

**Agreement between Adams County School  
District 14**

**and**

**School District 14 Classroom Teachers'  
Association**

**Effective July 1, 2018 through June 30, 2021**

**Revised July 1, 2017 through June 30, 2018**



**Adams County School District 14**

**5291 E. 60<sup>th</sup> Avenue**

**Commerce City, CO 80022**

2018-2019

Certified

**BOARD OF EDUCATION**

Mr. Timio Archuleta.....President  
Mrs. Connie Quintana.....Vice President  
Mr. Harvest Thomas.....Secretary  
Dr. Bill Hyde.....Treasurer  
Mr. David Rolla.....Director

Dr. Javier Abrego  
Superintendent of Schools

**DISTRICT NEGOTIATING TEAM**

Ms. Darci Mohr, Chief Negotiator  
Mr. Michael Abdale  
Mr. Matthew Schwartz  
Mr. David Rolla  
Mr. Gianni Thompson

**OFFICERS OF THE ASSOCIATION**

Ms. Barbara McDowell.....President  
Mr. Jason Malmberg.....Bargaining Chair  
Mr. Kendal Bridges.....Membership Chair  
Ms. Trish Ramsey.....Community Schools Chair  
Ms. Deborah Figueroa.....Equity Chair  
Ms. Jodi Connelly.....Political Action Chair  
Ms. Monica Wisniewski.....Professional Learning Chair

**NEGOTIATING COMMITTEE**

Mr. Jason Malmberg, Chief Negotiator  
Ms. Barbara McDowell  
Ms. Estella Abeyta  
Mr. Rick Russell  
Ms. Trisha Ramsey  
Ms. Gina Autobee

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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 as noted on the calendar for certified staff during the corresponding contract 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 application 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 shall be no change, alteration, modification, or recession of the terms of this Agreement without written mutual consent of the negotiating parties.
- 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 be 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 the case of any direct conflict between 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, Teachers on Special Assignment (TOSA) special education program Chairs, 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.
- 3-2 Exempted from the negotiating unit are those teachers whose only employment with the District is on a per diem 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<sup>st</sup>, the respective negotiating teams shall hold their first meeting. Negotiations will be conducted at mutually agreed times and places. 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) calendar days of the date on which tentative agreement is reached. Within fifteen (15) calendar 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<sup>th</sup> of each year of this Agreement is in force unless mutually extended.
- 4-6 All negotiation session shall be open to the public, observers may not participate in the discussions, and must abide by norms mutually agreed to by the lead negotiators; prior to opening of negotiations.

### **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) calendar 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) calendar 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 the 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 the 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) calendar days from the date fact finding is called for, then the procedure set forth in Article 5-4 of this Agreement shall be used in the selection of the fact finder.

5-6-3 The fact finder shall 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) calendar days after the conclusion of such hearings, the submission of a transcript of the hearings, if any, or submission of post hearing briefs, the fact finder shall submit their report in writing to the Board and the Association only and shall set forth in the report their 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) calendar 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) calendar 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 the 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 hire a certified court reporter to take a stenographic record of the evidence taken at the hearing. If such stenographic record is taken, a copy of the record 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 Procedures**

- 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<sup>st</sup> and not later than November 10<sup>th</sup> 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<sup>th</sup> of the school year in which this Agreement terminates.
- 6-3 If a valid petition is received, the Board, within five (5) calendar 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 be placed on the ballot; and the eligibility requirement for voting in the election.
- 6-4 At a date not more that fifteen (15) calendar days nor less than ten (10) calendar 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<sup>st</sup> 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, 2018, and shall remain in effect until June 30, 2021, provided however, that during the period established for negotiations through 2019, each party shall have the right to reopen this Agreement to submit proposals concerning Article 11 and 12 and any two (2) issues current and/or new, and any other mutually agreed upon issues or Article.

## **ARTICLE 8 – Grievance Procedure**

### 8-1 Definitions

8-1-1 A “grievance” is a written complaint by a teacher(s) asserting 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 the 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 their own choosing through Level Three as noted in Article 8-5 except that they 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 to have an Association representative state the Association’s views.

8-2-5 No grievance shall be recognized by the Board or the Association unless it has been presented as a grievance within twenty (20) calendar 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 as waived.

8-2-7 When it is necessary at any level beyond Level Two as noted in Article 8-4, for an aggrieved person and their designated representatives to attend a hearing called by the Superintendent or their designee during the school day, the Superintendent or their designee shall notify the aggrieved person’s 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 as noted in Article 8-5. Subject to the mutual agreement of the Superintendent and Association President, and 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 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 their 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 record dealing with the processing of a grievance shall not be filed in the permanent central office file of the aggrieved person or their representative.
  - 8-2-15 There shall be no harassment, intimidation, or additional duties imposed on an aggrieved person or their representative by reason of such person having filed a grievance nor there 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 their representative present if they so desire.
- 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 One 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) calendar days after such discussion, the Principal shall give their oral decision to the aggrieved person and the Association representative.

8-4 Level Two – Formal Grievance

- 8-4-1 If the grievance is not resolved within five (5) calendar days of the oral decision in 8-3-1, it shall be resubmitted in writing, on the approved form signed by the aggrieved person, and filed with the Principal.
- 8-4-2 Within five (5) calendar days after receiving the Level Two grievance, the Principal or immediate supervisor shall communicate their 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 their Level Two grievance, they may file within five (5) calendar days of the Level Two decision a written appeal, signed by the aggrieved person and submitted to the Superintendent or their designee, using the appropriate form.
- 8-5-2 Level Three appeals shall be heard by the Superintendent or their designee within ten (10) calendar days of receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Superintendent, or their designee, to the aggrieved person and the Association not fewer than three (3) calendar 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 their 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 their representative and the Association shall have an opportunity to make an opening statement, represent their position, give corroborating information, and make a closing argument.
  - 8-5-3-4 The Superintendent or their designee may ask questions of the aggrieved person or their representative or the Association representative.
  - 8-5-3-5 The Superintendent or their 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 their designee from further investigation of the grievance matter.
- 8-5-4 Within ten (10) calendar days of the hearing, the Superintendent, or their designee, shall communicate their 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 their 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) calendar days after the hearing described in Article 8-5-1, the aggrieved person may, within five (5) calendar days thereafter, request the Association to submit their grievance to Level Four. If the Association deems the grievance meritorious, the Association may, within ten (10) calendar 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) calendar 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) calendar days after hearing the appeal. If the requested hearing before the Board is denied, the Association may pursue the grievance through the arbitration pursuant to the procedures in Articles 8-6-2 through 8-6-10. The Association shall have ten (10) calendar 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 will have the authority to hold hearings and make procedural rules.
- 8-6-3 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) calendar days after the close of hearings, the submission of post hearing briefs, the submission of transcript of the hearings, or in the event oral hearings have been waived, then from the date final statements and evidence are submitted.
- 8-6-4 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, conclusion, and recommendation which shall be consistent with law and with the terms and this Agreement. This report shall be advisory only and binding neither on the Board nor on the Association.
- 8-6-5 The arbitrator's function in hearing the 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.
- 8-6-6 Within five (5) calendar 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.
- 8-6-7 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.
- 8-6-8 The Board shall act on the report on the arbitrator not later than thirty (30) calendar days after the meeting referred to in Article 8-6-7 above.
- 8-6-9 Either party may hire a certified court reporter to take 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 Executive Committee, an Interest-Based Group shall be established.
- 9-2 The Interest-Based Group shall be composed of three (3) persons designated by the Superintendent and three (3) 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 or maintenance 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 once during the months of September through May of each school year. Additional meetings may be mutually agreed to by the Superintendent and Association President.
- 9-6 The Superintendent and Association President endorse the implication of the Interest-Based process to enhance communication and problem solve matters of mutual interest.

#### **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 Colorado Education Association, and the National Education Association as the teachers individually and voluntarily authorized the Board to deduct and to transmit this amount to the Treasurer of the Association each month.
  - 10-1-2 A member of the Association who separates their 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 their 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<sup>st</sup> and September 15<sup>th</sup> of each year. A teacher desiring to have dues deducted may do so by notifying the District Human Resource Office and the Association in writing by the fifteenth day of any month. Except as provided in Article 10-1-2 above, deduction 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 for dues for that month directly with the teacher.
  - 10-1-4 The Association agrees to hold the Board and District harmless regarding these deductions and from any action commenced by any teacher and assumes full responsibility for the proper disposition of the funds 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 as long as 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 notice, 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 their 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 notice, 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 District buildings and shall also be subject to all other provisions of this policy.
- 10-3 New Teacher Orientation
- The Association shall be provided the opportunity to participate in new teacher orientation as part of the agenda during the hours of the new teacher orientation for the purpose of introducing new staff

membership in the CTA and signing up new members. The Association will coordinate its involvement in the new teacher orientation with the Human Resources Department.

10-4 Association Representation

To support the needs of the Association, the Association will have one (1) primary Association Representative per school building and one (1) alternate Association Representative. The Association Representative will honor the communication norms of the District and work directly with the Principal of the building.

**ARTICLE 11 – Salary Schedules**

11-1 Salary Schedule (See Attached Salary Schedules for 2018-2019 & 2019-2020)

11-1-1 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 fifteen (15) full years of certified and acceptable teaching experience, if available in applicable education columns.

11-1-2 If a previously employed teacher is rehired by the District, the teacher shall be placed at least on the next step, unless already at the top of their experience column, of the salary schedule from that which was held at the time of separation.

11-1-3 A teacher will be granted increment advancement for approved additional semester hours and/or degrees once in a contract year. Increment advancement will be granted for District-approved in-service classes, approved graduate level classes, or other approved college credit classes earned from a degree-granting accredited college or university under the following guidelines:

11-1-3-1 All course work for credit used for advancement on the salary schedule shall be presented to the Chief Human Resources Officer for approval prior to taking courses.

11-1-3-2 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.

11-1-3-3 Courses which are authorized for re-certification credit in Colorado cannot be used for salary advancement.

11-1-3-4 Internet or on-line based college course work taken may be applicable to salary advancement.

11-1-3-5 An “Application for Salary Status Change” form must be received by the Division of Human Resources in order to receive a salary increment for additional hours or degrees.

11-1-3-6 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 in order to receive the salary increment for additional hours or degrees.

11-1-3-7 Requests for increment advancements for experience need to be received by the first Friday of each month to be considered for that months and may only be requested once a year.

11-2 Longevity Pay (Effective July 1, 2018), the following shall be the longevity payment schedule:

11-2-1 A longevity payment of two thousand dollars and fifty-eight cents (\$2,000.58) 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 four thousand one dollar and fourteen cents (\$4,001.14) 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 six thousand one dollar and seventy-two cents (\$6,001.72) 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 eight thousand two dollars and twenty-nine cents (\$8,002.29) 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 ten thousand two dollars and eight-seven cents (\$10,002.87) 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

The District agrees to compensate for responsibility for activities which are carried on outside the contractual work week in accordance with the schedule below. It is expressly understood that for any teacher to be entitled to such stipend the work is question must be performed in addition to contractual duties.

Specific responsibility for each activity will be mutually agreed upon by the teacher and the principal (or their designee) at the beginning of the school year, based upon a district-wide position description.

11-3-1

	Schedule 1	Schedule 2	Schedule 3	Schedule 4
STEP 1	\$2,969	\$2,087	\$1,763	\$1,319
STEP 2	\$3,410	\$2,421	\$2,087	\$1,542
STEP 3	\$3,848	\$2750	\$2,421	\$1,763
STEP 4	\$4,292	\$3,116	\$2,750	\$1,986

*Effective 7/1/2018*

11-3-2 Increment advancements for experience shall be granted on August 1<sup>st</sup> 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 (Poms, Cheer, Dance, Drill, Flags, Etc.) middle school interscholastic head coaches of football, basketball, track, wrestling, soccer, and volleyball; and high school trainer for each of three seasons; Gifted and Talented liaisons for Adams City High School.

Schedule 3:

High school band director/orchestra; high school mariachi band high school sponsor of performing choral groups; high school publications (Yearbook, Newspaper, Electronic Media Communications); high school director of plays; high school weight lifting coordinator; assistant high school spirit leader sponsor (poms, cheer, dance, drill, flags, etc); 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; ; Gifted and Talented liaisons for middle schools.

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; middle school vocal music directors; elementary music teachers; approved club sponsors; Gifted and Talented liaisons for elementary schools, and Lester Arnold High School; middle school athletic directors.

11-3-3 A teachers previous experience on the supplemental salary schedule for a given assignment will be honored for step advancement, regardless of the number of years between their previous supplemental salary, experience and present experience.

11-3-4 When a teacher on the supplementary schedule moves upward from one schedule to another within the same discipline or sport, after taking a new position warranting that new salary schedule, they will be placed in the cell within that new schedule that is of higher pay than the pay received on the schedule they were previously on. {Example 1: A 4-year Middle School Gifted and Talented liaison on step 4 of Salary Schedule 3 (\$2,619), taking the High School Gifted and Talented position at Salary Schedule 2, would be placed on Step 4 (\$2,968)}.

11-3-5 During school year 2018-2019, pay for teachers of homebound and all summer curriculum work shall be reimbursed at the rate of twenty-seven dollars and ninety cents (\$27.90) per hour. A teacher required to work beyond their 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-seven dollars and ninety cents (\$27.90) 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-nine dollars and seven cents (\$39.07) 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.

11-3-6 During school year 2018-2019, pay for teachers of summer school will be reimbursed at the rate of thirty-nine dollars and seven cents (\$39.07) 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 their regular assignment will be paid their per diem amount of their 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 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.

11-6 Internal Substitute/Long Term Teaching Assignment Pay

11-6-1 Emergency Substitute Coverage

Certified staff members covering classes or splitting up class loads due to a shortage of substitutes shall be compensated as follows:

Class coverage compensation for class periods shall be a fraction of the long-term substitute rate, currently one hundred fifty dollars (\$150.00), based on the fraction of time for the total periods in a school day covered by a certified staff member.

Class coverage compensation for splitting class loads shall be a percentage of the long-term substitute rate, currently one hundred fifty dollars (\$150.00), based on the percentage of students reassigned from a class.

Substitute coverage time shall be logged, submitted, and paid following established time sheet protocols/procedures.

If a substitute is not available, volunteers shall first be solicited from certificated building staff for substitute coverage. If no volunteers are available, coverage shall be assigned from a rotation of available certificated staff for a given class period or time during the day when coverage of classes is required.

Teachers will not be compensated for substituting in the following situations:

- When teachers request to leave to attend a personal appointment where they do not use a half or full day absence, e.g.- teacher needs to leave an hour early and a colleague covers their class
- When learning coordinators and other ancillary teachers who are not assigned to specific groups of students or classes substitute for regular classroom teachers for full or half day assignments
- At times when learning coordinators and other ancillary teachers are absent and don't require substitutes

- When a teacher has a student-teacher who at the time has full responsibility for the teacher's class

Teachers will be compensated for substituting for the following:

- When the absence is processed through the automated substitute tracker system
- When the District or school creates a teacher absence for District or school purposes
- Other cases of unexpected or unplanned hardship as determined by Principals or other administrators

Teachers being compensated for substituting for a colleague are responsible for the work missed during their personal and/or collaborative and/or professional development time.

#### 11-6-2 Long Term Additional Assignment

Any teacher who agrees to teach an additional class in lieu of plan time and serves as the teacher of record beyond a week [five (5) consecutive school days], will be compensated at their per diem rate.

### **ARTICLE 12 – Teacher Benefits**

#### 12-1 Insurance

12-1-1 During school year 2018-2019, the District will contribute up to four hundred, fifty-six dollars and ninety-seven cents (\$456.97) for those who select DHMO or four hundred, fifty-seven dollars (\$457.00) for those who select HMO, 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 2018-2019, the District will contribute the lesser of six dollars and fifty seven cents (\$6.57) 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.

12-1-3 During school year 2018-2019, the District will contribute the lesser of twenty-seven dollars and fifty-five cents (\$27.55) 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 2018-2019, the District will contribute up to three dollars and sixty two cents plus forty five cents per dependent (\$3.62 + .45/dependent) per month on behalf of each member of the negotiating unit enrolled in the District's group life insurance plan.

12-1-5 Teacher participation in such plans is optional.

12-1-6 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 recommendation concerning their findings to the Board, 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 the Early Retirement Incentive Benefit by the District.

12-4-2 A teacher shall be eligible to be paid the Early Retirement Incentive Benefit only if such teacher's retirement request has been submitted to the District by March 31<sup>st</sup> 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 (if you are considering this option, please contact PERA), 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 the Early Retirement Incentive 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 (20) 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 (20<sup>th</sup>) year salary (benchmark). For purposes of this paragraph, salary shall include the teacher's salary schedule placement for the twentieth (20<sup>th</sup>) 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 2024-2025 School Year, at the time of the last incentive payment authorized by this article. By the end of the school year, 2017-2018, 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.

12-4-7 Early Retirement Incentive Benefit Example:

The 2011/12 school year was your 20<sup>th</sup> year in the district.

- 11/12 – 20 completed years
- 12/13 – 21 completed years
- 13/14 – 22 completed years
- 14/15 – 23 completed years
- 15/16 – 24 completed years

Questions to ask self:

Do I have 20 continuous years of service in Adams14?

*Yes, I do have 20 years continuous service in District. Hired in August 1992, 20 years in 2011/2012.*

When was I eligible for any PERA retirement benefit?

*At 20 years (2011/2012)*

I need to retire no later than five years after qualifying for Any PERA retirement benefits. In reviewing the grid on PERA's site it would appear that I was PERA retirement eligible in 2011/2012 at 20 years.

12-5 Retired Teacher Option

12-5-1 Eligibility

- 12-5-1(a) Currently employed full-time teacher with twenty (20) continuous years of service.
- 12-5-1(b) Complete a full contract year for the number of days as specified in the current Master Agreement.
- 12-5-1(c) This option is only available to teachers with an effective or equivalent rating during the current contract year.
- 12-5-1 (d), 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(e) No teacher who has opted for this Retired Teacher Option shall be eligible to receive the Early Retirement Incentive Benefit under Article 12-4.

12-5-2 Conditions for Retired Teacher Option

- 12-5-2(a) The teacher shall elect to retire from the School District and receive PERA retirement benefits. The teacher shall give notification of intent to retire from the District by March 31. For the next contract year immediately following the date of retirement, the employee shall work full-time for the District. (110 or 140 option).

- 12-5-2(b) 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(c) Participation in the Retired Teacher Option is for salary and health insurance only (due to ACA) and does not include coverage for dental, vision, and life or other insurances nor count toward PERA service credit.
- 12-5-2(d) Participants will be eligible for seven (7) temporary leave days with no buy back option or sick leave bonus.
- 12-5-2 (e), Any teachers on the Retired Teacher Option plan are excluded from the collective bargaining agreement and shall be considered as at-will employees.
- 12-5-2(f) Salary will be the net minus the school district's cost of the effective PERA and Medicare rate.

12-6 Accrued Sick and Temporary Leave

12-6-1 Accrued Sick and Temporary Leave Payment of Unused Portion of Accrued Sick Leave and Temporary Leave Upon Separation

Certified staff who do not have at least forty-five (45) days or three hundred thirty-seven and a half (337.5) hours of accrued leave balance, as of June 30, 2018, any accumulate up to forty-five (45) days or three hundred thirty-seven and a half (337.5) hours based on their designation of unused leave for accrual.

Separating employees, with at least five (5) days full consecutive years of employment, shall be compensated for one-half (1/2) of their accrued annual leave at their per diem rate, not to exceed three hundred, thirty-seven and a half hours (337.5) or forty-five (45) days.

Staff who have in excess of forty-five (45) days or three hundred thirty-seven and a half (337.5) hours of accrued leave as of June 30, 2018 will still be known as grandfathered days and paid according to 12-6-1.

In the event of an employee's death, eligible sick leave payout shall be paid to an employee's heir(s) or legal representatives authorized by law to receive unpaid compensation.

12-6-2 Cap on Accruals

Effective August 1, 2011, and annually thereafter, employees shall not accrue more than nine hundred (900) hours of sick leave or one hundred and twenty (120) days. An employee who has more than nine hundred (900) hours on the effective date shall stop accruing hours until such time that they use sick leave and falls below the cap.

**ARTICLE 13 – Extended Leaves of Absence**

13-1 Family and Medical Leave (FMLA)

13-1-1 Upon appropriate application, up to twelve (12) weeks of unpaid leave under the Family and Medical Leave Act (FMLA) of 1993 shall be available to eligible teachers. FMLA 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 FMLA shall be granted for any of the following reasons:

13-1-3-1 The birth of the teacher's child, or the placement of an adopted or foster care child;

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

13-1-3-3 A serious health condition that makes the teacher unable to perform their job duties;

13-1-3-4 A qualifying exigency arising out of the fact the teacher's spouse, child, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves; or

13-1-3-5 The teacher is the spouse, child, or parent next of kin of a covered service member with a serious injury or illness.

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 their 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:

13-2-1-1.1 Parental Disability Leave

13-2-1-1.2 Short-term parental leave

13-2-1-1.3 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, childbirth, or recovery there from. 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 a physician's statement to the

- District's Human Resources Office that describes the illness or incapacity and the projected date of return.
- 13-2-2-2 Use of the teacher's temporary and accumulated leave shall cease as of the date the 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 (Teachers eligible for FMLA leave, refer to Article 13-1)
- 13-2-3-1 Short-term Parental Leave for child care upon the birth or adoption of a child 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 (except as permitted under FMLA).
- 13-2-3-4 Any teacher returning from such Short-term Parental Leave will be assigned to positions for which they are qualified. When a teacher's written application for Short-term Parental Leave indicates a preference to return to their most recently assigned school, then that assignment shall be filled as requested. However, if the teacher's return results in over staffing at the school, then the procedure in Article 20 of this Agreement shall 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 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 their child. Such leave may begin at any time and may extend through the end of the current contract year.
- 13-2-4-2 Application for parental leave must be made thirty (30) days prior of 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 (except as permitted under FMLA).
- 13-2-4-4 Following the completion of such leave for ninety-one (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 ninety-one (91) days, a teacher shall be assigned to a position for which they are qualified.

13-2-4-5 A teacher on extended parental leave may be permitted to return to work before termination of their leave provided a vacancy for which they are qualified and is available. The teacher shall notify the Superintendent no less than thirty (30) days in advance of their requested return.

13-2-4-6 Upon written application by the teacher, such leave may be extended for one (1) semester or one (1) school year. Following completion of such leave, the teacher will be assigned to a position for which they are qualified.

13-2-5 If, before the expiration of a parental leave of absence, a teacher becomes aware that they are to become a parent again, they 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 (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<sup>st</sup> for first semester or a full year request, and by October 1<sup>st</sup> 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 range 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 a leave of absence will be assigned to a position for which they are 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 course;
  - b) Independent study;
  - c) Foreign or domestic travel.
- 13-4-1-3 The teacher shall be paid at the rate of one-half (1/2) of their salary and one-half (1/2) the teacher's share of insurance which the teacher would have earned during the year of absence. For purposes of this paragraph, one-half (1/2) 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 they had not been on sabbatical leave.
- 13-4-1-5 January 1<sup>st</sup> 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<sup>st</sup> of each year shall be the final date for approval or rejection of requests for sabbatical leave.
- 13-4-1-6 After the sabbatical leave has ended, if the teacher leaves the District's employment within three (3) years of the end of the sabbatical leave then the teacher shall refund to the District all salary and insurance premiums paid on their behalf during the sabbatical leave.
- 13-4-1-7 Sick leave shall not accrue during sabbatical 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 they are 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 salary schedule(s) 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 Illness or Physical Disability Leave may be granted to become effective either at some time during their 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 Illness or Physical Disability 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 medical physician appointed by the Board.

13-5-4 Leave will not accrue during Illness or Physical Disability Leave; provided, however, any earned but unused leave shall be reinstated to the teacher upon their return to the District. No other District benefits shall accrue.

13-5-5 Any teacher returning from Illness or Physical Disability 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 an extended association 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 as long as 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, s28-3-601 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 which they held at the time the 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, any 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 District's educational programs.
- 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 their application.
- 14-1-4 The following criteria in no particular order will be among those considered when selecting applicants for professional development leave: teaching field; grade level; order of application; prior utilization of professional development leave; membership in the professional organization hosting the conference.

### 14-2 Annual Leave Days

All Certified Staff will have 11 days of annual leave (association members will donate one day to sick leave bank unless they have formally opted out of the leave bank).

Annual leave days can be used for illness and/or personal business.

The Association and the District understand the unique requirements of staff attendance related to days immediately before and after breaks (fall, winter, spring) and full professional development days. Teachers shall not use annual leave on these days. Teachers absent on those days will be charged 1.5 annual leave days for these days.

Teachers who have an emergency on one of these days may appeal to the Chief Human Resources Officer or designee

If a supervisor notices a pattern of absences that could have a negative effect on instruction, he may confer with a teacher to express their concerns, get feedback from the teacher, and if deemed necessary, inform the teacher it could adversely impact their evaluation regarding professional responsibilities.

Each year between May 1 and May 15 certified staff will have the opportunity to elect in writing if they want unused annual leave days to be added to their accrued leave. If not specified in writing between the aforementioned days. The employee will be paid those unused days at the current substitute daily rate.

If an employee separates prior to the end of the contract the number of annual leave days will be prorated (based on percentage of contract days worked) unless the separation is due to illness or disability. The employee will be docked for any excessive leave taken if there is not sufficient accrued leave to cover the deficit.

Any absence in excess of three (3) consecutive days must be approved at least 48 hours in advance for all non-emergencies by the supervisor in consultation with human resources. Annual leave that is denied by the supervisor can be appealed to human resources. Each July certified staff shall receive, in addition to their regular pay and benefits, payment at the current daily substitute rate for all annual leave days not designated for accrual, and not used from the preceding school year. Administrator inquires expressing concern for well being of teachers is not considered harassment.

#### 14-2-1 Temporary Leave

14-2-1-1 Temporary leave is defined as leave that can be used for teacher's personal business and religious holidays.

Each full-time teacher contracted by the District shall be granted a maximum of five (5) total days of temporary leave [thirty seven and a half (37.5) hours.]

The Association and the District understand the unique requirements of staff attendance related to days immediately before and after breaks (Fall Thanksgiving, winter and spring), full professional development days, Data days and Vertical Articulation days. Temporary Leave days may not be used on aforementioned days without prior approval from your building administrator.

Request for approval for temporary leave in excess of three (3) consecutive days must be received by the teacher's supervisor at least forty-eight (48) hours in advance for all non-emergencies. Absences in excess of three (3) days for temporary leave must be approved by the Chief Human Resource Officer. Temporary leave that is denied by the Chief Human Resource Officer may be appealed to the Superintendent. Administrator inquires expressing concern for the well-being of teachers is not considered harassment.

#### 14-2-2 Sick Leave

14-2-2-1 Sick leave is defined as time-off from work that staff can use to address health needs.

Each full-time teacher contracted by the District shall be granted a maximum of six (6) total sick days [forty five (45) hours]

Sick leave may be used for a teacher's illness/disability, dental work, adoption of their child, illness or death in the immediate family or household. 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.

The Board and/or Superintendent and/or designee may request medical documentation to be presented by the teacher attesting to their illness sufficient to keep the teacher from work if there is a reasonable belief that the provision of this Article is being misused.

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.

#### 14-2-3 Accrued Sick Leave

14-2-3-1 Accrued sick leave is defined as the accumulated balance of any unused temporary and sick leave at the end of each school year.

All sick leave must be used prior to the use of accrued sick leave.

#### 14-2-3-2 Cap on Accruals

Effective August 1, 2011, and annually thereafter, employees shall not accrue more than nine hundred (900) hours of sick leave or one hundred and twenty (120) days. An employee who has more than nine hundred (900) hours on the effective date shall stop accruing hours until such time that they uses sick leave and falls below the cap.

14-2-4 Teachers contracted for less than a full contract year shall receive the pro-rated equivalent of the annual sick and temporary leave.

14-2-5 The Administration reserves the right to question absences that have become repetitive or patterned as long as the absences are not attributed to documented medical leave (FMLA), Article 14-2-2 is not applicable. Non-compliance with administrative directives attributed to abuses of leave may be subject to disciplinary action.

#### 14-3 Leave Bank

##### 14-3-1 Definitions

Effective school year 2000 – 2001, a Leave Bank (herein referred to as 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.

14-3-1-1 The reasons for which the Bank may be used are limited to a teacher's illness, disability or injury, or continuing treatment of an illness that prevents a teacher from working. Bank days shall be awarded only to teachers who fulfill their current contract and return to work following their 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 absences due to injury or illness of a member in the teacher's immediate family who need medical care and attention from the teacher.

14-3-1-3 Effective school year 2012 – 2013, new teachers hired to the District who become members of the Association within thirty (30) calendar days from the first contracted work day shall automatically be enrolled in the Bank and contribute one (1) day [seven and one-half (7.5) hours] of sick leave to the Bank to create their eligibility and participation in the Bank from then until the next annual solicitation. New Association members shall have thirty (30) calendar days from the first contracted workday to inform the Chief Human Resource Officer if they do not wish to participate in the Bank.

- 14-3-1-4 Association members not participating in the Bank may join the Bank during the open enrollment period in the first thirty (30) calendar days of the contract year. New members 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.
  - 14-3-1-5 Non Association members seeking to become a member after the first thirty (30) calendar days of the contract year may join the Bank, but will not be eligible to access the Bank until the following contract year. For example: In November a non-member becomes a member and wishes to join the Bank, in August of the following contract year the member will then be treated as a first year participant and will be eligible to use the number of days set forth in subparagraphs 14-3-3.
  - 14-3-1-6 Days solicited or assessed become the property of the Bank, and no longer count toward the individual member's current or accumulated leave.
- 14-3-2 Solicitation of Days
- 14-3-2-1 Leave days shall carry over from year to year. An annual solicitation of Bank leave days will occur at the beginning of the contract year to maintain a minimum balance of seven hundred fifty (750) hours of Bank leave days. During this time a member may provide written notification to the Chief Human Resource Officer to withdraw their participation from the Bank.
  - 14-3-2-2 If the amount of leave in the Bank falls below seven hundred fifty (750) hours during the same contract year, the Chief Human Resources Officer shall inform the Association that leave needs to be added to the Bank through a mid-year emergency solicitation.
  - 14-3-2-3 If the balance of leave days in the Bank exceeds two times the number of participants in the Bank on July 30 of each year, no days shall be deducted from current members in the bank for the succeeding school year.
  - 14-3-2-4 The Association shall then have ten (10) work days to inform the building teachers that each member shall contribute seven and one-half (7.5) hours to the Bank unless the Chief Human Resource Officer receives a written statement from teacher that they do not wish to participate. The teacher shall have ten (10) workdays to submit this statement to the Chief Human Resource Officer.
  - 14-3-2-5 If a member does not have seven and one-half (7.5) hours of leave to contribute to the Bank, the member will not be eligible to participate in the Bank until they are able to contribute to the Bank.
  - 14-3-2-6 Within twenty (20) contract days of the Bank mid-year solicitation, the Chief Human Resource Officer shall forward a report summarizing how many hours were added and the new Bank balance.
  - 14-3-2-7 If the entire number of sick leave hours in the Bank is exhausted at any time, no leave shall be awarded from the Bank until additional Bank leave days have been solicited.
- 14-3-3 The following conditions shall govern the granting of leave hours from the Sick Bank:

1. The first year a member elects to participate in the Bank, they shall be eligible for a total of one hundred twelve and one-half (112.5) hours or fifteen (15) days.
2. The second consecutive year a member participates in the Bank, they shall be eligible for a total of two hundred twenty-five (225) hours or thirty (30) days.
3. The third consecutive year and each year thereafter a member participates in the Bank, they shall be eligible for a total of three hundred thirty-seven and one-half (337.5) hours or forty-five (45) days.

14-3-3-1 Bank leave may be granted after a teacher has used ten (10) annual leave days from either the current year or accrued date.

A first-year employee of the district who is a member will only be charged five (5) days of leave. If a teacher does not have required leave days they must incur absences without pay to reach threshold days before being granted access to the bank leave.

After the initial solicitation and before each succeeding solicitation for Bank leave 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.

14-3-3-2 A member may not use more than three hundred thirty-seven and one-half (337.5) hours or forty-five (45) days in one contract year.

14-3-3-3 Not more than three hundred thirty seven and one-half (337.5) hours may be used by one member for the same injury or illness.

14-3-3-4 Medical verification to substantiate the need for Bank leave days used for a teacher's illness, disability, or injury shall be required upon application.

14-3-3-5 If a member is receiving compensation from the District's Workers' Compensation Insurance fund, the District's long-term disability insurance, or the PERA disability fund, they shall not be eligible to receive Bank leave for the same period of time.

14-3-3-6 In no event shall the number of total hours used exceed the number of hours remaining in the Bank unless approved by the Board

#### 14-3-4 Leave Bank Operation and Administration

14-3-4-1 The operation and administration shall be by the Chief Human Resources Officer or Designee who will communicate Bank information to the Association President.

14-3-4-2 Application for Sick Leave bank benefits shall be submitted by the member and approved for extended illness of the member only that has been verified by a doctor's statement and submitted to the Chief Human Resources Officer.

14-3-4-3 By October 1<sup>st</sup> and May 1<sup>st</sup> of each contract year the Chief Human Resources 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.

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 teacher's immediate household.

14-4-2 Seven and one-half (7.5) 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 extended 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 temporary or accrued sick leave.

14-4-3 Whenever possible, written application for bereavement leave shall be submitted to the Chief Human Resource Officer via the teacher's 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

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 educational programs 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 (15) additional days used. All such leaves shall be taken for one-half (1/2) day or full day.

14-6 Partial Release for Association President (40%)

The Association President will be released for the purpose of participating in activities of the Association. The intent is to develop an effective communication model and collaborative process between teachers and administration.

The Association will pay for the cost of the additional .4 FTE (considered an ESS employee in order to not alter the ratio of staffing at the building of the President) to support the release by the President. An annual review and, if necessary, a solicitation of all certified staff's leave days will occur at the beginning of the contract year to maintain a positive balance to cover the President's leave. Donated leave days will be converted to dollars using the donors per diem. The District reserves the right to hire the additional .40 FTE at the building level.

#### 14-7 Leave for Civic Duty or Other Court Appearances

##### 14-7-1 Civic Duty

Teachers who are summoned for jury duty will be granted civic duty leave with pay for such time as their presence is ordered (an official time slip from the courts is required). Teachers are expected to return to their place of employment when they are dismissed and are able to return to work to fulfill a minimum time of three and three-fourths (3.75) hours of the remaining workday. In such cases, any witness or jury duty fees, not including mileage, paid to the teacher shall be promptly remitted to the District.

##### 14-7-2 Other Court Appearances

Teachers who are summoned to appear at a civil, criminal, or administrative proceeding in connection with a matter in which they are a witness (and are not a party to a legal matter against the District), or are required by the District to appear in court or at a civil, criminal, or 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 (an official time slip from the courts is required). Teachers are Expected to return to their place of employment when they are dismissed and are able to return to work to fulfill a minimum time of three and three-fourths (3.75) hours of the remaining workday. In such cases, any witness or jury duty fees, not including mileage, paid to the teacher shall be 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 teacher's principal in case of emergency.

15-1-1 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.

15-1-1-1 Preschool and pre-Kindergarten classrooms shall have at least forty-five (45) consecutive minutes of individual teacher-directed planning and preparation each day, Monday through Thursday, each day consisting of an eight (8) hour contract day. Contract time will equal no more than seventy-five (75) hours within a two-week period. Fridays will be dedicated to professional learning, professional development/mandatory trainings, staffing, student testing, all associated reporting, and limited individual plan time, as indicated as follows. A total of three and one-half (3.5) hours Friday plan time will be given in an eight (8) week period.

15-1-1-2 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 (2) week period. Teacher directed planning time shall be exclusive of meetings, conferences, professional development, or other activities that are

not teacher directed unless extenuating circumstances exist in order to comply with District policies and procedures.

15-1-1-3 Secondary classroom teachers shall have at least one (1) teacher directed planning period per day equivalent to a regular class period. A class period shall be no less than 45 minutes. Teacher directed planning time shall be exclusive of meetings, conferences, professional development, or other activities that are not teacher directed unless extenuating circumstances exist in order to comply with District policies and procedures.

15-1-2 Teachers will be permitted to leave school property during their lunch period after notifying the school office. A teacher may leave to attend to personal business during their planning period only with prior approval of the teacher's principal or immediate supervisor. Teachers may leave school property during their planning period to conduct school business only when approved by the teacher's principal or immediate supervisor. Teachers may not flex their contract time in any way without prior approval of the teacher's principal.

15-1-3 The principal may direct time for building and other school related activities within their normally scheduled hours which may include but is not limited to staff meetings, data discussions, etc. In the event of a scheduling dispute, the decision of the principal shall be final.

15-1-4 Except in the emergencies when a principal is required to be absent for a period of one-half (1/2) 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.

15-1-5 During the school year 2018-2019, teachers shall receive no less than seven (7) hours teacher-directed time on December 18<sup>th</sup> and three and one-half (3.5) hours on May 24<sup>th</sup>. This time shall be used during the workday to prepare records and classrooms, analyze data, or meet with teammates during each of the two (2) end of grading period workdays. The remaining time on May 24<sup>th</sup> shall be reserved for building level activities.

## 15-2 Teacher Work Year

The contract year for teachers shall be one hundred eighty-eight (188) days. No more than one hundred seventy-six (176) days shall be scheduled as pupil-teacher contact days.

15-2-1 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 their per diem rate. For purposes of this paragraph, salary shall be the teacher's salary schedule placement for the school year. Teachers unable to attend District orientation shall attend the following year.

15-2-2 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 their per diem rate. For purposes of this paragraph, salary shall be the teacher's salary schedule placement for the contract year.

## 15-3 Teacher Personnel Files

- 15-3-1 The Colorado Open Records Act (Colorado Revised Statutes, 1973, S24-72-201 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 District personnel files.
- 15-3-3 Material which is derogatory to a teacher's conduct, service, or character in the performance of their 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 they have 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) calendar 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 their files, in writing. The teacher's response shall be reviewed by the teacher's 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 (1) 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 personnel file, the District shall notify the teacher within three (3) days of receipt of such order.
- 15-4 Teacher Protection from Assaults and Battery
- 15-4-1 Any teacher who has suffered an assault or battery in connection with their District employment shall immediately make a written report of the circumstances thereof to the teacher's 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) calendar 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 a teacher's clothing or personal effects are damaged, destroyed, or stolen as a result of willful malice, as indicated in 15-4-1, and when administrative review shows that the teacher 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 District employment, provided the teacher

is not guilty of criminal act, the teacher will be paid their full salary, less the amount they receive 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. No part of such absence shall be charged to temporary or accrued 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 their rights and obligations in connection 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 face their accuser concerning the complaint lodged against them.

15-5-2 If criminal or civil proceedings are brought against a teacher alleging that they have committed an assault in connection with the teacher's District employment, such teacher, after making the reports previously described in 15-4-1, may request, and the Board may provide, assistance in the preparation of the teacher's defense in so far as the interests of the teacher and the District are not in conflict.

15-5-3 If a civil or criminal complaint is filed against a teacher in connection with 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/Appeal Process

15-7-1 Evaluations will be conducted in accordance with state law and Board policy GCOA-R. 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 teacher effectiveness 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 District shall not publish or share information regarding the evaluation ratings of any licensed employee with anyone other than administrators, or other individuals legally entitled to review such and the employee who was the subject of the evaluation, unless the employee consents in writing that the evaluation ratings and information may be shared and with whom.

15-7-3 The teacher shall affix their signature or electronic signature to indicate that they are aware of the content of the final rating. The signature of any person on the report will not be construed to indicate agreement with the information contained therein.

15-7-4 The following timelines and process will be adhered to for the teacher evaluation process, some flexibility is necessary for proper administration of the evaluation system. Minor deviations or variances in the procedures will be permitted as long as the variance do not result in significant hardship for or malicious treatment of the teacher:

15-7-4-1 The specific persons who will or might evaluate the teacher shall be designated. Each non-probationary teacher shall have received a minimum of one (1) formal observation within the school year. Each probationary teacher shall have received a minimum of two formal observations within the school year. The post-observation conference will occur no more than ten (10) days after the formal observation. Teachers may submit artifacts as part of their evaluation process.

#### Orientation

Each principal or designee should provide an orientation on the evaluation system at the beginning of each school year, preferably prior to the opening of school and at a minimum within the two weeks of school commencing for students. This will ensure that Teachers who are new to the system will have the knowledge they need to actively participate in their own evaluations. It will also provide a forum for District staff to review the system and learn of any changes made since the previous year.

#### Self-Assessment

Each teacher should complete a self-assessment using the Rubric for Evaluating Colorado's Teachers at the beginning of the school year, or no later than the third week of school commencing for students. This step in the process provides the person being evaluated with an opportunity to reflect on personal performance over the course of the previous year and in the context of the students, teachers, and school for the current year.

#### Review of Goals and Performance Plan

As soon as the teacher's self-assessment has been completed, or no later than the second Friday of October, the evaluator and person being evaluated should review the school's annual goals as well as the performance plan for the person being evaluated. This step allows the teacher to consider the unique context for that year with respect to the school's culture, student body, community issues, and changes in district initiatives and to adjust professional and school goals.

#### Mid-Year Review

The teacher and evaluator should schedule time to review progress toward achieving school and personal goals. As a result of this review, every person being evaluated should have a clear understanding of their potential effectiveness rating based on evidence available to date. Any current rating shall be available online to the teacher no less than two (2) working days before the scheduled conference. The evaluations shall contain suggestions and/or a planned program for improvement if necessary. This step is to be completed no later than the third Friday of January.

#### Evaluator Assessment

Evaluators should review the performance of teachers throughout the year and record their ratings on the rubric as such information is collected. This

is not an end of the year activity, but rather one that is conducted in a consistent and ongoing manner. The evaluator should complete the rubric prior to the end-of-year review. A teacher should know without question the likely rating they will be receiving

#### End-of-Year Review

The evaluator and teacher being evaluated discuss the teacher's performance ratings, self-assessment ratings, artifacts, and any evidence needed to support either the self-assessment or evaluator ratings. The evaluator assessment and effectiveness rating shall be available online to the teacher no less than two (2) working days before the scheduled conference. This step must be completed no later than the first Friday of May.

#### Final Ratings

Should the evaluator and the teacher being evaluated not agree on the final ratings during the end-of-year review, they should determine what additional evidence is needed in order to arrive at the final rating? The suggested two-week period provides adequate time to collect and summarize the evidence and have a discussion to determine final ratings. The teacher shall affix their signature or electronic signature to indicate that they are aware of the content of the final rating. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. This step must be completed no later than the third Friday of May.

#### Appeal

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures. The teacher may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation.

#### Goal Setting and Performance

Using the element and standard ratings, comments, and artifacts discussed during the end-of-year review and the establishment of final ratings, the teacher will develop a professional growth plan designed to address any areas in which growth and develop are needed, professional development or training required, and other resources needed to fully implement the professional growth plan.

### 15-7-5 Appeal Process

Per State Statute and Colorado Board of Education rules, the process to appeal a rating of ineffective or partially effective shall only apply, to a non-probationary teacher, after a second consecutive year of such rating. The appeals process shall be limited only to making a determination of whether a rating of effective was appropriate.

15-7-5-1 The appeal process shall adhere to the following principles:

- i. The appeal process shall be fair and clearly communicated to Teachers, evaluators, and Principals.
- ii. The appeal process shall be aligned with and a component of a larger performance evaluation system.

- iii. The appeal process shall be constructed to produce decisions in a timely and decisive manner.
- 15-7-5-2 The process by which an appeal is filed, shall be voluntary for a teacher, and initiated only if they choose. The process permits a teacher to file an appeal to a rating of ineffective or partially effective to the District review panel, comprised of 2 teachers and 2 administrators. The burden is upon the teacher to demonstrate that a rating of effective was appropriate.
- 15-7-5-3 The appeal process shall begin on the date the Teacher receives their second consecutive Performance Evaluation Rating of ineffective or partially effective and shall conclude by July 31<sup>st</sup> or prior to the start of the subsequent school year whichever comes first, after they receive the Performance Evaluation Rating. A Teacher shall file an appeal within fifteen (15) calendar days after receiving their rating. Teacher appeals must be received by May 30<sup>th</sup>.
- 15-7-5-4 The decision on the appeal must be received on or before July 31<sup>st</sup> or prior to the start of the subsequent school year, whichever comes first, from when the rating was received.
- 15-7-5-5 The hearing will be scheduled no sooner than 25 calendar days and no more than 35 calendar days after the teacher has filed their intent to appeal.
- 15-7-5-6 The Teacher must submit all grounds for the appeal in writing at least 5 calendar days prior to the hearing for individual panel member review.
- 15-7-5-7 A Teacher is permitted only one appeal for the second consecutive Performance Evaluation Rating of ineffective or partially effective. A Teacher filing an appeal shall include all grounds for the appeal. Any grounds not raised at the time the written appeal is filed shall be deemed waived.
- 15-7-5-7(a) The grounds for an appeal shall be limited to the following:
- a. The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the final Performance Evaluation Rating that was assigned (e.g., an observation was never completed or feedback was never shared with the Teacher); and/or
  - b. The data (Quality Standard 6) relied upon for the Performance Rating was inaccurately attributed to the teacher.
- 15-7-5-8 Any documents and/or proceedings related to the appeal process shall be confidential. The documents and/ or proceedings for appeal shall only be shared with those who monitor, facilitate and participate in the process, specifically the following:
- The appeals panel/ committee,
  - Evaluator,
  - Principal,

- Superintendent,
- Teacher,
- Association Representative,
- Legal or Advisory Counsel

15-7-5-9 The review panel shall be comprised of members that were not directly involved in the evaluation process for the appealing Teacher. The superintendent may appoint himself or herself to the review panel.

Selection and Composition of Panel:

- i. Panel members shall be selected and trained in a manner designed to ensure the credibility and expertise of the panel members. The panel shall be comprised of equal numbers of teachers and administrators with no more than six panel members. A process shall be developed to ensure continuity of the review panel members.
- ii. Teachers on the committee shall be non-probationary and shall have been rated as effective or above on their most recent evaluation. Teachers on the committee shall be selected from a list provided by the Association.
- iii. Administrators serving on the panel shall be rated as effective on their most recent evaluation, shall be experienced in evaluating instructional practices, shall be familiar with evaluation procedures and processes as outlined in statute as well as the Master Agreement.
- iv. There shall be a pool of individuals (teachers and administrators) who are trained to serve on a panel.

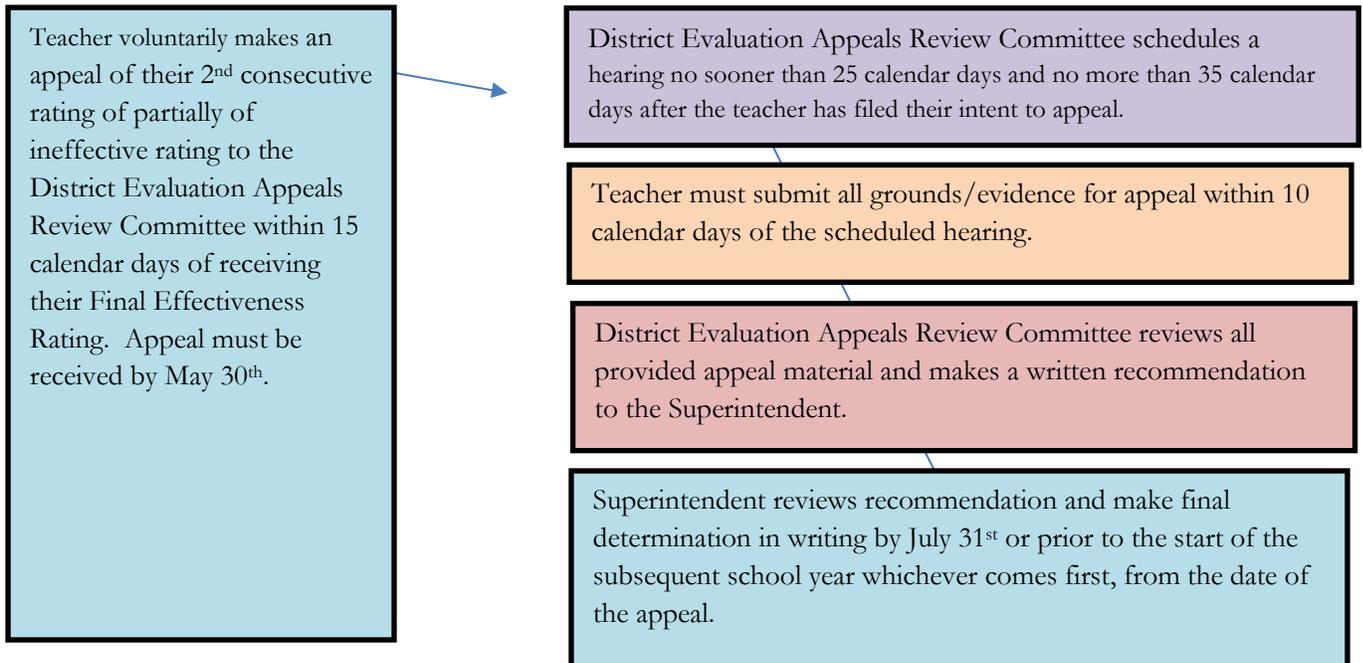
15-7-5-10 The appealing Teacher shall be given the opportunity to address and provide evidence to the review panel in person or in writing. The review panel shall review any written information provided by the appealing Teacher prior to meeting to render a recommendation.

15-7-5-11 The panel is expected to hold a conversation on the evidence submitted.

- i. The review panel may invite the Teacher, or Teacher's Principal, to present information in person or in writing, where clarification is necessary; however, the Teacher and Principal shall have the right of refusal without prejudice.
- ii. Once the panel arrives at a recommendation, the panel must prepare and submit its recommendation and the rationale to the superintendent.
- iii. The review panel shall advise the superintendent on all matters regarding appeals. The superintendent shall be the final decision-making authority in determining the Teacher's final Performance

Evaluation. In cases where the committee is unable to arrive at a majority decision, the superintendent shall make the final determination.

- iv. The superintendent, or designee, shall be the final decision-making authority in determining a teacher’s final Performance Evaluation Rating and whether a non-probationary teacher shall lose their non-probationary status. The superintendent shall provide a written rationale for their final determination.
- v. The appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of non-probationary status. If the appealed rating is upheld the Teacher will begin the following year as a probationary employee.
- vi. If the superintendent, or designee, determines that a rating of ineffective or partially effective was not accurate, but there is not sufficient information to assign a rating of effective, the Teacher shall receive a “no score” and shall not lose their non-probationary status. However, if in the following academic school year that Teacher receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the Teacher shall be subject to loss of non-probationary status. This subsequent rating of partially or ineffective may not be appealed.



- 15-7-6-1 In the year following a non-probationary teacher receiving an end of year Overall Effectiveness Rating of “Ineffective” or “Partially Effective” the teacher shall be given the opportunity to improve their rating level on the standard(s) through the implementation of a Teacher Development Plan starting the fall of the next school year. Principals and/or the non-probationary teacher could initiate the Teacher Development Plan as early as the Mid-Year Review in order to provide early support and address needs of the teacher as indicated in the Professional Practices Rubric.
- 15-7-6-2 The evaluator and the teacher shall mutually develop a detailed Teacher Development Plan which identifies the specific deficiencies, types of resources needed, and assistance to be provided along with specific steps to be taken by the evaluator and non-probationary teacher to achieve a rating level of “Proficient” or above on the Quality Standard(s) marked “Basic” or “Partially Proficient” at the End of the Year Review that resulted in an “Ineffective” or “Partially Effective” Overall Effectiveness Rating.
- 15-7-6-3 The evaluator will monitor the teacher’s progress on the Teacher Development Plan and provide feedback, support and resources to the non-probationary teacher. A minimum of one (1) additional formal observation and conference will be held after placement on the plan and prior to the Mid-Year Review meeting.
- 15-7-6-4 Following completion of the timeline established in the Teacher Development Plan, the principal, evaluator and teacher will meet to review the process and data collected at the Mid-Year Review. The principal will state, in writing, whether or not the teacher has corrected the identified performance problems and has attained a rating level of “Proficient” or above on the Quality Standards marked “Basic” at the previous year’s End of Year Review. The principal will then make a recommendation to return the non-probationary teacher to the regular annual evaluation process or continue on a Teacher Development Plan for the remainder of the school year.
- 15-7-6-5 The non-probationary teacher who receives a second consecutive Overall Effectiveness Rating of “Ineffective” or “Partially Effective” and is at risk of losing non-probationary status has the opportunity to appeal that rating. (See Appendix B to review the Non-Probationary 2<sup>nd</sup> Year Appeal Process)

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 Article 8. 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 (1) school day from the time of the verbal advisement, except by mutual agreement.

15-9 Opening Weeks

15-9-1 The District and the Association recognize the need for quality professional development, trainings, and adequate time to prepare, therefore teachers shall have a minimum of one and half (1.5) workdays of teacher-directed time. Reporting day will be a teacher directed day, with the exception of one (1) hour for an all staff meeting as directed by the Principal. At the conclusion of the district kick-off rally, the remainder of the day will be teacher directed work time. Teachers shall have two (2) workdays of principal directed. Between teacher start and student start days.

**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 employed by the District more than three (3) 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 Adams 14 shall be paid the salary and benefits to which they are 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 they are qualified. If requested, in writing, prior to the exchange, consideration will be given to place the teacher at their 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 contract year, the Board shall provide written notice on or before the last day of the teacher's contract year to those teachers 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 order only after consideration of teacher effectiveness in the current period:
- 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 contract were canceled in the reverse order of cancellation after consideration of teacher effectiveness in the current evaluation period.
- 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.

19-2-2 A teacher may learn of existing vacancies during the summer by contacting the Division of Human Resources or by visiting the District's website.

19-2-3 When filling vacancies or staffing new schools, displaced teachers followed by currently employed teachers shall be given the first opportunity to apply for those assignments. Effectiveness, 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 transfers to vacancies may be submitted for a minimum of ten (10) days following the date of posting.

19-2-5 With the exception of summer school positions, when a position is filled, those teachers who have been interviewed for the position, but were 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 via the applicant tracking system.

- 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 by the principal/school with each teacher who has submitted a request for transfer to that vacancy. Such interview shall be conducted by the building administrator.
- 19-3-4 The receiving school shall follow the mutual consent process including input from at least two teachers employed at the school.
- 19-3-5 Recommendations from principals who are affected by a transfer may be requested by the releasing principal.
- 19-3-5 A request for transfer not acted upon will be considered for action until September 1<sup>st</sup> 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 break periods to retain eligibility for transfer consideration.
- 19-3-7 Teachers may contact the Division of Human Resources or use the applicant tracking system at any time to discuss or modify their requests for transfers.
- 19-3-8 Teachers shall not be transferred to positions for which they are not qualified.

### **ARTICLE 20 – Teacher Displacement**

The following procedures shall be followed in effecting a Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building; including closure, consolidation, or reconstitution that causes non-probationary, effectively, or highly effectively performing teacher to be displaced.

#### 20-1 Pre-Displacement of Non-Probationary Teachers

Due to the effects of displacement on non-probationary, effectively, or highly effectively performing teachers, those teachers will have opportunities to be hired prior to the formal displacement action. The pre-displacement procedures are as follows:

- 20-1-1 As soon as practicable, Human Resources, with input from the building principal, will identify possible displacement candidates based upon the following criteria: (a) program/curriculum needs; then (b) co-curricular activity needs; then (c) the administration may consider a non-probationary teacher's experience, education, training, and seniority. The affected teacher(s) will be notified of the same at the earliest possible date.
- 20-1-2 The building principal will consider placement of the non-probationary teacher in another position within the school for which the teacher is qualified.
- 20-1-3 If no in-building placement is available, the non-probationary teacher will be allowed to interview for any vacant position per Article 19 (Transfer) in order to be hired into another position in the District for which the teacher is qualified, prior to other applications not subject to displacement.

- 20-2 Displacement of Non-Probationary Teachers  
 Consistent with state law, the displacement of non-probationary effectively or highly effectively performing teacher occurs when a teacher is displaced from their position as a result of:
- 20-2-1 A drop in enrollment in the school or program;
  - 20-2-2 Turnaround;
  - 20-2-3 Phase-out;
  - 20-2-4 Reduction in program(s); or
  - 20-2-5 Reduction in building, including closure, consolidation or reconstruction
- 20-3 Notice of Displacement  
 The District will provide written notification of displacement status to all teachers who have been displaced as well as to the President of the Classroom Teachers Association as soon as reasonably possible. This written notification is not applicable to probationary teachers subject to the non-renewal process.
- 20-4 Mutual-Consent Position & Process  
 A principal shall recommend assignment of a displaced teacher to a position in the principal's school. The principal's recommendation shall also include input from at least two teachers employed at the school as chosen by the faculty of teachers at the school to represent them in the hiring process.
- 20-5 Short Term Assignment, Applicants, & Priority Hiring Pool
- 20-5-1 Short Term Assignment  
 Upon receiving notice of displacement, the non-probationary teacher will be placed into a twelve (12) month or other limited-term assignment that may include, but is not limited to, a teaching assignment, substitute assignment, or instructional support role.  
  
 During this period, the non-probationary teacher will have access to the priority hiring pool and may attempt to secure an assignment through the mutual-consent placement process discussed in Section (20-4) above.  
  
 The limited-term assignment shall not constitute an assignment through the mutual-consent placement process, and shall not be deemed to interrupt the period in which the non-probationary teacher is required to secure a mutual consent assignment through such process.  
  
 During the limited-term assignment, the non-probationary teacher will maintain their salary and benefits commensurate with those earned during the year they were displaced.
  - 20-5-2 Applications & Priority Hiring Pool  
 Upon receiving notice of displacement, the non-probationary teacher may go through a mutual-consent hiring process by applying for a vacant position at another school

or program for which they are qualified in accordance with position application procedures through the Office of Human Resources.

The District shall create and administer a priority hiring pool, which shall consist of displaced non-probationary teachers who were deemed effective or highly effective in their performance evaluation preceding their displacement, and who were unable to secure a position through the pre-displacement process in Section (20-1) above. The teacher will have two (2) school-based hiring processes (cycles) to obtain a mutual consent placement. The hiring cycles are as follows:

- 20-5-2-1 Cycle (I): From January 1<sup>st</sup> through August 31<sup>st</sup> of current school year of displacement; and
- 20-5-2-2 Cycle (II): From September 1<sup>st</sup> through December 31<sup>st</sup> of subsequent school year of displacement.

The Office of Human Resources will provide members of the priority hiring pool with a list of all vacant positions as well as a list of vacancies in any area identified by the District as an area of critical need, and shall receive the first opportunity to interview for available positions for which they are qualified within the District and prior to any applicants not subject to displacement.

#### 20-6 Displaced Non-Probationary Teachers – Unpaid Leave

If a non-probationary teacher is unable to secure a mutual consent position after two hiring cycles, the non-probationary teacher shall be placed on unpaid leave until such time as the teacher is able to secure a position.

If the teacher secures a position at a school in the District while placed on unpaid leave, the District shall reinstate the teacher's salary and benefits at the level they would have been at if the teacher had not been placed on unpaid leave.

During the period of unpaid leave, the non-probationary teacher is not subject to the provisions of negotiated board policies affecting teachers, including but not limited to, policies pertaining to teacher evaluation.

### **ARTICLE 21 – Administrative Opening**

- 21-1 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.
- 21-2 Application closing dates on posted supervisory or administrative position will not be fewer than five (5) work days from the effective date of vacancy notice.
- 21-3 Applications for posted vacancies must be submitted using the on-line application tracking system at [www.adams14.org](http://www.adams14.org) on or before the application closing date.
- 21-4 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 22 – Summer School**

- 22-1 A notice of all openings for teachers for regular summer school will be posted on the District Website no later than the preceding May 1<sup>st</sup>. Applications for such openings must be submitted within five (5) 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.
- 22-2 In filing 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.
- 22-3 Summer school teachers shall be paid the hourly rate of pay set forth in Article 11-3-4.

## **ARTICLE 23 – Teaching Facilities**

- 23-1 To the extent practicable, each teacher and classroom will be provided with adequate resources to deliver instruction, including but not limited to:
  - 23-1-1 Use of a working desk, chair, computer, and a lockable cabinet for each teacher in order to store personal belongings.
  - 23-1-2 Suitably maintained instructional areas, including desks for all students assigned to class, teacher preparation stations, and restrooms.
  - 23-1-3 Use of a telephone in each room/office.
  - 23-1-4 Private staff lounge and/or workroom.
  - 23-1-5 A method for delivering audio/visual materials.
  - 23-1-6 Basic office supplies.
  - 23-1-7 Parking areas at each school.

## **ARTICLE 24 – Part-time Contract of Teachers**

- 24-1 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:
  - 24-1-1 Initial placement on the salary schedule shall be according to the provisions set forth in Article 11;
  - 24-1-2 Salary shall be in proportion to their assignment;
  - 24-1-3 Planning time during the work week shall be commensurate with percent of time taught;
  - 24-1-4 Proportional temporary leave;
  - 24-1-5 Uninterrupted, daily, duty-free lunch period at least commensurate with percent of time taught;
  - 24-1-6 PERA;

- 24-1-7 Group health insurance in proportion to their assignment;
  - 24-1-8 Life insurance in proportion to their assignment;
  - 24-1-9 Dental insurance in proportion to their assignment;
  - 24-1-10 Vision care insurance in proportion to their assignment.
- 24-2 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:
- 24-2-1 Initial placement on the salary schedule shall be according to the provisions set forth in Article 11.
  - 24-2-2 Salary shall be in proportion to their assignment.
  - 24-2-3 Planning time during the workweek shall be commensurate to the percent of time taught.
  - 24-2-4 Proportional temporary leave.
  - 24-2-5 PERA.
- 24-3 All part-time teachers shall be eligible to receive the rights and benefits included in the following article of this Agreement: Articles 8, 10-1, 12-3, 14-2, 14-4, 14-7, 15-3, 15-4, 15-5, 15-6, 15-7, 17, and 23.

**ARTICLE 25 – Site-Based (Advisory Committee) Decision Making Team**

- 25-1 Intent: The District and the CTA agree that giving teachers and increased responsibility in the decision making process fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of the learning environment. In support of shared decision making, each school shall establish a Shared Decision making Team (SDMT), which legitimately engages administrators, teachers, support staff, parents and students where appropriate, in planning, gathering and analyzing data, proposing, implementing, evaluating solutions, and making decision in the best interest of the individual school. The SDMT shall exist independently from other existing school based committees. This procedure, which is an evolutionary process assuming greater definition through annual review and modification.
- 25-2 Timelines: Prior to the student’s first day of the year, the SDMT shall convene to develop their shared decision making plan. Prior to the last Friday of August, the SDMT shall communicate their plan with the building’s community (students, families, teachers, administrators, etc.) The plan shall be implemented in accordance with the team’s established timelines. The principal or designee shall provide a copy of the SDMT plan to the building’s Association Representative, the CTA president, and the Executive Director of Curriculum and Instruction by the first Friday in September. The SDMT shall meet monthly during contract hours unless mutually agreed upon. Individual meeting notes shall be shared with all staff within 24 hours of the meeting and the Building Accountability and Advisory Committee at the committee’s next meeting.
- 25-3 Scope: Topic of review by the SDMT shall include, but will not be limited to the following:
- Create a process to address building concerns and issues (ex. substitutes/absences, paper, copies)

- Expenditure of funds available to the building
- Allocation of resources
- Selection and mentoring of teaching staff
- Implementation of Master Schedule and building activity calendar
- Building level professional learning areas of focus taking into consideration student data, teacher needs, the school's unified improvement plan, school status, specialized programming and district-directed professional learning initiatives
- Distribution of technology resources
- Allocation of FTE
- 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
- Establishment of a student discipline/matrix at each site
- Extra-curricular activities or clubs that fall under the scope of the building's budget
- To explore concerns relative to the proper implementation and functioning of the educational programs in the building

25-4 Within each building the SDMT shall be composed of but not limited to: One (1) teacher from each grade level of department, selected by the teachers in the grade level or department.

Two (2) administrators at Adams City High School, Adams City Middle School, and Kearney Middle School and one (1) administrator at each elementary school and Lester Arnold High School.

The SDMT shall be co-planned and co-administrated by the building principal or their designee and the building AR or their designee.

25-5 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.

#### **ARTICLE 26 – Incentive Pay (Teacher Referral)**

26-1 For the 2018-2019 school year, a teacher referral incentive shall be in effect. The teacher referral incentive is available to all certified employees. In order for a referring teacher to become eligible for the incentive, the referred applicant must indicate on their application the employee who referred the applicant, and must be hired. Incentive amounts are as follows:

- \$800 for special education (including other special service providers)
- \$800 for math and science
- \$500 for all other certified new hires

The incentive will be paid in two (2) parts. The first half will be paid to the referring employees on the first payday of the new employee's contract. The second half will be paid to the referred employee on the first payday after the referred contract year or calendar year as an employee in the district. The incentive will not be paid to a referring teacher or the referred teacher who is not on the payroll.

**MEMO OF UNDERSTANDING – A 2018-2019**  
**Senate Bill 10-191 – Ensuring Quality Instruction through Educator Effectiveness**

In consideration of SB 10-191 and with legal clarification and direction still needed, the Association and the District mutually agree to a joint 1338, SB 10-191 Educator Effectiveness Committee. The purpose of the committee shall be to consider and make recommendations for changes in policy and procedure. Any recommended changes shall be submitted to the Superintendent and the Association during negotiations. This recommendation shall then be submitted to the Board along with the Superintendents recommendation.

The committee shall consist of no more than three members of each negotiation side and one non-member for each side of the negotiation team who would serve in an advisory role, for a total of four members per side. The committee may also include community members and other stakeholders as allowed or required by law.

The Superintendent or their designee shall convene the committee in the first educational semester and in the second educational semester to adopt any pertinent language regarding Educator Effectiveness as appropriate.

This memo of understanding shall be followed unless the District is directed by the Colorado Department of Education or another governmental authority to implement specific provisions of SB 10-191 Educator Effectiveness.

**MEMO OF UNDERSTANDING – B 2018-2019 & 2019-2020**  
**Compensation and Benefits**

Increment advancements for experience shall not be granted for the salary or supplemental salary schedules. Instead, employees will receive a 5.0% cost of living adjustment increase to the base of the 2018-2019 certified salary schedule.

Education lanes will be provided as earned and in accordance with Article 11.

Longevity will be provided as earned and in accordance with Article 11.

Supplemental will be provided as earned and in accordance with Article 11.

The district will pay medical, dental and vision insurance for the 2018-2019 school year and up to 4% during the 2019-2020 school year. During which the employee is responsible for increases above 4%.

**MEMO OF UNDERSTANDING – C 2018-2019**  
**Class Size**

The number of pupils assigned to any classroom shall not exceed the capacity of the teaching facilities as determined by the fire code regulations. To address class size/caseloads following the authorized state count time frame (October count) the district shall allocate FTE based upon projected student growth or decline from the previous October count.

Imbalances or overloads in class size including consideration of individual student needs shall be dealt with as follows:

- At any time during the school year the teacher and/or association representative may refer the problem to the building principal for resolution. The teacher and/or association representative shall provide specific information regarding the overload or the imbalance creating the problem. The Association

shall provide an appropriate data collection form, known as the class size/case load problem. A copy of the form shall be sent to the Association President, Chief Human Resource Officer, and provided to the building principal.

- No later than two (2) weeks from receipt of the original notification, the teacher and association representative shall be notified of the disposition. Unless there are circumstances beyond the district's control or a financial burden, action shall be fully implemented within three (3) weeks of notice of disposition
  - The Superintendent or their designee shall investigate the problem with input from the teacher and/or association representative, the principal and the Association President. Unless there are circumstances beyond the district's control or a financial burden, the resolution of the problem shall be made by the Superintendent's designee within two (2) weeks.
  - Should the resolution not be acceptable at that point it may be referred to the Superintendent. The decision by the Superintendent is the final decision.

Upon request the District shall provide actual class size data, along with a class size form, for each school and the District on a class-by-class basis, including special classes, to the Association President.

**MEMORANDUM OF UNDERSTANDING - D 2018-2019**  
**Joint Certified Teachers' Association/District Training**

In order to maintain and promote a positive and trusting climate throughout District 14, human resources and the classroom teachers' association will provide training around the master agreement. This will include a principals' training during the first two weeks of the principals' school year. Building principals and association representatives will train building level staff within the first two weeks of teachers reporting, not during teacher workday.

**MEMORANDUM OF UNDERSTANDING E – 2018-2019**  
**Calendar**

The bargaining team recommends instituting a calendar committee that is approved by the Board of Education (BOE), as follows:

- This committee will be comprised of two representatives from each of the following stakeholders including but not limited to: community members (from DAAC), administration (appointed by the Superintendent or their designee) teachers (certified teachers' association president appointed) and the classified CCSEA President (appointed).
- The Board of Education will be notified who the representatives are for each stakeholder group for approval by May 31<sup>st</sup> for the following school year.
- The calendar committee will meet on a monthly basis.
- This committee will present a draft calendar to the superintendent by January 15<sup>th</sup>.
- The superintendent will present the proposed calendar to the BOE by January 30<sup>th</sup> for approval.
- The calendar recommended by the committee will comply with district policy and state and federal law.
- To meet the needs of all students and stakeholders, the committee will present multi-year calendars.

## MEMORANDUM OF UNDERSTANDING F – 2018-2019

### Recess

The district and CTA agree that unstructured physical activity is critical to the development of students both socially and academically. Therefore, regular recess will be standard practice in all elementary schools. All elementary students shall receive a lunch period not to exceed 30 minutes including 15 minutes dedicated to physical activity. All elementary students will also receive a scheduled additional 15-minute recess, weather permitting, during the student contact day. The scheduling of this additional recess will be determined by the school's shared decision-making model.

It is understood there is a recess committee that is developing a recess plan for ACSD 14 elementary schools. Elementary schools will have their flexibility to implement the recess recommendation that works best for their school. This contract language will be the minimum recess plan that ACSD 14 elementary schools will provide in the 2018-2019 school year.

## APPENDIX A – SALARY SCHEDULE

### Certified Salary Guidelines

#### **Previous Education Credit**

Any classes to be counted beyond degree must have been completed after the highest degree.

Graduate hours earned beyond a graduate degree will be evaluated for placement by the Division of Human Resources as to applicability to the education profession and teaching assignment. Horizontal adjustment for course work is based on semester credit hours.

Classes taken at an accredited community college, college, or university as reported in the "Accredited Institution of Post-Secondary Education" published by the American Council on Education will be counted.

The responsibility to verify education rests with the employee, and must be provided to Human Resources in the form of official transcripts within thirty (30) days of hire.

#### **Previous Experience Credit**

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. 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.

You must have worked 120 or more days for a total of four (4) or more hours per day each day in a continuous assignment, in a given school year, for the experience to count as one year.

Your experience must be obtained from a state accredited or licensed public or non-public school.

Your experience must be contracted teaching experience, not substitute teaching.

The responsibility to verify experience rests with the employee, and must be provided to Human Resources within 30 days of hire.

#### **Additionally**

New teachers to the District may earn an additional 10 days of orientation pay at the per diem rate.

After initial placement on the salary schedule, at the time of hire, the teacher has up to thirty (30) days to provide the district additional transcripts and/or experience documentation to move up on the salary schedule. This shall be retroactive to the hire date.

**2018-2019 Salary Schedule**

	[BA]	[BA+10]	[BA+20]	BA+30	BA+40	BA+50/MA	MA+10	MA+20	MA+30	MA+40	EDD/PHD
STEP 1	\$ 40,103.70	\$ 40,324.20	\$ 41,846.70	\$ 43,321.95	\$ 44,796.15	\$ 46,269.30	\$ 47,746.65	\$ 49,219.80	\$ 50,696.10	\$ 52,170.30	\$ 53,645.55
STEP 2	\$ 41,544.30	\$ 42,583.80	\$ 44,059.05	\$ 45,533.25	\$ 47,008.50	\$ 48,483.75	\$ 49,957.95	\$ 51,432.15	\$ 52,908.45	\$ 54,381.60	\$ 55,858.95
STEP 3	\$ 42,697.20	\$ 43,373.40	\$ 44,802.45	\$ 46,229.40	\$ 47,660.55	\$ 49,086.45	\$ 50,515.50	\$ 51,944.55	\$ 53,370.45	\$ 54,800.55	\$ 56,230.65
STEP 4	\$ 44,175.60	\$ 45,608.85	\$ 46,946.55	\$ 48,372.45	\$ 49,803.60	\$ 51,231.60	\$ 52,658.55	\$ 54,087.60	\$ 55,513.50	\$ 56,944.65	\$ 58,371.60
STEP 5	\$ 46,485.60	\$ 47,660.55		\$ 50,515.50	\$ 51,944.55	\$ 53,370.45	\$ 54,800.55	\$ 56,230.65	\$ 57,657.60	\$ 59,084.55	\$ 60,514.65
STEP 6	\$ 48,372.45	\$ 49,803.60	\$ 51,231.60	\$ 52,657.50	\$ 54,087.60	\$ 55,513.50	\$ 56,944.65	\$ 58,371.60	\$ 59,798.55	\$ 61,228.65	\$ 62,656.65
STEP 7	\$ 50,515.50	\$ 51,944.55	\$ 53,370.45	\$ 54,800.55	\$ 56,230.65	\$ 57,657.60	\$ 59,084.55	\$ 60,514.65	\$ 61,942.65	\$ 63,369.60	\$ 64,797.60
STEP 8	\$ 52,657.50	\$ 54,086.55	\$ 55,513.50	\$ 56,944.65	\$ 58,371.60	\$ 60,260.55	\$ 61,228.65	\$ 62,656.65	\$ 64,083.60	\$ 65,512.65	\$ 66,940.65
STEP 9	\$ 54,801.60	\$ 56,230.65	\$ 57,657.60	\$ 59,084.55	\$ 60,514.65	\$ 61,942.65	\$ 63,369.60	\$ 64,797.60	\$ 66,226.65	\$ 67,656.75	\$ 69,082.65
STEP 10				\$ 61,228.65	\$ 62,656.65	\$ 64,083.60	\$ 65,512.65	\$ 66,940.65	\$ 68,367.60	\$ 69,797.70	\$ 71,225.70
STEP 11					\$ 64,797.60	\$ 66,226.65	\$ 67,656.75	\$ 69,082.65	\$ 70,513.80	\$ 71,940.75	\$ 73,367.70
STEP 12						\$ 68,367.60	\$ 69,797.70	\$ 71,225.70	\$ 72,652.65	\$ 74,081.70	\$ 75,511.80
STEP 13						\$ 70,578.90	\$ 71,940.75	\$ 73,367.70	\$ 74,796.75	\$ 76,226.85	\$ 77,650.65
STEP 14								\$ 75,511.80	\$ 76,939.80	\$ 78,365.70	\$ 86,388.75
STEP 15									\$ 80,563.35		

Adams County School District 14

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CLASSROOM TEACHERS' ASSOCIATION

DISTRICT

Signature

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