

# MASTER AGREEMENT

between

Board of Education  
Adams 12 Five Star Schools,  
Adams County

and

District Twelve  
Educators' Association (DTEA)



School Year  
2016-2017

## PREAMBLE

The Board of Education of Adams 12 Five Star Schools, and the District Twelve Educators' Association recognize that providing a quality education for the children of Adams 12 Five Star Schools, Adams County, is the mutual aim and responsibility of both parties. This has been and shall continue to be a joint concern of the Board of Education, the Superintendent, and the representatives of the professional staff.

Teaching is a profession requiring special qualifications and training. The quality of the program conducted in the public schools is greatly dependent upon the quality of its professional staff and the leadership of the Superintendent. The Board recognizes that the professional preparation of educators qualifies them to make significant contributions to the conduct of education and the development of policy and program.

The Board and the Association recognize the responsibility of each to maintain and improve standards of professional practice and to consider thoughtful innovation in education. Both parties recognize that this history of leadership has been built on a spirit of mutual understanding and confidence, and that the preservation of this spirit is essential to the quality of education.

The attainment of the objectives of the educational program conducted in Adams 12 Five Star Schools, Adams County, requires mutual understanding and cooperation between the Board and the teachers; and, further, that such mutual understanding and cooperation can be fostered through good-faith negotiations between the Board and the Association with a free and open exchange of views. Agreements reached through such negotiations shall form a binding contract between the parties.

The Board of Education and Educators' Association affirm that they recognize that it is imperative that all teachers represented by the Association be sensitive to the needs and aspirations of children, regardless of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, disability, or other basis prohibited by applicable law; and, further, that intolerant or biased conduct toward pupils will not be condoned. All policies and procedures formulated throughout this Agreement shall be based on the aforementioned premise.

The following Agreement is, therefore, negotiated in order to: (a) fix for its term the salaries and other conditions of employment as provided herein, and (b) to continue to promote effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.

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## ARTICLE 1

### Definitions

- 1.1 The term Teacher, as used in this Agreement, shall refer to all contracted, certified/licensed employees of the district on the district payroll, including all classroom teachers, special education teachers, resource teachers, counselors, psychologists, social workers, nurses, career and technical teachers, library media specialists, and all other non-administrative or non-supervisory contracted, certified/licensed personnel. Excluded from this definition shall be any person who acts in an administrative or supervisory capacity for the district.
- 1.2 The term Board, as used in this Agreement, shall mean the Board of Education of Adams 12 Five Star Schools, Adams County, in the State of Colorado.
- 1.3 The term Association, as used in this Agreement, shall mean the District Twelve Educators' Association, affiliated with Colorado Education Association and National Education Association.
- 1.4 The term Superintendent, as used in this Agreement, shall mean the Superintendent of Schools of Adams 12 Five Star Schools, Adams County, in the State of Colorado, or a person or persons designated or delegated to act for the Superintendent.
- 1.5 The term School District or District, as used in this Agreement, shall mean the Board of Education of Adams 12 Five Star Schools, Adams County, in the State of Colorado, or its representatives acting on its behalf, and the District Twelve Educators' Association, or its representatives acting on its behalf.
- 1.6 The term Party or Parties, as used in this Agreement, shall mean the Board of Education of Adams 12 Five Star Schools, Adams County, in the State of Colorado, or its representatives acting on its behalf, and the District Twelve Educators' Association, or its representatives acting on its behalf.
- 1.7 The term School Year, as used in this Agreement, shall mean the 184 professional duty days required of each teacher according to the officially adopted calendars. This means the period of time when orientation begins, usually during the last week of August, and the closing of school, usually during the first week of June. If a 12-month school year is authorized by statute and adopted, the beginning and ending contract period shall be adjusted accordingly. In the instance of extension of days per year worked in the contract year, the added days shall be computed at the per day rate received under the contract in force immediately prior to the extension of the contract year.
- 1.8 The term School Week shall mean a period of forty (40) hours per week including all necessary tasks, such as teaching assignments, staff meetings, in-service meetings, meetings called by administrative or supervisory personnel, planning periods, supervisory duties for curricular and extracurricular activities, lunch, and parent conferences.
  - 1.8.1 Above designated work week is exclusive of special assignments for which the teacher receives extra remuneration.
  - 1.8.2 Time spent at parent Back-to-School night, compulsory parent conferences and other school/unit-wide activities whereby the building or unit administrator requires substantially all teachers to be involved, e.g. Celebration of Learning, Young Authors

Fair, parent nights, open houses, Night of the Notables, etc. shall be compensated with equivalent blocks of time off during student contact days (time students are actually scheduled to be in school; unless otherwise agreed to and supported by consensus using shared decision making).

- 1.9 The term Supervisor, as used in this Agreement, shall mean an individual having authority in the interest of the employer to hire, fire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline or evaluate other employees, or to adjust grievances, or to recommend any of the foregoing, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but rather requires the use of independent judgment.
- 1.10 The term School Day shall mean any one of the contract days teachers are required to be on duty.

## ARTICLE 2

### General

- 2.1 Neither the Board nor the Association shall discriminate against any teacher on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, disability, or other basis prohibited by applicable law, membership or non-membership or activity in any teacher organization or professional organization, or religious or political activity or lack thereof. Inquiries regarding the district's action or reaction shall be referred to the district's Nondiscrimination Compliance Officer. Inquiries regarding the Association's action or reaction shall be referred to the Association President.
- 2.2 The Association shall admit persons to membership without discrimination on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, disability, or other basis prohibited by applicable law, and shall represent equally all teachers without regard to membership or non-membership in any teacher organization.
- 2.3 The Association will be mailed a copy of the agenda for each official Board meeting at the same time the Board members are mailed their copies. Approved minutes will be mailed on the same basis. The Board and the Superintendent will be mailed a copy of the agenda for each official Association meeting at the same time the Association officers are mailed their copies. Approved minutes will be mailed on the same basis.
- 2.4 The express provisions of this Agreement supersede any contrary existing or future Board policy. In case of any direct conflict between the provisions of this Agreement and any Board policy, procedure, or any administrative directive or regulation not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2.5 This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado.
- 2.6 The Board and the Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of Colorado may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provisions of application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of re-negotiating the provisions affected.
- 2.7 The Board and the Association will carry out the commitments contained in this Agreement and give them full force and effect.
- 2.8 No change, rescission, alteration, or modification of this Agreement in whole or in part shall be valid unless agreed to in writing and signed by both the Board and the Association. Any individual teaching contract between the Board and any individual teacher shall be consistent with the provisions of this Agreement. If any such contract between the Board and any individual teacher shall contain any language inconsistent with the terms or provisions of this Agreement, the terms and provisions of this Agreement shall control.

## ARTICLE 3

### **Recognition, Certification, and Decertification**

- 3.1 The Board recognizes the District Twelve Educators' Association as the sole and exclusive representative of all teachers as defined in Article 1.1 who are employees of the district on the district payroll.
- 3.2 Upon receipt of a petition requesting withdrawal of recognition, properly signed by at least thirty per cent (30%) of the teachers which may be submitted between February 1 and March 1 of the year the Master Agreement expires, the Board of Education will call a secret ballot election within thirty (30) days to determine whether recognition shall be withdrawn. The election shall be conducted under the auspices of the American Arbitration Association and under the rules from time to time in effect with the American Arbitration Association. If the Association's representation rights are challenged by another organization within such election, the losing organization shall pay all costs of the election.
- 3.3 The Board agrees for the term of this Agreement not to recognize or negotiate with any employee organization other than the Association with regard to those certified/licensed staff covered by this Agreement. Cost of printing this Agreement shall be shared equally by the district and the Association.

## ARTICLE 4

### Negotiation Procedure

#### 4.1 Negotiations

- 4.1.1 If either party desires to modify this Agreement for a successive term, that party shall give written notice of same to the other party prior to the last day of January of the year in which the Agreement expires. A jointly developed schedule for negotiations shall be completed by March 1 (March 15 in years of limited reopeners) and negotiations shall commence no later than April 1 or the first school week following April 1. Negotiations shall be suspended from June 15 through July 31.
- 4.1.2 A written request for a negotiating session(s) shall be submitted by the President of the Association to the Superintendent or by the Superintendent to the President of the Association.
- 4.1.3 Each party shall designate in writing the names of six (6) persons who shall serve on their respective negotiating teams and be empowered to speak for them, and be responsible for negotiations pursuant to the provisions of this Agreement. Each party shall at the time of the first meeting designate the person on their team who will be the spokesperson or chief negotiator. If either party finds it necessary to change members of the team during negotiations, they shall so inform the other party in writing. In the interest of providing a situation whereby maximum progress can be made during negotiations, each party agrees to keep changes as minimal as possible.
- 4.1.4 Either party may use the services of consultants during negotiations. Not more than three (3) consultants shall represent each party during any one negotiating session. Exceptions may be made by mutual agreement.
- 4.1.5 The Board and the Association through their designated representatives, shall meet to negotiate in good faith for the purpose of reaching agreement on matters of teachers' salaries and conditions of employment, and procedures for processing those grievances which pertain to or arise out of the interpretation or application of this Agreement and addenda to this Agreement.
- 4.1.6 During the first three (3) negotiating sessions (first session in years of limited reopeners), the parties shall discuss their interests and concerns, present relevant data and exchange points of view. During the fourth (4) session (second session in years of limited reopeners), the teams shall establish a list of topics to be negotiated. Each topic shall be identified as advanced by the district, the DTEA, or mutually. The parties' initial proposals for each topic shall be exchanged. The negotiations sessions shall be closed to the public. Status reports may be made to the public periodically as appropriate. Such status reports shall be jointly prepared and mutually agreed to and presented by the district and DTEA.
- 4.1.7 Negotiations shall be conducted in closed sessions unless mutually agreed to by both parties. Any public presentation sessions shall be open to all interested parties.
- 4.1.8 Negotiating meetings shall be scheduled at times which will interfere least with the teacher work day and the educational program. When it is mutually agreed that it appears necessary for the expediency of the negotiating process, the Board will allow

the teacher to be absent from the class, and the Association shall assume the cost of a substitute teacher.

- 4.1.9 Upon the request of either party, the other shall make available for inspection and copying, data and records pertinent to the subject of negotiations in accordance with the Colorado Open Records Law. Both parties have the right to request that their most recent proposals be answered by a written counterproposal submitted by the other party. However, neither party shall be required to agree with a proposal submitted by the other, or to make a concession.
- 4.1.10 An article or portion thereof is considered a tentative agreement only when mutually signed and dated by both parties. It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the Board and by the members of the Association.
- 4.1.11 When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement shall be reduced to writing and presented to the Association for ratification. The Association shall have fifteen (15) school days from the date the Agreement is presented in which to file a written report of their action to the Board through the Superintendent. Following such ratification, the Agreement shall be subject to ratification by the Board at an official meeting which shall take place within thirty (30) days of the date the Association notifies the Board of ratification. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement.
- 4.1.12 In the event negotiations cannot be satisfactorily resolved between the parties' representatives; either party may submit the dispute to mediation by notifying the other party in writing of its desire to have the assistance of a mediator.
- 4.1.13 The time limits set forth at various points in this article are considered in all cases to be maximum. Either party may give any required notice or notification to the other party by actual delivery of written notice to the other party's officers or representatives personally, or by delivery of such notice or notification to the place of business of such party or their representatives during normal business hours. Where necessary, the parties may also expedite this procedure by giving notification by telephone which shall promptly be confirmed in writing.

## 4.2 Impasse

- 4.2.1 If, during the course of negotiations, a mutually satisfactory solution to an issue or issues is not reached, either party may declare in writing that an impasse exists and submit the issue or issues in dispute to mediation or fact finding.
- 4.2.2 After impasse has been declared, within five (5) business days, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to mediation. Each item being submitted to mediation shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the spokesman or chief negotiator of both negotiating teams and presented to the mediator, who shall be selected by the American Arbitration Association for this purpose. The costs 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.



4.2.3 If the Board and the Association, through their representatives, are unable to mutually agree upon a mediator within five (5) business days, the mediator shall be selected in the following manner:

4.2.3.1 Immediately after demand for or submittal to mediation, the American Arbitration Association shall be requested by the moving party to submit simultaneously to each party an identical list of the names of five (5) persons skilled in mediation of educational matters.

4.2.3.2 Each party shall have seven (7) business days from postmarked date to postmarked date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

4.2.3.3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.

4.2.3.4 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

4.2.4 Conducting Mediation

4.2.4.1 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. Official minutes shall be kept and costs of clerical assistance and materials shall be shared equally by the Board and the Association. With the approval of all parties, joint periodic reports and/or press releases may be issued.

4.2.4.2 The mediator will meet with the representatives of the Board and the Association, either separately or together.

4.2.4.3 The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. It is expressly understood that either party shall have the right to have its consultants or advisors present their views to a combined meeting of the parties. Any expenses which may be incurred in securing and utilizing the services of advisory personnel, approved by both parties, will be shared equally by the Board and the Association.

4.2.4.4 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.

4.2.4.5 If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.

4.2.4.6 Any unresolved issues after mediation may either continue in negotiations between the two negotiating teams or may be submitted to fact finding.

#### 4.2.5 Fact Finding

4.2.5.1 If the mediation has failed to bring about agreement on all issues submitted to mediation, either the Board or the Association, through their representatives, may request in writing that the issues which remain in dispute be submitted to a fact finder.

4.2.5.2 Before submission to fact finding, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to fact finding. Each item being submitted to fact finding shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the spokesman or chief negotiator of both negotiating teams and presented to the fact finder.

4.2.5.3 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.

4.2.5.4 If the Board and the Association, through their representatives, are unable to mutually agree upon a fact finder, the fact finder shall be selected in the following manner:

4.2.5.4.1 Immediately after demand for or submittal to fact finding, the American Arbitration Association shall submit simultaneously to each party an identical list of names of five (5) persons skilled in fact finding concerning educational matters.

4.2.5.4.2 Each party shall have seven (7) working days from postmarked date to postmarked date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

4.2.5.4.3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a fact finder.

4.2.5.4.4 If the parties fail to agree upon any of the persons, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a fact finder from its other members without submitting additional lists.

#### 4.2.6 Conducting Fact Finding

- 4.2.6.1 The rules of the American Arbitration Association shall govern all matters of procedure.
- 4.2.6.2 Hearings by the fact finder shall be conducted in open session at the request of either party. By mutual agreement, such sessions may be closed. In either event, neither party, nor the fact finder, shall make any news releases concerning the progress of such hearings.
- 4.2.6.3 Within a reasonable time after conclusion of such hearings, and within thirty (30) days, the fact finder shall submit a report in writing to the representatives of the Board and the Association. The report shall set forth the findings of fact and recommendations on the issues submitted.
- 4.2.6.4 The fact finding report shall be advisory only and shall not be binding on the Board or the Association.
- 4.2.6.5 Within five (5) working days after receiving the report of the fact finder, the representatives of the Board and the Association shall meet to discuss the report and attempt to reach tentative agreement on the issues in dispute. To the extent that tentative agreement is reached on the issues in dispute as a result of fact finding, the procedures for ratification shall be followed as set forth in the Agreement.
- 4.2.6.6 The representatives of the Board and the Association shall take official action on the report of the fact finder no later than ten (10) days after the meeting described in 4.2.6.5. After this time, the fact finding report shall be declared a public document.

## ARTICLE 5

### **Association, Teacher, and Board of Education Rights**

- 5.1 The Board hereby agrees that every certified/licensed employee of Adams 12 Five Star Schools, Adams County, shall have the right freely to join and support a professional organization for the purpose of engaging in professional bargaining or negotiations and other lawful activities. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by any laws of the State of Colorado or the Constitutions of the State of Colorado and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reasons of his/her membership in a professional organization, his/her participation in any activities of a professional organization, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.
- 5.2 The Association and its representatives shall have the privilege of using school buildings at reasonable times with the same provisions that apply to other educational groups.
- 5.3 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact their official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Official business which causes representatives to be absent from their teaching duties shall be charged to the Association at the substitute rate of pay. The district shall provide forty-five (45) days per school year of Association leave without cost to the Association.
- 5.4 The Association shall be provided the opportunity to participate in new employee orientation for the purpose of introducing new staff to membership in DTEA. The Association will coordinate its involvement in the new employee orientation with the Human Resources Department.
- 5.5 The Association shall have the privilege of posting notices of its activities and matters of organizational concern on the teacher bulletin board located in the teacher lounge. The Association shall have the privilege of using, in a reasonable manner, the district mail service, teacher mail boxes, and the district e-mail system for communications to teachers. Copies of all notices or bulletins posted on teacher bulletin boards or released through mail boxes or the district e-mail system shall be acknowledged by the Association and shall be provided to the principal or his/her designee. A copy of notices distributed by the Association shall be forwarded to the Superintendent.
- Copies of communications originating at the central administration office which are addressed to all teachers shall be forwarded to the President of the Association through the school mail.
- 5.6 The Board agrees to permit the Association to review the various aspects of the budget and other record keeping media according to the Open Records Law.
- 5.7 The Board shall consider recommendations from the Association on programs or major revisions of policy, when and if submitted.
- 5.8 The provisions of this Agreement and other conditions of employment shall be applied in a manner which is not arbitrary or capricious.

- 5.9 The Association recognizes that the Board has the duty, responsibility, and authority to manage and direct its affairs in all respects to the full extent authorized by law, provided that such authority and responsibility shall be exercised by the Board in conformity with the provisions of the laws of the State of Colorado and the provisions of this Agreement. If any provision of this Agreement is contrary to law, the law shall have precedence over such provision, in accordance with Article 29 and paragraph 2.6 of this Agreement. Exercise of any such rights shall not be subject to the grievance or arbitration provisions of this Agreement.
- 5.10 The Association agrees to provide to the Board, upon request, the following information: The name and legal address of the organization, its officers and the affiliated organization(s); a copy of its Constitution (Articles of Incorporation) and By-Laws.
- 5.11 The Association shall be included in the discussion of suggestions and recommendations for district-wide changes in the delivery of services that affects certified FTE.
- 5.12 The Association shall be included in discussions of recommendations and suggestions in the event of corrective actions as a result of state and/or federal legislation or regulations that may impact bargaining unit members.

## ARTICLE 6

### Dues Deduction

- 6.1 The Board agrees to deduct from teachers' salaries an amount to cover dues for the United Teaching Profession as the teachers individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the Treasurer of the Association.
- 6.2 Every teacher who so desires to authorize such deduction shall file with the school district Financial Services Department, through the office of the Association, a signed and dated "District Twelve Educators' Association Salary Deduction Authorization Form" authorizing the school district Financial Services Department to deduct from his/her monthly earnings and to remit to the Treasurer of the Association an amount equal to 1/12th of the dues required for membership in an organization or organizations specified. Teachers joining after the September payroll cut-off date shall have their dues pro-rated over the remaining months through August. Such forms shall include a waiver of all right and claim against the Board and the school district and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such teacher notifies the Office of the Association in writing. The Association will notify the school district Financial Services Department forthwith, on an appropriate form, that such teacher desires to discontinue or to change such authorization, said notice to be received by the first day of November.
- 6.3 The District Twelve Educators' Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the school district and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.
- 6.4 The District Twelve Educators' Association will notify the Board, in writing, of the current rate of membership dues. The Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 6.5 If a member of the Association is absent on account of sickness, leave of absence, or for other reason has no earnings due him for the month, no deductions will be made for that teacher for that month.
- 6.6 Teachers leaving the service of the district during the school year will have the remaining balance of their annual dues deducted from their last paycheck. Notification of this provision will be contained on any future authorization form signed by the teacher.
- 6.7 The Association shall not make any direct or indirect contribution out of membership dues to any political party or political organization. Teachers may voluntarily agree to an additional deduction as a contribution to the Association's political action committees.

## ARTICLE 7

### Policy Council

- 7.1 The certified/licensed membership of the Policy Council shall include four (4) elementary teachers, two (2) middle school teachers, two (2) senior high teachers, appointed by the Association President, subject to the approval of the Superintendent. No Association official or any member of the Association Negotiating Team may be a member of the Policy Council.
- 7.1.1. Ad hoc committee(s) shall be formed as needed to assist Policy Council in reviewing challenged materials, activities, or presentations. The selection process for teacher members shall be as described in 7.1.
- 7.2 The Policy Council shall adopt procedures of operation and review and make recommendations on all proposed policies and procedures submitted to the Council by the Board of Education or the Administration.
- 7.3 Clerical expenses of the Policy Council and its subcommittees shall be borne by the district. Minutes of the Policy Council will be posted in all buildings.
- 7.4 If the Policy Council is required to meet during the school day to fulfill its duties, no deduction will be made from participants' salaries and the substitute costs will be borne by the district.
- 7.5 The chairperson of the Policy Council may be granted, at the discretion of the Superintendent, up to two (2) days of release time per month for the purpose of preparing materials, research and other administrative duties, the cost of which will be borne by the district.
- 7.6 The Policy Council is not empowered to negotiate for the Association or the Board. It may, however, consider items submitted to it in writing jointly by representatives of the Association and Board negotiating teams.
- 7.7 Reports and recommendations shall be submitted in writing to the Superintendent at least one (1) week before they are to be acted upon by the Board of Education.
- 7.8 The Policy Council shall make recommendations to the Superintendent concerning the school calendars for the ensuing year.

## ARTICLE 8

### Faculty Advisory Council

We believe that all professional educators have basic responsibility for providing both quality education to the children and youth in Adams 12 Five Star Schools, Adams County, and the best educational climate within their school unit. We believe that through the Faculty Advisory Council we can achieve the major goals of education and have a way to provide a democratic school environment where educators are free to discuss and effect change in areas of common interest and concern.

We believe that through the Faculty Advisory Council, we have a way to promote and maintain unity and harmony between teachers and administrators within the local school unit. Through mutual respect and purpose, decisions will be made to the best advantage of both administrators and teachers and, therefore, to the best interest of the students.

8.1 The Faculty Advisory Council shall be created in each school building from the faculty of that building.

8.1.1 The primary function of the Faculty Advisory Council is to discuss school operations.

Faculty Advisory Councils are not considered as negotiating units. The committee and the principal are to strive to arrive at conclusions that are mutually acceptable. The principal and the Faculty Advisory Council committee should be willing to discuss any item of common concern and seek to provide appropriate answers. This is in no manner construed to limit or supersede the administrative authority of the principal as conferred by the Board of Education or decisions made through the unit shared decision making process.

8.2 Faculty Advisory Council Elections

<u>Number of Faculty</u>	<u>Committee</u>	<u>Elected January/May of Each Year</u>
1-40	3	1 elected for 1 year (a) 1 elected for 2 years* (b) 1 elected for 2 years* (a) is initially elected for one year to set up rotation of membership
41-80	5	2 elected for 1 year (a) 2 elected for 2 years* (b) 1 elected for 2 years* (a) is initially elected for one year to set up rotation of membership
81 or more	7	3 elected for 1 year (a) 2 elected for 2 years* (b) 2 elected for 2 years* (a) is initially elected for one year to set up rotation of membership

\*elected on alternating years



- 8.2.1 This method of overlapping terms will guarantee a carryover from year to year of people who have worked with the principal and understand the problems.
- 8.2.2 To insure knowledgeable people on the job in spring and fall, elections shall be held in January or May of each year.
- 8.2.3 Vacancies will be filled by elections to that vacancy for the remainder of that term.
- 8.2.4 Faculty Advisory Council members may be elected to successive terms.
- 8.2.5 All elections under 8.1 shall be conducted by the faculty members within the school. All teachers within the school shall be eligible to vote for and hold elective positions of the committee irrespective of membership in the Association.
- 8.2.6 A chairperson shall be elected by the current members of the Faculty Advisory Council. The chairperson shall be a teacher.
- 8.3 Monthly Faculty Advisory Council meetings with the principal shall be scheduled and shall convene when one or more agenda items are brought forward. Anonymous items that are not directly related to school operations or are personalized shall not be considered for inclusion in the agenda.
- 8.4 Additional administrators and/or teacher(s) may attend FAC meetings, and if requested by an FAC member may share ideas and information. Additional meetings may be held when requested by any FAC member or the principal. Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at such meetings. Such rules shall not be inconsistent with the terms of this Agreement.
- 8.5 Officers or designees of the Association and/or members of the central administrative staff may attend all Faculty Advisory Council meetings.
- 8.6 All agendas for the Faculty Advisory Council shall be prepared jointly by the principal and the Faculty Advisory Council or Faculty Advisory Council chairperson and posted in a prominent place in the building. Results and/or minutes of the Faculty Advisory Council meetings should be prepared jointly and distributed to unit staff with the cost assumed by the school district.
- 8.7 Agendas and minutes of the Faculty Advisory Council meetings shall be available to the Superintendent and to the Association president.

## ARTICLE 9

### Grievance Procedure

#### 9.1 Definitions

- 9.1.1 A grievant shall mean a teacher, a group of teachers, or the Association filing a class grievance.
- 9.1.2 A grievance shall mean a complaint by an employee or employees in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the procedures of this Agreement, or implementation of written policies of the Board of Education which affect teachers directly, or a condition which jeopardizes an employee's health or safety, except that the term, "grievance", shall not apply to any matter to which: (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- 9.1.3 A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint, or any person or persons whose interests are affected by the resolution of the grievance.
- 9.1.4 The term days, when used in this article, shall, except where otherwise indicated, mean school days; thus, weekends or holidays are excluded.
- 9.1.5 The Superintendent may designate his/her official representative at any level of the grievance procedure.
- 9.1.6 The Association may designate an official representative at any level of the grievance procedure.

#### 9.2 Purpose

- 9.2.1 Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

#### 9.3 General Procedures

- 9.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered a maximum, and every effort should be made to expedite the process. However, extension(s) of time lines may be requested by either the district or the association. Agreement by the association and the district must be reached for a new time line to be in full force and effect.
- 9.3.2 In the event a grievance is not resolved prior to June 1, which, if left unresolved until the beginning of the following school year, could result in substantial harm to a grievant, the parties may agree to reduce the time limits set forth herein so that the

grievance may be fully processed prior to the end of the school term or as soon thereafter as possible.

9.3.3 In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the Master Agreement, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement, and this Article, and not under any succeeding agreement.

9.3.4 At least one Association representative will be present at all meetings. The resolution of any grievance shall be consistent with the terms and conditions of this Agreement. The grievant will be present at all meetings, except by mutual agreement between the parties. A class action grievance under Section 9.3.5 may be represented by the Association president or his/her designee, and the individual(s) signing the class action grievance, if so requested by the Superintendent or the Association President.

9.3.5 If, in the judgment of the Association, a grievance is considered to be a class action grievance, the Association may initiate and submit such grievance--first informally, then, if not resolved, in writing to the Superintendent or his/her official designee(s) directly; and the processing of such grievance shall be commenced at Level Two. Prior to the filing of a written class action grievance, the Association is encouraged to first discuss the grievance with the Superintendent or his/her official designee. Application of a class grievance must involve more than one teacher, and those teachers filing such grievance must be willing to sign the grievance, if so requested.

9.3.6 The resolution of any grievance shall be limited to making the teacher whole for a period no longer than six (6) calendar months prior to the date the grievance was filed.

#### 9.4 Individual Rights

9.4.1 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement.

9.4.2 Any party in interest may be represented at any stage except arbitration, by a person of his/her own choosing, except that he/she may not be represented by a representative of any teacher organization other than the Association.

#### 9.5 Procedure

##### 9.5.1 Level One

9.5.1.1 Prior to the filing of a written Level I grievance under this section, a teacher is encouraged, but not required, to first discuss the grievance with his/her principal or immediate supervisor with the object of resolving the grievance informally. If the grievance is not resolved informally, then a teacher with a grievance will file a written grievance with his/her principal within twenty-three (23) days of the grievant's knowledge or notice of the act, failure to act, or condition incurred on which the grievance is based. Information copies may be sent by the grievant to the representative of the Association. The principal shall hold a hearing with the parties in interest and/or their representatives

within four (4) days after receipt of the written grievance. The principal shall provide the grievant and the Association with the written answer to the grievance within four (4) days after the hearings. Such answer shall include the reasons upon which the decision was based. In grievances relating to salary, salary placement, interpretation of intermediate hours, or any other matter mutually agreed upon by the Association and the Chief Human Resource Officer, the Level I Grievance shall be filed directly with the Chief Human Resource Officer within the time limit set forth in this section.

### 9.5.2 Level Two

9.5.2.1 If the grievant is not satisfied with the disposition of his/her grievance at Level One (1), or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance may be referred within ten (10) days after the principal's submission of his/her written answer, to the Superintendent or his/her official designee(s) [which designee(s) will be specified in writing to the Association five (5) days in advance of the hearing.] The Superintendent shall have ten (10) days to arrange for and hold a hearing with the grievant and the Association. The Association shall have the right to include in the representation such witnesses and advisors as are deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have four (4) days to provide his written decision to the aggrieved and the Association.

### 9.5.3 Level Three

9.5.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may (within five school days after a decision by the Superintendent, or fifteen (15) school days after he/she had first met with the Superintendent, whichever is sooner) request in writing to the Association that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within fifteen (15) school days after receipt of the request from the grievant, submit the grievance to arbitration. The district may challenge such determination and, in the event it does, the arbitrator shall resolve this issue. If any question arises as to the arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

9.5.3.2 Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment, the Board and Association will jointly request the American Arbitration Association for a list of arbitrators within this ten (10) day period. The parties will follow the rules and procedures of the American Arbitration Association.

- 9.5.3.3 Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level Two meetings.
- 9.5.3.4 The arbitrator selected will confer with the representatives of the Superintendent and the Association, and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association. Within five (5) days after receiving the report of the arbitrator, representatives of the Board and the Association shall meet to discuss the report before a public release is made. The Board and the Association shall take official action on the report at their next regularly scheduled meetings.
- 9.5.3.5 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, and facility expenses shall be shared equally by the parties, unless the arbitrator determines either party's position is frivolous or lacks any substantial justification, in which case the arbitrator may charge all costs and expenses against that party.

## 9.6 General Provisions

- 9.6.1 Copies of written grievances and decisions rendered will be transmitted promptly to the grievant, the principal, the Association President, and the Superintendent.
- 9.6.2 No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any party in interest, any school representative, or any member of the grievance procedure by reason of such participation.
- 9.6.3 Insofar as possible, the status quo of the parties shall be maintained pending the completed processing of any grievance.
- 9.6.4 No grievance may be submitted to arbitration except by the Association.
- 9.6.5 The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure.
- 9.6.6 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- 9.6.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 9.6.8 Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
- 9.6.9 The Board agrees to make available to any grievant and/or his/her representative all pertinent information when requested, except that which is privileged under the Open Records Law. The district's usual costs for copying will apply.
- 9.6.10 Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his/her regular assignments as a result of a request by the school district and Association, such individual shall be released without loss of pay or benefits.
- 9.6.11 No grievance shall be recognized by the Board of Education unless it shall have been presented at the appropriate level within twenty-three (23) days after knowledge or notice of the act, failure to act, or condition occurred on which the grievance is based. If not so presented, the right of grievance will be forfeited.
- 9.6.12 Any matter for which an administrative forum is provided by law shall not be proper subject for arbitration under this grievance procedure, unless the grievant notifies the Association in writing that he has signed a waiver prepared by the district of his/her right to use such administrative forum. If the Board rejects an arbitrator's award, the waiver is null and void and the grievant may use other administrative forums as provided by law.

## ARTICLE 10

### Reductions in Force

- 10.1 The Superintendent or his/her designee shall notify the teaching staff on or before April 1 that reductions in force may be necessary. The Superintendent shall provide the Association President with all pertinent information supporting the anticipated need to reduce staff. Prior to a final decision, the Superintendent shall meet with the Association President to discuss the proposed reductions in force.
- 10.2 Reductions in force are a result of a justifiable decrease in teaching positions due to financial, budget and programmatic considerations. The district shall meet with the Association to review and determine budget and programmatic related conditions prior to implementation of this article.
- 10.3 When the Board of Education, consistent with State law, deems it necessary to reduce the certified/licensed staff, such reduction shall be administered in accordance with Appendix E.
- 10.4 Normal attrition shall be considered prior to any reductions in force.
- 10.5 In the event of reductions in force as described in 10.2, probationary teachers shall be reduced by non-renewal as required by law.
- 10.6 The Board shall notify the teachers affected by the required reduction not later than June 1 of that academic year. The reasons for this reduction shall be clearly stated and the teachers shall be notified of their right to appeal through the Grievance Procedure and/or the Colorado Teacher Employment, Compensation and Dismissal Act of 1990.
- 10.7 The Board of Education shall determine the order of reductions in force and provide such a list to the teachers affected and the Association not later than June 1 of that academic year.
  - 10.7.1 Prior to any reductions in force, the Administration shall investigate all possible assignments for which all affected teachers are endorsed.
- 10.8 Any non-probationary teacher whose position has been eliminated due to reduction in force shall be offered a substitute position and paid at the current long-term substitute rate for each day worked. Such teacher may apply for any available vacancy for which he/she is highly qualified.
- 10.9 The temporary separation due to a reduction in force shall be considered an approved leave of absence and will not affect accumulated benefits listed below if the teacher is rehired within eighteen (18) months of the date of termination:
  - 10.9.1 Accumulated temporary leave and status in the sick leave bank, provided no previous reimbursement has occurred.
  - 10.9.2 Position on the salary schedule.
  - 10.9.3 Non-probationary status.
  - 10.9.4 Teachers whose positions have been eliminated due to reductions in force may continue the district health and dental coverage at their own expense according to law.

## **ARTICLE 11**

### **Student Teachers**

- 11.1 Teacher supervision of student teachers shall be strictly voluntary. At the same time, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility. District approved procedures for placement of student teachers shall be available to interested teachers upon request.
- 11.2 All compensation received by the district from institutions of higher education for the supervision of student teachers shall be given in full to the supervising teacher or teachers involved.
- 11.3 Student teachers shall not be assigned to teachers who have less than two (2) years successful experience in an accredited school.



## ARTICLE 12

### Transfers and Reassignments

#### 12.1 General Provisions

12.1.1 Teachers contracted for the coming year shall be notified of their tentative assignments, including such pertinent information as grade level, subjects, and any special or unusual circumstances of their assignment, by June 1. If not possible by June 1, the teacher will be notified as soon as possible.

12.1.2 The term transfer as used in this Article shall mean a change in assignment from one building to another due to reduction in building-based student enrollment or a voluntary transfer. The term reassignment shall mean a change of assignment in subject area or grade level or both within a single building. The term vacancy as used in this Article shall mean an open position in a specified building communicated by a vacancy notice listing the district and unit qualifications in priority order. The term mutual consent placement shall apply when teachers are displaced from their assignments due to: decrease in district enrollment, turnaround, phase-out, district reduction in program, school closure, school consolidation, or school reconstitution.

12.1.3 Teachers within a building shall be notified of all vacancies within their respective buildings. Teachers who file requests for reassignment with their building principal shall be interviewed and given preferential consideration in filling these vacancies if the teacher is qualified and available at the time that interviews take place. When contacts for interviews are being made during vacations, such as winter and spring breaks or summer vacation, at least three (3) contact attempts shall be made and noted by the administrator or his/her designee prior to the date of interview.

12.1.4 All known vacancies for the next school year shall be posted and updated on the Adams 12 Five Star Schools website for a minimum of seven (7) working days. Teachers seeking such positions shall complete an online application and apply for positions. The principal shall interview teachers according to the published procedure established by the Human Resources Office, consistent with the provisions of this article. Vacancies that occur three weeks prior to the start of the school year or after the current school year begins shall be posted for a minimum of five (5) working days.

12.1.5 The Association shall be notified of all transfers through the personnel agenda acted upon by the Board of Education.

12.1.6 Teachers may apply for any vacancy for which they are qualified.

#### 12.2 Voluntary Transfers Through the School-Based Hiring Process and Reassignment

12.2.1 Teachers who desire a transfer shall apply online for the specific openings. All applicants for vacancies shall be considered for interview by the appropriate administrator and at least two applicants shall be interviewed, if that many apply and are qualified for the specific vacancy. Each applicant interviewed shall be notified of the decision within two (2) working days of the position being filled. If requested, verbal information shall be provided as to the basis for a transfer decision. Teachers may request the interview questions and the points received for each qualification.

12.2.2 If more than one teacher has applied for the same position, an interview team consisting of administrator(s), teacher(s) and/or relevant certified staff shall make a hiring recommendation to the Principal/Administrator. In order to determine which applicant is best qualified, the following list of criteria shall be used, but not limited to: Quality of performance (written evaluation, optional recommendations); state certification/licensure/highly qualified; length of service in the district; teaching experience.

12.2.3 In the determination of requests for reassignment by the teacher, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

12.2.4 Should a teacher feel that he/she has compelling personal and/or professional reasons for desiring a transfer, he/she is encouraged to speak to a building administrator and/or speak directly and confidentially to the Chief Human Resource Officer to express such concern. Such a request will be given individual attention.

### 12.3 Administrative Transfers and Reassignments

The Board and the Association recognize that some transfer of teachers from one school to another or reassignment within a school is unavoidable. They also recognize that under normal circumstances administrative transfer or reassignment of personnel will be kept to a minimum.

12.3.1 A teacher shall be administratively transferred or reassigned only for valid and sufficient educational reasons.

12.3.2 Names of non-probationary teachers transferred out of a school due to an Administrative Transfer/Reassignment reason shall be sent to Human Resources. Their name(s) shall be added to a Non-Probationary Teacher Placement List. Since they are non-probationary and not subject to mutual consent, the district shall coordinate and facilitate a placement into an assignment.

### 12.4 Student Services Caseload Adjustments

12.4.1 If any change is needed due to inequities of caseload or other legitimate reasons, teachers from that area shall be notified in writing about a meeting to discuss options. At this meeting, teachers shall share factual information about their current assignment and preferences for job placement (level, area, number of schools, etc.). The Special Education Administrator shall verify the factual information. If any change is needed those impacted by the change shall be contacted and shall be involved in the decisions to achieve final resolution. If needed, a facilitator not directly related to the identified area shall be utilized to help reach mutual agreement. The parameters for determining placements shall be as follows:

12.4.1.1 Move as few teachers as possible in order to maintain the ability to provide students a free appropriate public education in the students' identified least restrictive environment.

12.4.1.2 Equalize caseloads within a reasonable range.

12.4.1.3 Meet individual preferences whenever possible.

12.4.2 When the identified area requires a reduction in force, Appendix E and Article 10 shall be utilized as per the Master Agreement.

## 12.5 Exchange of Positions (in-district)

The parties recognize that there are times when a change in assignment may be advantageous for teachers as well as beneficial to the educational process.

Teacher exchanges may be made when the following conditions are met:

1. Exchanging teachers and respective principals mutually agree to the exchange.
2. The exchange is for not more than one school year.
3. All parties understand and agree in writing that for purposes of seniority, transfer, application of Appendix E, or any other appropriate purpose, the exchange teachers are considered as holding a position in their home school.
4. The proposal is submitted in writing, with signatures of the teachers and principals, to the Human Resources department for approval.
5. At the conclusion of the school year during which the exchange took place, all parties will revisit the exchange assignment. If all parties are in agreement (exchanging teachers, principals, Association and Human Resources), the exchange assignment may become the regular assignment.

## 12.6 Looping is an instructional practice in which a teacher advances with his/her current grade level students to the next grade level(s) and returns to his/her original grade level assignment.

12.6.1 Looping assignments shall be limited to no more than two years.

12.6.2 Looping shall be a voluntary change in assignment for all affected teachers.

12.6.3 Teachers shall return to original assignment upon completion of the looping assignment.

12.6.4 Prior to accepting assignments, teachers who are new hires, out of building transfers, and in-building reassignments shall be notified that such positions are looping assignments.

12.6.5 Teachers desiring not to return to the original position (assignment) must seek reassignment or transfer according to Article 12.

## 12.7 Mutual Consent Placement Process

### 12.7.1 Priority Hiring Pool – Non-Probationary

12.7.1.1 Schools shall notify human Resources of any non-probationary teacher identified for transfer out of the school due to: District decrease in enrollment, turnaround, phase-out, reduction in program, school closure, school consolidation or school reconstitution.

12.7.1.2 Any active non-probationary teacher who in the prior school year was rated “Satisfactory” or “Effective” and who has not secured a position through the school based hiring process shall be a member of a “priority” hiring pool. A minimum of two priority pool teachers, along with a minimum of two in-district teachers as referenced in 12.2.1, shall be provided the opportunity to interview for available positions through the current and immediately succeeding hiring cycle for which he/she is qualified.

12.7.2 Human Resources shall provide the identified non-probationary teachers guidance on how to apply for vacant positions through the district on-line application system. Human Resources shall confirm teacher qualifications and the positions for which the teacher is highly qualified. It is the responsibility of the teacher to complete the on-line application/transfer form in order to be considered by the mutual consent placement team for the vacancy of interest.

12.7.3 Teachers selected for interview must demonstrate effectiveness by: Review of prior school year evaluation indicating effective, meeting highly qualified status for the position and possess teaching experience and/or a willingness to obtain the required skills that support the instructional practices of the school. Instructional practices shall be clearly defined in the job posting. If requested, the principal shall provide feedback regarding the selection decision.

12.7.4 A teacher may receive an assignment to a school using the mutual consent placement process. The process requires the hiring principal provide consent with input from at least two (2) teachers employed at the school who are selected by certified staff to represent them in the interview and selection process.

#### 12.7.5 Non-Probationary Without an Assignment

At the start of the school year, non-probationary teachers who were not recommended for transfer to a vacant position through the mutual consent placement process may be utilized as a temporary substitute teacher in the capacity of long-term, short-term, “day to day”, and or instructional support and paid per the salary schedule as outlined in Appendix A while the non-probationary teacher continues to apply for vacancies for which he/she is qualified.

12.7.5.1 Placement in a temporary status at a school location does not constitute the mutual consent placement process.

12.7.5.2 Failure of a teacher to accept placement in a temporary position for which he or she is qualified shall terminate any further obligation on the part of the district to maintain employment.

#### 12.7.6 Non-Probationary Without an Assignment for Two Hiring Cycles

Non-probationary teachers who have not secured a certified position after two (2) hiring cycles or twelve months, whichever is longer, shall be placed on an unpaid leave of absence. Hiring cycles are defined as: The date of first posting for the following school year through June 30th and August 1st through October 15th.

### 12.7.7 Unpaid Leave of Absence Due to No Assignment

Non-probationary teachers on an unpaid leave of absence as defined in Article 12.7.6 shall have access to the district on-line application system in order to apply for vacancies for which they are qualified.

If the non-probationary teacher secures a position through the mutual consent placement process while on the unpaid leave of absence, he/she shall be reinstated at the same step on the salary schedule as attained as of the effective date of the unpaid leave of absence. Benefits will be reinstated as any active certified staff member. A person who is on an unpaid leave of absence due to no assignment shall be considered on an approved leave of absence as it relates to accrual of years of service but not movement on the salary schedule.

At the conclusion of the unpaid leave of absence not to exceed 12 months, the teacher who has not secured a position shall be notified in writing that the employment contract shall be recommended for termination to the Board of Education.

### 12.7.8 Mutual Consent Placement does not apply:

12.7.8.1 Reduction in student enrollment within a building

12.7.8.2 To accommodate the return of leave returnees to their original positions

12.7.8.3 In the event that an administrative transfer or reassignment is required in accordance with 12.3.1, the department, grade level or team where such a transfer or reassignment is deemed necessary shall be identified by the principal. Teachers within the identified department, grade level or team shall be given an opportunity to volunteer for the necessary administrative transfer or reassignment providing they meet the educational needs of the program. In the event of no voluntary requests, the teacher shall be selected utilizing Appendix E. Any teacher who volunteers for reassignment shall not be subject to mutual consent placement.

12.7.8.4 In elementary schools anticipating a decline in student enrollment in the following school year, non-probationary teachers impacted by this decline shall be reassigned first within their school to one grade level above or below their current assignment. Reassignment for fifth grade teachers may be to either third or fourth grade. Kindergarten teachers may be reassigned to either first or second grade. Teachers shall be given the opportunity to volunteer for the necessary reassignment. In the event of no volunteers, Appendix E shall be utilized. Any teacher who volunteers for reassignment shall not be subject to mutual consent.

12.8 When any teacher is required by the district to take courses for a new assignment as a result of an administrative transfer, the school district shall pay the cost of such retraining or shall reimburse the teacher for expenses incurred for tuition, fees, transportation, and materials for courses at a location as specified by the district.

12.9 Prior to notification of non-renewals, the district and the Association shall meet to discuss the potential formation of a probationary contract teacher pool and the variables that could affect the formation of the contract teacher pool.

## ARTICLE 13

### Change in Position

- 13.1 Vacancies in positions paying a salary differential and/or positions on the administrative/supervisory level shall be filled pursuant to the following procedures:
- 13.1.1 Such vacancy shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of, and the qualifications for the position, including the duties and salary. During the summer vacation, notices of promotional positions may be secured when prior request has been filed with Human Resources.
  - 13.1.2 Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted.
  - 13.1.3 Certified/licensed personnel who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his authorized agent within the time limit specified in the notice.
  - 13.1.4 Such vacancies shall be filled on the basis of qualification for the vacant post.
  - 13.1.5 Exceptions to this procedure shall be the position of Superintendent, governmental projects which require designee upon application for the grant and similar positions which from time to time shall be determined by the Board to be immune providing that such decisions of immunity are grievable.
- 13.2 Non-Renewed Teachers
- Non-renewed teachers will be given priority consideration for rehire to positions for which they are qualified and if their evaluations are satisfactory until their current contract expires. Priority consideration shall mean that all qualified non-renewed teacher applicant files will be reviewed and at least two (2) such teachers will be interviewed if that many apply.
- 13.3 Limited Contract Teachers
- Pay for limited contract teachers shall be as per step and level of the salary schedule, and they shall be eligible for all other fringe benefits. Limited contract teachers shall receive one year of experience credit for each consecutive year they teach under a limited contract, provided the teacher is contracted for one semester or more. In addition, if they meet the requirements of the Teacher Employment, Compensation and Dismissal Act they shall be placed on non-probationary status.
- 13.4 Teaching interns are described as non-district employees teaching in positions for less than full salaries in conjunction with college or university programs in order to earn hours towards degrees and/or certifications/licenses. Teaching interns as defined herein shall be limited to positions which are temporarily vacated by certificated/licensed staff on one year leaves of absence and the positions vacated by the persons currently referred to as "site coordinators".

## ARTICLE 14

### Personnel Appraisal System

- 14.1 The district and the Association recognize that the basic purpose of teacher evaluation is to advance professional excellence. The cycle of evaluation for teachers supports both growth and accountability. The district and the Association recognize the following purposes to be served by the Personnel Appraisal System – APEX – Advancing Professional Excellence.
- 14.2 APEX is the professional growth and performance system for teachers in Adams 12 Five Star Schools. APEX encompasses the components of Colorado’s Educator Effectiveness legislation and represents the district’s core values and beliefs of professional growth.
- 14.3 We believe high-quality reflective educators create high performing schools.
- 14.3.1 We believe in a growth mindset for all educators.
- 14.3.2 We believe professional relationships built on mutual respect and transparency enhance everyone’s practice and elevate our profession.
- 14.3.3 We believe reflective practice and professional collaboration make educators more effective.
- 14.3.4 We believe in continuous improvement rather than perfection.
- 14.4 The Educator Effectiveness Committee, comprised of multiple voices including teachers, district administrators, principals, community representatives and DTEA leadership representatives, is charged with development and refinement of the APEX system. The APEX guide is available on-line and includes guidance for implementation, procedures, timelines, sample documents, resources and frequently asked questions.
- 14.5 Each school location shall make available five (5) paper copies of the APEX guide.
- 14.6 APEX Process Dates for the 2016-2017 School Year

See APEX guide for details and explanation of the Review Cycle for the 2016-2017 school year.

August 2016	APEX Training for Evaluators
September 2016	Orientation
October 2016	Self-Assessment & Professional Growth Plan (PGP) Goals
October 2016	Measures of Student Learning (MSL)
October 2016	Student Learning Objectives (SLOs) (as part of the Measures of Student Learning)
November 15, 2016	Supervisor Approval of PGP and SLOs
January 2017	Mid-Year Conversation
May 12, 2017	End-of-Year Conversation

## 14.7 Performance Cycle – Minimum Requirements

14.7.1 Self-Assessment – All teachers shall complete a self-assessment as part of the performance appraisal process. The teacher may at his or her discretion share the self-assessment with their respective evaluator. Teachers are highly encouraged to share the self-assessment as part of professional self-reflection and collaboration in the appraisal process.

14.7.2 The on-line performance evaluation system (RANDA) shall ensure that:

14.7.2.1 Probationary Teachers – Probationary teachers receive at least two documented observations and one evaluation that results in an on-line written evaluation report each academic year. Probationary teachers shall receive the written evaluation report including Professional Practices Standards and available data through the Measures of Student Learning at least two weeks before the last class day of the school year. Probationary teachers retained may receive a revised final evaluation in the first quarter of the following school year when all measures of student learning are available.

14.7.2.2 Non-Probationary Teachers – Non-probationary teachers receive at least one documented observation each year and one evaluation that results in an on-line written evaluation report each academic year. Non-probationary teachers shall receive the written evaluation report once all measures of student learning are available. The final evaluation may not be completed until the first quarter of the following school year when all assessment data is available.

14.7.3 The annual evaluation report generated through the on-line RANDA system shall:

14.7.3.1 Be in writing;

14.7.3.2 Contain a written Professional Growth Plan that shall be specific as to what improvements are needed and shall clearly set forth recommendations for improvements, including recommendations for additional education and training;

14.7.3.3 Be specific as to the strengths and weaknesses in the performance of the individual teacher being evaluated;

14.7.3.4 Specifically identify when a direct observation was made;

14.7.3.5 Identify data sources; and

14.7.3.6 Be discussed and completed through the on-line system by the evaluator and the teacher being evaluated. The teacher shall have access to the system to print a copy of the completed evaluation.

## 14.8 Professional Growth Plan

14.8.1 A written Professional Growth Plan, as part of the on-line APEX system, is a means of documenting areas for further refinement and improvement of professional skills. Through the process of collaborative performance conversations, the objective is for the teacher and evaluator to discuss and document areas for growth and improvement to be included as part of the next performance cycle.



## 14.9 Remediation Plan

- 14.9.1 A remediation plan is required when there are identified performance concerns that result in a rating of “Ineffective” or “Partially Ineffective”. The teacher whose performance evaluation includes a remediation plan shall be given an opportunity to improve his or her effectiveness through the implementation of the plan. If the next performance evaluation shows that the person is performing effectively, no further action shall be taken concerning the original performance evaluation. If the evaluation shows the person is still not performing effectively, he or she shall receive written notice that his or her performance evaluation shows a rating of ineffective, and a copy of the documentation relied upon in measuring the person’s performance and identification of deficiencies.
- 14.9.2 The performance evaluation system shall also ensure that the standards and criteria identified in the rubrics are available to all teachers in writing through the on-line system and are communicated and discussed by the teacher being evaluated and the evaluator prior to and during the course of the evaluation.
- 14.9.3 The electronic sign-off on the report of any teacher shall not be construed to indicate agreement with the information contained in the evaluation report. If the teacher being evaluated disagrees with any of the conclusions or recommendations made in the evaluation report, the teacher may attach any written explanation or other relevant documentation that the teacher deems necessary.
- 14.9.4 The final evaluation report shall be reviewed by a supervisor of the evaluator, whose review shall be documented and reflected in the on-line system and evaluation document.
- 14.9.5 The non-probationary teacher who objects to a second consecutive Performance Evaluation rating of “Ineffective” or “Partially Ineffective” has an opportunity to appeal that rating. See APEX Guide – Appeal Process for Non-Probationary Teachers.

## 14.10 Miscellaneous Provisions

- 14.10.1 A foundation for the APEX system is one of mutual respect and transparency. It is expected that all observations of the work performance of a teacher shall be conducted in an open and professional manner and with full knowledge of the teacher. The use of audio/video recording equipment to document the delivery of instruction for the purpose of a collaborative performance conversation shall be subject to mutual agreement between the evaluator and teacher. Deliberate eavesdropping and the use of the public address, audio/video systems, and similar devices for eavesdropping shall be prohibited.

## 14.11 Required Formal Observation(s) – Follow-Up Conversation

- 14.11.1 The APEX system is designed to promote continuous feedback throughout the evaluation cycle. In order to comply with minimum formal observation requirements, it is important for feedback to be timely. For formal observations, evaluators shall hold a conference (face to face) with the teacher within five (5) school days of each required formal observation and/or evaluation. The follow-up conversation may be delayed through mutual agreement between the teacher and evaluator.

14.11.2 The on-line system allows for conversations to take place through RANDA. Evaluators may engage in on-line conversations through reflective questioning and by providing clarity for the teacher. Face to face conversation is important when the evaluator has performance concerns.

#### 14.12 Appeal Process – Non-Probationary Teacher

14.12.1 The following requirements shall apply to the appeal process for a non-probationary teacher to appeal a second consecutive Performance Evaluation Rating of “Ineffective” or “Partially Ineffective”. For purposes of the appeal process, a rating of ineffective and a rating of partially effective carry the same consequence. A teacher shall lose non-probationary status after receiving two consecutive ratings of either ineffective or partially effective.

14.12.2 The appeal process shall allow for a final determination of the appealing teacher’s Performance Evaluation Ratings and a final determination of whether that teacher retains non-probationary status; it shall not serve the purpose of determining employment and/or termination.

14.12.3 The appeal process shall be voluntary for the teacher and initiated only if the teacher chooses to file an appeal. The appeal process shall allow the non-probationary teacher to appeal the rating of ineffectiveness to the Superintendent or designee and shall place the burden upon the non-probationary teacher to demonstrate that a rating of “Effective” was appropriate.

14.12.4 The teacher whose performance is deemed to be ineffective or partially effective shall receive written notice through the on-line RANDA system that his or her performance evaluation shows a rating of ineffective or partially effective. A copy of the documentation relied upon in measuring his or her performance and identification of deficiencies shall also be included.

14.12.5 The appeal process timeline shall begin on the date that the teacher receives a second consecutive Performance Evaluation Rating of ineffective or partially effective. The teacher shall file a written notice of appeal with the Human Resource Department within fifteen (15) calendar days after receiving his or her rating. The appeal process shall conclude no more than forty-five (45) calendar days after he or she receives the Performance Evaluation Rating.

14.12.6 These time requirements may be waived by mutual agreement of both the teacher and the district.

#### 14.12.7 APEX Review Panel

14.12.7.1 The APEX Review Panel shall serve in an advisory capacity to the Superintendent or designee. The Superintendent or designee shall be the final decision-making authority in determining the teacher’s final Performance Evaluation Rating.

14.12.7.2 The APEX Review Panel shall be comprised of members who were not directly involved in the evaluation process for the appealing teacher.

- 14.12.7.3 The selected APEX Review Panel members and alternates shall be trained so as to ensure credibility and expertise of the panel members. The panel shall be comprised of three (3) teachers selected by the Association and three (3) administrators selected by the district. No more than six (6) panel members shall comprise the panel.
- 14.12.7.4 The appealing teacher shall be given the opportunity to address the review panel 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 the meeting to render a recommendation.
- 14.12.7.5 The APEX Review Panel may invite the teacher or the teacher's evaluator to present in person or in writing where clarification is necessary; however, the teacher and evaluator shall have the right of refusal without prejudice.
- 14.12.7.6 In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate. If the review panel is not unanimous, they shall submit the majority opinion and minority opinion to the Superintendent or designee.
- 14.12.7.7 The teacher is permitted to appeal the second consecutive Performance Evaluation Rating of ineffective or partially effective. The teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived.
- 14.12.7.8 The grounds for an appeal shall be limited to the following:
- The evaluator did not follow evaluation procedures that adhere to the requirements of statute, rule and master agreement, 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
  - The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for whom the teacher was not responsible).
- 14.12.7.9 Other considerations:
- Any documents and/or proceedings related to the appeal process shall be confidential.
  - 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 his or her non-probationary status. The Superintendent or designee shall provide a written rationale for the final determination.
  - The appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of non-probationary status. There is no appeal of the final decision.

14.12.7.10 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 his or her 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. The teacher may choose to file an appeal.

## 14.13 Standards and Criteria

### General Teacher

#### 14.13.1 First Standard: Planning and Organization

14.13.1.1 Criteria: Obtains and uses information about diverse learners.

14.13.1.2 Criteria: Plans and organizes instruction consistent with the district curriculum.

#### 14.13.2 Second Standard: Instruction (Best Practices)

14.13.2.1 Criteria: Uses a variety of teaching methods appropriate to diverse learners and the environment.

14.13.2.2 Criteria: Demonstrates a thorough knowledge of subject matter and curriculum appropriate to grade level and course.

14.13.2.3 Criteria: Selects, adapts, and uses a variety of instructional resources commensurate with the students' learning abilities and areas of interest when appropriate.

14.13.2.4 Criteria: Utilizes a variety of appropriate assessment techniques.

14.13.2.5 Criteria: Creates and maintains appropriate classroom management.

14.13.2.6 Criteria: Creates a climate based on warmth, concern, and respect for students.

#### 14.13.3 Third Standard: Professional Growth and Responsibility

14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

14.13.3.2 Criteria: Participates in professional growth opportunities.

#### 14.13.4 Fourth Standard: Professional Relationships

14.13.4.1 Criteria: Fosters a professional relationship with the parents and community which encourages and values their participation in the learning experience of children.

14.13.4.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

## Psychologist/Social Worker

### A 14.13.1 First Standard: Planning and Organization

A 14.13.1.1 Criteria: Obtains and uses information about students.

A 14.13.1.2 Criteria: Participates in design and implementation of assessments and interventions and those responsibilities pertaining to social/emotional issues.

### A 14.13.2 Second Standard: Instruction (Best Practices)

A 14.13.2.1 Criteria: Develops a rapport and creates a climate based on warmth, concern, and respect for the individual student.

A 14.13.2.2 Criteria: Utilizes a variety of counseling techniques and consultation to facilitate more effective functioning within an educational environment.

A 14.13.2.3 Criteria: Demonstrates knowledge of different types of formal and informal psychological assessments as appropriate to training. Interprets results obtained in order to assist student as mandated by district policy, state and federal laws.

A 14.13.2.4 Criteria: Fulfills mandates of district policy, state and federal laws and guidelines to assist in identification, assessment, and determination of eligibility of students to receive special education services as defined by those statutes or policies.

A 14.13.2.5 Criteria: Uses specialized knowledge and skills to provide direct services to students, their families and staff.

A 14.13.2.6 Criteria: Assist with crisis intervention services in the school community.

A 14.13.2.7 Criteria: Obtains and uses knowledge of district, school and community-based resources to assist and obtain appropriate services.

### A 14.13.3 Third Standard: Professional Growth and Responsibility

A 14.13.3.1 Criteria: Participates in professional growth opportunities.

A 14.13.3.2 Criteria: Functions as a member of a school staffing team.

A 14.13.3.3 Criteria: Establishes and maintains appropriate communication with other educational institutions, outside agencies and the community.

### A 14.13.4 Fourth Standard: Professional Relationships

A 14.13.4.1 Criteria: Develop and maintain a professional relationship with staff, students and community which encourages and values individual student success.

A 14.13.4.2 Criteria: Assists in developing a collaborative environment and establishing a culture of positive mental health throughout the school.

A 14.13.4.3 Criteria: Advocates for the needs of students and families based on professional knowledge and best practices.

### Nurse

B 14.13.1 First Standard: Planning and Organization

B 14.13.1.1 Criteria: Obtains and uses health information about students.

B 14.13.1.2 Criteria: Participates in the evaluation of students being considered for special education and those already in special education programs.

B 14.13.2 Second Standard: Instruction (Best Practices)

B 14.13.2.1 Criteria: Creates a climate based on warmth, concern and respect for the individual student.

B 14.13.2.2 Criteria: Utilizes a variety of appropriate health techniques to promote optimal student health.

B 14.13.2.3 Criteria: Maintains the school health office.

B 14.13.2.4 Criteria: Demonstrates a knowledge of health curriculum appropriate to grade level and course.

B 14.13.2.5 Criteria: Selects, adapts and uses a variety of health resources to develop a health management plan for students.

B 14.13.2.6 Criteria: Provides training and supervision to health aides to promote continuity of health services.

B 14.13.3 Third Standard: Professional Growth and Responsibility

B 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

B 14.13.3.2 Criteria: Participates in professional growth opportunities.

B 14.13.4 Fourth Standard: Professional Relationships

B 14.13.4.1 Criteria: Fosters professional relationships with the parents and community which encourages and values their participation in the optimum maintenance of the health of children.

B 14.13.4.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

### School Counselor

C 14.13.1 First Standard: Planning and Organization

C 14.13.1.1 Criteria: Obtains and uses information about diverse learners.

C 14.13.1.2 Criteria: Discusses the counseling department management system and the program action plans.

C 14.13.1.3 Criteria: Develops a results evaluation for the school counseling program.

C 14.13.2 Second Standard: Instruction (Best Practices)

C 14.13.2.1 Criteria: Implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

C 14.13.2.2 Criteria: Provides responsive services through the effective use of individual and small-group counseling, consultation, and referral skills.

C 14.13.2.3 Criteria: Implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.

C 14.13.2.4 Criteria: Monitors students on a regular basis as they progress through school.

C 14.13.3 Third Standard: Professional Growth and Responsibility

C 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

C 14.13.3.2 Criteria: Professional school counselor is a student advocate, leader, collaborator, and systems change agent.

C 14.13.3.3 Criteria: Professional school counselor discusses counseling department management system and program action plans with school administration.

C 14.13.3.4 Criteria: Participates in professional growth opportunities.

C 14.13.4 Fourth Standard: Professional Relationships

C 14.13.4.1 Criteria: Fosters a professional relationship with staff, parents and community which encourages and values their participation in the learning experience of children.

Audiologist

D 14.13.1 First Standard: Planning and Organization

D 14.13.1.1 Criteria: Obtains and uses information about individual, diverse learners.

D 14.13.1.2 Criteria: Provides assistance in planning and organizing appropriate instruction for the hearing impaired student.

#### D 14.13.2 Second Standard: Instruction (Best Practices)

D 14.13.2.1 Criteria: Creates a climate based on warmth, concern, and respect for the individual student.

D 14.13.2.2 Criteria: Selects and uses a variety of appropriate assessment tools to evaluate hearing acuity, identify hearing loss and/or middle ear pathology, determines student's present level of functioning, and notes additional concerns.

D 14.13.2.3 Criteria: Provides regular audiological follow-up, monitors individuals with hearing impairments, and determines appropriate type and use of auditory equipment.

D 14.13.2.4 Criteria: Monitors hearing aids and auditory training systems' performance and supervises maintenance of auditory equipment.

D 14.13.2.5 Criteria: Maintains appropriate behavioral management.

D 14.13.2.6 Criteria: Demonstrates knowledge of subject matter appropriate to grade, level, course and/or handicapping conditions and provides information about instructional resources.

#### D 14.13.3 Third Standard: Professional Growth and Responsibility

D 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to district goals and priorities and legal requirements of state and federal statutes.

D 14.13.3.2 Criteria: Participates in professional growth opportunities.

#### D 14.13.4 Fourth Standard: Professional Relationships

D 14.13.4.1 Criteria: Fosters professional relationships with staff members which values and encourages attainment of district and unit goals.

D 14.13.4.2 Criteria: Fosters professional relationships with the parents and community which encourages and values their participation in the learning experience of the child.

#### Occupational Therapist/Physical Therapist

#### E 14.13.1 First Standard: Planning and Organization

E 14.13.1.1 Criteria: Obtains and uses information regarding physical, motor, and sensory abilities in accordance with P.L. 94-142 and other applicable laws.

E 14.13.1.2 Criteria: Plans and organizes therapeutic intervention pertaining to physical, motor, and sensory needs as determined by motor evaluation and criteria of P.L. 94-142 and other applicable statutes.



E 14.13.2 Second Standard: Instruction (Best Practices)

- E 14.13.2.1 Criteria: Possesses knowledge of the role and responsibility as a member of the staffing team.
- E 14.13.2.2 Criteria: Creates a climate based on warmth, concern, and respect for the individual student.
- E 14.13.2.3 Criteria: Demonstrates a thorough knowledge of assessment and diagnostic techniques related to physical and occupation therapy.
- E 14.13.2.4 Criteria: Provides direct hands-on intervention individually or in a group setting or in other situations within the educational environment.
- E 14.13.2.5 Criteria: Utilizes appropriate assessment techniques to determine physical, motor, and sensory needs.
- E 14.13.2.6 Criteria: Maintains appropriate behavioral management during therapeutic intervention.
- E 14.13.2.7 Criteria: Demonstrates a thorough knowledge of his/her area of expertise.

E 14.13.3 Third Standard: Professional Growth and Responsibility

- E 14.13.3.1 Criteria: Participates in professional growth opportunities.
- E 14.13.3.2 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

E 14.13.4 Fourth Standard: Professional Relationships

- E 14.13.4.1 Criteria: Fosters professional relationships with staff members which values and encourages attainment of district and unit goals.
- E 14.13.4.2 Criteria: Fosters a professional relationship with the parents which encourages and values their participation in the learning experience of children.

Special Education Teacher

F 14.13.1 First Standard: Planning and Organization

- F 14.13.1.1 Criteria: Obtains and uses information about individual, diverse learners.
- F 14.13.1.2 Criteria: Plans and organizes instruction consistent with the district curriculum.

F 14.13.2 Second Standard: Instruction (Best Practices)

- F 14.13.2.1 Criteria: Creates a climate based on warmth, concern, and respect for the individual student and family.

F 14.13.2.2 Criteria: Selects, adapts, and uses a variety of appropriate assessment tools to evaluate the present level of functioning and the needs of referred students and special education students.

F 14.13.2.3 Criteria: Maintains appropriate classroom management.

F 14.13.2.4 Criteria: Uses a variety of teaching methods appropriate to diverse learners and the environment.

F 14.13.2.5 Criteria: Demonstrates a thorough knowledge of subject matter and curriculum appropriate to grade, level, course and/or handicapping conditions.

F 14.13.2.6 Criteria: Selects, adapts, and uses a variety of instructional resources commensurate with the students' learning abilities, interests, and styles.

#### F 14.13.3 Third Standard: Professional Growth and Responsibility

F 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities, and legal requirements of state and federal statutes.

F 14.13.3.2 Criteria: Participates in professional growth opportunities.

#### F 14.13.4 Fourth Standard: Professional Relationships

F 14.13.4.1 Criteria: Fosters professional relationships with the parents and community which encourages and values their participation in the learning experience of children.

F 14.13.4.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

### Teacher Librarian

#### G 14.13.1 First Standard: Planning and Organization

G 14.13.1.1 Criteria: Plans, organizes, and executes those responsibilities pertaining to the library media program.

G 14.13.1.2 Criteria: Obtains and uses information about diverse learners.

G 14.13.1.3 Criteria: Collaboratively plans and organizes instruction consistent with the district curriculum.

#### G 14.13.2 Second Standard: Instruction (Best Practices)

G 14.13.2.1 Criteria: Uses a variety of teaching methods appropriate to diverse learners and the environment.

G 14.13.2.2 Criteria: Demonstrates a thorough knowledge of subject matter and curriculum appropriate to grade level and course.

G 14.13.2.3 Criteria: Selects, adapts, and uses a variety of instructional resources commensurate with the students' learning abilities/interests.

G 14.13.2.4 Criteria: Maintains appropriate classroom management.

G 14.13.2.5 Criteria: Utilizes a variety of appropriate assessment techniques.

G 14.13.2.6 Criteria: Creates a climate based on warmth, concern, and respect for the individual student.

G 14.13.3 Third Standard: Professional Growth and Responsibility

G 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

G 14.13.3.2 Criteria: Participates in professional growth opportunities.

G 14.13.4 Fourth Standard: Professional Relationships

G 14.13.4.1 Criteria: Fosters a professional relationship with the parents and community which encourages and values their participation in learning experiences of children.

G 14.13.4.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

#### Speech/Language Pathologist

H 14.13.1 First Standard: Professional Growth and Responsibility

H 14.13.1.1 Criteria: Demonstrates professionalism.

H 14.13.2 Second Standard: Professional Relationships

H 14.13.2.1 Criteria: Fosters a relationship with parents and community which encourages and values their participation in the learning experience of children.

H 14.13.2.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

H 14.13.3 Third Standard: Communication Assessment

H 14.13.3.1 Criteria: Demonstrates understanding and use of diagnostic techniques related to communication disorders.

H 14.13.4 Fourth Standard: Communication Intervention

H 14.13.4.1 Criteria: Provides a continuum of interventions appropriate to the needs of the student.

H 14.13.4.2 Criteria: Creates and maintains appropriate classroom environment.

#### Literacy Coach

I 14.13.1 First Standard: Planning and Organization

I 14.13.1.1 Criteria: Obtains and uses information about diverse learners.

I 14.13.1.2 Criteria: Plans and organizes instruction consistent with the district curriculum.

I 14.13.2 Second Standard: Instruction (Best Practices)

I 14.13.2.1 Criteria: Provides direct literacy support for at-risk students in grades K-5 in the area of reading and writing.

I 14.13.2.2 Criteria: Uses a variety of teaching methods appropriate to diverse learners and the environment.

I 14.13.2.3 Criteria: Demonstrates a thorough knowledge of elementary language arts.

I 14.13.2.4 Criteria: Selects, adapts, and uses a variety of instructional resources commensurate with the students' learning abilities/interests.

I 14.13.2.5 Criteria: Utilizes a variety of appropriate assessment techniques.

I 14.13.2.6 Criteria: Maintains appropriate classroom management.

I 14.13.2.7 Criteria: Creates a climate based on warmth, concern, and respect for the individual student.

I 14.13.3 Third Standard: Professional Growth and Responsibility

I 14.13.3.1 Criteria: Collaborates with others to fulfill responsibilities related to building and district goals and priorities.

I 14.13.3.2 Criteria: Participates in professional growth opportunities.

I 14.13.4 Fourth Standard: Professional Relationships

I 14.13.4.1 Criteria: Fosters a relationship with parents and community which encourages and values their participation in the learning experience of children.

I 14.13.4.2 Criteria: Fosters a professional relationship with staff members which values and encourages attainment of district and unit goals.

14.14 Any teacher who is not recommended for reemployment shall be given the reasons in writing.

## ARTICLE 15

### Personnel Records

- 15.1 Building and central administration teacher files shall be reasonably secure.
  - 15.1.1 Only one file shall exist per teacher at the building level and only one teacher file shall exist at central administration, with the exception of a confidential file.
    - 15.1.1.1 Whenever a confidential file comes into existence, the affected teacher(s) shall be notified in writing within three (3) school days. Copies of all documents in the confidential file shall be provided to the teacher at that time. Copies of additional documents shall be provided at the time of placement in the file.
  - 15.1.2 The affected teacher shall be provided a copy of any and all documents at the time of placement into the building file or central administration file.
  - 15.1.3 Such building and central administration files shall be made available for review by the teacher within two (2) school days of review request. Copies shall be furnished to the teacher upon request.
  - 15.1.4 When there is no written evidence that documented problems have reoccurred for five (5) years since the last occurrence, a building administrator or the Chief Human Resource Officer shall, upon a teacher's request, attach notification that the problems have not reoccurred.
- 15.2 The teacher shall have the right to respond in writing within six (6) months after receiving notification of any material filed, and the statement shall be attached to the file copy.

## ARTICLE 16

### Teacher Facilities

Within the economic resources of the district and/or the educational philosophy and needs of the school staff members, existing and new schools shall include teacher facilities of the nature listed below:

- 16.1 Space in each classroom or work area where each teacher may safely store materials and supplies. The Board shall not be held to be the insurer of the teacher's personal belongings stored in such space. Secure space shall also be made available for summer storage.
- 16.2 A desk, chair, and a lockable 4-drawer or two 2-drawer metal file cabinet(s) shall be provided for each teacher.
- 16.3 Every school shall have at least one telephone in a private atmosphere for use by teachers for making local calls (primarily for educational matters). For the purposes stated herein, elementary schools that have thirty or more full time equivalent (FTE) certificated staff members shall have an additional unassigned telephone, but not necessarily in a private atmosphere. Such telephones shall be in addition to those assigned for regular use by principals, assistant principals, secretaries, counselors, or nurses.
- 16.4 A furnished room, the size of which shall be in proportion to the number of faculty members, to be used as a faculty lounge. Such room will be in addition to the teacher workroom.
- 16.5 All areas of the school utilized by teachers shall be clean, adequately heated or cooled where cooling systems exist, lighted and ventilated.
- 16.6 A workroom for teachers containing equipment and supplies to aid in the preparation of instructional materials.
- 16.7 Adequate parking spaces, adequate lighted parking lots and sidewalks as determined by industry standards shall be provided at each school. The school district shall make every effort to keep these areas and asphalt play areas clear of snow and ice during school hours.
- 16.8 Safety lights in instructional portions of the building and cafeterias for emergency egress situations only, shall be provided per uniform building codes from the United States Department of Labor.
- 16.9 Regular maintenance and monitoring shall be performed on heating, ventilation, and air conditioning (HVAC) systems. Ventilation requirement standards shall be set in accordance with American Society of Heating, Refrigeration, and Air Conditioning Engineers and monitoring schedules established. Annual compliance reports shall be published. Necessary adjustments, alterations and repairs shall be made after consideration of reasonable alternatives to meet ventilation standards. When a building is identified as having a ventilation problem which exceeds the above referenced standards, on-going monitoring shall be put into place and shall be reported in a timely manner.

## **ARTICLE 17**

### **Academic Freedom**

- 17.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to insure meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- 17.2 Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitution of the United States and of the State of Colorado subject to Article IX, Section 15, of the Colorado Constitution and State statute.
- 17.3 If and when activities or presentations are questioned by a parent or the public, the procedure under Article 18 governing questioned or challenged materials will be followed.

## ARTICLE 18

### **Challenged Materials, Activities or Presentations**

- 18.1 The school principal shall schedule a conference with the complainant and the teacher(s) involved in the challenge if such teacher desires to attend. At the conference, written minutes shall be taken. The conference shall be scheduled in a timely fashion.
- 18.2 After the initial contact of the complainant with the school administrator, the teacher involved in the challenge shall be brought into additional conferences if he/she desires to attend.
- 18.3 If the complainant is dissatisfied with the results of the conference, the principal shall inform the complainant of the following procedures and shall provide him/her with the special application for "Citizen's Request for Reconsideration of Instructional Materials, Activities, or Presentations", to be acted upon by the Professional Policy Council or a subcommittee of the Professional Policy Council.
- 18.4 The principal shall forward the application to the chairperson of the reviewing subcommittee of the Professional Policy Council, together with a written report of the conference he/she held with the complainant.
- 18.5 Copies of the report shall also be sent to the Superintendent, the Chief Academic Officer, and the teacher involved.
- 18.6 One (1) copy of the report shall be kept in the school file.
- 18.7 The principal shall provide the chairperson of the reviewing subcommittee with a copy or copies of the material and minutes of all conferences.
- 18.8 The challenged subject or material shall be reviewed by a subcommittee of the Professional Policy Council only after a signed application, "Citizen's Request for the Reconsideration of Instructional Materials, Activities, or Presentations" has been received from the complainant. Such application shall include the exact nature and reasons for the challenge.
- 18.9 The principal from the school involved shall serve on the committee during the discussion of the related problem. The teacher(s) involved in the challenge may also be included on this committee.
- 18.10 The teacher involved in the challenge shall be given an opportunity to render a professional opinion regarding the challenge.
- 18.11 A written recommendation of the reviewing subcommittee shall be forwarded to the Professional Policy Council for consideration.
- 18.12 Copies of the recommendation of the Professional Policy Council shall be forwarded to the Superintendent and all parties in interest.
- 18.13 If the complainant or teacher(s) involved is not satisfied with the recommendation of the Professional Policy Council, he/she has the right to go to the Superintendent and, if necessary, the Board of Education.
- 18.14 If the same materials, activities, or presentations are challenged at a future date, the principal and the chairperson of the reviewing subcommittee shall examine the previous decision in the light of additional points of view. If they find any significant difference in the new challenge, the committee may again review the materials, activities, or presentations. Otherwise, the original decision shall stand and a copy shall be sent to the complainant explaining that the challenge has been previously evaluated.
- 18.15 A teacher may request to be represented by the Association at any step of the procedure.



## ARTICLE 19

### Protection of Teachers

- 19.1 The Board recognizes its responsibilities to give all reasonable support and assistance to the teachers in the performance of their professionally assigned duties.
- 19.1.1 Any teacher who suffers from an assault in connection with his/her employment shall, as soon as practicable, make a written report of the circumstances thereof to his/her principal and shall make supplemental written reports attaching copies of any summons, complaint, process information, indictment, notice or demand served upon him in connection with such assault within five (5) days after he/she has been served therewith, and reporting the final disposition of any such proceeding.
- 19.1.1.1 The principal or district support team member shall provide written response to the individual within ten (10) working days following receipt of the written complaint, or within such lesser period of time as may be required by applicable law. The response shall reflect findings made in the investigation and any disciplinary action proposed or completed except to the extent such disclosure would be contrary to law.
- 19.1.2 Such reports will be forwarded to the Board through the Superintendent's Office. In the event civil proceedings are brought against the teacher, the Board will comply with any request by the teacher for information in the Board's possession not privileged by law or policy of the district and relevant to the incident reported.
- 19.1.3 If civil proceedings are brought against a teacher alleging that he/she committed an assault or injury in connection with his/her employment, such teacher, after making the reports described in 19.1.1 above, may request the Board's assistance in the preparation of the teacher's defense. Upon receipt of such request, the Board will instruct its attorney to consult with the teacher's legal counsel and cooperate with him in the preparation of the teacher's defense, insofar as the interest of the teacher and district are not conflicting.
- 19.1.4 Whenever a teacher is absent from school as a result of personal injury caused by an assault, providing he/she is not guilty of criminal act, or other accident occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence up to one (1) full calendar year from the date of injury and no part of such absence will be charged to his/her annual sick leave. The School Board will pay his/her full salary for the period of such absence. The amount the person receives from Workers' Compensation and/or disability insurance will be paid directly to the district.
- 19.1.5 The Board shall have the right to have the teacher examined by a physician agreed upon by the teacher and the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performance of his/her duties.
- 19.1.6 Said assault action shall have no bearing on current or future employment status of the teachers involved. The above provisions shall be subject to the grievance procedure.
- 19.2 Whenever a teacher is assigned the responsibility of handling funds in excess of \$500, the Board shall provide handling insurance for that individual.

- 19.3 No action shall be taken towards a teacher upon any complaint directed towards the teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such a complaint is investigated and found to be substantiated by information deemed by the administration to be valid and reliable and is reported in writing to the teacher concerned, permitting him/her an opportunity for refutation.
- 19.3.1 The district shall provide any teacher placed on administrative leave notification specifying the nature of the allegation of misconduct being investigated, method of investigation, anticipated time line, and is encouraged to advise the teacher of his/her right to notify the association.
- 19.3.2 Students who are interviewed as part of an investigation of a teacher on administrative leave shall be questioned individually and as soon as possible after the initiation of an investigation. Every effort shall be made to prevent information contamination.
- 19.3.3 The district shall update the teacher on administrative leave of the status of the investigation as soon as the investigation status changes.
- 19.3.4 Teachers' actions shall not be considered abusive if performed in good faith, as expressions of care and concern and are in compliance with state/federal statutes.
- 19.3.5 Teachers may use and apply restraint/force as is reasonable and necessary for purposes such as those listed below:
- 19.3.5.1 To restrain/prevent a student from an act of wrongdoing.
- 19.3.5.2 For the purpose of self-defense.
- 19.3.5.3 For the protection of persons or property.
- 19.3.5.4 For the preservation of order.
- In instances such as these the exercise of such restraint/force as is reasonable and necessary shall not be construed to constitute corporal punishment.
- 19.3.6 When questions might result in self-incrimination having civil/criminal ramifications the teacher can refuse to answer. The refusal to answer shall not be deemed insubordination.
- 19.3.7 When arising out of, or in the course of, his/her employment, a teacher is threatened, harassed or stalked the teacher may request a meeting, to be held within one school day of the request. Meeting participants shall include the teacher; association representative, if requested by the teacher; the building/unit administrator or his/her administrative designee. The district shall investigate the situation and take steps it deems appropriate and reasonable to protect the affected teacher.
- 19.3.8 Within three days following district findings that the teacher has been subjected to student conduct as described in 19.3.7, upon request, the district shall share administrative consequences for the student with the affected teacher provided that sharing the requested information is legal.

19.3.9 Teachers requesting an administrative transfer resulting from conduct in 19.3 shall be considered by the district and the Association based on merits of the situation. Process for such transfer refer to Article 12.2.4.

- 19.4 When arising out of, or in the course of, his/her employment, a teacher's clothing and/or personal property are damaged, destroyed, or stolen as a result of willful malice, and when administrative review shows the teacher has used reasonable judgment, the Board shall reimburse the actual cost to the teacher for the repair or replacement of such clothing or personal property in an amount not to exceed one thousand dollars (\$1,000) per incident upon receipt of proof of net expense incurred after all applicable insurance adjustments have occurred. Claimants shall report all claims to Risk Management within five (5) business days, excluding weekends and district holidays. Teachers shall provide copies of claims to the Association. Corresponding documentation such as receipts or establishment of current fair market value, billings, estimates, pictures, proof of insurance or other instruments of verification shall be provided to Risk Management within thirty (30) calendar days of notification. If the teacher is not satisfied with the review, he/she may appeal the decision in writing within five (5) business days of the review to the review committee consisting of the Chief Human Resource Officer or his/her designee and the Association President or his/her designee. If the final decision of the review committee is disputed, the decision shall be referred to the Superintendent.
- 19.5 The principal or his/her designee shall provide, subject to availability and legal constraints, information concerning any student whose personal history includes the commission of violent, dangerous, harassing, or intimidating acts to teachers who have direct contact with, and/or supervisory responsibilities for such students(s). Sharing of information shall be for the purpose of providing for a safe environment for staff and students. Information provided shall be treated confidentially.
- 19.6 The district shall maintain two-way communication systems, such as an intercom, telephone, wireless telephone, or two-way radio to provide a safe environment for staff and students. It shall be an immediate priority to provide emergency back-up systems in a timely manner when necessary.
- 19.7 When arising out of, or in the course of, employment, a teacher is harassed by another employee, he/she shall complete the Employee/Authorized Volunteer Protection Complaint Form (Superintendent Policy 4300) and documentation of harassment shall be forwarded to the Superintendent or his/her designee, building principal, and the Association President or his/her designee. The action(s) that shall be taken to resolve the issue shall be communicated to the employee within two (2) working days.

## ARTICLE 20

### Certified Compensation Stipends

#### 20.1 Certified Compensation Stipend

Teachers hired prior to January 1, 2007 who resign from the district with a minimum of twenty (20) years continuous service classified as a teacher with the district (Article 1.1) shall receive a certified compensation stipend. Beginning January 1, 2007, the stipend shall be 50% of the base salary in effect at the time of resignation, paid out for five years, up to a maximum total payout of \$95,000. In all cases the stipend shall remain the same for five years. Notice of resignation/retirement must be given to the district in writing two (2) months prior to the effective date of the resignation/retirement to qualify for such stipend.

Teachers hired prior to January 1, 2007 who have less than twenty (20) years continuous service but at least thirteen (13) shall be entitled to one-half (1/2) the above stipend upon resigning from the district.

NOTE: Teachers hired prior to January 1, 2007 who chose to participate in the One-Time Opt-Out Certified Compensation Stipend are not eligible for the benefit described in 20.1

Continuous service as used in this article shall not be deemed interrupted by approved leaves of absence. A person who takes an approved leave in year thirteen (13) or year twenty (20), other than a medical leave, shall meet with the Chief Human Resource Officer or his/her designee and the DTEA President or his/her designee in order to determine eligibility and approval for the certified compensation stipend.

Eligible teachers may choose to have the first stipend payable during the first regularly scheduled payroll of the subsequent new year or no sooner than sixty days after the end of the teacher's contract or date of separation from the district. All subsequent payments shall be made within a week of the anniversary date of the first payment. The choice of payment option as stated above shall be made by the teacher when separation from employment is requested.

If a teacher dies before the certified compensation stipend is fully paid, the remainder due will be paid in annual installments to his/her beneficiary.

#### 20.2 Certified Additional Compensation Stipend

Employees hired January 1, 2007 and after shall receive a \$1,000 certified additional compensation stipend paid in equal amounts throughout the contract year. The stipend is included in the annual salary as reflected in Schedule B.

20.2.1 The full certified additional compensation stipend amount of \$1,000 is based on the teacher working the entire contract year (September through August). The amount of the stipend shall be prorated accordingly if the teacher works less than the full contract year.

20.2.2 The certified additional compensation stipend amount of \$1,000 is not impacted if the teacher is less than a 1.0 FTE. Years of continuous service does not impact the amount of the certified additional compensation stipend. Teachers who are less than

1.0 FTE shall receive the balance of the \$1,000 stipend paid in equal monthly installments (September through August).

NOTE: Teachers hired prior to January 1, 2007 who chose to participate in the One-Time Opt-Out Certified Compensation Stipend shall only receive the benefit described in 20.2.

20.3 Teachers who separate from employment and are re-hired and have been recipients of the certified compensation stipend as described in 20.1 shall not be eligible for the \$1,000 certified additional compensation stipend.

## ARTICLE 21

### Intermediate Salary Steps

- 21.1 Quarter hours of community college, college or university credit obtained from an accredited institution as reported in the "Accredited Institutions of Postsecondary Education" directory, published by the American Council on Education, shall be recognized for intermediate salary step increments if earned since the highest degree was conferred in one of the following areas:
- 21.1.1 In the area of work directed toward an advanced degree in education.
  - 21.1.2 Any hours obtained in teaching majors and minors.
  - 21.1.3 Education courses that add to a teacher's competency.
  - 21.1.4 Related areas to teaching major and minor, and other assigned duties.
- Incremental credit shall be awarded for college courses taken for no credit if the instructor provides a statement of successful completion. This credit shall be equivalent to the college credit offered for the course. Online, correspondence and/or audio courses from accredited institutions may be submitted to Intermediate Hours Board (IHB) for approval.
- 21.2 The teacher must receive a letter grade average of "B" or better in each course taken in order for it to be counted. In courses in which letter grades are not given, a "Pass", "Satisfactory" or "Credit" grade for the course must be obtained in order for it to be counted.
- 21.3 The Intermediate Hours Board (IHB) may approve request for intermediate salary credit. This board shall consist of three (3) teachers, serving staggered terms, elected or selected by the Association. A liaison from the Human Resources Department shall assist the board. The board may also adopt guidelines to be administered by the Chief Human Resource Officer. The decision of the board shall be binding. However, a teacher may appeal the board's decision to a committee consisting of three (3) teachers selected by the Association and one (1) staff member selected by the district's department of Professional Development.
- 21.4 Courses taken in Adult Education Programs shall be granted credit if such courses relate to the criteria listed in 21.1. Credit shall be granted on the basis of one-half (1/2) quarter hour of credit for every five (5) through nine (9) contact hours, and one (1) quarter hour of credit for each ten (10) contact hours of participation time.
- 21.5 District in-service credit shall be issued on a ratio of one-half (1/2) quarter hour of credit for every five (5) through (9) contact hours, and one (1) quarter hour of credit for each ten (10) contact hours of participation time. Credit shall be granted regardless of funding source. No in-service credit shall be granted if the district assumes the full cost of the course and releasing the teacher from regular teaching/school responsibilities. Should the in-service involve both district-paid released time and the teacher's own temporary leave time (see 22.1.2.5) and/or non-contracted time, in-service credit shall be granted proportionately.
- 21.5.1 Professional development courses that require a practicum component shall have such hours count as class contact time.

- 21.5.2 When an individual teacher is required or mandated as part of an identified and documented performance need by a school administrator to attend an in-service or class during contract time, the school shall assume the full cost of the course and the cost of coverage to release the teacher from regular teaching/school responsibilities. A teacher shall not be required to use his/her own temporary leave time to attend a mandated or required in-service or class during contract time. The teacher shall receive IHB credit for attending any required or mandated in-service or class.
- 21.6 Objectives for the non-district educational experience as they relate to your teaching assignment must be submitted to the IHB in advance of the experience. Objectives and credit to be given shall be evaluated and determined by the IHB. Credit shall be awarded upon receipt of a statement of completion of the project study.
- 21.7 Foreign travel/study experience must have an educational objective and be designed to broaden the teacher's resources for teaching children. Foreign travel must relate directly to the teacher's current assignment or certification/licensure endorsement. A follow-up report must be submitted to the IHB upon completion of the foreign travel/study experience. This report shall include the following: Day to day itinerary; statement concerning fulfillment of the objectives; a summary of the information gained; a description of how the information shall be utilized in the classroom. One-half (1/2) quarter hour of credit shall be granted for 4-6 full days of foreign travel and one (1) quarter hour of credit shall be granted for 7-10 full days of foreign travel. A maximum of ten (10) quarter hours of foreign travel/study shall be accepted toward twenty (20) quarter hours of salary increment.
- 21.8 After the teacher's appropriate initial horizontal placement by the district on the salary schedule, the teacher has up to ninety (90) days to provide the district additional official transcripts and/or documentation earned prior to the first day of employment to support further salary advancement. This shall be retroactive to the teacher's contract date.
- 21.8.1 A teacher who submits documentation to the district of dual degrees conferred on the same date shall be placed on the salary schedule at the BA level. The employee shall provide the district with documentation that identifies the minimum number of hours/courses required for the first degree in order to determine the number of hours beyond the first degree.
- 21.9 When notification is received by the Human Resources Department on or before the last working day of the month, the contract shall be revised and the additional remuneration shall become effective for the following month.
- 21.10 In order to receive IHB credit for supervision of a student teacher, a teacher must complete the appropriate section of the IHB application and submit it to IHB. A maximum of two (2) semester credits or 3.0 quarter hours shall be accepted toward each twenty (20) quarter hours of salary increment.

**ARTICLE 22**

**Temporary Leave**

22.1 Each full-time teacher shall be granted eleven (11) days of temporary leave per year at the beginning of the school year. Days shall be provided on a pro-rata basis determined by the start date if it is after the beginning of the school year.

22.1.1 A part-time teacher shall be granted temporary leave days on a pro-rata basis determined by the start date and the part-time teacher's contractual service as it relates to a full-time teacher's contract. For purposes of this article only, a part-time teacher shall mean a teacher who works less than 184 days in a school year or who has less than a full-time assignment.

22.1.2 Of the eleven (11) temporary leave days per year, the unused portion of the first five (5) days is reimbursable in the July paycheck following the end of the school year or when the teacher's contract is terminated, if that is earlier, at the standard substitute teacher rate. Part-time teachers' reimbursable temporary leave shall be calculated on a pro-rated basis.

**REIMBURSEMENT SCHEDULE**

<b>DAYS USED</b>	<b>DAYS LEFT*</b>	<b>REIMBURSABLE DAYS</b>	<b>REIMBURSEMENT</b>
0	11	5	5 DAYS SUB RATE
1	10	4	4 DAYS SUB RATE
2	9	3	3 DAYS SUB RATE
3	8	2	2 DAYS SUB RATE
4	7	1	1 DAY SUB RATE
5	6	0	0

\*IF SICK LEAVE BANK DONATION REQUIRED SEE 22.1.2.2

The reimbursable temporary leave days shall not exceed five (5) days nor shall they be accumulated or carried over from one year to the next if they are actually reimbursed. A teacher may elect through written notification to the Chief Human Resource Officer before April 15 to be reimbursed for such days. In that event, those days accumulated or carried over would revert to forty percent (40%) per diem days according to 22.3. The remaining six (6) temporary leave days can be accumulated and reimbursed in accordance with 22.3. Further, the five (5) reimbursable days shall be deducted first each year.

22.1.2.1 Temporary leave may be used for the illness/disability of the teacher, dental work of the teacher, adoption (not to exceed six weeks), illness or death in the immediate family or household, religious holidays, employee's business, leave for the purpose of improving classroom instruction, or other personal reasons. In cases other than emergencies, professional preparations must precede the use of planned leave and the teacher shall notify the principal/administrator of the school/unit when planned leave exceeds three (3) consecutive school days. When the planned leave exceeds three (3)



consecutive school days, teachers shall give prior notification equal to the number of planned leave days (five {5} days planned leave = five {5} school days prior notification). The teacher may choose to notify via e-mail, voice mail, face-to-face or memo. The principal/administrator shall not comment, inquire, or question orally or in writing any teacher on use of their leave days.

22.1.2.2 When teachers are required to contribute a day to the Sick Leave Bank under any of the provisions of Article 23, such days will not be subtracted from the days reimbursable at the standard substitute teacher rate, but will rather be subtracted from the days that can be accumulated and reimbursed under 22.3.

22.1.2.3 All current eleven (11) temporary leave days granted at the beginning of each school year must be used prior to using previously accrued days.

22.1.2.4 Accrued temporary leave days may be used only for illness or disability of the teacher, dental work of the teacher, serious illness or death in the immediate family or household, adoption (not to exceed six weeks), religious holidays, other employee's business (such as real estate closings, court appearances, weddings and graduations in the immediate family or household, legal proceedings, financial/economic transactions) that cannot be taken care of outside the normal school day, and leave for the purpose of improving classroom instruction.

22.1.2.4.1 In the event that a teacher has exhausted his/her current and accrued temporary leave and a death occurs in his/her immediate family, the district shall grant up to five (5) additional temporary leave days paid by the teacher at the current substitute teacher rate. The amount will usually be automatically deducted from the teacher's next scheduled paycheck based upon discussion between the Chief Human Resource Officer and the affected teacher.

22.1.2.5 A teacher may use his or her temporary leave for approved professional improvement; when doing so the days used shall be deducted from that teacher's accrued temporary leave days or from those days which are accruable. They are not to be deducted from the current annual five (5) reimbursable days, unless the teacher so directs.

22.1.3 Temporary leave will continue to accrue up to a maximum of 180 days.

22.1.4 If a teacher terminates employment or takes an approved leave of absence under this Agreement before the end of the school year, and has used more than a pro-rata entitlement of temporary leave for that school year, leave days will be deducted first from the teacher's prior accumulated temporary leave, if available. Any remaining obligation will be deducted from the teacher's last paycheck at the rate of 1/184th of the teacher's salary.

22.1.5 Leave for employee's business is normally limited to one (1) day at a time. Teachers needing successive days of leave for employee's business must submit a written notification on a form provided by the district to the building principal at least two (2) school days prior to the occurrence of the leave whenever possible. In cases where

extraordinary educational hardships will result, it may be necessary to postpone the use of successive employee's business days.

22.1.6 The Board may require a doctor's verification of illness if evidence is provided that the illness provision of this Article is being abused. If the illness is not verified by written statement the day or days will be deducted from the teacher's next paycheck at the rate of contracted salary divided by the number of school days for each day taken.

22.1.7 Immediate family shall include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle, nieces, nephews, step/foster/adopted/blended family members.

22.2 When the teacher/district becomes aware of conditions of employment which endanger the life of the teacher or his/her family (limited to fifth disease, rubella, mumps, cytomegalovirus-CMV), the teacher may choose to use his/her temporary leave days or be temporarily reassigned by the district as a substitute teacher for the specific period of endangerment as determined and communicated to the district by the teacher's doctor.

22.3 Each day of accumulated temporary leave shall be reimbursed upon termination of contract at the rate of forty percent (40%) of the teacher's current per diem salary per day. The maximum number of reimbursable prior accumulated temporary leave days at this rate shall be 180. The teacher has the option to elect to receive the payment in a lump sum upon termination of contract or in three (3) annual payments beginning upon termination of contract. In the event the teacher does not elect either option, the payment shall be made in a lump sum.

22.4 If a teacher should die while under contract, unused temporary leave shall be included in the last paycheck according to Article 22.3.

22.5 After payment of an insurance company settlement, a teacher may buy back up to twenty (20) of the temporary leave days he/she used during the time period covered by the settlement at the current standard substitute teacher rate.

## ARTICLE 23

### Sick Leave Bank

The purpose of the Sick Leave Bank is to provide a continuation of salary and benefits during times of serious, chronic illness or disability after the required number of temporary leave days has been used.

#### 23.1 General Provisions

23.1.1 Effective 2001-2002 school year, all current district teachers and new hires shall automatically belong to the Sick Leave Bank unless the teacher completes the district form indicating their desire not to belong to the Sick Leave Bank. Teacher(s) may reverse this decision within a seven (7) school day time period. After this time period the decision is permanent.

23.1.2 Each teacher in the bank shall donate one (1) day of his/her temporary leave to the bank at the beginning of each school year.

#### 23.2 Accounting and Balancing

23.2.1 The district shall provide an annual accounting of hours donated and used no later than March 1 for the previous twelve (12) month period. The bank is expected to balance annually.

23.2.2 If the number of hours donated is less than the number of hours used, the district and the Association shall meet to:

- Review Sick Leave Bank guidelines to discuss modifications through mutual agreement, and
- Review Sick Leave bank contract language and make recommendations to the bargaining team.

23.2.3 Through mutual agreement, the district and the Association shall determine the need for members of the Sick Leave Bank to contribute additional hours for the following school year. The required additional contribution by Sick Leave Bank members may be directed in blocks of time (Example: 2 hours, 4 hours, 6 hours, 8 hours or more) to balance the hours in deficit from the previous annual accounting.

23.3 If a member has ten (10) or more school days within the current school calendar year of the same/related illness or disability he/she may apply to the Sick Leave Bank. Days granted from the Sick Leave Bank may be used only after the member's own temporary leave is depleted or thirty (30) of the employee's temporary leave days are used, whichever comes first. Under no circumstances shall Sick Leave Bank days be granted before ten (10) days of the employee's temporary leave days or leave without pay are used.

23.3.1 When use of days depletes the teacher's accumulated leave, the teacher may borrow one day for each month remaining in the school year from his/her next year's leave allocation up to a maximum of four (4) days. Appropriate leave forms must be submitted. Before an extended leave of absence is granted or when employment is terminated, all borrowed leave time must be repaid to the district.

- 23.4 Sick Leave Bank days may be granted in forty-five (45) contract day increments up to a total of ninety (90) contract days each year. Re-application including Leave of Absence Request Form and physician's statement shall be submitted to the Sick Leave Bank board through the Benefits Department for approval every forty-five (45) contract days. Following the use of ninety (90) days from the Sick Leave Bank, an additional forty (40) contract days may be requested from the Sick Leave Bank, for the treatment of the same or a different extreme illness(es) and/or injury(ies) during that school year by the employee.
- 23.4.1 After the first forty-five (45) contract day period, if eligible, the employee shall apply for short term disability through Colorado Public Employees Retirement Association (PERA) program. Proof of application must be provided at the time of the re-application. If the teacher has been determined to be ineligible for PERA benefits, the teacher may be approved for further Sick Leave Bank benefits, subject to meeting established Sick Leave Bank requirements. However, if the teacher has been determined to be eligible for PERA disability retirement after use of ninety (90) total Sick Leave Bank days, Sick Leave Bank benefits shall no longer be available to such teacher.
- 23.5 A teacher withdrawing sick leave days from the Bank shall not have to replace these days.
- 23.6 Sick leave days can only be withdrawn from the Bank for illness of the teacher.
- 23.7 To request use of sick bank days, teacher must submit the appropriate completed forms including the Certification of Health Care Provider form to the Human Resources Department. The district shall keep medical information separate from personnel files.
- 23.7.1 Any special provisions or rules the Sick Leave Bank Board deems necessary in order to administer this plan must meet the following provisions:
- 23.7.1.1 All changes from existing policies must be approved by the executive team of the Association before implementation.
- 23.7.1.2 All teachers who are members of the Sick Leave Bank shall be informed of any changes.
- 23.8 The Association shall relieve the school district, its board members, agents, and employees of any financial exposure due to enforcement of the provisions of this Article 23. In the event of any claim arising under or pursuant to the provisions of this Article 23, the Association shall bind itself to pay any expenses, costs, fees, obligations, or losses of any kind which may arise in connection with any phase of said claim. Provided, however, that the district and the Association shall be jointly liable in those cases where the liability is caused by the district's failure to provide all personnel information necessary to a claim in an expeditious manner.
- 23.9 Employees on short-term disability (STD) leave as approved by PERA may, at their discretion, elect to use up to 25% of their accumulated temporary leave during the term of the short-term disability, until such time as their accumulated temporary leave is exhausted or they elect to discontinue use of such leave. During such period, the employee shall receive from the district the difference between 85% daily salary and amounts received from PERA attributable to short term disability, and an equal district pro-rated contribution toward benefits.
- 23.9.1 The employee shall only receive a supplemental salary payment equivalent to their respective FTE status at the time of illness or disability and not to exceed a regular full-time FTE.

## ARTICLE 24

### Leaves of Absence

- 24.1 A teacher requesting a Leave of Absence shall submit to Human Resources the completed Leave of Absence Request Form signed by the teacher's supervisor and accompanied by applicable paperwork required for the leave.
- 24.2 Parental Leave - Non-Medical (Medical-Related Leave see Family Medical Leave Act (FMLA) and Extension)
- 24.2.1 Leave shall be granted for the purpose of child care or adoption and shall be without pay. Leave for child care or adoption must commence within sixty (60) calendar days of birth, pre-adoption placement, adoption or guardianship of the child. This leave will be granted to either parent. If both parents are employed by the district, they must elect which one shall take this leave.
- 24.2.2 An application for parental leave must be made in writing on a form provided by the district to the Chief Human Resource Officer as far in advance as possible as to the intent and possible date of return of the teacher. The teacher may elect to take parental leave for successive periods, up to a maximum of four (4) semesters (two (2) years).
- 24.2.3 The total parental leave time may not affect more than four (4) semesters. Parental leave shall be approved in no more than two (2) semester increments.
- 24.2.4 Return From Leave
- 24.2.4.1 Upon return from such leave of absence, the teacher shall not be advanced one step on the salary schedule, if applicable, unless the teacher taught one complete semester or more for the district during the school year in which the leave occurred.
- 24.2.4.2 Upon return from a one-year leave of absence or a second year leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.
- 24.3 Family Medical Leave Act (FMLA) and Extension
- 24.3.1 A teacher who has been employed by the district for at least one (1) year and who has worked a minimum of 1250 hours over the previous twelve (12) months shall be entitled to take leave totaling twelve (12) work weeks in any twelve (12) month period following the first instance of use once eligibility has been established for purposes described in the Family Medical Leave Act.
- 24.3.2 The district shall continue its contribution toward health, dental and vision insurance while the teacher is on an approved twelve (12) week FMLA leave.
- 24.3.3 The teacher shall be compensated as directed by law.

24.3.4 The teacher shall be approved for an extension of leave not to exceed an additional three (3) months for the FMLA qualifying conditions, beyond the twelve (12) weeks of approved FMLA leave. Teachers on an approved extension of FMLA leave may continue the district health, dental and vision insurance at their own expense.

24.3.5 Return From Leave

24.3.5.1 Upon return from FMLA (12) week approved leave of absence, the teacher shall advance one step on the salary schedule if applicable.

24.3.5.2 Upon return from FMLA extension leave of absence, the teacher shall not be advanced on the salary schedule, if applicable, unless the teacher taught one complete semester or more for the district during the school year in which the leave occurred.

24.3.5.3 Upon return from such leave of absence (FMLA and/or Extension), the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

24.4 Leave of Absence for Other Employment

24.4.1 No leave for other employment shall be granted to teachers with less than six (6) years of employment within the district.

24.4.2 The district shall grant a leave of absence for up to two (2) semesters within the same school year without pay.

24.4.3 Leave of absence for other employment shall only be granted one (1) time during a teacher's employment with the district.

24.4.4 Return From Leave

24.4.4.1 Upon return from such leave of absence, the teacher shall not be advanced one step on the salary schedule, if applicable, unless the teacher taught one complete semester or more for the district during the school year in which the leave occurred.

24.4.4.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

24.5 Exchange Teaching

24.5.1 Non-probationary teachers may be granted an exchange teaching assignment of one (1) year, provided a person acceptable to the Board of Education can be found with whom an exchange can be arranged. During such leave the district shall pay the teacher all full-time salary and employee benefits. Upon return to the district, the teacher shall receive credit on the salary schedule for the year of exchange teaching.

24.5.2 An application for leave must be made in writing prior to February 1, preceding the school year in which the leave is to become effective. This application shall be filed with the Chief Human Resource Officer with detailed plans giving all the specifics which aid in evaluating the request, full explanation of how the leave will improve the professional skills of the teacher and/or benefit the district. The Board will reach a decision by April 1. A written confirmation of acceptance from the teacher on a form provided by the district must be received by the Chief Human Resource Officer before May 1, preceding the school year in which the leave is to become effective.

24.5.3 In circumstances where the leave is contingent upon institutional funding and such funding is withdrawn or denied thus preventing the teacher from accepting a previously confirmed leave (or other similar circumstances beyond the teacher's control) the teacher must notify the district in writing.

#### 24.5.4 Return From Leave

24.5.4.1 Upon return from such leave of absence, the teacher shall be advanced one step on the salary schedule if applicable.

24.5.4.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

### 24.6 Further Study

24.6.1 Non-probationary teachers may be granted an unpaid leave for further study for the purpose of earning college credit or pursuing research, providing such research is approved in advance by the Superintendent or his/her designee. Teachers taking such leave must pursue a course of study at least twenty-four (24) quarter hours or sixteen (16) semester hours for the year of the leave, except in case of leave granted for purposes of approved research.

24.6.2 An application for a leave must be made in writing prior to February 1, preceding the school year in which the leave is to become effective. This application shall be filed with the Chief Human Resource Officer with detailed plans giving all the specifics which aid in evaluating the request, full explanation of how the leave will improve the professional skills of the teacher and/or benefit the district. The decision of the Board will be made by April 1. A written confirmation of acceptance from the teacher on a form provided by the district must be received by the Chief Human Resource Officer before May 1, preceding the school year in which the leave is to become effective.

24.6.3 In circumstances where the leave is contingent upon institutional funding and such funding is withdrawn or denied thus preventing the teacher from accepting a previously confirmed leave (or other similar circumstances beyond the teacher's control) the teacher shall notify the district in writing. If available, the teacher shall remain in the teacher's current position.

#### 24.6.4 Return From Leave

24.6.4.1 Upon return from such leave of absence, the teacher shall not be advanced one step on the salary schedule.

24.6.4.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

## 24.7 Military Leave

24.7.1 Leave for military service as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, shall be granted to any regularly appointed teacher.

24.7.1.1 Teachers shall notify their principal or immediate supervisor and Human Resources immediately after notified of orders for active duty.

24.7.1.2 A copy of the military notice or orders shall be submitted to the Human Resources.

24.7.1.3 The teacher shall be compensated as directed by the law.

24.7.2 Teachers who belong to Guard or Reserve units shall be allowed to take time off from their regular duties.

24.7.2.1 Exclusive of travel allowances, if the teacher's salary from the Armed Forces is less than the gross pay from the district, the teacher shall receive the difference between the two salaries for a period not to exceed fifteen (15) days for annual training.

24.7.2.2 When the teacher has a choice as to the time of service, the teacher shall request a time favorable to the needs of the district.

## 24.7.3 Return From Leave

24.7.3.1 Upon return from such leave of absence, the teacher shall be advanced one step on the salary schedule if applicable.

24.7.3.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

## 24.8 Serving in Public Office

24.8.1 A leave of absence without pay shall be granted to any teacher upon application to the Board for the purpose of campaigning for a county, state or national public office.

24.8.2 If such teacher is successful in election to public office requiring less than full-time employment during the school year, the Board shall deduct 1/184th of salary for each day of leave that the public office requires.

24.8.3 If such teacher is successful in election to public office requiring full-time employment during the school year, the teacher shall be granted an extended leave of absence



without pay for the period of actual duty in the public office, but shall retain all accrued rights of tenure, retirement, leave, salary increments, and other benefits which shall be available upon return from leave.

24.8.4 Full-time employment shall be defined, for the purpose of this article only, as absence from the classroom for a period of time equal to four (4) nine-week grading periods in a single school year.

24.8.5 Public service shall not include serving on the Adams 12 Board of Education. Per Board Policy 2.6 – Employment, Compensation and Benefits, a teacher may not serve on the Board of Education while employed by the district.

24.8.6 Return From Leave

24.8.6.1 Upon return from such leave of absence, the teacher shall be advanced one step on the salary schedule if applicable.

24.8.6.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

24.9 Leaves for Jury Duty or Court Appearances

24.9.1 Teachers who are called for jury duty or subpoenaed as a witness (except in those instances where a teacher is a party in litigation against the district) shall receive full salary during the period of absence provided that teachers shall remit to the district an amount equal to the compensation paid to them, mileage excepted, for such jury service or witness duty, and include the summons with the remittance within thirty (30) days after the conclusion of jury or witness duty. A teacher's temporary leave shall not be deducted when the teacher is called for jury duty or is subpoenaed as a witness in a legal proceeding.

24.9.2 A teacher involved in any legal proceeding connected with the teacher's employment (except in those instances where a teacher is a party in litigation against the district) shall be granted the necessary leave for the required appearances in court without loss of pay.

24.9.3 Return From Leave (Long-Term Jury Duty)

24.9.3.1 Upon return from such leave of absence, the teacher shall be advanced one step on the salary schedule if applicable.

24.9.3.2 Upon return from such leave of absence, the teacher shall be placed in the position formerly held. If the teacher's former position is not available, the teacher shall be assigned to a comparable position for which the teacher is highly qualified.

#### 24.10 Intent to Return From An Approved Leave of Absence

Prior to March 1 of the school year in which any leave is taken or ninety (90) days prior to the conclusion of the leave (whichever occurs first), the returning teacher shall notify the Chief Human Resource Officer in writing as to the teacher's intent to return.

When the district, by certified mail, offers a teaching position in accordance with the provisions of this leave article to a teacher returning from an approved leave of absence that coincides with the start of a school year, the obligations of the district to re-employ such teacher shall thereby be met. Any teacher on an extended leave of absence shall respond to an offer of employment within a period of two (2) weeks following the receipt of the offer. Failure to respond to the offer within the requested time frame shall constitute a resignation.

#### 24.11 Other Provisions

24.11.1 Teachers on an approved leave of absence may continue the district health, dental and vision insurance at their own expense.

24.11.2 Approved leaves of absence shall not be considered an interruption of service. Neither shall an approved leave be included in computing the required probationary period of probationary teachers unless the teacher completes one semester or more of teaching.

## ARTICLE 25

### Released Time for Association President and Coordinator

- 25.1 The Board shall grant full release time with pay and benefits to the president of the Association during the president's term of office. The Association shall reimburse the district for any salary and benefits exceeding the base salary in effect for the current year.
- 25.1.1 Notwithstanding any other provision of this contract, the Association president shall not receive any benefits under Article 22.1 (Temporary Leave).
- 25.2 The Board shall grant full release time with pay and benefits to one coordinator of the Association. The Association shall reimburse the district for any salary and benefits exceeding the base salary in effect for the current year. Mutual agreement between the district and the Association shall be required for more than one coordinator serving concurrently.
- 25.2.1 The Association coordinators shall receive benefits under Article 22.1 (temporary leave) on a half time pro-rata basis.
- 25.3 The president of the Association or other Association representatives shall have the right to visit schools and shall notify the principal or his/her designee upon their arrival, providing such visit is non-disruptive to the instructional program.
- 25.4 The returning former president and the coordinator of the Association shall receive full experience credit and full benefits for the year(s) of release time and shall advance to the appropriate step of the salary schedule.
- 25.5 The former president and the coordinator of the Association shall return to their assignment within their previous building.
- 25.6 Additional leave beyond that listed above may be granted in accordance with Articles 24.2, 24.4, 24.5 and 24.6 of this Agreement.

## ARTICLE 26

### Class Size/Case Load

- 26.1 The Association and Board of Education recognize that maximum attention to the students by the teacher is desirable to ensure the high quality of education that is the goal of both the Association and the Board of Education. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school, the school day, and the assignment of students to classes should be directed toward ensuring that the energies of the teacher are primarily utilized to this end. Whenever a district resource teacher is requested, provided or assigned, that district resource teacher shall assist with assessment, implementation, monitoring, modeling and providing follow-up services for affected building staff and students.
- 26.1.1 To address class size/case loads following the authorized state count time frame (October count) the district shall allocate FTEs based upon student growth from the previous October count.
- 26.1.2 The class size/case load committee shall consist of the Chief Human Resource Officer, Director of Special Education, Executive Directors of School Services, and the Association President. The committee shall determine expenditure of the committee's funds to address class size/case load concerns.
- 26.2 At the elementary level, specials teachers' class size shall not exceed the highest number of students in any one class per grade level. A specials class may exceed the highest number at that grade level only as an exception to meet individual student need(s) or on a school-by-school basis with direct involvement from affected teacher(s), building administration, and Association President or his/her designee on an annual basis.
- 26.3 The number of pupils assigned to any classroom shall not exceed the capacity of the teaching facilities with adequate aisle space, storage room, display space, safety considerations, and interest and work centers also considered. Imbalances or overloads in class size including consideration of individual student needs shall be dealt with as follows:
- 26.3.1 At any time during the school year the teacher may refer the problem to the building principal and/or, in case of a special education overload, the appropriate program director for resolution. Specific information regarding the overload or the imbalance creating the problem shall be provided by the teacher. The Association shall provide an appropriate data collection form, known as the class size/case load imbalance form, for teachers to use in documenting the class size/case load problem. A copy of the form shall be sent to the association president, executive director of human resources, and provided to the building principal. In cases of special education/needs, a copy of the form shall also be sent to the appropriate program director.
- 26.3.1.1 No later than one (1) week from receipt of the original notification, the teacher shall be notified of the plan for disposition. Unless there are circumstances beyond the district's control, action shall be fully implemented within three (3) weeks.
- 26.3.1.2 If the teacher is not satisfied with the proposed resolution, he/she may refer the matter, either through the building principal or directly, to the Superintendent or his/her designee.

26.3.1.3 The Superintendent or his/her designee shall investigate the problem with input from the teacher, the principal, the Executive Directors of School Services and the Association President. Unless there are circumstances beyond the district's control, the resolution of the problem shall be made by the Superintendent or his/her designee within one week.

26.3.1.4 Should the resolution not be acceptable at that point it may be referred to the Superintendent.

26.4 The district shall monitor class sizes and caseloads throughout the district and initiate discussions to determine what relief would be necessary. The district and Association recognize the importance of pre-kindergarten through third grade education as the foundation for future success.

26.5 Input given by the Association president regarding his/her concerns pertaining to problems in class size shall be considered. It is agreed that an effort to resolve any problem should first be made at the building level.

26.6 By the end of the first week of each individual school year, the Superintendent or his/her designee shall distribute to all teachers a letter delineating a process teachers may follow when they feel placement of a special education student is inappropriate.

26.7 The district shall publish face-to-face class size data for each school and the district on a class-by-class basis, including specials classes, between October 1 and October 15 and again between February 1 and February 15 and provide information to each school and to the Association President. The data submitted to Human Resources for publication shall be verified by each building principal and respective classroom teacher(s).

26.8 In addition to the procedure to handle immediate class size or case load problems (Articles 26.1, 26.2, 26.3 and 26.4), the district shall establish an advisory committee for transfers resulting from enrollment imbalance or boundary changes.

26.8.1 There will be two (2) elementary teachers, one (1) middle school teacher, and one (1) high school teacher to be appointed by the Association president.

26.8.2 This committee shall meet at the call of the Chief Human Resource Officer or whenever two or more of the members of this committee call for a meeting.

## ARTICLE 27

### Non-Teaching Duties

- 27.1 The Board of Education and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, non-teaching duties shall be kept to a minimum consistent with the definition of school week in Section 1.8.
- 27.1.1 The district realizes that curriculum development, professional development, developing instructional objectives and building master plans; supervision in non-instructional situations; organizations, preparation, implementation and/or evaluation of new and existing programs and goals, are time-consuming and therefore will make every effort to provide sufficient time to conduct such activities.
- 27.1.1.1 District-wide in-service training shall directly support and be designed and differentiated to enhance a teacher's primary teaching assignment and district/school goals in support of student achievement.
- 27.1.1.2 Staff professional development meetings shall follow the guidelines established by the National Staff Development Council.
- 27.1.2 Teachers who volunteer to write district curriculum shall be compensated as established in 27.8.
- 27.1.3 Essential teacher materials for planning, preparation and delivery of district curricular programs shall be provided to each teacher.
- 27.1.4 The district shall provide training opportunities necessary to implement mandated technology. Any new student tracking/data collection/reporting system shall be piloted prior to full implementation.
- 27.1.5 Teachers who administer district-mandated assessments to special program students at the request of district administration and outside of the contracted school year shall be compensated at the teacher's hourly per diem rate, but not greater than the rate stipulated in Article 27.8.
- 27.2 Every effort should be made by the principal to restrict non-teaching duties to activities which are essential to the effective implementation of a normal school program. Such duties should be distributed as equally as possible among the building staff as the situation will allow.
- 27.2.1 The district shall compensate teachers who voluntarily agree to perform a leadership position beyond the regular school week's work, as defined in Article 1.8 of this Master Agreement. Teachers shall not be required to perform leadership duties without compensation as outlined in 27.2.5.
- 27.2.2 The specific leadership positions to be compensated shall be determined by the principal with the input of the FAC, with final approval by the Superintendent.
- 27.2.3 Specific responsibility for each leadership position will be mutually agreed to by the teacher and the principal (or his/her designee) prior to the commencement of the

leadership activities. Compensation shall be paid in ten (10) equal installments. In the event that responsibilities are not fulfilled teachers will be paid a prorated amount.

27.2.4 Schools shall be funded at the following percentages of base salary: elementary, alternative, and career and technical, forty percent (40%); K-8 and middle schools, forty-seven percent (47%); high school and student services, fifty-five (55%). Funding is to be utilized solely for compensation of leadership positions.

27.2.5 Up to the dollar limits provided for in 27.2.4 the district shall compensate teachers who voluntarily agree to perform leadership duties at the minimum rate of one tenth of one percent (0.10%) of the base salary per hour.

27.2.6 Leadership positions may include but are not limited to:

- GT Coordinator(s)
- SIT Coordinator/Facilitator(s)
- Building Diversity Coordinator(s)
- Building Curriculum Coordinator(s)
- Building Technology Coordinator(s)
- Literacy Project Coordinator(s)
- Staffing Chairperson(s)
- Community Liaison(s)
- SFAT (Student Focus Action Team) Chairperson(s)
- Special Education Lead Provider(s)
- Translation Facilitator/Interpreter(s)
- Faculty Advisory Council (FAC) Chairperson(s)
- Data Entry Provider(s)
- District Standing Committee Member(s)

27.3 Teachers and athletic coaches shall not be required to drive pupils to activities which take place away from the school building. Compensation for approved pupil transportation shall be in accordance with current district policy.

27.4 The Board of Education and the Association agree that teacher attendance at student activities, while voluntary, does improve the morale of students. Complimentary district activity passes shall be made available to the schools; such passes shall then be available to teachers through the school office on a request basis to allow attendance at student activities of each teacher and one guest.

27.5 Teachers shall have within the student contact day planning periods totaling at least 225 minutes per week excluding the building scheduled lunch period. No block of planning time shall be less than twenty-five (25) minutes. The student contact day is defined as the time students are actually scheduled to be in attendance in school. Conferences with parents, students, district-level personnel, or administrators may be scheduled during such planning periods when necessary, and shall not be directed or scheduled on a daily or consistent basis.

27.5.1 Elementary school teachers shall have an average of 225 minutes of planning time per week, during the student contact day as defined in 27.5, and excluding the building scheduled lunch period. This shall be computed on a two-week average, with a maximum of seven blocks of time per week, and no block being less than 25 minutes. Exceptions to the maximum seven (7) blocks of time may be made for kindergarten and other special teachers, such as music, physical education, special education, art, computer, etc. Exceptions may be made up to and including ten (10) blocks per week.

27.5.1.1 In those instances where special programs or half (1/2) days occur (not including scheduled early release days) reasonable efforts shall be made to minimize and/or balance lost planning time among staff members. Per diem rates shall not be available for these specific reductions in planning time.

27.5.1.2 Elementary school teachers contracted on less than a full time basis shall have prorated planning time according to their contracted rate with no planning time block being less than twenty-five (25) minutes in length.

27.5.1.3 Reimbursement for minutes of scheduled planning time less than that stipulated in 27.5.1 and 27.5.1.2 shall be at the regular per diem rate of the teacher to be reimbursed.

27.6 Teachers shall be granted at least thirty (30) minutes of uninterrupted time for the purpose of eating lunch (aligned with scheduled student lunches) exclusive of passing periods. This shall not be construed to mean an average, but instead, means each and every day. Involuntary loss of lunchtime shall be compensated as established in 27.8.

27.7 In any year in which the district offers weekly early release days, these early release days are designated to meet staff (teachers and administrators) needs, and shall be differentiated to meet the unique learning needs of teachers at various stages/phases of their professional development within their primary teaching assignment when appropriate. They shall be collaboratively identified and balanced among the following areas:

Teacher Quality:

- Professional development, as related to school and district goals
- Articulation between schools, grade levels, and specialists
- Assimilation and implementation of professional development
- District, state and federal mandates
- Collaborative planning across grade level(s), core team(s), department(s)
- Professional development needs that have been identified by the building staff

Building Quality:

- Climate
- Communication
- Celebration of Learning

27.7.1 Beginning in September of each year, one (1) early release day per month at all levels shall be teacher-directed for the purpose of collaborative planning among, but not limited to, grade levels/specials teachers, vertical teams, multi-disciplinary teams, integrated teams, or common course teams and shall occur on the fourth (4th) Wednesday of the month. In addition, any fifth (5th) Wednesday occurring in a month shall be designated as teacher-directed for the same purposes. Collaborative planning time is not intended as individual teacher planning time. Confirmation of the teacher-directed early release collaborative planning shall be provided upon request. Such planning shall relate to federal, state, school or district initiatives or mandates and/or professional development for promoting student achievement.

27.7.2 When necessary, early release time shall be given to staff to complete mandated state and district surveys.



- 27.7.3 Mandatory training which exceeds by thirty (30) minutes the established school week as stated in Article 1, Section 1.8, or which exceeds by thirty (30) cumulative minutes per month shall be paid at the individual teacher's per diem salary unless equivalent time is provided within one month's time.
- 27.8 Supervision of another teacher's class shall be reimbursed at the rate \$34.00 per hour. Coverage, substitutes, and/or compensation shall be provided for team/core teachers in a manner equitable with other classroom teachers. Prior to assigning a teacher to supervision of another teacher's class, appropriate volunteers shall be considered. If a teacher's current assignment is being continually impacted for class coverage, the building administration shall make all reasonable efforts to seek other appropriate coverage.
- 27.9 Teachers shall not be required to perform crosswalk duty. Teachers who volunteer for crosswalk duty in addition to other assigned supervision duty shall be compensated as established in 27.8.
- 27.10 Teachers who volunteer for lunchroom duties in addition to other assigned supervision shall be compensated as established in 27.8.
- 27.11 Supervision of extra-curricular activities beyond the regular school week, as defined in Article 1.8 of this Agreement, shall be voluntary, or as contracted.
- 27.12 Any teacher/mentor whose assignment necessitates travel from one building/unit to another within the same work day for teaching purposes, delivery of equipment/materials and/or district mandated meetings shall be reimbursed at the current rate established by Internal Revenue Service for every mile traveled. Travel time is exclusive of all scheduled planning time, lunch period, and released periods for building/district responsibilities including department chairpersons.
- 27.12.1 Travel time between schools/units shall be counted as one tenth (1/10 or .1) for total travel between schools of less than three (3) miles or one fifth (1/5 or .2) for total travel between schools of three (3) or more miles of a teacher's individual contract.
- 27.12.2 Teachers who are required to travel to another school/unit in addition to their full-time assignment shall have their FTE status increased in proportion to the amount of time required for travel.
- 27.13 The district shall provide full and adequate coverage for all elementary level media specialists' lunch and planning periods.
- 27.14 All newly hired teachers shall be paid their per diem rate for two (2) orientation days prior to the contract year, stipulated in Article 1.7.
- 27.15 Teachers who volunteer to be building orientation facilitators shall be compensated for ten (10) hours of orienting newly-hired teachers to the site at the rate established in Article 27.8.
- 27.16 Compensation issues related to opening new schools and renovation of existing schools shall be addressed in the Superintendent's Opening New Schools/Renovation of Schools Policy as agreed upon by the Association and the district.

- 27.17 Teachers who are required or mandated to attend trainings or conferences outside of the contracted school year as defined in Article 1, Section 1.7, shall be paid at the individual teacher's per diem rate, but the rate of pay shall not be greater than the rate stipulated in 27.8.
- 27.18 Staff meetings shall include a published agenda.
- 27.19 When a building's annual Climate and Culture Survey results are released, the principal shall review the results with the Faculty Advisory Committee to acknowledge and support areas of strength and to address areas of concern identified in the survey. The Faculty Advisory Committee and principal shall determine how and what areas shall be addressed with the staff prior to year's end. The entire Climate and Culture Survey results, and any other results received by the principal, shall be shared with the staff on-line.

## ARTICLE 28

### Administrative Action

- 28.1 No teacher shall be disciplined (including written warnings; written reprimands; suspensions; disciplinary reductions in rank; or reductions in salary or discharges--to the extent not covered by law) without just cause. Any disciplinary action shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be provided in writing to the teacher at the time the action is taken except in cases of emergency.
- 28.2 At the time a disciplinary suspension is initiated, the teacher shall be verbally advised of the right to be accompanied by an Association representative or another teacher of his/her choice if that chosen representative or teacher is available within a reasonable amount of time not to exceed one school day from the time of the verbal advisement.
- 28.3 When discipline is imposed, the teacher may file a grievance directly at Level Two of the grievance procedure. Arbitration of discipline matters will be accelerated to the extent possible which may include expedited arbitration as administered by the American Arbitration Association. The arbitrator shall be empowered to make the teacher whole as appropriate.

## ARTICLE 29

### **Conformity to Law-Saving Clause**

- 29.1 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE 30**

### **Effective Dates of Salary**

- 30.1 Salary schedule structure and fringe benefits are exhibited in Appendix A.
- 30.2 The appropriate salary schedule as set forth in Appendix A shall be effective at the beginning of the new school year.
- 30.3 Only a teacher who has rendered service to the Board for at least one full semester of the preceding school year shall be eligible to receive a salary increment effective September 1 of a new school year.
- 30.4 Coaching and co-curricular compensation herein provided shall be effective beginning September 1 each year, according to Appendices B and C.

## ARTICLE 31

### Effective Dates of Agreement

- 31.1 This Agreement and each and every part hereof shall become effective midnight December 31, 1992, and shall remain in full force and effect until midnight, August 31, 2021. This Agreement shall be reopened to negotiate Appendix A, B, C, F plus any three articles selected by the association and any three articles selected by the district. Any articles mutually agreed to be reopened for negotiation shall also be included. The next reopening shall be for the period beginning midnight August 31, 2016 through midnight August 31, 2017. Subsequent reopenings shall take place for the periods beginning midnight August 31, 2017 and ending midnight August 31, 2021. Reopeners shall be negotiated pursuant to Article 4 of the Master Agreement.
- 31.2 This Agreement will be renewed automatically upon expiration, unless one of the parties shall have officially notified the other pursuant to the provisions of Article 4.1.1 that it will not accept renewal.
- 31.3 This Agreement may be amended by the mutual agreement of the parties who entered into it, which agreement must be in writing and signed by the Board or their authorized representatives, and the President of the Association, to be of any force or effect.
- 31.4 The parties agree that each has had full and unrestricted right and opportunity to make proposals, advance and discuss matters which are the subject of collective bargaining. This Agreement constitutes the full and complete agreement of the parties, and there are no others, oral or written, except as specified in this Agreement. Each party for the term of this Agreement, specifically waives the right to demand or petition for changes herein, or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof, except as provided in Section 31.1.

**SIGNATURE PAGE**

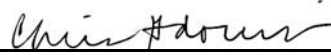
This agreement accepted and approved this 1<sup>st</sup> day of September 2016.

**FOR DISTRICT TWELVE  
EDUCATOR'S ASSOCIATION**

**FOR ADAMS 12 FIVE STAR SCHOOLS  
ADAMS COUNTY, COLORADO**



\_\_\_\_\_  
Lori Goldstein, DTEA President



\_\_\_\_\_  
Chris Gdowski, Superintendent



\_\_\_\_\_  
Dillon Bohlender, Coordinator



\_\_\_\_\_  
Mark Hinson, Facilitator

## APPENDIX A

### 1. Insurance

#### A. Health Insurance

Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group medical health insurance carrier. The remaining premium cost shall be paid by the employee through the payroll deduction process.

#### B. Life Insurance

The district shall pay the full cost of a district group life insurance coverage and accidental death insurance coverage for each teacher. The amount of the coverage shall be two (2) times the existing salary for such employee.

#### C. Dental Insurance

Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group dental insurance carrier. The remaining premium cost shall be paid by the employee through the payroll deduction process.

#### D. Insurance Coverage

The medical benefits provided in this Agreement shall be by the way of a fringe benefit with no cash reimbursement for those employees who do not qualify. These benefits shall be subject to the terms and conditions specified in the Board's group insurance policy or policies and any claim settlement between the employee and the respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration.

The failure of an insurance carrier to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them or any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Board and the carrier(s).

#### E. Vision Insurance

Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group vision insurance carrier. The remaining premium cost shall be paid by the employee through the payroll deduction process.

#### F. Cafeteria Plan

The district agrees to provide and administer a Cafeteria Plan as described herein:

Purpose: The purpose of the Cafeteria Plan is to allow eligible employees to redirect salary to pay medical and dental insurance premiums and other medical and dental and dependent care expenses.

The plan shall qualify as a "Cafeteria Plan" under sections 125 and 129 of the Internal Revenue Code. (See actual plan for detailed information.)

Description of benefits available:

- Insurance premium expenses - the employee's cost for medical, dental and vision insurance coverage
- Dependent care expenses - the employee's cost for necessary dependent care. When it pertains to the district day care program, the district shall exclusively set the cost of the program for as long as the program exists.
- Health care expenses - the employee's cost for other out-of-pocket health care expenses



G. Teachers resigning from employment effective at the end of the contract year shall continue to receive district-paid health, dental and vision insurance in the months of June, July and August.

2. Employee Assistance Program

The district agrees to provide each benefited employee with up to five (5) sessions of confidential counseling per household member, per issue, per calendar year and other services as provided by the district's third party Employee Assistance Program provider. These services shall be free to the employee and their household members.

3. Experience Credit for Placement on Salary Schedule

Any new teacher employed for at least the last complete semester of the school year will receive a full step on the salary schedule.

Effective August 1, 1999, the Board shall grant experience credit as follows: One (1) year for each full year of experience up to ten (10) years of experience. This experience may have been acquired: (a) in a state-accredited or licensed public or non-public school, including pre-school, elementary, secondary, or university levels, or (b) a combination of the above. A school will be considered accredited only if officially accredited by a state Department of Education, a territorial accrediting association, one of the regional accrediting associations (i.e. Northwest), schools operated by the United States and in foreign countries when the school has been accredited by a recognized agency of the United States. Nurses will be advanced on the salary schedule in the same manner as above for experience as either a school nurse or a public health nurse.

The Board shall grant experience credit for out-of-district teaching experience in the following manner: One full year of experience will be granted for a minimum of 90 or more days for a total of four (4) or more hours each day in a continuous assignment in a given school year.

The Board shall grant experience credit for in-district experience to teachers re-employed after a break in district employment on the basis of one (1) full year of experience for 90 or more days for a total of four (4) or more hours each day in a continuous assignment in a given school year. This shall be done in conjunction with any other experience credit as described in the previous paragraph with a maximum of ten (10) total steps granted for any combination of in-district and out-of-district experience.

Only those years served while the teacher held a state certificate/license or the nurse held a state license will be counted. Responsibility for verification of outside experience shall rest with the individual teacher or nurse and be subject to regulations for verification as formulated by the Board of Education.

The Board shall place the certified/licensed employee on the step of the salary schedule appropriate to the number of years taught in the situations mentioned above. The employee will then advance on the salary schedule in the normal manner.

Situations on experience credit that may arise for which language is not clearly applicable will be jointly reviewed by the Chief Human Resource Officer and the DTEA President and a mutual decision made.

4. Counselors, Audiologists, Occupational Therapists/Physical Therapists, Speech, Language, Augmentative Specialists, Nurses, Deaf Educators and Vision Specialists

Certified/licensed and contracted counselors, audiologists, occupational therapists/physical therapists, speech, language, augmentative specialists, nurses, deaf education interpreters and vision specialists shall be granted outside experience for federal, state, local, agency, private clinic or hospital employment responsibilities and shall be placed on the steps of the

salary schedule according to the number of years of experience which directly relate to their current job assignment, with the approval of the Chief Human Resource Officer or his/her designee. The board shall grant experience credit as follows: One (1) year for each full year of experience up to ten (10) years of experience. Two thousand (2000) working hours shall equal one (1) year of experience.

Experience credit steps shall be granted according to Appendix A, Section 3.

Situations on experience credit that may arise for which language is not clearly applicable will be jointly reviewed by the Chief Human Resource Officer and the DTEA President and a mutual decision made.

5. Psychologists and Social Workers

All certified/licensed and contracted psychologists and social workers shall be placed on the salary schedule in the same manner as any other certified/licensed and contracted teacher except as provided below. Effective January 1, 1985, entering psychologists and social workers and those psychologists and social workers currently at the MA+20 column shall enter the salary schedule at the MA+40 column. After initial placement, horizontal movement on the salary schedule would be as other teachers on the schedule. Psychologists and social workers may be contracted to work additional days at a per diem rate.

Certified/licensed and contracted psychologists and social workers shall be placed on the steps of the salary schedule according to the number of years of experience in their professional areas which directly relate to their current job assignment such as intake, treatment, and consultation in such institutions as mental health centers, psychiatric clinics, social service agencies, hospitals, juvenile probation agencies, and adoption agencies with the approval of the Chief Academic Officer or his/her designee. Two thousand (2000) working hours shall equal one (1) year of experience.

Experience credit steps shall be granted according to Appendix A, Section 3. Situations on experience credit that may arise for which language is not clearly applicable will be jointly reviewed by the Chief Human Resource Officer and the DTEA President and a mutual decision made.

6. Career and Technical Education Teachers

The following language shall apply to teachers whose position requires a Colorado Career and Technical Education (CTE) credential.

A. Newly-Hired Career and Technical Education Teachers - All newly-hired career and technical education authorized teachers contracted to teach in a career and technical education program at the secondary level shall receive experience credit of up to ten (10) years for vertical movement on the certified salary schedule according to Appendix A, Section 3 for previous employment that directly relates to the career and technical education area. Two thousand (2000) working hours shall equal one (1) year of experience. A combination of teaching and working experience shall be granted, but the combination may not exceed a maximum of ten (10) years total credit as defined in Appendix A, Section 3.

B. Authorized Career and Technical Education Teachers - Every two thousand (2000) work hours recognized by the Colorado Department of Education for reauthorizing and obtained while employed with the district, with the exception of hours worked for the district while under contract, including co-curricular sponsored activities, shall receive experience credit and shall be counted as horizontal advancement on the certified salary schedule. Maximum advancement horizontally for experience credit earned cannot exceed the

highest degree possessed by the teacher. For this advancement, the teacher shall provide a copy to Human Resources of the entire application for the CTE authorization.

- C. (Effective 2016-2017 School Year) Credentialed Career and Technical Teachers without a Bachelor's Degree – Newly hired career and technical teachers who do not hold a Bachelor's degree will be placed at BA on the certified salary schedule. Career and technical teachers who have not obtained a Bachelor's degree can submit Adams 12 professional development and college or university credit, earned after their teacher contract start date in the district, for intermediate salary step advancement. Maximum advancement horizontally on the certified salary schedule shall not exceed BA+40.

Career and technical education teachers teaching more than five classes at the high school level and/or middle school level shall be paid at the rate of sixteen percent (16%) of the teacher's current salary for each additional class. This shall be included as part of their individual contract. Career and technical education teachers teaching this additional class or classes shall be charged only one temporary leave day for each day absent.

The responsibility for requesting occupational experience from the state office granting authorizations, for advancement on the salary schedule, rests with the teacher. After the teacher's appropriate initial horizontal placement by the district on the salary schedule, the teacher has up to ninety (90) days from the date of hire to provide the district additional documentation to support further salary advancement. This shall be retroactive to the teacher's employment date.

7. Nurses

Degreed nurses shall be paid as all other teachers.

8. Department/Grade Level(s)/Curriculum Chairpersons or Team Leaders or others performing these duties

Where the term "department chairperson" is used it may reflect any of the aforementioned titles or the plural thereof.

Department Chairperson will be compensated pursuant to the following section. Each school will receive the monetary amount as listed in Sections A, B and C of this section. The monetary amount will be allocated by the building Principal with mutual agreement from staff members occupying said positions for that school year. Such positions as described herein may be shared by appropriate staff members when mutually agreed to by impacted staff members and administration. Compensation and/or released time shall be shared on a basis mutually agreed to by the participants and administration.

Compensation shall be paid in ten (10) equal installments, except that payment of the last three (3) installments may be withheld pending fulfillment of the responsibilities required in the position description.

The assigned responsibilities for each department/grade level(s) chairperson will be provided by the district in writing to the chairpersons at the beginning of each school year. If agreed to in writing at the beginning of the school year, department/grade level(s) chairpersons who perform additional duties beyond the district-wide position description may be compensated in excess of the amount allocated for curricular department/grade level(s) chairpersons.

A. Elementary Schools

Each elementary school will receive one percent (1%) of the base salary for each full-time equivalent classroom teacher which is to be utilized solely for grade level(s) chairpersons' compensation. The principal, with mutual agreement from impacted staff members, may

choose the organizational structure with the titles listed above and their related job descriptions. All specialists will have representation.

B. Middle Schools

Subject to the below exceptions, each middle school will receive one percent (1%) of the base salary for each full-time equivalent classroom teacher to be utilized solely for department chairpersons' compensation. The Principal, with mutual agreement from impacted staff members, may choose the organizational structure with the titles listed above and their related job descriptions. The only exception to the above is as follows:

If, after consultation with the department members involved, the principal determines that a release period for the department chairperson will be fully utilized and that the building staffing requirements will not be adversely affected, such release period may be granted in lieu of department chairperson compensation for departments of five (5) or more members (including the chairperson) at the middle school level.

C. Senior High Schools

Each high school shall receive one percent (1%) of the base salary for each full-time equivalent classroom teacher to be used solely for department chairperson compensation. In addition, each comprehensive high school shall allocate a minimum of 1.0 FTE for department chair compensation. Non-traditional high schools/programs shall allocate a minimum of 0.1 FTE for department chair compensation. The Principal, with mutual agreement from impacted staff members, shall choose the organizational structure with the titles listed above, their related job descriptions, and compensation structure.

9. Pay Day

A. Newly-Hired Teachers to the District

Newly-hired teachers who have attended orientation and whose new employee paperwork is completed by July 30 of the year in which they are hired shall be paid in thirteen equal installments on the last business day of each month, from August (month of hire) to the following August, including those teachers who resign or who are non-renewed at the end of their first school year. The salary entitlement shall be deposited in a RMACHA bank of the teacher's choice in accordance with guidelines established by the district.

B. Currently Employed Teachers

Currently employed teachers shall be paid in twelve equal installments on the last business day of each month, from September through August, including those teachers who resign or who are non-renewed at the end of the school year. The salary entitlement shall be deposited in a RMACHA bank of the teacher's choice in accordance with guidelines established by the district.

10. Salary Schedule

A. Effective the first teacher duty day of the 2016-2017 school year, salaries shall be increased by .5% on the base as stipulated in Appendix D. All remaining steps shall be computed according to the index in Appendix D. The base salary shall be \$33,485. All newly hired teachers who would otherwise be placed at the base step for salary payment shall be paid at step 1 of the salary schedule. For the 2016-2017 school year, there shall be no vertical movement on the salary schedule.

B. Longevity: An amount equal to 6.7% of base salary, after the last step in each column, shall be paid as follows:

- No longevity steps at the BA column
- 2 longevity steps at the BA+20 column (at steps 13 and 16) and the BA+40 column (at steps 14 and 17)

- 5 longevity steps at the BA+60/MA; BA+80/MA+20; MA+40; MA+60; and MA+80 columns (at steps 17, 20, 23, 26 and 29)

- C. Effective July 1, 1984 and notwithstanding any other provision of this Agreement, all fringe benefits for a part-time teacher shall be granted on a pro-rata basis based upon the part-time teacher's contractual service. For purposes of this provision only, a part-time teacher shall mean a teacher who works less than 184 days in a school year or who has less than a full-time assignment.
- D. Effective with the beginning of the 1985-1986 school year teachers fulfilling the requirements of the BA Enrichment Plan (Appendix F) shall be entitled to be paid at the MA+20 level.

Effective with the beginning of the 1996-1997 school year, teachers at the BA+80 level who then complete a Masters degree shall continue to be paid at the MA+20 level and further movement on the salary schedule shall be as other teachers on the schedule.

Effective with the beginning of the 2006-2007 school year, new hires who have completed 80 hours beyond a BA degree but who have not yet obtained their Masters degree shall automatically be placed at BA+80 and are not required to apply for the BA Enrichment Plan.

- E. MA+80 (The base computation is 1.28; see Appendix D)

Effective January 1, 1992, teachers fulfilling the requirements for the MA+80 column listed below shall be entitled to be paid at the appropriate MA+80 level.

Parameters:

1. Any class in content or teaching strategies offered by Adams 12 Five Star Professional Development is acceptable.
2. Any methodology, strategy or content specific classes (graduate or undergraduate) directly related to the teacher's current area(s) of teaching, including content classes which facilitate inter-disciplinary approaches, current areas of CDE endorsement or which fall within North Central guidelines.
3. Content means courses which are subject specific.
4. Any course in an area that the board determines is a specific need to the district shall be acceptable. Annual notification of the current board determined specific needs shall be provided to all teachers with every effort being made to do so by April 15th and in no case later than May 15th.
5. Requests for placement of the MA+80 are to be made on a form (obtainable from Human Resources) provided by the district and submitted to the Human Resources Office.
6. Horizontal movement to the MA+80 column shall be consistent with the timelines and requirements specified in Article 21.
7. Teachers at MA+80 shall be able to take Adams 12 Five Star Schools Professional Development classes free of charge for the purpose of recertification.

- F. Doctorate without a Masters

For the placement or advancement on the certified/licensed salary schedule, a doctorate degree, without holding a master's degree, shall be the equivalent to the MA+40 level. Movement beyond MA+40 shall be commensurate with additional credits earned.

- G. Compensation

A teacher who teaches a full-time assignment is paid 100% Master Agreement contract pay.

Secondary (middle and high school) teachers hired for less than a full-time assignment will be hired on a one-fifth (1/5) basis for each single class period taught. For example, a teacher hired to teach more than one (1) single class period but less than two (2), will be hired on a two-fifths (2/5) contract. If the amount of time taught on a 2/5 contract is less than the time for two (2) single class periods, such time will be assigned according to the school's needs.

Through the recognized direction and authority of shared decision making, each secondary school (middle and high school) shall establish the length of a single class period at that school within the range of time from 47 to 57 minutes. The time established for the single class period at that school shall be applied uniformly and consistently to establish the time for blocks and cores.

#### Extra Classes

Teachers teaching more than 285 minutes or five (5) classes at the high school level, or middle school level, shall be paid pro-rata at the rate of sixteen percent (16%) of the teacher's current salary for each additional class assignment which is at least one quarter in duration. Teachers teaching this additional class or classes shall be charged only one (1) temporary leave day for each day absent. Prior to assigning a teacher under this provision, the building administrator shall consider appropriate volunteers.

#### Definitions

*Single class period:* A single class period, traditionally referred to as a class that meets for a period each day, has a range of time from 47-57 minutes.

*Block:* A block is a maximum time of two single class periods. Such time includes any given student break(s).

*Core:* A core is equivalent in time to two (2), three (3) or more single class periods.

#### Full-time Assignments

A full-time assignment at the secondary level (middle school and high school) is a minimum of 235 instructional minutes and a maximum of 285 instructional minutes, or five single class periods or combinations of single class period(s), block(s) and/or core(s) which are equivalent to five single class periods. Some examples are:

- a. 5 single class periods
- b. 1 single class period + 2 blocks
- c. 3 single class periods + 1 block
- d. 2 single class periods + 1 core (when core is equivalent to three single class periods)
- e. 3 single class periods + 1 core (when core is equivalent to two single class periods)
- f. 1 single class period + 2 cores (when core is equivalent to two single class periods)
- g. 3 blocks + 2 blocks alternating by semester, quarter, week or day. (The average over one school year is equivalent to teaching five single class periods.)
- h. 3 to 5 incremental time periods, not necessarily equal in minutes, that total no more than 285 minutes.

A class scheduled for more than the time established for the single class period or a teacher teaching more than 285 instructional minutes at that school shall be an exception, as approved by the Chief Human Resource Officer and the Association President, to meet special school needs such as busing or lunch schedules. No additional pay shall be provided if such increased time is less than 21% of the established single class period for that school. For example, no additional pay would be provided for teaching a total of ten (10) extra minutes when the established single class period is 50 minutes.

Non-teaching duties such as passing time and advisory are not counted as part of the total instructional minutes, single class period, block or core.

Specific assignments such as released periods for department chairpeople shall be considered a single class period.

The following table is applied when teaching more than a full-time assignment (see examples, Full-time Assignments). This table shall be applied to each single class period or additional teaching assignment beyond the full-time assignment.

Percentage of Single Class Period Time		
0.....20%	21.....50%	51.....100%

Percentage of Additional Compensation		
0%	50% of compensation (8% of salary)	100% of compensation (16% of salary)

Teaching beyond the full-time assignment by 21% to 50% of the established length of the single class period shall be paid pro rata at the rate of eight per cent (8%) of the teacher's current salary.

Teaching beyond the full-time assignment by 51% to 100% of the established length of the single class period shall be paid pro rata at the rate of sixteen percent (16%) of the teacher's current salary.

The basis for computing additional compensation for teaching more than five classes shall be the time established at that school for five single class periods or the equivalent. (See third paragraph under "Compensation" and "Extra Classes" for more information.)

School Budget

Additional compensation for teaching more than a full-time assignment shall come from the school's budget. In cases of budgetary shortfalls, the district shall assume payment responsibilities and arrange for repayment from the schools.

11. National Certification  
Speech/language, psychologists, social workers, counselors, motor therapists, nurses, deaf educators and vision specialists who have earned National Certification shall receive a one-time fifteen hundred dollar (\$1500) stipend. Teachers who have earned National Board for Professional Teaching Standards Certification shall receive a one-time three thousand dollar (\$3000) stipend. When documentation is received by Human Resources, on or before the last working day of the month, the stipend shall be paid the following month.
12. Middle School Outdoor Education  
Teachers shall be compensated at 0.67% of base salary per person per night scheduled with students in the district Sixth Grade Outdoor Education Program. All classroom teachers who plan and are approved to teach the Outdoor Education Curriculum shall also be compensated according to the experience table in Appendix C, "Co-curricular Salary Schedule". Payment shall be in one installment the next pay period after completion of the activity.
13. Summer School  
Teachers who voluntarily agree to teach summer school or teach a district-funded program beyond their school year district contract, as defined in Article 1.7, shall be compensated at

the teacher's hourly per diem rate but not greater than the rate stipulated in Article 27.8. The district shall inform the teacher(s) as to his/her actual salary prior to the district summer school agreement signature.

Whenever possible, in the pursuit of an outside grant, compensation for teachers shall reflect the teacher's hourly per diem rate but shall not be greater than the rate stipulated in Article 27.8.



**CERTIFIED/LICENSED SALARY SCHEDULE A**  
**\$33,485 Base**  
**Effective August 10, 2016**

	<b>BA</b>	<b>BA+20</b>	<b>BA+40</b>	<b>BA+60</b>	<b>BA+80</b>	<b>MA</b>	<b>MA+20</b>	<b>MA+40</b>	<b>MA+60</b>	<b>MA+80</b>
Base	\$33,485	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	\$34,489	\$35,956	\$37,338	\$38,816	\$40,299	\$38,816	\$40,299	\$41,689	\$43,078	\$44,467
2	\$35,494	\$37,088	\$38,514	\$40,128	\$41,755	\$40,128	\$41,755	\$43,196	\$44,635	\$46,075
3	\$37,838	\$39,612	\$41,135	\$42,941	\$44,765	\$42,941	\$44,765	\$46,310	\$47,853	\$49,396
4	\$39,847	\$41,789	\$43,396	\$45,379	\$47,387	\$45,379	\$47,387	\$49,022	\$50,656	\$52,289
5	\$41,353	\$43,443	\$45,113	\$47,254	\$49,426	\$47,254	\$49,426	\$51,132	\$52,835	\$54,539
6	\$42,860	\$45,097	\$46,831	\$49,129	\$51,466	\$49,129	\$51,466	\$53,241	\$55,015	\$56,790
7	\$44,367	\$46,751	\$48,549	\$51,004	\$53,505	\$51,004	\$53,505	\$55,351	\$57,195	\$59,040
8	\$45,874	\$48,405	\$50,267	\$52,879	\$55,544	\$52,879	\$55,544	\$57,460	\$59,375	\$61,290
9	\$47,381	\$50,060	\$51,984	\$54,754	\$57,583	\$54,754	\$57,583	\$59,570	\$61,555	\$63,540
10	\$48,888	\$51,714	\$53,702	\$56,630	\$59,622	\$56,630	\$59,622	\$61,679	\$63,735	\$65,790
11	\$48,888	\$53,371	\$55,962	\$59,067	\$62,244	\$59,067	\$62,244	\$64,392	\$66,537	\$68,683
12	\$48,888	\$53,371	\$58,226	\$60,942	\$64,284	\$60,942	\$64,284	\$66,501	\$68,717	\$70,933
13	\$48,888	\$55,614	\$58,226	\$62,818	\$66,323	\$62,818	\$66,323	\$68,611	\$70,897	\$73,183
14	\$48,888	\$55,614	\$60,469	\$64,693	\$68,362	\$64,693	\$68,362	\$70,720	\$73,077	\$75,434
15	\$48,888	\$55,614	\$60,469	\$66,568	\$70,405	\$66,568	\$70,405	\$72,834	\$75,261	\$77,688
16	\$48,888	\$57,857	\$60,469	\$66,568	\$70,405	\$66,568	\$70,405	\$72,834	\$75,261	\$77,688
17	\$48,888	\$57,857	\$62,712	\$68,811	\$72,648	\$68,811	\$72,648	\$75,077	\$77,504	\$79,931
18	\$48,888	\$57,857	\$62,712	\$68,811	\$72,648	\$68,811	\$72,648	\$75,077	\$77,504	\$79,931
19	\$48,888	\$57,857	\$62,712	\$68,811	\$72,648	\$68,811	\$72,648	\$75,077	\$77,504	\$79,931
20	\$48,888	\$57,857	\$62,712	\$71,054	\$74,891	\$71,054	\$74,891	\$77,320	\$79,747	\$82,174
21	\$48,888	\$57,857	\$62,712	\$71,054	\$74,891	\$71,054	\$74,891	\$77,320	\$79,747	\$82,174
22	\$48,888	\$57,857	\$62,712	\$71,054	\$74,891	\$71,054	\$74,891	\$77,320	\$79,747	\$82,174
23	\$48,888	\$57,857	\$62,712	\$73,297	\$77,134	\$73,297	\$77,134	\$79,563	\$81,990	\$84,417
24	\$48,888	\$57,857	\$62,712	\$73,297	\$77,134	\$73,297	\$77,134	\$79,563	\$81,990	\$84,417
25	\$48,888	\$57,857	\$62,712	\$73,297	\$77,134	\$73,297	\$77,134	\$79,563	\$81,990	\$84,417
26	\$48,888	\$57,857	\$62,712	\$75,540	\$79,377	\$75,540	\$79,377	\$81,806	\$84,233	\$86,660
27	\$48,888	\$57,857	\$62,712	\$75,540	\$79,377	\$75,540	\$79,377	\$81,806	\$84,233	\$86,660
28	\$48,888	\$57,857	\$62,712	\$75,540	\$79,377	\$75,540	\$79,377	\$81,806	\$84,233	\$86,660
29	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
30	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
31	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
32	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
33	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
34	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
35	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
36	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
37	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
38	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
39	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903
40	\$48,888	\$57,857	\$62,712	\$77,783	\$81,620	\$77,783	\$81,620	\$84,049	\$86,476	\$88,903

NOTE: An additional 3-1/2% of base salary shall be granted for an Educational Specialist Degree (\$1171.98).

NOTE: An additional 7% of base salary shall be granted for a Doctorate Degree (\$2343.95).

NOTE: An additional 2% of base salary shall be granted for classroom teachers who maintain their National Board for Professional Teaching Standards certification (\$669.70).

NOTE: The Article 20.2 Certified Additional Compensation Stipend of \$1,000.00 shall be granted to teachers hired after January 1, 2007 and to teachers who elected this compensation option as a replacement for the Certified Compensation Stipend benefit identified in Article 20.1. Salary Schedule B includes this amount.

**CERTIFIED/LICENSED SALARY SCHEDULE B**  
**\$33,485 Base**  
**Effective August 10, 2016**

	<b>BA</b>	<b>BA+20</b>	<b>BA+40</b>	<b>BA+60</b>	<b>BA+80</b>	<b>MA</b>	<b>MA+20</b>	<b>MA+40</b>	<b>MA+60</b>	<b>MA+80</b>
Base	\$33,485	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	\$36,996	\$38,464	\$39,409	\$39,816	\$41,299	\$39,816	\$41,299	\$42,689	\$44,078	\$45,467
2	\$38,000	\$39,595	\$40,668	\$41,128	\$42,755	\$41,128	\$42,755	\$44,196	\$45,635	\$47,075
3	\$39,340	\$41,114	\$42,135	\$43,941	\$45,765	\$43,941	\$45,765	\$47,310	\$48,853	\$50,396
4	\$40,847	\$42,789	\$44,396	\$46,379	\$48,387	\$46,379	\$48,387	\$50,022	\$51,656	\$53,289
5	\$42,353	\$44,443	\$46,113	\$48,254	\$50,426	\$48,254	\$50,426	\$52,132	\$53,835	\$55,539
6	\$43,860	\$46,097	\$47,831	\$50,129	\$52,466	\$50,129	\$52,466	\$54,241	\$56,015	\$57,790
7	\$45,367	\$47,751	\$49,549	\$52,004	\$54,505	\$52,004	\$54,505	\$56,351	\$58,195	\$60,040
8	\$46,874	\$49,405	\$51,267	\$53,879	\$56,544	\$53,879	\$56,544	\$58,460	\$60,375	\$62,290
9	\$48,381	\$51,060	\$52,984	\$55,754	\$58,583	\$55,754	\$58,583	\$60,570	\$62,555	\$64,540
10	\$49,888	\$52,714	\$54,702	\$57,630	\$60,622	\$57,630	\$60,622	\$62,679	\$64,735	\$66,790
11	\$49,888	\$54,371	\$56,962	\$60,067	\$63,244	\$60,067	\$63,244	\$65,392	\$67,537	\$69,683
12	\$49,888	\$54,371	\$59,226	\$61,942	\$65,284	\$61,942	\$65,284	\$67,501	\$69,717	\$71,933
13	\$49,888	\$56,614	\$59,226	\$63,818	\$67,323	\$63,818	\$67,323	\$69,611	\$71,897	\$74,183
14	\$49,888	\$56,614	\$61,469	\$65,693	\$69,362	\$65,693	\$69,362	\$71,720	\$74,077	\$76,434
15	\$49,888	\$56,614	\$61,469	\$67,568	\$71,405	\$67,568	\$71,405	\$73,834	\$76,261	\$78,688
16	\$49,888	\$58,857	\$61,469	\$67,568	\$71,405	\$67,568	\$71,405	\$73,834	\$76,261	\$78,688
17	\$49,888	\$58,857	\$63,712	\$69,811	\$73,648	\$69,811	\$73,648	\$76,077	\$78,504	\$80,931
18	\$49,888	\$58,857	\$63,712	\$69,811	\$73,648	\$69,811	\$73,648	\$76,077	\$78,504	\$80,931
19	\$49,888	\$58,857	\$63,712	\$69,811	\$73,648	\$69,811	\$73,648	\$76,077	\$78,504	\$80,931
20	\$49,888	\$58,857	\$63,712	\$72,054	\$75,891	\$72,054	\$75,891	\$78,320	\$80,747	\$83,174
21	\$49,888	\$58,857	\$63,712	\$72,054	\$75,891	\$72,054	\$75,891	\$78,320	\$80,747	\$83,174
22	\$49,888	\$58,857	\$63,712	\$72,054	\$75,891	\$72,054	\$75,891	\$78,320	\$80,747	\$83,174
23	\$49,888	\$58,857	\$63,712	\$74,297	\$78,134	\$74,297	\$78,134	\$80,563	\$82,990	\$85,417
24	\$49,888	\$58,857	\$63,712	\$74,297	\$78,134	\$74,297	\$78,134	\$80,563	\$82,990	\$85,417
25	\$49,888	\$58,857	\$63,712	\$74,297	\$78,134	\$74,297	\$78,134	\$80,563	\$82,990	\$85,417
26	\$49,888	\$58,857	\$63,712	\$76,540	\$80,377	\$76,540	\$80,377	\$82,806	\$85,233	\$87,660
27	\$49,888	\$58,857	\$63,712	\$76,540	\$80,377	\$76,540	\$80,377	\$82,806	\$85,233	\$87,660
28	\$49,888	\$58,857	\$63,712	\$76,540	\$80,377	\$76,540	\$80,377	\$82,806	\$85,233	\$87,660
29	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
30	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
31	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
32	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
33	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
34	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
35	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
36	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
37	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
38	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
39	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903
40	\$49,888	\$58,857	\$63,712	\$78,783	\$82,620	\$78,783	\$82,620	\$85,049	\$87,476	\$89,903

NOTE: An additional 3-1/2% of base salary shall be granted for an Educational Specialist Degree (\$1171.98).

NOTE: An additional 7% of base salary shall be granted for a Doctorate Degree (\$2343.95).

NOTE: An additional 2% of base salary shall be granted for classroom teachers who maintain their National Board for Professional Teaching Standards certification (\$669.70).

NOTE: The Article 20.2 Certified Additional Compensation Stipend of \$1,000.00 shall be granted to teachers hired after January 1, 2007 and to teachers who elected this compensation option as a replacement for the Certified Compensation Stipend benefit identified in Article 20.1. Salary Schedule B includes this amount.

## APPENDIX B

### Athletic Coaches Salary Schedule

- A. Compensation for performing coaching responsibilities if offered and assigned by the district shall be as set forth in Athletic Coaches Salary Schedule. Coaches shall receive increments over the base for each year of service in that position according to the following table:

YEARS OF EXPERIENCE	INCREMENT
1-5	.00222 of base salary
6-10	.00259 of base salary
11-20	.00296 of base salary
OVER 20 YEARS	.00333 of base salary

Effective with the beginning of the 1986-1987 school year those teachers who sign a written commitment to perform coaching responsibilities for the fourth (4th) consecutive year in the same sport shall receive a stipend for the fourth (4th) year as follows:

POSITION	INCREMENT
Head Coach/High School	\$650.00
Assistant Coach/High School	425.00
Head Coach/Middle School	425.00
Assistant Coach/Middle School	250.00

Effective with the beginning of the 1986-1987 school year those teachers who sign a written commitment to perform coaching responsibilities for the sixth (6th), eighth (8th) and every consecutive second year thereafter in the same sport, shall receive a stipend for that year as follows:

POSITION	INCREMENT
Head Coach/High School	\$500.00
Assistant Coach/High School	375.00
Head Coach/Middle School	375.00
Assistant Coach/Middle School	200.00

Sabbaticals and leaves of absence are not an interruption of continuous years of experience. Actual years of coaching shall determine total years for experience credit.

- B. Coaches shall receive a percentage of season salary for each week that a championship team is involved in state play-offs.
- C. Coaching salaries shall be pro-rated over a ten (10) month period upon completion of coaching responsibilities. In all cases, fulfillment of the responsibilities as required in the position must be met. In the event that responsibilities are not fulfilled, coaches shall be paid a pro-rated amount. Coaches with assigned duties for the varsity level shall receive a pro-rated percentage of the season's salary for each week that a team or individual athlete is involved in post season play. Post season play is defined as competition extending beyond contests where teams or individuals are eliminated from further competition.

- D. The minimum number of participants in athletics and length of season shall be determined by the Board of Education or its representatives.
- E. One year of coaching service equals one year of stipend credit, regardless of gender coached. (e.g., coaching girls' soccer and boys' soccer in the same calendar year equals one year of credit in each sport.)
- F. Head Coaching Positions shall be filled by a fully qualified applicant. Vacancy notices shall include: Date of posting, position, location of activity, coaching responsibilities, salary, qualifications, preferences, procedure to submit written application and deadline date to submit application.

When making a recommendation for hire, the selection committee may take into consideration relevant factors such as but not limited to: qualifications, skills, preferences, additional training and experience. Consideration is to be given to in building/district applicants.

Athletic Coaches Salary Schedule

<u>LEVELS</u>	<u>COMPENSATION</u>
1	4% of base salary
2	5-½% of base salary
3	6% of base salary
4	7% of base salary
5	8-½% of base salary
6	9-½% of base salary
7	10-½% of base salary
8	11% of base salary
9	11-½% of base salary

Levels

- (1) Assistant - 8th Grade Football  
 Assistant - 7th and 8th Grade Wrestling  
 Assistant - 7th Grade Track  
 Assistant - 8th Grade Track  
 Assistant - 7th Grade Boys and Girls Basketball  
 Assistant - 8th Grade Boys and Girls Basketball  
 Assistant - 7th Grade Volleyball  
 Assistant - 8th Grade Volleyball  
 Assistant - 7th and 8th Grade Softball
- (2) Head Coach - 8th Grade Boys Basketball  
 Head Coach - 8th Grade Girls Basketball  
 Head Coach - 8th Grade Football  
 Head Coach - 8th Grade Volleyball  
 Head Coach - 7th Grade Boys Basketball  
 Head Coach - 7th Grade Girls Basketball  
 Head Coach - 7th and 8th Grade Wrestling  
 Head Coach - 7th and 8th Grade Softball  
 Head Coach - 7th Grade Volleyball  
 Head Coach - 7th and 8th Grade Boys Track  
 Head Coach - 7th and 8th Grade Girls Track

- (3) Assistant - High School Cross Country  
Assistant - High School Golf  
Assistant - High School Tennis
- (4) Assistant - High School Swimming/Diving  
Assistant - High School Volleyball  
Assistant - High School Track  
Assistant - High School Baseball  
Assistant - High School Soccer  
Assistant - High School Gymnastics  
Assistant - High School Softball  
Assistant - High School Lacrosse
- (5) Assistant - High School Wrestling  
Head Coach - High School Cross Country  
Head Coach - High School Tennis  
Head Coach - High School Golf
- (6) Assistant - High School Football  
Assistant - High School Basketball
- (7) Head Coach - High School Swimming/Diving\*  
Head Coach - High School Gymnastics  
Head Coach - Pole Vault\*  
Trainer - High School Fall  
Trainer - High School Winter  
Trainer - High School Spring
- (8) Head Coach - High School Wrestling  
Head Coach - High School Track  
Head Coach - High School Baseball  
Head Coach - High School Soccer  
Head Coach - High School Softball  
Head Coach - High School Volleyball  
Head Coach - High School Lacrosse
- (9) Head Coach - High School Basketball  
Head Coach - High School Football

\*Based on the Diving/Pole Vault Coach coaching all five high schools. If only three schools are coached, the position would be a Level 7. If only two schools are coached, the position would be a Level 6. If only one school is coached, the position would be a Level 5.

## APPENDIX C

### Co-Curricular Salary Schedule

The district agrees to compensate for responsibility for co-curricular 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 in question must be performed in addition to contractual duties.

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

Compensation shall be paid in (10) equal installments. Compensation of \$500.00 or less shall be paid in one lump sum in the November paycheck. In all cases, fulfillment of the responsibilities as required in the position description must be met. In the event that responsibilities are not fulfilled teachers will be paid a pro-rated amount.

Percentages are fraction of the base salary.

Compensation is effective beginning the 1995-1996 school year.

#### Salary Schedule - Co-Curricular

Base compensation for performing co-curricular responsibilities is specified in Appendix C. Teachers performing co-curricular duties shall receive experience compensation over the base for each year of service in that position according to the following table. The co-curricular experience compensation shall be allocated by the district in addition to the building co-curricular block monies.

YEARS OF EXPERIENCE	COMPENSATION
1 - 5	0.5 Percent of base salary
6 - 10	0.75 Percent of base salary
11 - 20	1.0 Percent of base salary

Years of experience shall accrue beginning with the 1997-1998 school year, and compensation shall be effective 1998-1999 school year.

### HIGH SCHOOL

#### Drama

Theatrical Productions – Maximum 4/Year, Including Musical – Stipend/Production

Major Drama Production:

Director 8.2%

Technical Director 3.5%

All other staff:

2 people maximum - Drama 1.6% per person

Major Musical Production:

Director	11.5%
Technical Director	3.5%
Vocal Director	3.5%
Conductor	3%

All other staff:

Musical/Theatrical Staff	
5 people maximum	1.6% per person
Musical performers/Theatrical Staff	
2 people maximum	1% per person

Minor Production – Maximum 2/Year – Stipend/Production

Director	5%
Technical Director	2.5%
Theatre Manager	4.2%
All other staff	
2 people maximum	1.2%

**Music**

Band – Director	11.5%
Assistant Band Director	6%
Flags/Color Guard	4.0%
Marching Band Director	11.5%
Assistant Marching Band Director	6%
Orchestra Director	11.5%
Vocal Director	11.5%
Assistant Vocal Director	6%

**Art**

Art Show	1.0% per person for setting up and breaking down district student art show. Teachers shall receive \$34.00 per hour for supervision of the venue up to 1.0% of the base salary.
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**CHSAA Sanctioned**

Spirit Squad	29.5% - split as needed
Forensics Director	3.7% per person

**Leadership/Student Government**

Student Council	6.0%
Honor Society	3.7%
Newspaper	6.0%
Yearbook	6.0%
Link/9 <sup>th</sup> Mentor	5.0%
Leaders Challenge	2.7%
World Language Clubs	2.7% – maximum, 5 people
Freshman Class Sponsor	2.0%/person – maximum, 2 people
Sophomore Class Sponsor	2.0%/person – maximum, 2 people
Junior Class Sponsor	10% - split as needed
Senior Class Sponsor	2.0%/person – maximum, 2 people

### **Career and Technical**

FBLA	3.7%/person – maximum, 3 people
Skills USA	3.7%/person – maximum, 3 people
DECA	3.7%/person – maximum, 3 people
FCCLA Consumer	3.7%/person – maximum, 3 people
FCCLA Occupational	3.7%/person – maximum, 3 people
ACE	3.7%/person – maximum, 3 people
ACE/WES	3.7%/person – maximum, 3 people

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For other high school activities, the principal at each school, with the input of the FAC, shall decide which activities to fund and the number of sponsors for each activity. Each high school shall be allowed to utilize up to the equivalent of 100% (one hundred percent) of base salary to fund other activities as determined by the principal with the input of the FAC. Activities of ten student contact hours or more shall be compensated at no less than 1% of base salary. Activities less than ten student contact hours shall be prorated to the 1% of base salary.

### **MIDDLE SCHOOL/K-8**

Speech/Drama Director	3.0%
All other staff:	
2 people maximum – drama	1.5% per person
Band Director: if one in school	5%
Band Director: if school provides second director	3.5%
Same director in same school	
Choir Director	3.5%
Orchestra Director	3.5%
Show Choir, Jazz Band or other out-of-school musical group	3.5%
Second director in same school	3.5%
Yearbook	2.2%
Student Council	3.7%
Honor Society	2.5%
Intramural Director	2.0% semester
Art Show	1.0% per person for setting up and breaking down district student art show. Teachers shall receive \$34.00 per hour for supervision of the venue up to 1.0% of the base salary.

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For other middle school activities, the principal at each school, with the input of the FAC, shall decide which activities to fund, and the number of sponsors for each activity. Each middle school shall be allowed to utilize up to the equivalent of 50% (fifty percent) of base salary to fund other activities as determined by the principal with the input of the FAC. Activities of ten student contact hours or more shall be compensated at no less than 1% of base salary. Activities less than ten student contact hours shall be prorated to the 1% of base salary.



## ELEMENTARY

Choral Director	5.0% Choir rehearsals outside the school day. Minimum of two choir performances per year outside the school day.
Musical Director	3% Choir or grade level musicals rehearsed and performed outside the school day.
Art Show	1% Setting up and breaking down district student art show. Teachers shall receive \$34.00 per hour for supervision of the venue up to 1.0% of the base salary.
Yearbook	2%
Field Day	1% Planning, setting up and running field days

Teachers who have extra concerts such as handbell ensembles, percussion ensembles, recorder ensembles, dance ensembles, or additional choirs should provide documentation to the faculty for payment for these activities. These activities shall be funded at no less than one percent (1%) of base salary per ten (10) student contact hours. Funding of these activities is determined by the principal with input of the faculty advisory council.

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Each elementary school shall be allowed to utilize up to the equivalent of 33% (thirty-three percent) of base salary to fund other activities as determined by the principal with the input of the FAC. An additional \$1000.00 shall be allotted to elementary schools with student enrollment of 600 or more. Elementary co-curricular activities shall be funded at no less than 1% (one percent) of base salary per ten (10) student contact hours. Examples are Student Council, After School Sports and Academic Clubs.

### Co-Curricular Sponsor Selection Process

1. Co-curricular sponsorships shall first be filled by teacher applicants from within the building. If none exist, a vacancy notice shall be posted district-wide for a minimum of five (5) days. Vacancy notices shall include date of posting, position, location of activity, work schedule, specific base salary, required qualifications, responsibilities, procedure to submit written application, and deadline date to submit application.
  - A. Teacher applicants from other schools/units shall be considered after the posting period.
  - B. Should no teachers apply, non-certificated/licensed applicants may be considered.
2. Sponsors currently assigned shall not be displaced by this process.

**APPENDIX D-1**

**Present Index Ratio for Certified/Licensed Salary Schedule A**

<b>Step</b>	<b>BA</b>	<b>BA + 20</b>	<b>BA + 40</b>	<b>BA + 60/ MA</b>	<b>BA + 80 MA + 20</b>	<b>MA + 40</b>	<b>MA + 60</b>	<b>MA + 80</b>	<b>Step</b>
<b>Base</b>	1.0000	1.0400	1.0800	1.1200	1.1600	1.2000	1.2400	1.2800	<b>Base</b>
<b>1</b>	3% 1.0300	3-1/4% 1.0325	3-1/4% 1.0325	3-1/2% 1.0350	3-3/4% 1.0375	3-3/4% 1.0375	3-3/4% 1.0375	3-3/4% 1.0375	<b>1</b>
<b>2</b>	3% 1.0600	3-1/4% 1.0650	3-1/4% 1.0650	3-1/2% 1.0700	3-3/4% 1.0750	3-3/4% 1.0750	3-3/4% 1.0750	3-3/4% 1.0750	<b>2</b>
<b>3</b>	7% 1.1300	7-1/4% 1.1375	7-1/4% 1.1375	7-1/2% 1.1450	7-3/4% 1.1525	7-3/4% 1.1525	7-3/4% 1.1525	7-3/4% 1.1525	<b>3</b>
<b>4</b>	6% 1.1900	6-1/4% 1.2000	6-1/4% 1.2000	6-1/2% 1.2100	6-3/4% 1.2200	6-3/4% 1.2200	6-3/4% 1.2200	6-3/4% 1.2200	<b>4</b>
<b>5</b>	4-1/2% 1.2350	4-3/4% 1.2475	4-3/4% 1.2475	5% 1.2600	5-1/4% 1.2725	5-1/4% 1.2725	5-1/4% 1.2725	5-1/4% 1.2725	<b>5</b>
<b>6</b>	4-1/2% 1.2800	4-3/4% 1.2950	4-3/4% 1.2950	5% 1.3100	5-1/4% 1.3250	5-1/4% 1.3250	5-1/4% 1.3250	5-1/4% 1.3250	<b>6</b>
<b>7</b>	4-1/2% 1.3250	4-3/4% 1.3425	4-3/4% 1.3425	5% 1.3600	5-1/4% 1.3775	5-1/4% 1.3775	5-1/4% 1.3775	5-1/4% 1.3775	<b>7</b>
<b>8</b>	4-1/2% 1.3700	4-3/4% 1.3900	4-3/4% 1.3900	5% 1.4100	5-1/4% 1.4300	5-1/4% 1.4300	5-1/4% 1.4300	5-1/4% 1.4300	<b>8</b>
<b>9</b>	4-1/2% 1.4150	4-3/4% 1.4375	4-3/4% 1.4375	5% 1.4600	5-1/4% 1.4825	5-1/4% 1.4825	5-1/4% 1.4825	5-1/4% 1.4825	<b>9</b>
<b>10</b>	4-1/2% 1.4600	4-3/4% 1.4850	4-3/4% 1.4850	5% 1.5100	5-1/4% 1.5350	5-1/4% 1.5350	5-1/4% 1.5350	5-1/4% 1.5350	<b>10</b>
<b>11</b>		4-3/4% 1.5325	6-1/4% 1.5475	6-1/2% 1.5750	6-3/4% 1.6025	6-3/4% 1.6025	6-3/4% 1.6025	6-3/4% 1.6025	<b>11</b>
<b>12</b>			6-1/4% 1.6100	5% 1.6250	5-1/4% 1.6550	5-1/4% 1.6550	5-1/4% 1.6550	5-1/4% 1.6550	<b>12</b>
<b>13</b>				5% 1.6750	5-1/4% 1.7075	5-1/4% 1.7075	5-1/4% 1.7075	5-1/4% 1.7075	<b>13</b>
<b>14</b>				5% 1.7250	5-1/4% 1.7600	5-1/4% 1.7600	5-1/4% 1.7600	5-1/4% 1.7600	<b>14</b>
<b>15</b>				5% 1.7750	5-1/4% 1.8126	5-1/4% 1.8126	5-1/4% 1.8126	5-1/4% 1.8126	<b>15</b>

**APPENDIX D-2**

**Present Index Ratio for Certified/Licensed Salary Schedule B**

<b>Step</b>	<b>BA</b>	<b>BA + 20</b>	<b>BA + 40</b>	<b>BA + 60/ MA</b>	<b>BA + 80 MA + 20</b>	<b>MA + 40</b>	<b>MA + 60</b>	<b>MA + 80</b>	<b>Step</b>
<b>Base</b>	1.0000	1.0400	1.0800	1.1200	1.1600	1.2000	1.2400	1.2800	<b>Base</b>
<b>1</b>	7-1/2% 1.0750	7-29/50% 1.0758	3-1/4% 1.0325	3-1/2% 1.0350	3-3/4% 1.0375	3-3/4% 1.0375	3-3/4% 1.0375	3-3/4% 1.0375	<b>1</b>
<b>2</b>	3% 1.1050	3-1/4% 1.1083	3-1/4% 1.0650	3-1/2% 1.0700	3-3/4% 1.0750	3-3/4% 1.0750	3-3/4% 1.0750	3-3/4% 1.0750	<b>2</b>
<b>3</b>	4% 1.145	4-9/25% 1.1519	7-1/4% 1.1375	7-1/2% 1.1450	7-3/4% 1.1525	7-3/4% 1.1525	7-3/4% 1.1525	7-3/4% 1.1525	<b>3</b>
<b>4</b>	4-1/2% 1.1900	4-81/100% 1.2000	6-1/4% 1.2000	6-1/2% 1.2100	6-3/4% 1.2200	6-3/4% 1.2200	6-3/4% 1.2200	6-3/4% 1.2200	<b>4</b>
<b>5</b>	4-1/2% 1.2350	4-3/4% 1.2475	4-3/4% 1.2475	5% 1.2600	5-1/4% 1.2725	5-1/4% 1.2725	5-1/4% 1.2725	5-1/4% 1.2725	<b>5</b>
<b>6</b>	4-1/2% 1.2800	4-3/4% 1.2950	4-3/4% 1.2950	5% 1.3100	5-1/4% 1.3250	5-1/4% 1.3250	5-1/4% 1.3250	5-1/4% 1.3250	<b>6</b>
<b>7</b>	4-1/2% 1.3250	4-3/4% 1.3425	4-3/4% 1.3425	5% 1.3600	5-1/4% 1.3775	5-1/4% 1.3775	5-1/4% 1.3775	5-1/4% 1.3775	<b>7</b>
<b>8</b>	4-1/2% 1.3700	4-3/4% 1.3900	4-3/4% 1.3900	5% 1.4100	5-1/4% 1.4300	5-1/4% 1.4300	5-1/4% 1.4300	5-1/4% 1.4300	<b>8</b>
<b>9</b>	4-1/2% 1.4150	4-3/4% 1.4375	4-3/4% 1.4375	5% 1.4600	5-1/4% 1.4825	5-1/4% 1.4825	5-1/4% 1.4825	5-1/4% 1.4825	<b>9</b>
<b>10</b>	4-1/2% 1.4600	4-3/4% 1.4850	4-3/4% 1.4850	5% 1.5100	5-1/4% 1.5350	5-1/4% 1.5350	5-1/4% 1.5350	5-1/4% 1.5350	<b>10</b>
<b>11</b>		4-3/4% 1.5325	6-1/4% 1.5475	6-1/2% 1.5750	6-3/4% 1.6025	6-3/4% 1.6025	6-3/4% 1.6025	6-3/4% 1.6025	<b>11</b>
<b>12</b>			6-1/4% 1.6100	5% 1.6250	5-1/4% 1.6550	5-1/4% 1.6550	5-1/4% 1.6550	5-1/4% 1.6550	<b>12</b>
<b>13</b>				5% 1.6750	5-1/4% 1.7075	5-1/4% 1.7075	5-1/4% 1.7075	5-1/4% 1.7075	<b>13</b>
<b>14</b>				5% 1.7250	5-1/4% 1.7600	5-1/4% 1.7600	5-1/4% 1.7600	5-1/4% 1.7600	<b>14</b>
<b>15</b>				5% 1.7750	5-1/4% 1.8126	5-1/4% 1.8126	5-1/4% 1.8126	5-1/4% 1.8126	<b>15</b>

## APPENDIX E

### Recommendations

If there is a reduction at the department, grade level, or team, probationary teachers shall be reduced first. If there are no probationary teachers, teachers within the identified department, grade level, team, or program shall be given an opportunity to volunteer for the necessary administrative transfer or reassignment providing they meet the educational needs of the open position. Any teacher who volunteers for reassignment shall not be subject to the circumstances for which mutual consent applies under the law. In the event there are no voluntary requests, the teachers shall be selected utilizing the Appendix E Recommendations.

In the absence of voluntary requests, the principal shall make the decision as to which non-probationary teacher is transferred or reassigned through an interview process using a pre-determined point scale/rubric and the following list of criteria and suggested weighting:

State Certification/Licensure – 5%

Teaching Experience – 20%

Education/Training – 10%

Program Needs – 15%

Most Recent Evaluation – 50%

Teachers participating in this process may have Association representation at any time.

If the program needs of the school necessitate a different weighting of the criteria (such as STEM/IB), then a redistribution of percentages must be determined and approved by Human Resources and the Association.

In the event of a tie, district seniority shall be the tie breaker.

#### Example:

<u>Point Scale</u> 1 – 5 (5 = best)	<u>State Certification / Licensure</u> (5%)	<u>Teaching Experience</u> (20%)	<u>Education / Training</u> (10%)	<u>Program Needs</u> (15%)	<u>Most Recent Evaluation</u> (50%)	<u>Total Score</u>
Example: Teacher A	5 points * .05 = .25	4 points * .20 = .8	3 points * .1 = .3	2 points * .15 = .3	5 points * .5 = 2.5	4.15

## APPENDIX F

### BA Enrichment Plan

In order to provide salary increment incentive to teachers who have reached the BA+60 level, the following proposed criteria is presented.

1. Certified/licensed teachers with a BA+60 or more quarter hours are eligible. The salary incentive does not apply to teachers with an MA degree; however, participation in professional development activities is encouraged.
2. Interested teachers currently on the BA+60 column are to initiate in writing a desire to participate. The teacher must submit an enrichment plan to the Intermediate Hours Board. The plan shall be completed within five (5) years. The plan may be modified by mutual consent.
3. Teachers undertaking an enrichment plan will be expected to include twenty (20) quarter hours of credit as follows:
  - (a) Post-approval by the Intermediate Hours Board may be granted for classes taken prior to submission of a plan. A minimum of twelve (12) quarter hours of credit from Adams 12 Five Star Schools Professional Development in the areas of instructional methodology and/or instructional management.
  - (b) A maximum of eight (8) quarter hours of pre-approved graduate course work in appropriate content areas from an accredited university or college (or pre-approved work experience or training programs) or the equivalent in additional Adams 12 Five Star Schools Professional Development Classes in the same appropriate content areas. "Accredited" for purposes of Appendix F shall mean that the credit must be obtained from a regionally accredited agency as approved by the Colorado Department of Education.
  - (c) Pre-approved graduate level courses, in instructional methodology and/or instructional management up to a maximum of fifteen (15) quarter hours may be applied if district resources are not available to offer the pre-specified classes. (Pre-approval means approval by the Intermediate Hours Board.) Post-approval by the Intermediate Hours Board may be granted for substantially identical classes from outside the district.
  - (d) The twenty (20) hours of credit required in (a), (b), and (c) above may be waived if the teacher agrees to secure endorsement in an area of need as specified by the district.
4. Anticipated instructional classes in the areas of instructional methodology and/or instructional management may include, but are not limited to, the following:
  - (a) Teaching/Learning Cycle
  - (b) Alternative Teaching Strategies
  - (c) Cooperative Learning
  - (d) Learning Styles
  - (e) Facilitation Skills I
  - (f) Time Management
  - (g) Introduction to Apple Computer
  - (h) Think Aloud
  - (i) Autonomous Learner
  - (j) Computer Application
  - (k) Clinical Supervision
  - (l) Classroom Management - Elementary
  - (m) Discipline with Love and Logic I
  - (n) Team Learning
  - (o) Meeting the Needs of the Gifted

5. Classes are not listed or considered in sequence unless listed as (Class) I and (Class) II.
6. Any teacher who has taken course work beyond the BA+60 will have the opportunity to receive, upon written request and approval, a waiver for content area course work from outside the district.
7. The anticipated courses will be offered as often as possible but at least one time each two years in either the Fall, Winter/Spring, or Summer Professional Development Programs providing there is a minimum enrollment of twelve (12) teachers.

## MEMORANDUM OF AGREEMENT

### SHARED DECISION MAKING

This document is an expression of trust. It seeks to explain the processes but is neither intended to limit discussions nor involvement of all stakeholders where appropriate.

The district and DTEA agree that giving teachers increased responsibility for sharing decisions 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 develop procedures for shared decision making which legitimately engages administrators, teachers, support staff, parents and students where appropriate, in planning, gathering and analyzing data, proposing, implementing, and evaluating solutions, and making decisions in the best interest of the individual school. This procedure, which will enable decisions to be made at the level closest to implementation, is in an evolutionary process assuming greater definition through annual review and modification. Prior to the last Friday of September, the building/unit administrator shall convene a meeting for the annual review of the building's shared decision making plan. Shared decision making training for the building/unit shall commence at this same meeting, if not already in progress. When it is determined that modifications to the shared decision making plan are necessary, they shall be completed according to the building/unit time lines. These procedures will ensure that teachers shall be given the opportunity to participate in shared decisions which directly affect them. Note: Teachers who participate in shared decision making shall not be excluded from the definition of "teacher" under the contract. The principal or his or her designee shall provide his or her Executive Director and the Association representative from each building a current copy of the building's shared decision making model, which shall be forwarded to the DTEA office by the first Friday in October along with documentation of the mandatory annual review meeting.

Areas where teachers shall be given opportunities to participate shall include, but not be limited to, the following:

#### SCOPE:

1. Expenditures of funds available to the building.
2. Selection and mentoring of teaching staff.
3. Implementing curriculum and selection of instructional materials including textbooks for the school and the classroom.
4. Implementation of elementary planning time.
5. Building level professional development areas of focus taking into consideration student data, teacher needs, the school's unified improvement plan, school status, specialized programming and district-directed professional development initiatives.

Realizing that shared decision making requires additional resources for successful implementation, the school board is committed to the training of staff members in skills needed to work effectively and efficiently as a group (facilitation skills, group process, team building, consensus building, problem solving, conflict resolution, trust building and empowering others). Additional resources will also be used to support orientation and other information programs to promote understanding and successful implementation of shared decision making.


In support of shared decision making, the district and DTEA shall meet regularly to discuss building level implementation of shared decision making.

Discussion will include, but not be limited to, the following:

1. Providing assistance in the development and implementation of changes evolving from shared decision making in accordance with district policy, state and federal laws, and the Master Agreement.
2. Enabling further clarification and understanding of shared decision making.
3. Serve in an advisory capacity in the development, implementation and scheduling of training for shared decision making.
4. Replication of effective building-based shared decision making strategies.

Development and implementation of changes evolving from shared decision making shall be in accordance with district policy, state and federal laws, and the Master Agreement.

The district and the DTEA recognize the importance of the respective negotiating teams in the clarification and interpretation of the Master Agreement as it relates to shared decision making. Matters of interpretation and/or revision of the Master Agreement shall be referred to the IBS negotiations teams for joint study, response and appropriate action using the Interest Based Strategies process.



\_\_\_\_\_  
**For the Board**



\_\_\_\_\_  
**For the Association**

\_\_\_\_\_  
**September 1, 2016**

**Date**

\_\_\_\_\_  
**September 1, 2016**

**Date**



## MEMORANDUM OF AGREEMENT

### INDUCTION / LICENSURE

The district and the Association recognize that licensure is a state function. Licensure is the official recognition by the Colorado Department of Education that a teacher has met state mandated requirements and is approved to practice as a duly licensed teacher in the state.

The purpose of licensure is regulatory as per legislation. It encourages growth, self-analysis and self-assessment. The licensure process shall provide a safe, risk-taking environment and a collegial atmosphere for the teacher's professional development.

Induction programs are for the purpose of moving from an initial to a professional license or to change licenses. To progress from an initial to a professional license, the teacher inductee must complete the process of the district Induction Program or participate in alternative licensure programs, and meet other state requirements. The inductee has the opportunity to participate in the induction program while holding an initial license. An initial license is issued by CDE for a three-year period and may be renewed for an additional three-year period.

Teachers hired prior to November of each school year shall be enrolled in that school year's Induction Program. Teachers hired thereafter, will be enrolled in the following fall school year's program.

Each initially licensed teacher shall be provided an induction team that consists of a Supervisor, a district trained mentor and the district's Induction Coordinator. A representative of the Professional Development Department shall act as a resource to the team.

With the support of this team, all inductees work on progress towards their Educator Effectiveness Personal Goal. They also complete the two-year Induction requirements found in the Adams 12 Induction Program Guide. These requirements align with Educator Effectiveness Rubrics and are designed to facilitate the growth of new educational professionals.

Each inductee has the responsibility of submitting all forms, fees, and paperwork to the Colorado Department of Education for a professional license upon completion of the Adams 12 Induction Program.

Licensure procedures are separate and distinct from the summative evaluation (Article 14) and the summative evaluation(s) shall have no impact on the decision of the induction team to recommend professional licensure for the inductee. Information obtained through the induction process shall never be used for summative evaluation purposes. A satisfactory evaluation shall not be a prerequisite for obtaining a professional license.

The primary roles of the mentor are teacher, coach, advocate, guide, and nurturer of the inductee. The mentor shall be a district-trained mentor and be from the same location, when possible, and shall closely match the inductee in terms of assignment, when possible. Except for extraordinary circumstances mentors shall be assigned responsibility for no more than two (2) inductees.

Professional license renewal requires the completing of six semesters or nine quarter hours of credit through college or university course work, in-service, or other acceptable evidence activities (see CDE application). The teacher has the responsibility of submitting all forms, fees and paperwork to the Colorado Department of Education for a professional license.

No teacher shall be required to obtain a master teacher license for any reason, including advancement on the salary schedule.

Any aspect of this memorandum which currently exists in the law will expire when it ceases to be law. In such an event the parties shall meet to rewrite the affected language so as to be consistent with law.

The interpretation of this memorandum shall be consistent with the meaning and intent of the law.

*Chris Adams*

\_\_\_\_\_  
For the Board

*Lari Goldstein*

\_\_\_\_\_  
For the Association

**September 1, 2016**

\_\_\_\_\_  
Date

**September 1, 2016**

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**ASSESSMENT DAY**

Recognizing the need for an additional assessment day at the elementary level, the Association and the district agree to add one (1) additional assessment day mid-year beginning with the 2009-2010 school year. Such assessment day shall be determined by the calendar committee to be presented to the policy council for final approval by the Superintendent.

*Chris Adonis*

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**For the Board**

*Lori Goldstein*

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**For the Association**

**September 1, 2016**

\_\_\_\_\_  
**Date**

**September 1, 2016**

\_\_\_\_\_  
**Date**

## MEMORANDUM OF AGREEMENT

### ELEMENTARY SPECIALS Report Card Revisions & Student Learning Objectives (SLO)

The District and the Association in collaboration with Elementary Specials Coordinators supported the following objectives for the 2015-2016 school year.

#### 2015-2016

Elementary Specials Coordinators met with Elementary Specials teachers on identified early release days (two per month) to accomplish the following:

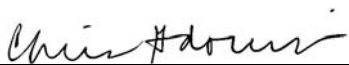
- Provide feedback on the proposed report card revisions.
- Develop and deepen understanding of the SLO process.
- Expand understanding of content specific (art, music and physical education) standards and corresponding grade level expectations.
- Develop rubrics, share assessments, data collection strategies and use of protocols to examine student work.

The District and the Association in collaboration with Elementary Specials Coordinators support the following objectives for the 2016-2017 school year.

#### 2016-2017

Elementary Specials Coordinators will meet with Elementary Specials teachers on identified early release days (one per month) to accomplish the following:

- Implement report card revisions and provide feedback.
- Continue SLO development work.
- Continue work to understand content specific (art, music and physical education) standards and grade level expectations.
- Continue development of rubrics, sharing assessments, data collection strategies and use of protocols to examine student work.



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For the Board



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For the Association

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September 1, 2016

Date

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September 1, 2016

Date

## MEMORANDUM OF AGREEMENT

### EDUCATOR EFFECTIVENESS APEX (ADVANCING PROFESSIONAL EXCELLENCE)

The district and the Association support continued efforts for implementing the Educator Effectiveness law. Toward this end, the Educator Effectiveness Committee was established.

The purpose of this committee is to provide advice about important considerations from multiple perspectives using a collaborative and representative group for seamless transition and implementation of the APEX (Advancing Professional Excellence) evaluation system.

The Educator Effectiveness Committee has continued its work throughout the 2014-2015 school year. The committee will meet multiple times during the 2015-2016 school year.

The following costs in relation to the Educator Effectiveness Committee shall be paid for by the district:

- Substitute costs for certified staff serving on the committee
- Cost for facilitation of the committee

Committee work, meeting minutes and other related information is updated regularly and can be found at <https://sites.google.com/a/adams12.org/sb191-committee/>.



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For the Board



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For the Association

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September 1, 2016

Date

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September 1, 2016

Date

## MEMORANDUM OF AGREEMENT

### INTEREST BASED STRATEGIES COMMITTEE

In order to continue collaborative negotiations in the bargaining process, the district and Association are committed to the following:

- The Interest Based Strategies (IBS) Committee process was instituted during the 2013-2014 school year. This process was also used for school years 2014-2015 and 2015-2016. The Association and District shall use the IBS process for the 2016-2017 (Spring 2017) school year.
- The District and Association shall share the cost of facilitator(s) for the IBS Committee.
- The IBS Committee shall make recommendations regarding blocks of time for working time and caucus time.
- The selection of contract issues/articles to be addressed by the IBS Committee shall be through mutual consent.
- Process language contained in Article 4 - Negotiation Procedure is on hold for the 2016-2017 (Spring 2017) school year while the parties continue the IBS process. If the IBS Committee is not successful in their efforts and outcomes through mutual agreement, then the parties shall access Article 4 to guide the negotiations process.
- The District and Association shall review and determine recommended language changes to Article 4.2.5 - Fact Finding and Article 4.2.6 - Conducting Fact Finding. This work will commence no later than September 30, 2016 and recommended language changes shall be presented in the IBS sessions of Spring 2017 with the intent to introduce the changes into the contract for the 2017-2018 school year.

This Memorandum of Agreement shall be reviewed and updated during the 2016-2017 (Spring 2017) IBS certified negotiations.



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For the Board



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For the Association

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September 1, 2016

Date

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September 1, 2016

Date

## MEMORANDUM OF AGREEMENT

### SPECIALS STAFFING

The District and Association have acknowledged the need to develop a process for elementary specials when reduction of full-time to less-than-full-time FTE is necessary due to budget and/or school enrollment. A committee initiated this work during the 2012-2013 school year. The guidelines were developed and were implemented for the 2013-2014 school year.

#### 2014-2015

- The committee reviewed the guidelines and factors/parameters used to make FTE recommendations.
- The district committed to meet with individual group of specials teachers to further explain the district process for determining FTE allocation by elementary school.

#### 2015-2016 and 2016-2017

- The committee will continue to meet in the fall and spring to review FTE allocations.
- The district will revise guiding documents based on continued feedback from the committee.

The elementary specials staffing committee shall consist of the Chief Human Resource Officer, DTEA President, three teachers selected by the Association, and three principals selected by the district. The district and the Association may select a mutually agreed upon facilitator. This committee will meet at least once each year and report to the IBS Negotiations Team. The district shall pay the cost for professional leave days for teachers serving on this committee.



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For the Board



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For the Association

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September 1, 2016

Date

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September 1, 2016

Date

## MEMORANDUM OF AGREEMENT

### COMPENSATION STUDY COMMITTEE

The district and the Association agree to form a committee to analyze teacher compensation systems. The committee shall utilize the interest based strategies process to complete its work.

The Compensation Study Committee shall consist of:

- A mutually agreed-upon facilitator(s), costs to be shared;
- The Chief Human Resource Officer and DTEA President serving as co-chairs;
- Five DTEA representatives selected by DTEA, representing diverse interests;
- Five district representatives selected by the district, representing diverse interests.

The co-chairs shall engage in preliminary planning to determine the scope of the project, anticipated costs, time commitments of committee members and anticipated outcomes for the 2015-2016 and 2016-2017 school year. The district shall pay the cost for professional leave days for teachers serving on this committee.

#### 2014-2015 School Year

The committee met several times during the course of the school year. The “Study Phase” of the project was completed in partnership with a consultant to accomplish the following:

- “Listen Internal” - Stakeholder interviews were conducted.
- “Look Outward” - Examples of compensation work in other school districts across the country was explored and summarized for committee review.
- A compensation survey was developed and distributed for participation by teachers and administrators. Survey results were summarized and reviewed.
- Potential compensation options/pilots were identified as short-term and long-term opportunities.

#### 2015-2016 and 2016-2017 School Years

The work completed by the committee in the 2014-2015 school year is a foundation for the committee to continue its work to further refine short-term options and long-term objectives for implementation at a future date.

Short-term implementation – September 2015 and 2016:

- Adjustment to entry level salary
- A tiered signing bonus for hard-to-fill positions
- Explore potential pilot in priority improvement/turnaround school

Long-term objectives – Committee Work:

- Explore market-based compensation for Student Service providers – Clinician positions
- Explore teacher leadership aligned to compensation
- Explore compensation for options for title and title-like schools
- Explore potential pilot(s) in priority improvement/turnaround schools



The district and the Association may select subject matter experts to assist in the various phases of this work. Expenses associated with use of subject matter experts will be agreed upon between the district and the Association prior to engagement.

Accomplishments of the committee will be presented to the IBS Team for consideration during the 2016-2017 negotiations sessions. It is anticipated that this work will span multiple school years.

*Chris #down*

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For the Board

*Lari Goldstein*

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For the Association

**September 1, 2016**

\_\_\_\_\_  
Date

**September 1, 2016**

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**TRANSFERS AND REASSIGNMENTS**

The district and the Association have agreed to the “work status” of a teacher who is displaced from his/her assignment as described in Article 12, 12.7.8. Human Resources shall provide support for the displaced teacher to secure an assignment through the on-line application system. If the displaced teacher is not able to secure an assignment through the interview and selection process, the following condition shall apply:

- Year One – The teacher shall serve as a long-term substitute with eligibility for benefits and receive regular salary.
- Year Two – The teacher shall serve as a long-term substitute with eligibility for benefits and receive regular salary.
- Year Three – The teacher shall serve as a long-term substitute with eligibility for benefits and his/her salary shall be reduced to entry level (Step 1) annual salary of the applicable salary schedule. If at any time during the third year the teacher secures a teaching assignment, regular salary shall be restored with an effective date of the new assignment.

The status described above is an interim process until school districts are provided further legal guidance for interpretation and application of the Mutual Consent process. The district and Association agree to revisit this Memorandum of Agreement as part of the 2016 Interest Based Strategies (Certified Negotiations) session.

*Chris Adonis*

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For the Board

*Lori Goldstein*

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For the Association

**September 1, 2016**

\_\_\_\_\_  
Date

**September 1, 2016**

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Date

# MEMORANDUM OF AGREEMENT

## STRATEGIC COMMUNICATION

### Communication Protocol for Changes in Curriculum and Instructional Materials

The District and the Association are interested in using various strategies to improve communication when implementing changes in curriculum and instructional materials. The intent is to produce a communication tool that is efficient for use and is accessible for staff. We are committed to the following strategies:

1. "The Why" – Explanation of the decision to implement new curriculum or change existing curriculum. Examples: This decision is due to a change in state or federal law. We have compelling student achievement data that makes this decision important at this time. Teachers have requested a change in the materials and/or support structures. Content standards have changed. A change in District or Board of Education policy is prompting this curricular decision.
2. What are the desired outcomes associated with the decision?
3. Who are the decision makers and how were teachers selected and represented throughout the process?
4. Share "key" time lines, pacing, explanation of expectations and feedback while providing teachers with opportunities to exercise professional judgment and time to see results.
5. Consider various supportive communication tools such as a blog, newsletter or a question and answer forum for timely feedback.
6. Inform stakeholders as to what process will be used to evaluate effectiveness of the change in curriculum and/or instructional materials.
7. Learning Services will communicate content areas that are being created or revised and grade levels impacted for the upcoming school year starting in the Spring of 2017.
8. Significant changes to units of study shall not be made more frequently than every three years unless one of the conditions in Item #1 (above) are present.
9. There is coordination between content areas with an interest in aligned curriculum that maximizes delivery of instruction.
10. Revisions or updates are summarized and shared at the time of distribution.
11. DTEA President and Chief Academic Officer will meet periodically or as needed during the school year to monitor progress.



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For the Board



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For the Association

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September 1, 2016

Date

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September 1, 2016

Date

**MEMORANDUM OF AGREEMENT**

**SABBATICAL LEAVE**

In addition to the Leaves of Absence provided for in Article 24, the District and the Association agree that the Board of Education, in its sole discretion, may grant a sabbatical leave of absence to a teacher elected to the position of Vice President of the Colorado Education Association.

The sabbatical leave may be for a time period of up to three years for the term of office as Vice President.

The specific terms of the sabbatical leave shall be expressed in a written agreement.

During any sabbatical leave granted, the teacher shall render services to the District in the manner set forth in the written agreement.

Upon return from sabbatical, the teacher shall comply with the terms of the written agreement.

The duration of this Memorandum of Agreement shall be from July 1, 2015 through June 30, 2018.



For the Board



For the Association

November 18, 2015

Date

November 18, 2015

Date

**CERTIFIED CONTRACT NEGOTIATIONS – SPRING 2016**  
**SUMMARY OF AGREEMENTS**

<b>ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS</b>	
Preamble	<ul style="list-style-type: none"> <li>Language updated to reflect current federal and state law as it relates to discrimination. (See Superintendent Policy 4140.)</li> </ul>
Article 2 General	<ul style="list-style-type: none"> <li>Language updated to reflect current federal and state law as it relates to discrimination. (See Superintendent Policy 4140.)</li> </ul>
Article 14 Personnel Appraisal System	<ul style="list-style-type: none"> <li>APEX dates updated for 2016-17.</li> </ul>
Article 16 Teacher Facilities	<ul style="list-style-type: none"> <li>Language addressing distribution of a printed telephone directory deleted to reflect current practice of electronic delivery.</li> </ul>
Article 22 Temporary Leave	<ul style="list-style-type: none"> <li>Language updated to comply with a change in interpretation of PERA regulations for the payout of temporary leave when an employee exits the organization. There is no change in practice. (Housekeeping)</li> </ul>
Article 24 Sick Leave Bank	<ul style="list-style-type: none"> <li>Annual reconciliation of Sick Leave Bank hours reviewed to confirm that bank operated in the black for 2014-15 in terms of hours donated vs. hours used. (No language change)</li> </ul>
Article 31 Effective Dates of Agreement	<ul style="list-style-type: none"> <li>Contract shall be extended from August 31, 2018 to August 31, 2021.</li> </ul>
Appendix A, Item 6 Career and Technical Education	<ul style="list-style-type: none"> <li>Language updated with current Career and Technical Education designations. (Housekeeping)</li> <li>Language added to address that newly-hired Career and Technical Education teachers without a Bachelor's degree shall be allowed to move horizontally from BA to BA40 on the certified salary schedule.</li> </ul>
Appendix A, Item 10.A Salary Schedule	<ul style="list-style-type: none"> <li>Total 2.07% compensation increase as follows:               <ul style="list-style-type: none"> <li>.5% cost of living increase on base first teacher duty day of 2016-17.</li> <li>There shall be no vertical movement on the salary schedule for 2016-17.</li> <li>District will cover the .65% PERA (AED and SAED) increase which goes into effect January 1, 2017, the portions of the PERA increase designated to be paid by employers and employees.</li> <li>Teachers shall receive one day off with pay. Specific day/date to be determined by the District and the Association (.54%).</li> <li>District shall cover medical health care insurance increase of 3.88% starting January 1, 2017 (.38%).</li> </ul> </li> </ul>
Appendix A, Item 10.F Doctorate Without Masters	<ul style="list-style-type: none"> <li>Language added to confirm placement and horizontal movement for staff who hold a doctorate but do not have a masters.</li> </ul>
Memorandum of Agreement Compensation Study Committee	<ul style="list-style-type: none"> <li>MOA changed to reflect additional dates for 2016-17.</li> </ul>

**CERTIFIED CONTRACT NEGOTIATIONS – SPRING 2016**  
**SUMMARY OF AGREEMENTS**  
(cont'd)

<b>ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS</b>	
Memorandum of Agreement Elementary Specials Report Cards	<ul style="list-style-type: none"> <li>MOA subtitle added as follows: “Report Card Revisions &amp; Student Learning Objectives (SLO)”, and objectives outlined for 2016-17.</li> </ul>
Memorandum of Agreement Interest Based Strategies (IBS) Committee	<ul style="list-style-type: none"> <li>MOA language updated.</li> </ul>
Memorandum of Agreement Sabbatical Leave	<ul style="list-style-type: none"> <li>New MOA established to address terms of a sabbatical leave for a teacher released to the position of Vice President of the Colorado Education Association.</li> </ul>
Memorandum of Agreement Specials Staffing	<ul style="list-style-type: none"> <li>MOA dates updated.</li> </ul>
Memorandum of Agreement Strategic Communication	<ul style="list-style-type: none"> <li>New MOA established to address communication protocol for changes in curriculum and instructional materials.</li> </ul>
Memorandum of Agreement Student Support Services Workload	<ul style="list-style-type: none"> <li>MOA deleted; committee’s work completed and recommendations made.</li> </ul>

Remaining Memoranda of Agreement not referred to remain unchanged.

<b>ADDITIONAL AGREEMENTS</b>	
IEP Writing Days	<ul style="list-style-type: none"> <li>Confirmation that District will support two IEP writing days for Learning Specialists, Affective Needs, Significant Support Needs, Structured Learning Services and Speech Language Pathologists.</li> </ul>
Full-Time Status For Benefits	<ul style="list-style-type: none"> <li>Certified staff whose FTE is equal to or more than .75 will be considered full-time for purposes of medical, dental and vision insurance.</li> </ul>