

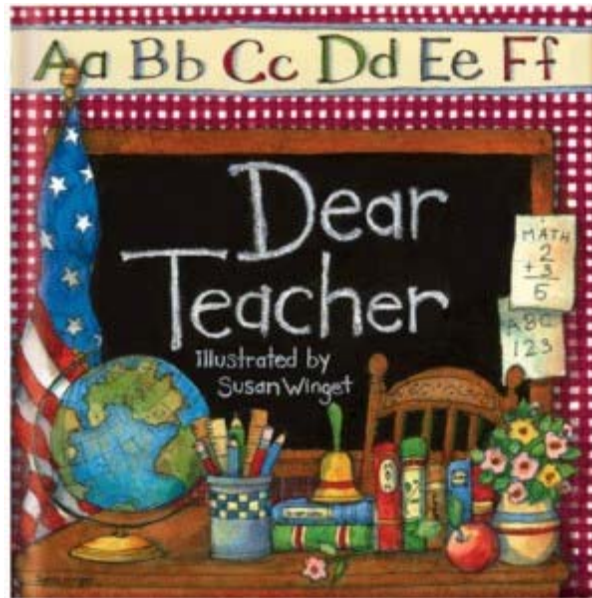
AGREEMENT

BETWEEN

ADAMS COUNTY SCHOOL DISTRICT 14

and

SCHOOL DISTRICT 14 CLASSROOM TEACHERS' ASSOCIATION



JULY 1, 2008 THROUGH JUNE 30, 2011

BOARD OF EDUCATION

Mrs. Jeannette Lewis ..... President  
Mr. Robert Vashaw..... Vice President  
Mr. Larry Quintana. .... Secretary  
Mrs. Angela Kreutzer..... Treasurer  
Mr. William Klocker..... Director  
Dr. John Lange..... Superintendent of Schools

DISTRICT NEGOTIATING TEAM

Bruce Anderson, Esq., Chief Negotiator  
Ms. Sandy Freidenberger  
Ms. Lydia Guzman  
Ms. Lynn Heintzman  
Ms. Jacci McKenna  
Mr. Mike Grandstaff – Consultant  
Mr. Wesley Paxton

OFFICERS OF THE ASSOCIATION

Mr. David Clark ..... President  
Ms. Rita Rosenberger ..... Vice President  
Ms. Teri Dahn..... Recording Secretary  
Ms. Barbara McDowell ..... Treasurer  
Ms. Estella Martinez ..... Executive Board  
Ms. Vicki Becco ..... Executive Board  
Mr. Michael Bentley..... Executive Board  
Ms. Virginia Meadow ..... Executive Board

NEGOTIATING COMMITTEE

Mr. David Clark, Chief Negotiator  
Mr. Matt Schwartz  
Ms. Barbara McDowell  
Ms. Shari Strider  
Mr. Michael Bentley  
Mr. Jim Hodges, Consultant

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## **ARTICLE 1 – Definitions**

- 1-1 The term "teacher" as used in this Agreement shall refer to all regularly assigned teachers as defined in Article 3 - Recognition.
- 1-2 The term "Board" as used in this Agreement shall mean the Board of Education of School District 14 in the County of Adams and State of Colorado.
- 1-3 The term "Association" as used in this Agreement shall mean the Adams County School District 14 Classroom Teachers Association, Inc.
- 1-4 The term "District" as used in this Agreement shall mean School District 14 in the County of Adams and State of Colorado.
- 1-5 The term "Superintendent" as used in this Agreement shall mean the District's Chief Executive Officer.
- 1-6 The term "days" as used in this Agreement shall mean teacher work days during the regular school year. At a time other than during the regular school year, the term "days" shall mean those days during which the administrative offices of the District are normally open.

## **ARTICLE 2 - General**

- 2-1 The Board and Association shall be governed by the Constitution and laws of the State of Colorado and the United States and this Agreement shall be construed accordingly.
- 2-2 If any provision of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall be effective only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2-3 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 teachers and to no other organization not affiliated with the Association. Teachers have the right to join, not join, maintain, or terminate their membership in the Association in accordance with the provisions of this Agreement. Neither party shall exert or place pressure on or discriminate against a teacher in regard to such matters.
- 2-4 The Board and the Association agree that there be no change, alteration, modification, or rescission of the terms of this Agreement without the mutual consent of the parties in writing.
- 2-5 The Board has certain legal powers and duties under the Constitution and laws of the State of Colorado which may not be delegated, limited, or abrogated by agreement with any party. Except as expressly provided in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

- 2-6 The Board and the Association agree not to illegally discriminate against any teacher subject to this Agreement because of race, creed, color, national origin, sex, marital status, age, disability, political affiliation, veteran status, or membership or non-membership in any teacher organization.
- 2-7 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

### **ARTICLE 3 - Recognition**

- 3-1 The Board recognizes the Association as the exclusive representative of the following licensed employees of the District: classroom teachers, specialists, counselors, elementary school learning coordinators, special education program coordinators, speech therapists, psychologists, child advocates, and occupational therapists, licensed in their full-time basic assignment by the teacher licensing authority for the State of Colorado, and all licensed employees within the District having supplemental pay assignments as defined in Article 11-3.
- 3-2 Exempted from the negotiating unit are those teachers whose only employment with the District is on a per diem basis or hourly basis. Also exempted are those persons designated by the Board to hold positions which it classifies as administrative or supervisory, as well as all classified and non-licensed District employees.

### **ARTICLE 4 - Negotiating Procedures**

- 4-1 Prior to the time set for negotiations, the Superintendent and the President of the Association shall each designate, in writing, the names of not more than five (5) persons who shall serve on the parties' respective negotiating teams. Each party shall also designate the person on its team who will be the chief negotiator. Either team may use the services of not more than three (3) consultants during any one negotiating session.
- 4-2 Prior to February 1, the respective negotiating teams shall hold their first meeting. Negotiations will be conducted at times and places mutually agreeable. Each member of the Association's negotiating team shall be granted a maximum of eight (8) days of released time for negotiation meetings in years with re-openers and ten (10) days in years when the entire contract is negotiated.
- 4-3 The scope of bargaining shall be limited to matters of wages, hours, and working conditions.
- 4-4 The Association shall submit the tentative agreement to teachers for approval within fifteen (15) days of the date on which tentative agreement is reached. Within fifteen (15) days of approval of the tentative agreement by teachers, it shall be submitted to the Board for action.

- 4-5 All phases of negotiations including mediation and fact finding must be completed by June 30 of each year of this Agreement during which negotiations are to be conducted unless mutually extended.

### **ARTICLE 5 - Impasse Resolution**

- 5-1 If, during the course of negotiations, the parties do not reach a mutually satisfactory resolution to a negotiable issue or issues, the Board or the Association, through their respective representatives, may declare in writing that an impasse exists and, if so declared, the parties shall submit the unresolved issue or issues to mediation.
- 5-2 After impasse has been declared and prior to the time the issue or issues are submitted to mediation, a list shall be prepared including all items tentatively agreed upon and those items to be submitted to mediation. To clarify the differences between the parties, each item submitted to mediation shall show the last positions taken by each negotiating team. This list shall be signed by the chief negotiators for the respective teams and presented to the mediator.
- 5-3 The costs of mediation and for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- 5-4 The mediator shall be selected in the following manner:
- 5-4-1 If the parties are unable to agree upon a mediator within five (5) days of the date that impasse has been declared, the parties shall jointly request the American Arbitration Association to submit simultaneously by certified mail, return receipt requested, to each party, identical lists of the names of at least five (5) persons skilled in mediating public school issues.
- 5-4-2 Each party shall have five (5) days from the date on which such list is received to cross off any name to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a party does not mail the list within the time specified, all names which appear on the list shall be deemed acceptable to that party.
- 5-4-3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.
- 5-4-4 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

## 5-5 Conducting Mediation

- 5-5-1 The format, dates, and times of meetings will be arranged by the mediator, and such meetings will be conducted in closed sessions. No news releases shall be made by either party or the mediator concerning the progress of such meetings.
- 5-5-2 The mediator will meet with representatives of the Board and Association either separately or together.
- 5-5-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures for ratifying tentative agreements as set forth in this Agreement shall apply.

## 5-6 Fact Finding

- 5-6-1 If mediation has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact finder.
- 5-6-2 If the parties are unable to agree upon a fact finder within five (5) days from the date fact finding is called for, then the procedure set forth in Article 5-4 of this Agreement will be used in the selection of the fact finder.
- 5-6-3 The fact finder will have the authority to hold hearings and make procedural rules.
- 5-6-4 All hearings by the fact finder shall be in closed sessions and no news releases shall be made concerning the progress of such hearings.
- 5-6-5 Within fifteen (15) days after the conclusion of such hearings, the submission of a transcript of the hearing, if any, or submission of post hearing briefs, the fact finder shall submit his/her report in writing to the Board and the Association only and shall set forth in the report his/her findings of fact, reasoning and recommendations on the issue or issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
- 5-6-6 Within five (5) days after receiving the report of the fact finder, the negotiating teams will meet to discuss the report. No public release shall be made until after such meeting.
- 5-6-7 The respective parties shall take official action on the report of the fact finder no later than fifteen (15) days after the meeting described in Article 5-6-6.
- 5-6-8 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures for ratifying tentative agreement as set forth in this Agreement shall apply.
- 5-6-9 The costs for the services of the fact finder including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.

5-6-10 Either party may have a certified court reporter take a stenographic record of the evidence taken at the hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of making the stenographic record.

## **ARTICLE 6 - Election Procedure**

- 6-1 Any employee organization other than the Association may file a petition with the Board requesting de-certification of the Association as the exclusive agent for the negotiating unit. Such petition shall contain the signatures of at least thirty percent (30%) of the employees within the negotiating unit and shall allege that the Association is no longer the choice of the majority of the employees of the negotiating unit.
- 6-2 Such petition must be filed with the Board not earlier than November 1 and not later than November 10 of the school year in which this Agreement terminates. Such petition shall be on a standard form prepared by the Board and made available to all teachers who request copies thereof. Such petition shall not be circulated prior to October 7 of the school year in which this Agreement terminates.
- 6-3 If a valid petition is received, the Board, within five (5) days of the end of the period in which such petition may be submitted, shall cause notice of a recognition election to be posted at each school and at the central administrative office of the District. Such notice shall contain the date, time, and place or places of the election; the names of all organizations entitled to a place on the ballot; and the eligibility requirements for voting in the election.
- 6-4 At a date not more than fifteen (15) days nor less than ten (10) days following the posting of such notice, the Board shall conduct the recognition election under such rules and procedures as it may adopt to govern its conduct.
- 6-5 The results of the recognition election shall become effective July 1 of the year following the election.
- 6-6 The cost of such election shall be borne by the petitioning employee organization.

## **ARTICLE 7 - Term of Agreement**

- 7-1 This agreement shall become effective on July 1, 2008, and shall remain in effect until June 30, 2011, provided however, that during the period established for negotiations through 2011, each party shall have the right to reopen this Agreement to submit proposals concerning Articles 11 and 12 and any two (2)

issues current and/or new, and any other mutually agreed upon issues or Articles.

## **ARTICLE 8 - Grievance Procedure**

### 8-1 Definitions

8-1-1 A "grievance" is a complaint by a teacher(s) that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement and/or the policies and procedures of the Board.

8-1-2 An "aggrieved person" is the teacher or teachers asserting a grievance.

### 8-2 General Procedures

8-2-1 The time limits for the processing of grievances indicated at each level should be considered as a maximum. However, such time limits may be extended or limited by the written mutual consent of the parties.

8-2-2 Nothing in this grievance procedure shall be construed as limiting the right of the teacher to discuss a grievance informally with any appropriate member of the District Administration and to have the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

8-2-3 An aggrieved person may be represented at any level of the grievance procedure by a person or persons of his/her own choosing through Level Three except that he/she may not be represented by any teacher organization other than the Association.

8-2-4 If an aggrieved person is not represented by the Association, the Association shall have the opportunity of having an Association representative state the Association's views.

8-2-5 No grievance shall be recognized by the Board or the Association unless it shall have been presented as a grievance within twenty (20) days after the aggrieved person knew, or should have known, of the act or condition in which the grievance is based; and if not so presented, the grievance will be considered as waived.

8-2-6 An aggrieved person may withdraw a grievance at any time by notifying in writing the Board's and Association's representatives at the level at which the grievance is being heard. Any such grievance that is withdrawn shall be considered waived.

8-2-7 When it is necessary at any level beyond Level Two for an aggrieved person and his/her designated representatives to attend a hearing called by the Superintendent or his designee during the school day, the Superintendent or his designee shall notify the principal or immediate supervisor of the names of such persons

and they shall be released without loss of pay for such time as their attendance is required at such hearing.

- 8-2-8 If a grievance affects more than one (1) negotiating unit member at more than one (1) school, the aggrieved persons may submit such grievance in writing, signed by the aggrieved persons, to the Superintendent or the Superintendent's designee and the processing of such grievance shall begin at Level Three. Subject to the mutual agreement of the Superintendent and Association President, an aggrieved person(s) may submit a grievance in writing, signed by the aggrieved person(s), at Level Three of the grievance procedure if the subject matter of the grievance is not under the jurisdiction of the aggrieved's Principal or immediate supervisor.
- 8-2-9 Failure of the principal or immediate supervisor at Level Two, or the Superintendent or the Superintendent's designee at Level Three, of this grievance procedure to communicate the decisions on a grievance within the specified time limits to the aggrieved person and his/her representative shall permit the aggrieved person to proceed to the next level.
- 8-2-10 Failure by the aggrieved person at any level of this grievance procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision given at that level.
- 8-2-11 The Board agrees to make available to the aggrieved person and the aggrieved person's representative all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board and its representatives all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- 8-2-12 All written grievances shall refer to the specific Article(s) of this Agreement or policy or procedure of the Board allegedly violated.
- 8-2-13 If, at any time, either party disputes whether the alleged grievance is grievable under the terms of this Agreement, such dispute may be submitted to arbitration in accordance with the procedures established by this Article.
- 8-2-14 Documents, communications, and records dealing with the processing of a grievance shall not be filed in the permanent central office file of the aggrieved person or his/her representative.
- 8-2-15 There shall be no harassment, intimidation, or additional duties imposed on an aggrieved person or his/her representative by reason of such person having filed a grievance nor there be any harassment or intimidation of any administrator by reason of such person having submitted a grievance decision.

- 8-2-16 The grievance procedure should be considered confidential. Matters related to a grievance should not be disclosed to persons not involved in the grievance issue. Nothing herein shall preclude an investigation by either party, provided at no time shall such investigation interrupt a teacher's instructional time. No grievant may be questioned without his/her representative present if he/she so desires.
- 8-3 Level One - Informal Grievance
- 8-3-1 A grievance will first be discussed at a meeting with the aggrieved person's principal or immediate supervisor with the object of resolving the matter informally. Such principal or immediate supervisor shall be notified in writing that this constitutes Level 1 of the grievance procedure. Said notice shall be presented to the principal at the commencement of the meeting and shall be signed by the aggrieved person. At this meeting the aggrieved person shall discuss the grievance personally or may request an Association representative to accompany him/her, in which case the principal or immediate supervisor may be accompanied by a representative. Within five (5) days after such discussion, the principal shall give his/her oral decision to the aggrieved person and the Association representative.
- 8-4 Level Two - Formal Grievance
- 8-4-1 Within five (5) days of the oral decision, if the grievance is not resolved, it shall be resubmitted in writing, on the approved form signed by the aggrieved person, and lodged with the principal.
- 8-4-2 Within five (5) days after receiving the Level Two grievance, the principal or immediate supervisor shall communicate his/her written decision to the aggrieved person and the Association representative. Said decision shall include the findings and conclusions of the principal or immediate supervisor.
- 8-5 Level Three - Appeal to Superintendent
- 8-5-1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file within five (5) days of the Level Two decision a written appeal, signed by the aggrieved person, to the Superintendent or his/her designee, using the appropriate form.
- 8-5-2 At this level, such appeals shall be heard by the Superintendent or his designee within ten (10) days of receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Superintendent, or his designee, to the aggrieved person and the Association not fewer than three (3) days prior to the hearing.
- 8-5-3 The following procedures shall be followed at each Level Three hearing:

- 8-5-3-1 The hearing shall be conducted informally and in private session with the Superintendent or his/her designee.
  - 8-5-3-2 The hearing shall be limited to those grounds specified in the written grievance form signed by the aggrieved person.
  - 8-5-3-3 The aggrieved person or his representative and the Association shall have an opportunity to make an opening statement, represent his/her position, give corroborating information, and make a closing argument.
  - 8-5-3-4 The Superintendent or his/her designee may ask questions of the aggrieved person or his/her representative or the Association representative.
  - 8-5-3-5 The Superintendent or his/her designee shall refrain from arguing the relative merits of the grievance during the Level Three grievance hearing.
  - 8-5-3-6 Nothing contained herein shall preclude the Superintendent or his/her designee from further investigation of the grievance matter.
- 8-5-4 Within ten (10) days of the hearing, the Superintendent, or his/her designee, shall communicate his/her decision in writing to the principal or immediate supervisor, the aggrieved person, and the Association. Said decision shall include the findings and conclusions of the Superintendent or his/her designee.
- 8-6 Level Four
- 8-6-1 If the aggrieved person is not satisfied with the decision at Level Three, or if no decision is reached within ten (10) days after the hearing described in Article 8-5-1, the aggrieved person may, within five (5) days thereafter, request the Association to submit his/her grievance to Level Four. If the Association deems the grievance meritorious, the Association may, within ten (10) days thereafter, request a hearing before the Board or demand arbitration. In the event the Association requests a hearing before the Board, the Board shall respond to the request for a hearing no later than its next regularly scheduled meeting, provided it has received the request at least five (5) days prior to such meeting. If the Board agrees to hear the appeal, the hearing shall be held no later than the next regularly scheduled meeting after the Board's decision to hear the appeal. The Board shall render its written decision to the aggrieved person and the Association not later than fifteen (15) days after hearing the appeal. If the requested hearing before the Board is denied, the Association may pursue the grievance through arbitration pursuant to the procedures in Articles 8-6-2 through 8-6-10. The Association shall have ten (10) days from the time of

- the Board's denial to hear the Level Four grievance in which to demand arbitration.
- 8-6-2 The arbitrator shall be selected in the manner set forth in Article 5-4 of this Agreement.
- 8-6-3 The arbitrator will have the authority to hold hearings and make procedural rules.
- 8-6-4 All hearings held by the arbitrator shall be closed and no news releases shall be made concerning such hearings. The arbitrator's report shall be issued within fifteen (15) days after the close of hearings, the submission of post hearing briefs, the submission of the transcript of the hearings, or in the event oral hearings have been waived, then from the date the final statements and evidence are submitted.
- 8-6-5 The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations which shall be consistent with law and with the terms of this Agreement. This report shall be advisory only and binding neither on the Board nor on the Association.
- 8-6-6 The arbitrator's function in hearing arbitrations pursuant to Article 8-6-1 shall be limited to the interpretation and construction of the specific articles of this Agreement and/or Board policies and procedures grieved. The arbitrator shall not alter nor amend the terms of this Agreement nor any Board policies or procedures. At Level Four, the aggrieved person shall not be permitted to assert or argue violations which were not asserted or argued at Level Three of this grievance procedure, nor shall the District be permitted to assert or argue defenses which were not stated in the decision at Level Three of this grievance procedure.
- 8-6-7 Within five (5) days after receipt of the report of the arbitrator, the parties will meet to discuss the report. No more than five (5) persons representing each party shall attend these meetings. No public release may be made until such meeting. The parties may mutually agree in writing to waive such meeting.
- 8-6-8 The cost of arbitration and the services of the arbitrator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the parties.
- 8-6-9 The Board shall act on the report of the arbitrator not later than thirty (30) days after the meeting referred to in Article 8-6-7 above.
- 8-6-10 Either party may request a certified court reporter to take a stenographic record of the evidence taken at the Level Four hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the arbitrator or the board. The party requesting the stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript,

the parties shall share equally the entire cost of making the stenographic record.

### **ARTICLE 9 – Interest-Based Group**

- 9-1 In an effort to enhance communications between the Superintendent's administrative staff and the Association's Executive Committee, an Interest-Based Group shall be established.
- 9-2 The Interest-Based Group shall be composed of three persons designated by the Superintendent and three persons selected by the Association.
- 9-3 The purpose of the Interest-Based Group shall be to review and discuss teacher-related District policies, practices and procedures and mutually agree to matters related to the administration of this Agreement.
- 9-4 Interest-Based Group meetings are to be designed to maintain open communications and problem solve using the interest-based process.
- 9-5 The Interest-Based Group shall meet twice during the months of September and October and once a month from November through June. Meetings shall be chaired by the Superintendent or his/her designee in even number months and the Association President or his designee in odd numbered months. Additional meetings may be mutually agreed to by the Superintendent and Association President.
- 9-6 The Superintendent and Association President endorse the implementation of the interest-based process to enhance communication and problem solve matters of mutual interest and the parties agree to provide training in the process at the building level.

### **ARTICLE 10 - Association Privileges**

- 10-1 Dues Deduction
  - 10-1-1 The Board agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Colorado Education Association, and the National Education Association as the teachers individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the Treasurer of the Association each month.
  - 10-1-2 A member of the Association who separates his or her employment with the District during the school year, and who has authorized dues deductions through payroll deduction, will have the balance of dues deducted from his/her last paycheck if there is a sufficient amount to do so after deductions of legal priority have been made.
  - 10-1-3 Any teacher who has or who hereafter authorizes the deduction of such dues will continue to have such dues deducted as long as the

teacher is employed by the District. Teachers may discontinue their membership between September 1 through September 15 of each year. A teacher desiring to have dues deducted may do so by notifying the District Human Resources Office and the Association in writing by the fifteenth (15th) day of any month. Except as provided for in Articles 10-1-2 above, deductions shall be made in twelve (12) equal installments. If, for any reason, a teacher's earnings for a month are not sufficient to cover the deductions, no deductions will be made for that teacher for that month, and the Association will arrange collection of dues for that month directly with the teacher.

10-1-4 The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the District and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Treasurer of the Association.

10-1-5 In the event the Board fails to deduct dues for any period of time, the Board agrees to advance the money ordinarily deducted for that period to the Association. Money advanced by the Board will then be deducted from each member over a period of time mutually agreed upon and repaid to the Board.

## 10-2 Use of District Facilities by the Association

10-2-1 The Association shall have the privilege of using District facilities for Association meetings without cost where no additional cost is incurred by the District. If any additional cost is incurred, this cost will be paid by the Association. Any charges for use of a District facility shall be in accordance with Board policy. Such meetings shall not interfere with the normal conduct of school activities or other pre-scheduled activities approved by the Board. Application for use of a District facility shall be made in accordance with Board policy. Emergency meetings shall be arranged with the principal or the principal's designee.

10-2-2 The Association, through its faculty representative, shall have the privilege of posting notices, circulars, and other materials relevant to Association business on school bulletin boards designated by the principal. The faculty representative shall provide copies of all such materials to his/her building principal prior to the time of posting. The Association President or designee shall provide copies of all such materials to be distributed to any teachers to the Superintendent's office prior to the time of posting.

10-2-3 The Association, through its faculty representatives, shall have the privilege of placing notices, circulars, and other materials relevant to Association business in teacher mailboxes and on electronic devices. The faculty representative shall provide copies of such

materials to the building principal prior to the time such materials are placed in teacher mailboxes. The Association President or designee shall provide copies of all such materials to be distributed to all teachers to the Superintendent's office prior to the time such materials are placed in teacher mailboxes.

- 10-2-4 The President of the Association, or the President's designee, shall have the privilege of placing notices, circulars, and other materials relevant to Association business in the District's inter-building mail service for delivery in the normal course of business, provided that materials are securely packaged and are addressed to a faculty representative who shall be responsible for further distribution, if desired. The Association President or designee shall provide copies of any materials to be distributed to teachers to the Superintendent's office at least twenty-four (24) hours prior to the time such materials are placed into the inter-building mail service.
- 10-2-5 District materials and supplies shall not be used by the Association.
- 10-2-6 Association business which is relevant at the building level only may be conducted during the teachers' lunch period or after the time students are regularly dismissed from school as long as such activities do not interfere with the normal conduct of school activities as determined by the principal. Authorized representatives of the Association may visit the schools in the District as long as such activities do not interfere with the normal conduct of such school activities. Any such representatives will comply with District policy pertaining to visitors to buildings and shall also be subject to all other provisions of this policy.

### **ARTICLE 11 - Salary Schedules**

#### 11-1 Salary Schedule (See Attached Salary Schedules for 2008-2009).

- 11-1-1-1 Previous teaching experience for new teachers will be granted at the following rate beyond the minimum at each level of preparation. One full increment granted per year of experience up to and including fourteen (14) full years of verified and acceptable teaching experience.
- 11-1-1-2 If a previously employed teacher is rehired by the District, the teacher shall be placed at least on the next step of the salary schedule from that which was held at the time of separation.
- 11-1-2 During school year 2008-2009, a teacher will be granted an increment advancement for approved additional quarter hours and/or degrees on January 1 or September 1; but not on both dates. Increment advancement will be granted for District-

approved in-service classes or approved college credit earned from a degree-granting accredited college or university under the following guidelines:

- 11-1-2-1 All course work for credit for advancement on the salary schedule shall be presented to the Division of Educational Services for approval prior to taking courses.
  - 11-1-2-2 Those courses which support the qualifications for an advanced degree program applicable to the education profession, or courses which actually support the current teaching assignment, or those courses which support efforts to qualify for a planned change of position within the District may be approved for advancement on the salary schedule.
  - 11-1-2-3 Courses which are not authorized for re-certification credit in Colorado cannot be used for salary advancement.
  - 11-1-2-4 College course work taken as a correspondence course is not applicable to salary advancement.
  - 11-1-2-5 An "Application for Salary Status Change" form must be received by the Division of Human Resources prior to July 1 or November 1 in order to receive a salary increment for additional hours or degrees.
  - 11-1-2-6 Official transcripts or proof of completed courses and a copy of the "Course Pre-approval" form must be received by the Division of Human Resources no later than September 7 or January 7 in order to receive the salary increment for additional hours or degrees.
- 11-1-3 Increment advancements for experience shall be granted on September 1 of school year 2008-2009.
- 11-2 Longevity Pay (Effective September 1, 2008), the following shall be the longevity payment schedule):
- 11-2-1 A longevity payment of One Thousand, Seven Hundred, and Ninety-Three Dollars (\$1,793.00) per year shall be made to each teacher who has completed seventeen (17) years of service in the District.
  - 11-2-2 An additional longevity payment of One Thousand, Seven Hundred, and Ninety-Three Dollars (\$1,793.00) per year shall be made to each teacher who has completed twenty (20) years of service in the District.
  - 11-2-3 An additional longevity payment of One Thousand, Seven Hundred, and Ninety-Three Dollars (\$1,793.00) per year shall be made to

each teacher who has completed twenty-three (23) years of service in the District.

11-2-4 An additional longevity payment of One Thousand, Seven Hundred, and Ninety-Three Dollars (\$1,793.00) per year shall be made to each teacher who has completed twenty-six (26) years of service in the District.

11-2-5 An additional longevity payment of One Thousand, Seven Hundred, and Ninety-Three Dollars (\$1,793.00) per year shall be made to each teacher who has completed twenty-nine (29) years of service in the District.

11-3 Supplemental Pay Schedules - Effective July 1, 2007:

11-3-1

Steps	Schedule 1	Schedule 2	Schedule 3	Schedule 4
1	2,661	1,871	1,580	1,182
2	3,057	2,169	1,871	1,382
3	3,449	2,464	2,169	1,580
4	3,847	2,793	2,464	1,779

11-3-2 Increment advancements for experience shall be granted on September 1 of each year during the term of this Agreement.

Schedule 1:

High school interscholastic varsity head coaches of football, basketball, softball, track, baseball, wrestling, swimming, volleyball, and soccer.

Schedule 2:

High school interscholastic varsity head coaches of tennis and cross country; high school interscholastic assistant coaches of football, basketball, track, baseball, softball, swimming, volleyball, wrestling, and soccer; high school spirit leader sponsor; middle school interscholastic head coaches of football, basketball, track, wrestling, soccer, and volleyball; and high school trainer for each of three seasons.

Schedule 3:

High school band director; high school sponsor of performing choral groups; high school publications; high school director of plays; high school weight lifting coordinator; assistant high school spirit leader sponsor; middle school sponsors of speech and drama; middle school interscholastic assistant coaches of football, basketball, track, soccer, wrestling, and volleyball; high school interscholastic assistant coaches of cross country and tennis; high school department heads;

learning coordinators; program coordinators as identified by Article 3.

Schedule 4:

High school head golf; intramural sports; middle school string/band directors; middle school publications; high school and middle school student council sponsors; counselors; child advocates; middle school vocal music directors; approved club sponsors.

- 11-3-3 During school year 2008-2009, pay for teachers of homebound and all summer curriculum work shall be reimbursed at the rate of Twenty-six Dollars and Sixty-five Cents (\$26.65) per hour. A teacher required to work beyond his/her assigned school day on items such as textbook selection, pilot program development, professional development/training, or curriculum writing programs shall be reimbursed at the rate of Twenty-six Dollars and Sixty-five Cents (\$26.65) per hour. Any professional development/training which a teacher is required to attend and takes 31 hours or more to complete will be paid at the rate of Thirty-seven Dollars and Thirty-one Cents (\$37.31) per hour for all hours of the training attended. Notices of paid professional development/training shall be posted in advance, clearly stating the number of hours required and the rate of pay.
- 11-3-4 During school year 2008-2009, pay for teachers of summer school will be reimbursed at the rate of Thirty-seven Dollars and Thirty-one Cents (\$37.31) per hour. Planning time for summer school shall not be reimbursed.
- 11-4 Any teacher required to work additional days beyond the regular contract year in his/her regular assignment will be paid the per diem amount of his/her salary. For purposes of this paragraph, salary shall include the teacher's salary schedule placement plus longevity.
- 11-5 The number of days to be worked by Psychologists and Child Advocates beyond the contract year as defined in Article 15-2, if any, shall be determined by the Director of Student Services subject to the approval of the Superintendent and Board.

**ARTICLE 12 - Teacher Benefits**

12-1 Insurance

- 12-1-1 During school year 2008-2009, the District will contribute up to Three hundred, Forty-three Dollars and Seventy-eight Cents (\$343.78) per month toward the full monthly individual premium on behalf of each member of the negotiating unit enrolled in a District group health insurance plan.

- 12-1-2 During school year 2008-2009, the District will contribute up to Nine Dollars and Five Cents (\$9.05) per month on behalf of each member of the negotiating unit enrolled in the District's group life insurance plan.
- 12-1-3 During school year 2008-2009 the District will contribute the lesser of Thirty-one Dollars and Thirty-nine Cents (\$31.39) per month or the full monthly individual premium on behalf of each member of the negotiating unit enrolled in the District's dental insurance plan.
- 12-1-4 During school year 2008-2009 the District will contribute the lesser of Six Dollars and Twenty-nine Cents (\$6.29) per month or the full monthly individual premium on behalf of each member of the negotiating unit enrolled in an approved District group vision care plan.
- 12-1-5 No change in coverage or carriers shall be made unless mutually agreed upon by the Board and the Association.
- 12-1-6 Teacher participation in such plans is optional.
- 12-1-7 An Insurance Committee composed of three (3) Association members appointed by the Association and three (3) Administrators appointed by the Superintendent shall be established to meet annually for the purpose of reviewing the insurance plans affecting negotiating unit members, proposing improvements, and making recommendations concerning their findings to the Board of Education, the Superintendent, and the Association.
- 12-2 Insurance on Extended Leaves of Absence
  - 12-2-1 A teacher on any extended leave of absence shall have the privilege of continued hospitalization and life insurance coverage at the teacher's own expense by making arrangements directly with the contracting company.
- 12-3 Mileage
  - 12-3-1 Teachers who are required to travel during the school day as a result of an authorized teaching assignment will be reimbursed at the District's approved rate per mile when their personal automobile is used for such travel.
- 12-4 Early Retirement Incentive Benefit
  - 12-4-1 Subject to the provisions of this Article 12-4, a teacher who elects to retire in accordance with the provisions of this Article 12-4 shall be paid an early retirement incentive benefit by the District.
  - 12-4-2 A teacher shall be eligible to be paid an early retirement incentive benefit only if such teacher's retirement request has been submitted to the District by March 31 of the teacher's last school year of employment, if such teacher has twenty (20) continuous years of full-time teaching service with the District, if the retirement request

is submitted to the District no later than five years after the teacher qualifies for any PERA retirement benefits and if such teacher retires within said five years. It is understood and agreed that no teacher shall have less than a five-year period within which to request an early retirement benefit. The continuous years of service required for the early retirement incentive benefit shall not be deemed to be interrupted by temporary illness or by absences for purposes of child rearing. A leave of absence approved by the Board of Education or a military leave pursuant to Title 38 of the United States Code, Sections 2021-2026, and by the Colorado Revised Statutes, 1973, Section 28-3-601 et seq., shall not be considered to be an interruption of the continuous employment required for the early retirement incentive benefit but the time of such leaves of absence shall not be included in computing the required twenty years of service.

- 12-4-3 The maximum salary on which the early retirement incentive benefit will be computed shall be the teacher's twentieth (20th) year salary (benchmark). For purposes of this paragraph, salary shall include the teacher's salary schedule placement for the twentieth year of service plus longevity. The amount of such payment shall be eighty percent (80%) of the salary for the teacher's benchmark year.
- 12-4-4 Payment of the retirement incentive shall be made in three (3) equal yearly installments. A teacher shall receive the yearly payment on the January payroll date.
- 12-4-5 No teacher who elects to take the Retired Teacher Option under Article 12-5 shall be eligible to receive this Early Retirement Incentive Payment.
- 12-4-6 The provisions of this Article 12-4 "Early Retirement Incentive Benefit" shall expire at the end of the 2016-2017 School Year. By the end of the school year 2011-2012, a teacher must meet the eligibility requirements set forth in Article 12-4 in order to qualify for the Early Retirement Incentive Option in Article 12-4.

## 12-5 Retired Teacher Option

- 12-5-1 Eligibility
  - 12-5-1-1 Currently employed full-time teacher with twenty continuous years of service.
  - 12-5-1-2 Complete a full contract year for the number of days as specified in the current Master Agreement.
  - 12-5-1-3 Any teacher on a remediation plan is not eligible for the Retired Teacher Option.
  - 12-5-1-4 Any teacher who is eligible for the Public Employees' Retirement Association (PERA) retirement income and who has notified the District of the retirement will

be eligible for the Retired Teacher Option from the School District.

12-5-1-5 No teacher who has opted for this Retired Teacher Option shall be eligible to receive the Early Retirement Incentive Payment under Article 12-4.

12-5-2 Conditions for Retired Teacher Option

12-5-2-1 The teacher shall elect to retire from the School District and receive PERA retirement benefits. For the next contract year immediately following the date of retirement, the employee shall work full-time for the District.

12-5-2-2 During the Retired Teacher Option year, the employee will be placed on the salary schedule commensurate with placement had the teacher not elected retirement.

12-5-2-3 Participation in the Retired Teacher Option is for the salary only and does not include coverage for health, dental, vision, and life or other insurances nor count toward PERA service credit.

12-5-2-4 Participants will be eligible for seven (7) temporary leave days with no buy back option or sick leave bonus.

12-5-2 -5 Any teachers on the Retired Teacher Option plan are excluded from the collective bargaining agreement and shall be considered as at-will employees.

12-6 Insurance for Retirees

12-6-1 Any teacher who retires from the District shall be permitted to purchase health insurance coverage at his/her own expense.

12-7 Pay for Accumulated Sick Leave

12-7-1 Upon retirement the District will pay a retiring teacher Twenty Dollars (\$20.00) for each day of unused sick leave. To be eligible for such payment, a teacher must have served at least twenty (20) years of full-time service in the District and must be retiring from an active full-time teaching assignment.

**ARTICLE 13 - Extended Leaves of Absence**

13-1 Family and Medical Leave (FMLA)

13-1-1 Upon appropriate application, up to twelve weeks of unpaid leave under the Family and Medical Leave Act of 1993 shall be available to eligible teachers. Family and medical leave shall run

concurrently with other leave provisions of this Agreement if such leave also qualifies under the FMLA.

13-1-2 To be eligible for FMLA benefits, a teacher must have been employed with the District for at least twelve (12) months and have worked for at least One Thousand Two-hundred Fifty (1,250) hours during the twelve (12) month period immediately preceding the start of the FMLA leave.

13-1-3 Family and medical leave shall be granted for any of the following reasons:

13-1-3-1 To care for the teacher's child after birth, or placement for adoption or foster care;

13-1-3-2 To care for the teacher's spouse, son, daughter, or parent, who has a serious health condition, or;

13-1-3-3 For a serious health condition that makes the teacher unable to perform his/her job duties.

13-1-4 The teacher shall provide advance written notice and medical certification of the reason for requesting FMLA leave. This notification shall be provided thirty (30) calendar days in advance when such leave is foreseeable.

13-1-5 For the duration of the FMLA leave, the District shall continue to maintain the teacher's present health insurance coverage under the District's group health insurance plan. Upon return from FMLA leave the teacher shall be returned to his/her original or equivalent position with equivalent pay, benefits, and other employment benefits. The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of the teacher's leave.

## 13-2 Parental Leave

13-2-1 A teacher may be granted parental leave under the following three categories:

1) Parental Disability Leave;

2) Short-term parental leave;

3) Extended parental leave.

13-2-2 Parental Disability Leave.

13-2-2-1 Any teacher shall be eligible to use temporary and accumulated leave for disability caused by pregnancy or childbirth or recovery therefrom. Temporary and accumulated leave will be paid only during the time in which a physician certifies the employee to be physically disabled, and only to the extent of the number of leave days the teacher has accumulated. In such cases, the District may require the teacher to periodically submit to the District's Human Resources

- Office a physician's statement setting forth the nature of the illness or incapacity and the projected date of possible return.
- 13-2-2-2 Use of the teacher's temporary and accumulated leave shall cease as of the date on which a physician certifies that the teacher is physically capable of returning to a teaching assignment.
- 13-2-2-3 Following completion of a parental disability leave the teacher shall be placed in a position in the same manner as those persons returning from leave.
- 13-2-3 Short-Term Parental Leave (For teachers eligible for FMLA leave, refer to Article 13-1)
- 13-2-3-1 Short-term leave for the purpose of child care upon the birth or adoption of a child by a teacher may be granted for a period of thirty (30) days. Short-term parental leave shall not be extended.
- 13-2-3-2 Application for short-term parental leave must be made thirty (30) days prior to the requested effective date. Such application shall state the expected effective date, date of return, and request for assignment on return from leave.
- 13-2-3-3 In the event both parents are teachers employed by the District, only one shall be permitted to request such leave.
- 13-2-3-4 Any teacher returning from such short-term parental leave will be assigned to a position for which qualified. When a teacher has indicated in writing at the time of application for such leave that it is his/her desire to return to his/her previously assigned school, the teacher will be returned to that school. If the return of that teacher to that school results in over staffing at that school, then the procedure in Article 19-4 of this Agreement will be followed.
- 13-2-3-5 Short-term parental leave shall only be granted without pay.
- 13-2-3-6 No short-term parental leave shall exceed the current contract year.
- 13-2-4 Extended Parental Leave (FMLA shall be concurrently available for eligible teachers in accordance with Article 13-1)
- 13-2-4-1 A teacher may be granted an extended leave of absence without pay for the purpose of child care upon the birth or adoption of a child by a teacher. Such leave may begin at any time and may extend through the end of the current contract year.

- 13-2-4-2 Application for extended parental leave must be made thirty (30) days prior to the requested effective date. Such application shall state the effective date, date of return, and request for assignment on return from leave.
- 13-2-4-3 In the event both parents are teachers employed by the District, only one shall be permitted to request such leave.
- 13-2-4-4 Following the completion of such leave for 91 days or less, a teacher shall be assigned to the same or similar position for which the teacher is qualified. Following completion of such leave for more than 91 days, a teacher shall be assigned to a position for which qualified.
- 13-2-4-5 A teacher on extended parental leave may be permitted to return to work before termination of his/her leave provided a vacancy for which he/she is qualified is available. The teacher shall notify the Superintendent no less than thirty (30) days in advance of his/her requested return.
- 13-2-4-6 Upon written application by the teacher, such leave may be extended for one semester or one school year. Following completion of such leave, the teacher will be assigned to a position for which qualified.
- 13-2-5 If, before the expiration of a parental leave of absence, a teacher shall become aware that he/she is to become a parent again, he/she may terminate the leave of absence and request a new one for a period up to the end of the succeeding school year.
- 13-2-6 If a teacher works an equivalent of at least one-half ( $\frac{1}{2}$ ) of the teacher work days during the school year in which the teacher went on leave, the teacher will be granted one (1) year of experience at the time of the next salary schedule change; provided, however, that a teacher may not earn more than one (1) salary increment during any such leave.
- 13-2-7 Leave shall not accrue to the teacher during a parental leave of absence. However, any earned and accrued but unused leave shall be reinstated to the teacher upon return to the District.
- 13-2-8 No pregnant teacher shall be permitted to work later than the date recommended by her physician.
- 13-3 Leave of Absence for Professional Improvement
  - 13-3-1 Leaves of absence, without pay, not to exceed one (1) year for professional study, educational travel, teaching in another country, action, or other purposes related to professional improvement may be granted to non-probationary teachers upon the recommendation

of the Superintendent and approval of the Board. Application for such leaves of absence shall be presented in writing to the Superintendent, or the Superintendent's designee, by June 1 for first semester or a full year request, and October 1 for a second semester leave request. Each individual request will be judged on its own merits.

13-3-2 Upon return to the District, the teacher will be placed on the next step of the salary schedule from that which was held at the time such leave commenced. Sick leave will not accrue during such a leave; provided, however, any earned and accrued but unused sick leave shall be reinstated to the teacher upon return to the District. Any teacher returning from such a leave of absence will be assigned to a position for which qualified.

#### 13-4 Sabbatical Leave

13-4-1 The Board, upon the recommendation of the Superintendent, may grant a sabbatical leave to a teacher subject to the following conditions:

13-4-1-1 The teacher to whom the leave is to be granted must have completed six (6) years of teaching service in the District.

13-4-1-2 The teacher must present a plan which will directly improve the value of the teacher's service to the District. This leave may be granted for the following purposes:

- (a) College or university courses.
- (b) Independent study.
- (c) Foreign or domestic travel.

13-4-1-3 The teacher shall be paid at the rate of one-half of his/her salary and one-half the teacher's share of insurance which the teacher would have earned during the year of absence. For purposes of this paragraph, one-half salary shall be determined by dividing the teacher's salary schedule placement plus longevity by two (2).

13-4-1-4 The teacher, upon returning to the District, shall be advanced on the salary schedule as if he/she had not been on such leave.

13-4-1-5 January 1 of each year shall be the cutoff date for the filing of sabbatical leave requests for the entire year or the first or second semester. April 1 of each year shall be the final date for approval or rejection of requests for sabbatical leave.

- 13-4-1-6 After the leave is over, if the teacher wishes to leave the employ of the District before three years have elapsed, the teacher shall return the salary and any insurance premiums paid to or for the teacher during the leave from the District.
- 13-4-1-7 Sick leave shall not accrue during such a leave; provided, however, any earned and accrued but unused sick leave shall be reinstated to the teacher upon returning to the District.
- 13-4-1-8 Any teacher returning from such leave will be assigned to a position for which qualified.
- 13-4-1-9 A committee to review the applications and make recommendations to the Superintendent shall be composed of three (3) Administrators selected by the Superintendent and three (3) teachers selected by the Association.

13-5 Illness or Physical Disability Leave

- 13-5-1 A teacher may be granted a one (1) calendar year leave of absence without pay or increment advancement because of extended personal or immediate family illness or physical disability. Members of the immediate family are defined as wife, husband, parent, parent-in-law, child, brother, sister, grandparent, or others living in the immediate household of the teacher.
- 13-5-2 Such leave may be granted to become effective either at some time during his/her leave allowance or at the expiration of this leave allowance. The Board may, in its discretion, extend such leave for one (1) year.
- 13-5-3 At any time during such leave of absence, the Board may require the teacher to provide documentary evidence from a physician substantiating the illness or physical disability or to make himself/herself, or the ill or disabled person available for examination by a recognized physician appointed for this purpose by the Board.
- 13-5-4 Leave will not accrue during such leave; provided, however, any earned but unused leave shall be reinstated to the teacher upon his/her return to the District. No other District benefits shall accrue.
- 13-5-5 Any teacher returning from such leave will be assigned to a position for which the teacher is qualified.
- 13-5-6 The provisions of FMLA will run concurrently when illness or physical disability leave qualifies under the FMLA.

13-6 Extended Association Leaves

- 13-6-1 The Board may grant a leave of absence without pay or other District benefits to a teacher for the purpose of serving as an officer

in a local, state, or national teachers' organization. Such leave may be extended while the teacher remains in office.

13-7 Legislative Leave

13-7-1 A teacher elected to serve in the Colorado Legislature will be granted a leave of absence without pay for days the Legislature is in session and for those days on which such teacher attends Legislature committee meetings. Daily salary deductions for this purpose shall be based on the teacher's annual salary divided by the number of teacher workdays in the school year in which such leave is taken.

13-8 Military Leave

13-8-1 Teachers who serve in the Armed Forces of the United States shall, upon written application, be entitled to the rights to restoration of employment or to re-employment which are established by Title 38 of the United States Code, Sections 2021 - 2026, and by the Colorado Revised Statutes, 1973, §28-3-601 et seq., and regulations issued pursuant thereto.

13-9 Extended Personal Leave

13-9-1 Leaves of absence without pay not to exceed one (1) calendar year for attending to family or personal responsibilities may be granted to teachers.

13-9-2 Upon return to the District, the teacher will be placed on the step of the salary schedule from that which was held at the time such leave commenced. The commencement and termination of such leave shall coincide with the beginning or termination of a regular school year or semester. Leave will not accrue during such leave; provided, however, and earned and accrued but unused leave shall be reinstated to the teacher upon return to the District. Any teacher returning from such leave will be assigned to a position for which the teacher is qualified.

**ARTICLE 14 - Short Leaves Of Absence**

14-1 Professional Development Leave

14-1-1 Professional development leaves of absence with pay may be granted to permit teachers to visit other schools or to attend professional conferences and related activities which will improve the educational program to the District.

14-1-2 Application for professional development leave shall be submitted on the appropriate forms at least ten (10) working days in advance to the principal or supervisor who will acknowledge receipt of the application and forward it to the applicable director for action. Such application may also request the District to reimburse the teacher

for appropriate expenses for travel, meals, lodging, and registration fees.

- 14-1-3 Time to review all applications for professional development leave shall not exceed five (5) working days following the deadline for submission of such applications. Each applicant shall receive notification of the action taken on his/her application.
- 14-1-4 The following criteria will be among those considered when selecting applicants: teaching field; grade level; order of application; prior utilization of professional development leave; membership in the professional organization to whose conference the teacher may wish to attend.

## 14-2 Temporary Leave

The Association and the District recognize that quality instruction is best achieved by professional licensed staff, and we acknowledge the importance of each instructional day. We honor the commitment of teachers as professionals to fulfill the terms of attendance for each contract day.

The Association and the District also understand the unique requirements of staff related to the assessment periods of CSAP, CELA, and the ACT, and the importance of being present during these critical time periods.

- 14-2-1 Each teacher contracted for the regular school year shall be granted eleven (11) days [eighty two and one-half (82.5) hours] of temporary leave with pay each contract year. Temporary leave with pay is earned at the rate of one (1) day [Seven and one-half (7.5) hours] for each month in which a teacher works one-half ( $\frac{1}{2}$ ) or more of the working days in such month; provided, however, that the regular school year allowance of eleven (11) days [eighty two and one-half (82.5) hours] of temporary leave with pay shall be available to each teacher at the beginning of each contract year. There shall be no limit on the number of days of accrued leave with pay which a teacher may accumulate.
- 14-2-2 Temporary leave may be used for the illness/disability of the teacher, dental work of the teacher, adoption, illness or death in the immediate family or household, religious holidays, employee's business, or other personal reasons. Members of the immediate family are defined as spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, or others living in the immediate household of the teacher. Teachers may use temporary leave at their discretion without harassment.
- 14-2-3 The Board and/or Superintendent and/or designee may request a doctor's certificate to be presented by the teacher attesting to his/her illness sufficient to keep the teacher from work if there is a

reasonable belief that the illness provision of this Article is being abused.

- 14-2-4 Teachers needing successive days of leave for employees' personal business must notify their supervisor using the proper form at least two days prior to occurrence of the leave unless an emergency exists. In cases where extraordinary educational hardship will result, it may be necessary to postpone the use of successive employee's business days.
- 14-2-5 Any unused temporary leave at the end of each school year will be added to the individual teacher's accrued leave.
- 14-2-6 All temporary leave must be used prior to use of accrued leave.
- 14-2-7 Accrued leave days may be used only for illness or disability of the teacher, medical reasons and illness or death in the immediate family or household.
- 14-2-8 In the event a teacher's contract is terminated because of extended illness or physical disability, any balance of temporary leave advanced and used, but not actually earned, shall not be charged to the teacher upon termination.

### 14-3 Leave Bank

#### 14-3-1 Definitions

- 14-3-1-1 Effective school year 2000-2001, a Leave Bank (herein the "Bank") shall be maintained for all teachers in the negotiating unit. Beginning with the 2007-2008 school year, a teacher must be a member of the Classroom Teachers' Association to participate. The reasons for which the Bank may be used are limited to illness, disability, or injury to the teacher or continuing treatment of an illness that prevents a teacher from working. Bank days will be used by teachers intending to return to work following an illness, disability, or injury.
- 14-3-1-2 The Bank may only be used for the reasons stated above and it may not be used for teacher absence due to injury or illness of a member of the teacher's immediate family who needs medical care and attention from the teacher.
- 14-3-1-3 Teachers who donate to the Bank remain Bank participants until another day is solicited in accordance with Article 14-3-2. New teachers hired to the District shall contribute one (1) day [seven and one half (7.5) hours] of leave to the Bank to create eligibility and participation by them in the Bank from then until the next general donation is solicited unless

the Chief Human Resource Officer receives a written statement from the teacher that he/she does not wish to participate. No teacher's accumulated leave shall be reduced without prior written notification of his/her right to withdraw from participation in the leave bank. A new teacher shall have thirty (30) calendar days from the first contracted workday to inform the Chief Human Resource Officer that he/she does not wish to participate. Teachers who choose not to donate to the Bank when donations are solicited in accordance with this paragraph or Article 14-3-2 shall remain ineligible to participate in the Bank until general donations are again solicited in accordance with Article 14-3-2. If a teacher chooses to opt out of the Bank or the teacher no longer meets the eligibility requirements of the Bank and the teacher later chooses to donate a leave day in order to participate in the Bank, he/she will be treated as a first year participant and will be eligible to use the number of days as set forth in subparagraphs 14-3-3 a. 2, 3, and 4. A teacher who chooses to opt back into the Bank must be a member of the Classroom Teachers' Association.

14-3-2

Solicitation of Days

14-3-2-1

Leave days in the Bank shall carry over from year to year. Solicitation of leave will occur in September of each contract year in order to maintain a minimum balance of seven-hundred-fifty (750) hours of leave. If the amount of leave in the Bank falls below seven hundred-fifty (750) hours during the same contract year, the Chief Human Resource Officer shall inform the Association that leave needs to be added to the Bank.

14-3-2-2

The Association shall then have ten (10) work days to inform the building teachers that each teacher shall contribute seven and one-half hours to the Bank unless the Chief Human Resource Officer receives a written statement from the teacher that he does not wish to participate. The teacher shall have ten (10) workdays to submit this statement to the Chief Human Resource Officer.

14-3-2-3

If a teacher does not have seven and one-half hours of leave to contribute to the Bank, seven and one-half hours of temporary leave from the following contract year shall be used in order to maintain eligibility unless a written statement described in Article 14-3-2 (b) above is submitted within ten (10) days.

- 14-3-2-4 Within twenty (20) work days of solicitation of Bank Days, the Bank balance dropping below seven hundred-fifty (740) hours, the Chief Human Resource Officer shall forward a report summarizing how many hours were added, the new Bank balance, and a list of teachers who did not contribute and are therefore ineligible for Bank benefits as described in Article 14-3-1c of this Article to the Leave Bank Committee defined in Article 14-3-4 of this Article.
  - 14-3-2-5 If the Bank balance drops below seven hundred-fifty (750) hours during the summer months, the time lines described in Article 14-3-2b and Article 14-3-2c above shall be adjusted to begin with the first contract day of the following year.
  - 14-3-2-6 If the entire number of leave hours in the Bank is exhausted at any time, no claim may be made against the Bank until additional leave has been solicited.
- 14-3-3 The following conditions shall govern the granting of leave hours from the Bank:
- 14-3-3-1 Beginning with the 2007-08 School Year, the amount of eligible leave available for a teachers' use from the Bank is as follows:
    - a. All teachers who were Bank participants in the 2006-07 School Year and continue to meet the eligibility requirements are eligible for a total of three hundred-thirty-seven and one-half (337.50) hours.
    - b. The first year a teacher elects to participate in the Bank, he/she shall be eligible for a total of one-hundred-twelve and one-half (112.50) hours.
    - c. The second consecutive year a teacher participates in the Bank, he/she shall be eligible for a total of two-hundred-twenty-five (225) hours.
    - d. The third consecutive year and each year thereafter a teacher participates in the Bank, he/she shall be eligible for a total of three hundred thirty-seven and one-half (337.5) hours.
  - 14-3-3-2 Bank days may not be granted until a teacher has used all of his/her accrued individual leave. Accrued leave is defined as accumulated temporary leave from prior years in the District plus temporary leave accrued as of the date of application for Bank. After the initial request and before each succeeding request for Leave Bank days, the first seven and one-half (7.5) hours of leave will not

be covered by the Bank but must be covered by absence without pay.

- 14-3-3-3 A teacher may not use more than three hundred-thirty-seven and one-half (337.5) hours in one school year.
- 14-3-3-4 Not more than three hundred-thirty-seven and one-half (337.5) hours may be used by one teacher for the same injury or illness.
- 14-3-3-5 Medical verification to substantiate the need for Bank leave used for a teacher's illness, disability, or injury shall be required upon application.
- 14-3-3-6 If a teacher is receiving compensation from the District's Workers' Compensation Insurance fund, the District's long-term disability insurance, or the PERA disability fund, he/she shall not be eligible to receive Bank leave for the same period of time.
- 14-3-3-7 In no event shall the number of total hours used exceed the number of hours remaining in the Bank unless approved by the Board of Education.

#### 14-3-4 Leave Bank Committee

- 14-3-4-1 It shall be the responsibility of the teacher to apply for Bank days. Application for Bank days shall be made to the Leave Bank Committee composed of three (3) teachers appointed by the Association. This Committee shall have the responsibility for administration of the Leave Bank. The committee shall meet twice per month as needed.
- 14-3-4-2 If any applicant feels he was improperly denied Bank days by the Committee, the matter shall be referred to the Executive Board of the Association, which shall make the final decision. The Executive Board of the Association may secure the advice of the District's medical advisor, at the Association's expense, and the Committee before making that decision. The District shall have the right to review the Committee's administration of the Bank and correct, if necessary, any violations of the provisions of this Article by the Committee.
- 14-3-4-3 By October 1 and May 1 of each contract year the Chief Human Resource Officer shall forward a Leave Bank Report which shall include an account balance and a detailed summary of the Bank usage since the last report to the Leave Bank Committee, or its designee.
- 14-3-4-4 The decisions of the Leave Bank Committee shall not be subject to the grievance procedure.

#### 14-4 Bereavement Leave

14-4-1 Bereavement leave with full pay may be granted upon the death of a person who is in relationship to the second degree of consanguinity to the teacher or the teacher's spouse, or a person living in the immediate household of the teacher.

14-4-2 Seven and one-half (75.) hours of bereavement leave will be granted to permit a teacher to attend the funeral; however, if a teacher must be involved in funeral arrangements or other urgent business occasioned by the death, or if time-consuming travel is required, up to thirty-seven and one-half (37.5) hours may be granted under this Article. The first twenty-two and one-half (22.5) hours of bereavement leave shall not be charged to any other available leave. Up to an additional fifteen (15) hours taken shall be charged to the teacher's accumulated leave.

14-4-3 Whenever possible, written application for bereavement leave shall be submitted to the Chief Human Resource Officer via the principal or immediate supervisor at least twenty-four (24) hours prior to the time such leave would begin. When not possible, verbal application for such leave may be made directly to the Chief Human Resource Officer.

#### 14-5 Leave for Association Activities

14-5-1 Leaves of absence with pay, not to exceed twenty-five (25) days per year shall be granted to designated representatives of the Association for the purpose of participating in activities of the Association which contribute to the education program of the District and which are approved by the Superintendent. A maximum of an additional fifteen (15) days of said leave shall be granted to designated representatives of the Association upon written request to the Superintendent. The Association shall reimburse the District for the cost of a substitute teacher for each of the fifteen additional days used. All such leaves shall be taken for one-half day or a full day.

#### 14-6 Leave for Association President

14-6-1 Leaves of absence with pay not to exceed fifteen (15) days per year shall be granted to the Association President for the purpose of participating in activities of the Association which contribute to the educational program of the District and which are approved by the Superintendent. The Association shall reimburse the District for the cost of a substitute teacher for those days of absence. All such leaves shall be taken for one-half day or a full day.

#### 14-7 Civic Duty Leave

14-7-1 Teachers who are involuntarily summoned for jury duty, subpoenaed to appear as witnesses in court or at an administrative hearing in connection with a matter in which they are not interested,

or required by the District to appear in court or at an administrative hearing in connection with their duties as employees of the District will be granted civic duty leave with pay for such time as their presence is ordered. In such cases, any witness or jury duty fees, but not including mileage, paid to the teacher shall be promptly remitted to the District.

## **ARTICLE 15 - Working Conditions**

### **15-1 Teachers Hours**

The regular school day for teachers shall be no more than seven (7) hours and thirty (30) minutes, including an uninterrupted, daily, duty-free lunch period of at least thirty (30) minutes. Exceptions may be made to such duty-free lunch period by the building principal in case of emergency.

15-1-2 Teacher planning time is to be used for instructional planning and other instructionally related purposes. Planning time shall be scheduled during the student contact day. Such planning time shall be exclusive of teacher lunchtime and assigned duties before and after school. The planning minutes per week shall be adjusted proportionately for weeks which are not full instructional weeks.

15-1-2-1 Elementary classroom teachers shall have at least an average of forty-five (45) minutes per day of individual teacher-directed planning and preparation during a two-week period. Teacher-directed planning time shall be exclusive of meetings, conferences, professional development, or other activities, that are not teacher-directed unless mutually agreed upon or when extenuating circumstances exist in order to comply with district policies and procedures.

15-1-2-2 Secondary Classroom teachers shall have not less than a forty-five (45) minute period per day for individual teacher-directed planning. Teacher-directed planning time shall be exclusive of meetings, conferences, professional development, or other activities, that are not teacher-directed unless mutually agreed upon or when extenuating circumstances exist in order to comply with district policies and procedures.

15-1-3 Teachers will be permitted to leave school property during their lunch period after notifying the school office. Teachers may leave school property during their planning period to conduct school business with prior approval of the principal or designee.

- 15-1-4 The principal and the school staff may jointly schedule meetings of the building faculty. In the event of a scheduling dispute, the decision of the principal shall be final.
- 15-1-5 Except in the extreme emergency when a principal is required to be absent for a period of one-half (½) day or more, the experienced teacher designated by the principal to assume the principal's duties will be relieved of regular teaching duties and a substitute teacher will be provided.
- 15-1-6 Within the fourteen (14) hours of work time on August 18 and 19, 2007 teachers shall be given a minimum of eight (8) hours of teacher-directed time to include: preparing classrooms, planning lessons, analyzing data, meeting with teammates or other school related activities. The Association and District recognize that in the event that exceptional circumstances occur prior to students arriving for the start of the school year, principals have the discretion to authorize additional teacher-directed time. During school year 2008-2009, teachers shall receive no less than five (5) hours teacher-directed time during the work day to prepare records and classrooms, analyze data or meet with teammates during each of the three (3) end of grading period work days of November 17, February 28, and June 5. The remaining time during said days shall be reserved for building level activities. During the work days scheduled in 2008-09 prior to the first day of classes for students, Lester Arnold High School and Hanson PK-8 School teachers shall be given a minimum of eight (8) hours of teacher-directed time to include: preparing classrooms, planning lessons, analyzing data, meeting with teammates or other school related activities. During school year 2008-2009, Lester Arnold High School and Hanson PK-8 School teachers shall receive no less than five (5) hours teacher-directed time during the work day to prepare records and classrooms, analyze data or meet with teammates during each of the three (3) end of grading period work days. The remaining time during said days shall be reserved for building level activities.
- 15-2 Teacher Work Year
- 15-2-1 The contract year for teachers shall be one hundred eighty-eight (188) days. One hundred eighty (180) days shall be scheduled as pupil-teacher contact days, five (5) days shall be used for District and building orientation, in-service training, curriculum development, or teacher work days and three (3) days shall be used for staff development.
- 15-3 Teacher Personnel Files
- 15-3-1 The Colorado Open Records Act (Colorado Revised Statutes, 1973, §24-72-201 and following) shall govern the inspection of each teacher's personnel files. A copy of any material, other than

letters of reference, shall be made available to the teacher upon request.

15-3-2 Only material which is relevant to a teacher's performance of duties shall be placed in any building level or central office personnel files.

15-3-3 Material which is derogatory to a teacher's conduct, service, or character in the performance of his/her duties shall not be placed in any teacher's file until the teacher has been notified and given an opportunity to read and file a written response to such material. The teacher shall acknowledge that he or she has read such material to be filed. Such signature does not indicate agreement with the content of such material. If a teacher fails or refuses to review and/or sign such material within ten (10) days after having been requested to do so, then such material may be filed without the teacher's review and/or signature. Upon request, a teacher will be provided with a copy of any documents contained in such file, except letters of reference.

15-3-4 The teacher shall have the right to respond to any materials placed in his/her files, in writing. The teacher's response shall be reviewed by the building principal and the Chief Human Resource Officer who will affix their signatures to the response as an indication that the material has been reviewed. The copy of such response shall be attached to the file copy, and one copy shall be retained by the teacher.

15-3-5 No person or persons, other than authorized District personnel or persons authorized by the teacher, will have access to a teacher's personnel file.

15-3-6 If the District is directed by court order to deliver or to permit inspection of a teacher's permanent central office file, the District shall notify the teacher within three (3) days of receipt of such order.

#### 15-4 Teacher Protection From Assaults

15-4-1 Any teacher who has suffered any assaults in connection with his/her employment shall immediately make a written report of the circumstances thereof to the principal and shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice, or demand served upon in connection with such assault within five (5) days after the teacher has been served therewith, and shall promptly report the final disposition of any such proceedings.

15-4-2 Such reports will be forwarded to the Board through the Superintendent's office.

15-4-3 When arising out of and in the course of his or her employment, a teacher's clothing or personal effects are damaged, destroyed, or stolen as a result of willful malice, and when administrative review

shows the teacher has used reasonable judgment, the Board shall reimburse the teacher for the uninsured cost of the repair or replacement of such clothing or personal effects in an amount not to exceed two hundred fifty dollars (\$250.00). The payment for damaged, destroyed or stolen personal property shall only be made if reasonable identification of the perpetrator(s) has been verified by a school administrator or a law enforcement agency and that said perpetrator's action was intended to do harm or deprive the teacher of the personal property.

15-4-4 Whenever a teacher is absent from school as a result of a personal injury caused by an assault upon the teacher arising out of and in the course of employment, provided the teacher is not guilty of criminal act, the teacher will be paid his/her full salary, less the amount he/she received from Workers' Compensation, for a period of such absence up to forty-five (45) days. An additional period of forty-five (45) days may be granted by the Board of Education. No part of such absence shall be charged to sick leave.

15-4-5 In the event of an employment-related assault upon a teacher, the Board may provide legal counsel to advise the teacher of rights and obligations in connection with handling of the incident by law enforcement and judicial authorities and to assist with the recovery of property loss.

#### 15-5 Complaints Against Teacher(s)

15-5-1 The Board, the Superintendent, and building principals or supervisors will make every effort to ensure that teachers have the right to be faced by anyone bringing a complaint to discuss the complaint lodged against the teacher(s).

15-5-2 If criminal or civil proceedings are brought against a teacher alleging that he or she committed an assault in connection with the teacher's employment, such teacher, after making the reports previously described, may request, and the Board may provide, assistance in the preparation of the teacher's defense insofar as the interests of the teacher and the District are not conflicting.

15-5-3 If a civil or criminal complaint is filed against a teacher by reason of lawful disciplinary action taken against a student, the Board may provide legal counsel for the teacher's defense.

15-5-4 In the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information in the District's possession not privileged by law and which is relevant to such incident.

#### 15-6 Teacher Assignments

15-6-1 When it is necessary to assign duties of a supervisory nature outside the regular classroom, every effort will be made to equalize the assignments.

## 15-7 Teacher Evaluation

- 15-7-1 Evaluations will be conducted in accordance with state law, Board of Education policy GCOA-R and the District's Certified Evaluation Process. The purpose of the evaluation process is to improve instruction, enhance the implementation of programs in the curriculum, measure the professional growth and development of licensed personnel and to evaluate the level of performance of each licensed employee. Evaluations will serve as the measure of satisfactory performance for licensed personnel and documentation for dismissal for unsatisfactory performance. The evaluation process is designed to encourage and assist licensed employees to perform at a level consistent with the District's standards.
- 15-7-2 The following procedures shall be included in the evaluation of a teacher's performance:
- 15-7-2-1 The principal shall advise each teacher as to the procedures and instruments to be used in evaluation.
  - 15-7-2-2 The specific persons who will or might evaluate the teacher shall be designated.
  - 15-7-2-3 Teachers will be given a copy of any evaluation report.
  - 15-7-2-4 The administrator preparing the evaluation and the teacher shall discuss the report before it is submitted to the permanent central office file.
  - 15-7-2-5 The teacher shall affix his/her signature to indicate that he/she is aware of the contents of the report.
  - 15-7-2-6 Evaluations shall contain suggestions and/or planned program for improvement if necessary.
- 15-7-3 Any recommended changes in policy or procedure regarding teacher evaluations will be developed by a joint committee composed of three (3) teachers selected by the Association President and three (3) persons selected by the Superintendent. The joint committee shall convene sometime during the month of September. The committee shall submit status updates to the District and the Association by the end of each student grading period. The joint committee's recommended changes in policy and procedure shall be submitted to the Superintendent, and the Association by the last Monday of April. This recommendation shall then be submitted to the Board along with the Superintendent's recommendation. After consideration of all recommendations, the Board may amend such policy and/or procedure in accordance with state statute.

15-8 Teacher Discipline

- 15-8-1 In matters of teacher discipline, statutory, state regulatory, and District policy guidelines shall be followed.
- 15-8-2 Disciplinary action may include, but shall not be limited to: verbal warning, written memos of understanding to set future expectations, written reprimands, suspensions, or dismissal. The level of disciplinary action taken should correlate to the seriousness of the infraction. Such discipline shall be subject to the grievance procedures set forth in this Agreement. The specific grounds forming the basis for disciplinary action shall be made available to the teacher.
- 15-8-3 At the time a disciplinary action is initiated, the teacher shall be verbally advised of the right to be accompanied by an Association representative or member if that chosen representative or member is available within a reasonable amount of time, not to exceed one school day from the time of the verbal advisement, except by mutual agreement.

**ARTICLE 16 - Exchange Teaching**

- 16-1 Teachers may be granted a year of leave for the purpose of exchange teaching. A teacher who has been in the employ of the District more than three years shall be eligible for consideration for an exchange teaching assignment. Such leave shall be subject to the approval of the Board.
- 16-2 The exchange teacher from School District 14 shall be paid the salary and benefits to which he/she is entitled as though on duty in the District. Upon return to the District, any teacher on this leave of absence will be advanced on the salary schedule one (1) step for each year on exchange.
- 16-3 Any teacher returning from such exchange will be assigned to a position for which he/she is qualified. If requested, in writing, prior to the exchange, consideration will be given to place the teacher at his/her former school.

**ARTICLE 17 - Workers' Compensation**

- 17-1 Teachers temporarily absent from school and temporarily unable to perform their duties as a result of personal injury incurred in the scope and course of their employment, while in school, on school grounds, or on an approved assignment, and not the result of their own negligence, will be paid their full salary less the amount of any Workers' Compensation payments or award made for temporary disability due to such injury during such temporary absence for a maximum of three (3) months from the date of such injury or the remainder of the school year, whichever occurs first.

- 17-2 The Board, at its own expense, shall have the right to have such teachers examined by a physician designated by the Board to assist it in determining the length of time during which the teachers are temporarily unable to perform their duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the appropriate Workers' Compensation proceeding, the Board may adopt such adjudication.

### **ARTICLE 18 - Reduction in Force**

- 18-1 Any cancellation of an employment contract due to a decrease in the number of teaching positions shall be in accordance with Colorado law.
- 18-2 In the event that a reduction in the number of teaching positions is necessary, to be effective at the beginning of a school year, the Board shall provide written notice on or before the last day of the teacher's work year to the teacher whose contract is being canceled. Such notice shall state the reason for the cancellation.
- 18-3 Subject to the Board's Non-discrimination Equal Opportunity Policy, teachers in a particular endorsement area will be reduced in the following order:
- a. First year of employment,
  - b. Second year of employment,
  - c. Third year of employment,
  - d. Non-probationary -- length of District service.
- 18-4 For a period of one (1) year following the reduction in force, when positions become available in a particular endorsement area where cancellation of teacher contracts occurred, such positions shall be offered to those teachers with endorsement in that area whose contracts were canceled in the reverse order of cancellation.
- 18-5 Upon reemployment in accordance with Article 18-4 above, benefits previously earned when employed by the District and not used shall be restored to such teachers.

### **ARTICLE 19 - Transfers and Vacancies**

- 19-1 General
- 19-1-1 Transfers shall refer only to those changes involving moves from one building or school to another. Reassignments to different grade levels or areas of instruction within a building or school are not transfers.

## 19-2 Teaching Vacancies

- 19-2-1 As teacher vacancies occur, they shall be posted on the District website and in each school building.
- 19-2-2 A teacher may learn of existing vacancies during the summer by contacting the Division of Human Resources.
- 19-2-3 When filling vacancies or staffing new schools, currently employed teachers shall be given first opportunity to apply for those assignments. Experience, length of District service, educational qualifications, and the District's Equal Employment Opportunity Policy shall be among the factors considered in filling such positions.
- 19-2-4 Requests for transfer to vacancies may be submitted for a minimum of ten (10) days following the date of posting.
- 19-2-5 When a position is filled, those teachers who have been interviewed for the position, but not selected, will be notified in writing as to the reasons for the denial of the transfer.

## 19-3 Teacher Requested Transfers

- 19-3-1 A request for transfer may be submitted at any time to the Division of Human Resources on the designated form which may be obtained from the Division of Human Resources or the principal of the school.
- 19-3-2 Teachers are encouraged, but not required, to discuss proposed transfers with their building principals.
- 19-3-3 After a vacancy has been posted for the minimum number of days, an interview shall be scheduled through the Division of Human Resources with each teacher who has submitted a request for transfer to that vacancy. Such interviews shall be conducted by an administrator(s) selected by the Division of Human Resources. Department heads or coordinators may also be involved in the interview process.
- 19-3-4 Recommendations from principals whose schools may be affected by a transfer may be requested by the Division of Human Resources.
- 19-3-5 A request for transfer not acted upon will be considered for action until September 1 following the date of request; and, thereafter, such request must be renewed before any change will be considered.
- 19-3-6 Teachers who have requested transfer shall give written notification to the Division of Human Resources of permanent changes of address and/or telephone numbers and of temporary changes of address and/or telephone numbers during the summer months or other vacation periods to retain eligibility for transfer consideration.

- 19-3-7 Teachers may contact the Division of Human Resources at any time to discuss or modify their requests for transfers.
- 19-4 Transfer by the District
- 19-4-1 When the transfer of a teacher is deemed necessary by the District to accommodate program changes and needs or enrollment patterns, volunteers shall first be solicited from among those affected. In the event that no teacher volunteers, the District may select the teacher to be transferred. Length of District experience in reverse order and the District's Non-discrimination Equal Opportunity Policy shall be the criteria used in the transfer decision. For good reason, additional criteria may be considered by the District. Whenever possible, such teacher shall be notified by the Chief Human Resource Officer ten (10) days prior to the effective date of the transfer.
- In the event a teacher must be transferred by the District for any reason other than noted above, such transfer must be for good reason. Prior to an involuntary transfer being initiated, a meeting will be held between the teacher and the Principal to discuss options regarding a voluntary transfer. The teacher(s) shall be notified by the Division of Human Resources at the earliest possible date. The teacher and the Chief Human Resource Officer shall meet to discuss the reason or reasons for the transfer and such reasons shall be given to the teacher in writing.
- 19-4-2 Teachers shall not be transferred to positions for which they are not qualified.

## **ARTICLE 20 - Administrative Opening**

- 20-1 When a vacancy occurs in a supervisory or administrative position in the District, a notice of such vacancy will be posted on the District website and in each school building, with a copy of the notice to the Association.
- 20-2 Application closing dates on posted supervisory or administrative positions will not be fewer than ten (10) work days from the effective date of vacancy notice.
- 20-3 Applications for the position are available and must be submitted on-line at [www.acsd14.k12.co.us](http://www.acsd14.k12.co.us) on or before the application closing date.
- 20-4 Teachers desiring to be a candidate for administrative openings which may occur during the summer (June to September) shall, between May 15 and June 1 each year, file the appropriate application with the Division of Human Resources stating the administrative position or positions for which they wish to be applicants should any vacancies occur during the summer. Such application will be considered by the Division of Human Resources for the administrative positions indicated in the letter should any openings occur during the summer.

- 20-5 A temporary appointment may be made directly by the Superintendent, subject to the approval of the Board, without following the procedures set forth above.

### **ARTICLE 21 - Summer School**

- 21-1 A notice of all openings for teachers for regular summer school will be posted in each school building no later than the preceding May 1. Applications for such openings must be submitted within ten (10) workdays of the posting of such notice. Teachers who have applied for such summer school openings will be notified of the action taken on their applications no later than the last day of the academic year.
- 21-2 In filling such positions, consideration will be given to a teacher's area of competence, major and minor fields of study, quality of teaching performance, and attendance record.
- 21-3 Summer school teachers shall be paid the hourly rate of pay set forth in Article 11-3-4.

### **ARTICLE 22 - Teaching Facilities**

- 22-1 Insofar as is financially practical, the following shall be provided:
- 22-1-1 Use of a desk, chair, and a lockable cabinet for each teacher.
  - 22-1-2 Suitably maintained instructional areas, teacher preparation stations, and restrooms.
  - 22-1-3 Use of a telephone in each school.
  - 22-1-4 Staff lounge and/or workroom.
  - 22-1-5 Parking areas at each school.

### **ARTICLE 23 - Part-time Contract of Teachers**

- 23-1 The following shall apply to those part-time contracted teachers, while assigned to teach at least one-half (1/2), but less than all, of a workday for ninety (90) or more days; or those who teach full-time ninety (90) or more days, but less than one hundred eighty-eight (188) days during a school year:
- 23-1-1 Initial placement on the salary schedule shall be according to the provision set forth in Article II.
  - 23-1-2 Salary shall be in proportion to their assignment.
  - 23-1-3 Planning time during the workweek shall be commensurate with percent of time taught.
  - 23-1-4 Proportional temporary leave.

- 23-1-5 Uninterrupted, daily, duty-free lunch period at least commensurate with percent of time taught.
  - 23-1-6 PERA.
  - 23-1-7 Group health insurance in proportion to their assignment.
  - 23-1-8 Life insurance in proportion to their assignment.
  - 23-1-9 Dental insurance in proportion to their assignment.
  - 23-1-10 Vision care insurance in proportion to their assignment.
- 23-2 The following shall apply to those part-time contracted teachers while assigned to teach less than one-half (1/2) of a workday for ninety (90) or more days during a school year:
- 23-2-1. Initial placement on the salary schedule shall be according to the provisions set forth in Article 11.
  - 23-2-2. Salary shall be in proportion to their assignment.
  - 23-2-3. Planning time during the workweek shall be commensurate with the percent of time taught.
  - 23-2-4. Proportional temporary leave.
  - 23-2-5. PERA.
- 23-3 A All part-time teachers shall be eligible to receive the rights and benefits included in the following articles of this Agreement: Articles 8, 10-1, 12-3, 14-2, 14-4,14-8, 15-3, 15-4, 15-5, 15-6, 15-7, 17, and 22.

#### **ARTICLE 24 - Site-Based Advisory Committee**

- 24-1 In an effort to enhance communications between teachers and building administrators, a Site-based Advisory Committee shall be established in each school building.
- 24-1-1 Protocols and norms shall be established by the committee at its first meeting. They shall be reviewed annually.
- 24-2 The purposes and the charges of the advisory committee are as follows:
- 24-2-1 To review existing building procedures, including but not limited to school-wide codes of conduct, and to make recommendations to the building administrator regarding desirable amendments to such procedures.
  - 24-2-2 To review the interpretation of such procedures.
  - 24-2-3 To explore concerns relative to the proper implementation and functioning of the educational programs in the building.

- 24-2-4 To explore mutually agreed upon concerns and problems of building administrators and teachers.
- 24-3 The Site-based Advisory Committee shall be composed of but not limited to:
  - 24-3-1 Within each building, one (1) teacher from each grade level or department, selected by the teachers in the grade level or department, and two (2) administrators at Adams City High School and middles schools and one (1) administrator at each elementary school and Les Arnold High School.
  - 24-3-2 The president of the Association and the Superintendent or his designee may be called upon as resource members to these committees on an as needed basis.
- 24-4 The principal or designee shall act as the chairperson of the committee.
- 24-5 The principal shall continue to retain ultimate administrative responsibility and instructional leadership of the school and shall supervise the operation and management of the school. The principal shall retain all powers and duties as provided by law and board policy

**MEMO OF UNDERSTANDING 2006-2007 A**  
**Teacher Orientation**

During school year 2008-2009, new teachers to the District may be required to attend up to ten (10) days of meetings for orientation, induction, in-service training or staff development in addition to those days required in Article 15-2 of this Agreement. Said teachers shall be paid the per diem amount of their salary. For purposes of this paragraph, salary shall be the teacher's salary schedule placement for the school year.

During school year 2008-2009, second year teachers to the District have the option to attend up to five (5) days of meetings for orientation, in-service training or staff development in addition to those days required in Article 15-2 of this Agreement. Said teachers shall be paid the per diem amount of their salary. For purposes of this paragraph, salary shall be the teacher's salary schedule placement for the school year.

**MEMO OF UNDERSTANDING B**  
**Incentive Pay**

During school year 2008-2009, teachers may earn up to Two Thousand Dollars (\$2,000.00) in performance incentives. Incentive Pay will be based on improvement of CSAP scores to include English and Spanish scores, and to exclude CSAP A and CSAP A eligible students' scores; scores for students enrolled after October 1 of the given school year; and scores for English Language Acquisition learners (Limited EP and No EP) who have been in Colorado schools for less than three (3) years. Scores using the above criteria will be determined by the district's assessment office after the initial assessment results have been released by the Colorado Department of Education.

Incentive awards will be based on individual target scores for each school (or the total District target score as may be appropriate for an individual teacher's job assignment). Target scores will be calculated using the 2003-2004 CSAP scores as a baseline and on the annual improvement of scores required for a school to achieve the goal of 80 percent of that school's students receiving a proficient or advanced score on the CSAP by the school year ending in 2014. Target scores will be recalculated annually using the actual CSAP scores and the number of school years remaining before the end of the school year 2014.

Teachers will receive Five Hundred Dollars (\$500.00) for building level improvement of 25 percent to 49.99 percent of the target growth.

Teachers will receive an additional Five Hundred Dollars (\$500.00) for building level improvement of 50 percent to 74.99 percent of the target growth.

Teachers will receive an additional Five Hundred Dollars (\$500.00) for building level improvement of 75 percent to 99.99 percent of the target growth.

Teachers will receive an additional Five Hundred Dollars (\$500.00) for building level improvement of 100 percent or more of the target growth.

Teachers assigned to a specific school or multiple schools shall be eligible for the performance incentive based on the CSAP results of the specific school or prorated based on the CSAP results of several schools and the teacher's FTE assignment at each school. Teachers assigned to a specific level, such as elementary, middle, or high school, shall be eligible for the performance incentive based on the cumulative CSAP results for the teacher's specific level of assignment. Teachers assigned to a district-wide position shall be eligible for the performance incentive based on the cumulative CSAP results of the entire district.

Performance incentive pay will be prorated for employees based on their full-time equivalent (FTE) status.

To be eligible to receive the entire (100%) performance incentive pay, a teacher must have been employed before January 1 of the school year. Any teacher hired between January 1 and the last day of February shall be eligible to receive fifty percent (50%) of the incentive pay. A teacher hired March 1 or after, shall not be eligible to receive incentive pay for that year. A teacher separating from employment with the district on or before June 5, 2009 shall not be eligible for any performance incentive.

A teacher, who during the school year transfers between schools, shall be eligible to receive performance incentive based on the separate CSAP results of their multiple assignments and length of service in each assignment on a prorated basis.

If a teacher is on long-term leaves of absence longer than 60 calendar days during the school year, the teacher will have any incentive pay prorated based on the total number of days worked in his/her contract year.

Payments for CSAP improvement shall be made to teachers in one lump sum no later than the second pay period following the publication of the final CSAP scores by the Colorado Department of Education.

Any appeals regarding the payment of the performance incentives shall first be reviewed by three representatives of Association's negotiation team and three representatives of the Board's negotiation team. The recommendation of the teams shall be submitted to the Board for final determination.

**MEMO OF UNDERSTANDING 2008-2009 C**  
**Record Keeping Committee**

The Association and the Board agree to establish a joint committee to review the required record keeping and documentation procedures and processes (e.g. portfolios, ISSP's, surveys, report cards, cum folders) in an effort to streamline the assessment and the documentation process. The committee will also review the legal requirements of IEP's and ILP's. The committee shall consist of a minimum of four (4) representatives appointed by the Association President and four (4) representatives appointed by the District Superintendent. The committee shall be convened on an ad hoc basis upon request by either party and a report shall be submitted to the Superintendent and the Association President.

SCHOOL DISTRICT 14 CLASSROOM  
TEACHERS' ASSOCIATION

Signature

David W. Clark

Date: 08-13-08

ADAMS COUNTY SCHOOL  
DISTRICT 14

Signature

Samuel Lewis

Date: 6-24-08

**REVISED IN ACCORDANCE TO MEMORANDUM OF UNDERSTANDING No. 4**

Range #	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Nutrition Service Assistant	\$9.45	\$9.94	\$10.46	\$11.01	\$11.57	\$12.19	\$12.81	\$13.47
2	Nutrition Lead Tech/Assistant	\$10.13	\$10.67	\$11.21	\$11.80	\$12.41	\$13.06	\$13.74	\$14.45
3	Paraprofessional - Instructional Attendance Clerk/Liaison Printing Aide	\$10.82	\$11.38	\$11.97	\$12.60	\$13.24	\$13.94	\$14.66	\$15.42
4	Paraprofessional - Health & Technology Group Leader	\$11.50	\$12.10	\$12.73	\$13.38	\$14.08	\$14.81	\$15.59	\$16.40
5	Building Engineer I Paraprofessional - Special Ed Cook/Child Care Center	\$12.18	\$12.81	\$13.47	\$14.17	\$14.90	\$15.69	\$16.50	\$17.36
6	Nutrition Supervisor I	\$12.85	\$13.52	\$14.22	\$14.96	\$15.75	\$16.56	\$17.42	\$18.32
7	Campus Monitor Secretary/Clerk Nutrition Supervisor II	\$13.53	\$14.24	\$14.97	\$15.75	\$16.57	\$17.43	\$18.33	\$19.29
8	Building Engineer II Warehouse Worker I Asst Childcare Center Coord I	\$14.21	\$14.95	\$15.73	\$16.54	\$17.41	\$18.30	\$19.27	\$20.27
9	Secretary, School/Office Bus Driver Nutrition Supervisor III Asst Childcare Center Coord II Maintenance Worker	\$14.86	\$15.67	\$16.48	\$17.34	\$18.24	\$19.20	\$20.19	\$21.24
10	Grounds Worker Lead Warehouse Worker	\$15.57	\$16.38	\$17.23	\$18.12	\$19.07	\$20.07	\$21.10	\$22.20

Range #	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Building Engineer III Asst Childcare Center Coord III								
11	Building Engineer IV Bus Driver Training Coordinator	\$16.24	\$17.10	\$17.99	\$18.92	\$19.90	\$20.94	\$22.03	\$23.18
12	Secretary, ACHS Principal Dispatcher Court Liaison IMC Technician	\$16.93	\$17.80	\$18.73	\$19.70	\$20.73	\$21.81	\$22.94	\$24.14
13	Printer Specialist	\$17.61	\$18.53	\$19.48	\$20.50	\$21.57	\$22.69	\$23.87	\$25.11
14	Bus Mechanic Maintenance Technician I	\$18.28	\$19.25	\$20.25	\$21.30	\$22.40	\$23.57	\$24.80	\$26.08
15	Grounds Foreman	\$18.97	\$19.95	\$21.00	\$22.10	\$23.24	\$24.44	\$25.71	\$27.06
16	Maintenance Technician II	\$19.66	\$20.68	\$21.76	\$22.88	\$24.07	\$25.32	\$26.65	\$28.03
17	Lead Maintenance Technician	\$20.34	\$21.39	\$22.51	\$23.68	\$24.91	\$26.21	\$27.57	\$29.00
18	no positions	\$21.02	\$22.12	\$23.27	\$24.47	\$25.74	\$27.09	\$28.50	\$29.98