

MASTER AGREEMENT

between

Board of Education
Adams 12 Five Star Schools,
Adams County

and

District Twelve
Educators' Association (DTEA)



School Year
2023-2024

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 is the mutual aim and responsibility of both parties. This has been and shall continue to be a joint concern of the Board, the Superintendent, and the representatives of the professional staff.

Teaching is a profession requiring special qualifications and training. The quality of the program 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 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 in Adams 12 Five Star Schools requires mutual understanding and cooperation between the Board and the educators; 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 and the Association affirm that they recognize that it is imperative that all educators represented by the Association be sensitive to the needs and aspirations of children, regardless of race, color, sex (including pregnancy, childbirth, and related medical conditions), age, religion, creed, national origin (including ethnicity), ancestry, genetic information (including family medical history), marital status, sexual orientation, transgender identity, gender identity, gender expression, or disability ("protected classes"), 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 Educator, 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 educator 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 educator 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 educators 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 educators are required to be on duty.
- 1.11 The term Current Substitute Rate will be defined as the most frequently occurring, or mode, of daily substitute educator rates of the previous school year plus benefits (PERA and Medicare).
- 1.12 The term Memorandum of Agreement (MOA) shall be defined as a temporary change or modification to the Agreement that is negotiated and ratified by the Association and Board of Education. MOAs are generally used for short-term projects or pilot programs. MOAs need to be renewed on an annual basis and are published in the Agreement.
- 1.13 The term Temporary Letter of Agreement (TLA) shall be defined as a temporary change or modification to the Agreement that was agreed to by the Superintendent, on behalf of, and through consultation with, the Board of Education, and the Association President on the behalf of, and through consultation with, the Executive Board of the Association. TLAs are intended to be written in response to situations in which it is necessary for the district to respond to a unique or extraordinary circumstance, such as responding to a declared emergency at the federal, state, or county level more quickly than normal ratification procedures allow. The TLA shall only be in effect for the school year that they are agreed upon, unless otherwise extended by both parties. TLAs are not intended to be considered a permanent change to practice, policy, or procedure. TLAs shall be shared with the impacted stakeholders at the time of agreement and shall be published in the following year's Agreement for archival purposes.

ARTICLE 2

General

- 2.1 Neither the Board nor the Association shall discriminate against any educator on the basis of race, color, sex (including pregnancy, childbirth, and related medical conditions), age, religion, creed, national origin (including ethnicity), ancestry, genetic information (including family medical history), marital status, sexual orientation, transgender identity, gender identity, gender expression, or disability (“protected classes”), or other basis prohibited by applicable law, membership or non-membership or activity in any educator organization or professional organization, or religious or political activity or lack thereof. Inquiries regarding the district’s action or reaction shall be handled according to district policy.
- 2.2 The Association shall admit persons to membership without discrimination on the basis of race, color, sex (including pregnancy, childbirth, and related medical conditions), age, religion, creed, national origin (including ethnicity), ancestry, genetic information (including family medical history), marital status, sexual orientation, transgender identity, gender identity, gender expression, or disability (“protected classes”), or other basis prohibited by applicable law, and shall represent equally all educators without regard to membership or non-membership in any educator 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 educator 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 educator shall be consistent with the provisions of this Agreement. If any such contract between the Board and any individual educator 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 educators 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 percent (30%) of the educators which may be submitted between February 1 and March 1 of the year the Agreement expires, the Board 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 The negotiations team shall utilize an Interest-Based Strategies (IBS) negotiations model as outlined in Articles 4.1.1 through 4.1.12 below.
- 4.1.1 A jointly developed schedule for annual negotiations shall be completed by the parties by December 15. This shall include the identification of issues by the Chief Human Resources Officer and the Association President in the fall each year prior to commencement of the negotiations meetings. In the event that there is disagreement regarding schedule or issues, a solution will be developed by the negotiations team using the IBS process.
- 4.1.2 Members of the negotiations team are selected by the district and the Association with an intent to provide representation of grade level, subject matter, geographic region, historical knowledge, and other criteria that will best represent all stakeholders. The Board of Education shall have a maximum of two board members.
- 4.1.3 All members of the negotiations team shall be trained in the IBS process.
- 4.1.4 Topic experts or facilitators may be engaged by the district and Association. Either party may use the services of its own consultant during negotiations.
- 4.1.5 Negotiations are conducted using the IBS process (as currently defined by the Federal Mediation and Conciliation Services (FMCS)), which includes telling the story, identifying interests, brainstorming options, evaluating the options, creating straw designs, and reaching consensus about acceptable options. When consensus is reached, the Chief Human Resources Officer and the Association President shall affirm through a shared communication to the district that tentative agreement has been reached. Tentative agreement(s) are not binding upon either party until formally ratified by the Association and approved by the Board.
- 4.1.6 Notes are taken using electronic documents which are accessible to all members of the negotiations team.
- 4.1.7 Supporting materials or other documents are shared using a digital shared drive.
- 4.1.8 The Chief Human Resources Officer and Association President serve as facilitators, unless alternative facilitation is mutually agreed upon for the subcommittees. The purpose of the subcommittees is to prepare recommendations for the IBS negotiations team to consider. Subcommittees shall include an equal number of educators and administrators. The IBS negotiations team may request that subcommittees continue their work to develop additional ideas, information, or strategies for implementation.
- 4.1.9 The final negotiations meeting shall occur no later than ten calendar days prior to the end of the final educator work day of the school year, which allows time for a ratification vote prior to the last work day. Negotiations not concluded by the final educator work day shall continue by mutual agreement.
- 4.1.9.1 In the event that ratification does not occur prior to the end of the final educator work day, the ratification voting deadline shall be announced using district e-

mail ten (10) calendar days prior to the final educator work day unless otherwise agreed to by the Chief Human Resources Officer and the Association President.

- 4.1.10 Within a reasonable time after each session, the Association President and Chief Human Resources Officer (or their designees) shall draft a shared communication document which is previewed by the IBS team and then distributed to all employees.
- 4.1.11 In accordance with legal requirements, negotiations meetings, including subcommittee meetings, shall be open to the public.
- 4.1.12 Meetings shall be scheduled at times which will interfere least with the educator work day and the educational program. When it is mutually agreed that it is necessary, the district shall assume the cost of a substitute educator, if needed, for the educator's absence from their duties.

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 unless otherwise agreed to by the Board and the Association, 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 a summary of all relevant stories, interests, options, subcommittee reports and available straw designs which should thereby clarify the difference between the parties. This list shall be signed by the Chief Human Resources Officer and the Association President and presented to the mediator. The mediator shall be from FMCS unless mutually agreed otherwise. 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 Conducting Mediation
 - 4.2.3.1 The format, dates and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions. Once impasse has been declared, no news releases shall be made by either party or the mediator concerning the progress of such meetings. Nothing shall prohibit the parties from communicating internally with their own members or staff. 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.
 - 4.2.3.2 While in mediation, all IBS negotiations shall be suspended.
 - 4.2.3.3 The mediator will meet with the representatives of the Board and the Association, either separately and/or together.
 - 4.2.3.4 The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions, and may use consultants or advisors through the mediation process. 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.

- 4.2.3.5 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.
- 4.2.3.6 If mediation fails in whole or in part, the mediator shall report the issues in writing which remain in dispute to the respective parties.
- 4.2.3.7 Any unresolved issues after mediation may either continue in negotiations between the two negotiating teams or may be submitted to fact finding if either party so requests. If no request is made, negotiations shall conclude on these unresolved issues with no changes to the agreement.

4.2.4 Fact Finding

- 4.2.4.1 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.
- 4.2.4.2 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 all relevant stories, interests, options, subcommittee reports and available straw designs, which should thereby clarify the difference between the parties. This list shall be signed by the Chief Human Resources Officer and the Association President and presented to the fact finder within a reasonable time after the fact finder is chosen.
- 4.2.4.3 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.
- 4.2.4.4 The parties shall mutually agree upon the selection of a fact finder within thirty (30) calendar days of the failed mediation. 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:
 - 4.2.4.4.1 If the parties are unable to mutually agree upon a fact finder 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.
 - 4.2.4.4.2 Each party shall have up to seven (7) working days unless otherwise agreed to by the Board and the Association, from time stamped date to time stamped date using electronic communication, 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 FMCS. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

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

4.2.4.4.4 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 FMCS shall appoint a fact finder from its other members without submitting additional lists.

4.2.5 Conducting Fact Finding

4.2.5.1 The applicable rules of the FMCS shall govern all matters of procedure, except as modified herein or by mutual agreement of the parties. The parties may confer with the fact finder to determine the applicable rules and any modifications. The parties shall reduce to writing certain ground rules for fact finding that shall include, but are not limited to, the summary of issues and questions to be determined by the fact finder, the parties' positions, the schedule for the hearing, witness list and exhibit exchanges, and other procedural matters.

4.2.5.2 The fact finder shall have the authority to hold hearings, make procedural rules, set the dates and times for the meetings, and request subpoena of any persons and documents relevant to the issues presented.

4.2.5.3 Hearings by the fact finder shall be conducted in open session at the request of either party or as required by law. By mutual agreement, if permitted by law, such sessions may be closed. In either event, neither party, nor the fact finder, shall make any news releases concerning the progress of such fact finding and hearings. The phrase "concerning the progress of fact finding and such hearings" shall mean from when fact finding is declared pursuant to Article 4.2.4.1 through the official action taken by the Board and Association pursuant to Article 4.2.5.16 below. This does not restrict either party from discussing matters with their respective members or staff at any time.

4.2.5.4 The fact finder shall determine the relevancy and materiality of the evidence offered.

4.2.5.5 The fact finder's recommendations shall be limited to selecting either party's presented position on each issue remaining in dispute. The fact finder shall not make other recommendations unless mutually permitted by the parties. The fact finder shall state the facts and any reasons in support of all recommendations.

4.2.5.6 The fact finder may consider each of the following factors:

a. State and federal laws that may apply.

- b. Any stipulations of the parties.
 - c. The interest and welfare of the public.
 - d. The ability of the parties to finance economic adjustments and the effect of such adjustments on the normal existing standards of public services provided by the district.
 - e. The parties' overall economic and non-economic priorities.
 - f. The comparability of compensation, economic factors, non-economic factors, and working conditions of other school districts. The comparable school districts shall be mutually agreed upon by the parties.
 - g. Other economic factors, including the general level of wage increases in public and private employment.
 - h. Other non-economic factors.
 - i. The common goal of providing excellence in educational services.
 - j. Any other factors mutually agreed upon by the parties.
- 4.2.5.7 Either party may request that an official record of all or part of the testimony taken at the fact finding hearings be made and a copy of any transcript or recording be provided to the fact finder. The party requesting a record shall pay the costs thereof except that if the other party also requests a copy of any transcript, both parties shall share equally the entire cost of making the recording or transcript, which may be done by a court reporter or other transcriptionist.
- 4.2.5.8 The parties shall be permitted to be represented at the hearing by attorneys or advocates and may have up to three advisory witnesses each, unless mutually agreed upon otherwise by the parties. All other witnesses shall be sequestered.
- 4.2.5.9 The parties shall attempt to agree to stipulated facts to be submitted to the fact finder as soon as possible in the process and in no event less than fifteen (15) business days prior to the hearing unless mutually agreed otherwise.
- 4.2.5.10 Ten (10) business days before the fact finding hearing, unless mutually agreed otherwise, the parties shall exchange written witness and exhibit lists, as well as copies of all documents that they intend to submit at the hearing. The parties shall have the ability to offer rebuttal witnesses and exhibits as necessary. Rebuttal witnesses and exhibits shall be disclosed as soon as reasonably practical. No Colorado Open Records Act request related specifically to the fact finding issues shall be made during the fact finding process prior to the exchange of exhibits and exhibit lists as set forth above. The parties shall use the fact finder to assist in resolving disputes regarding the exchange of information between the parties at any time.

- 4.2.5.11 The parties may agree to other ground rules as necessary in order to assist the fact finding process.
- 4.2.5.12 All communications with the fact finder shall be through the parties' attorneys or advocates only. Each party shall copy the other on all written communications to the fact finder. There shall be no *ex parte* communications with the fact finder.
- 4.2.5.13 Within a reasonable time not to exceed thirty (30) calendar days, unless mutually agreed otherwise, after conclusion of such hearings, the submission of post-hearing briefs or the submission of the transcript of the hearings, whichever occurs last, 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, reasoning, and recommendations on the issues submitted.
- 4.2.5.14 The fact finding report shall be advisory only and shall not be binding on the Board or the Association.
- 4.2.5.15 Within five (5) working days, unless mutually agreed otherwise, 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.
- 4.2.5.16 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, unless mutually agreed otherwise, after the meeting described in Article 4.2.5.15.
- 4.2.5.17 After this time, the fact finding report shall be declared a public document.

ARTICLE 5

Association, Educator, 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 educator 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 educator with respect to hours, wages, or any terms or conditions of employment, by reasons of their membership in a professional organization, their participation in any activities of a professional organization, or collective professional negotiations with the Board, or their 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 the Association. The Association will coordinate its involvement in the new employee orientation with Human Resources.
- 5.5 The Association shall have the privilege of posting notices of its activities and matters of organizational concern on the educator bulletin board located in the educator lounge. The Association shall have the privilege of using, in a reasonable manner, the district mail service, educator mail boxes, and the district e-mail system for communications to educators. Copies of all notices or bulletins posted on educator 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 their 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 educators shall be forwarded to the Association President 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 30 and Article 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 educators' salaries an amount to cover dues for the Colorado Education Association as the educators individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the Treasurer of the Association.
- 6.2 Every educator 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 their 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. Educators joining after the August payroll cut-off date shall have their dues pro-rated over the remaining months through July. 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 educator notifies the Association in writing. The Association will notify the school district Financial Services Department forthwith, on an appropriate form, that such educator desires to discontinue or to change such authorization, said notice to be received by the first day of November.
- 6.3 The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any educator 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 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 them for the month, no deductions will be made for that educator for that month.
- 6.6 Educators 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 educator.
- 6.7 The Association shall not make any direct or indirect contribution out of membership dues to any political party or political organization. Educators may voluntarily agree to an additional deduction as a contribution to the Association's political action committees.

ARTICLE 7

Shared Decision Making

- 7.1 Shared decision making is an opportunity for all stakeholders to have input in the decisions that impact their learning and working environment.
- 7.2 Each school shall develop procedures for shared decision making which engages all impacted stakeholders (including administrators, educators, 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 enables decisions to be made at the level closest to implementation.
- 7.2.1 Prior to the last Friday of September, the building/program administrator shall convene a meeting for the annual review of the building's shared decision making plan. Shared decision making training for the building/program 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/program timelines.
- 7.2.2 The building/program administrator shall provide their 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 Association office by the first Friday in October along with documentation of the mandatory annual review meeting.
- 7.3 Areas where educators shall be given opportunities to provide input shall include, but not be limited to, the following:
1. Expenditures of funds available to the building.
 2. Selection and mentoring of teaching staff.
 3. Input into the implementation of curriculum and selection of district-approved instructional material in accordance with district policies.
 4. Scheduling of elementary planning time.
 5. Building level professional development areas of focus taking into consideration student data, educator needs, the school's unified improvement plan, school status, specialized programming, and district-directed professional development initiatives.
- 7.4 In support of shared decision making, the district and the Association 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 Agreement.
 2. Enabling further clarification and understanding of shared decision making.
 3. Serving in an advisory capacity in the development, implementation and scheduling of training for shared decision making.
 4. Replicating effective building-based shared decision making strategies.

ARTICLE 8

Policy Council

- 8.1 The certified/licensed membership of the Policy Council shall include four (4) elementary educators, two (2) middle school educators, two (2) K-8 educators, and two (2) high school educators, appointed by the Association President, subject to the approval of the Superintendent. No Association official or any member of the IBS negotiations team may be a member of the Policy Council.
 - 8.1.1 Ad hoc committee(s) shall be formed as needed to assist Policy Council in reviewing challenged materials, activities, or presentations. The selection process for educator members shall be as described in Article 8.1.
- 8.2 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 or the Administration.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 The Policy Council is not empowered to negotiate for the Association or the Board. It may, however, consider items submitted to it in writing by representatives of the IBS negotiations team.
- 8.7 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.
- 8.8 The Policy Council shall make recommendations to the Superintendent concerning the school calendars for the ensuing year.

ARTICLE 9

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 educators and administrators within the local school unit. Through mutual respect and purpose, decisions will be made to the best advantage of both administrators and educators and, therefore, to the best interest of the students.

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

9.1.1 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 or decisions made through the unit shared decision making process.

9.2 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

- 9.2.1 In K-8 schools, there shall be at least one representative from middle level and at least one representative from elementary grades.
- 9.2.2 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.
- 9.2.3 To insure knowledgeable people on the job in spring and fall, elections shall be held in January or May of each year.
- 9.2.4 Vacancies will be filled by elections to that vacancy for the remainder of that term.
- 9.2.5 Faculty Advisory Council members may be elected to successive terms.
- 9.2.6 All elections under Article 9.2 shall be conducted by the faculty members within the school. All educators within the school shall be eligible to vote for and hold elective positions of the committee irrespective of membership in the Association.
- 9.2.7 A chairperson shall be elected by the current members of the Faculty Advisory Council. The chairperson shall be an educator.
- 9.2.8 Classified staff members in a building or unit may select representatives to be voting members of the FAC. The total number of classified voting members shall not outnumber the number of certified voting members.
- 9.3 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.
- 9.4 Additional administrators and/or educator(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.
- 9.5 Officers or designees of the Association, the classified association, and/or members of the central administrative staff may attend all Faculty Advisory Council meetings.
- 9.6 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.
- 9.7 Agendas and minutes of the Faculty Advisory Council meetings shall be available to the Superintendent and to the Association President upon request.

ARTICLE 10

Grievance Procedure

10.1 Definitions

- 10.1.1 A grievant shall mean an educator, a group of educators, or the Association filing a class grievance.
- 10.1.2 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 which affect educators 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.
- 10.1.3 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.
- 10.1.4 The term days, when used in this article, shall, except where otherwise indicated, mean school days; thus, weekends or holidays are excluded.
- 10.1.5 The Superintendent may designate their official representative at any level of the grievance procedure.
- 10.1.6 The Association may designate an official representative at any level of the grievance procedure.

10.2 Purpose

- 10.2.1 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 educators. Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

10.3 General Procedures

- 10.3.1 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.
- 10.3.2 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.

10.3.3 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 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.

10.3.4 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 Article 10.3.5 may be represented by the Association President or their designee, and the individual(s) signing the class action grievance, if so requested by the Superintendent or the Association President.

10.3.5 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 their 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 their official designee. Application of a class grievance must involve more than one educator, and those educators filing such grievance must be willing to sign the grievance, if so requested.

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

10.4 Individual Rights

10.4.1 Nothing contained herein shall be construed as limiting the right of any educator 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.

10.4.2 Any party in interest may be represented at any stage except arbitration, by a person of their own choosing, except that they may not be represented by a representative of any educator organization other than the Association.

10.5 Procedure

10.5.1 Level One

10.5.1.1 Prior to the filing of a written Level I grievance under this section, an educator is encouraged, but not required, to first discuss the grievance with their principal or immediate supervisor with the object of resolving the grievance informally. If the grievance is not resolved informally, then an educator with a grievance will file a written grievance with their 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 Resources Officer, the Level I Grievance shall be filed directly with the Chief Human Resources Officer within the time limit set forth in this section.

10.5.2 Level Two

10.5.2.1 If the grievant is not satisfied with the disposition of their 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 their written answer, to the Superintendent or their 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 their written decision to the aggrieved and the Association.

10.5.3 Level Three

10.5.3.1 If the grievant is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) school days after they first met with the Superintendent, they may (within five school days after a decision by the Superintendent, or fifteen (15) school days after they first met with the Superintendent, whichever is sooner) request in writing to the Association that the Association submit their 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.

10.5.3.2 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.

10.5.3.3 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.

10.5.3.4 The arbitrator selected will confer with the representatives of the Superintendent and the Association, and hold hearings promptly and shall issue their 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 them. The arbitrator's decision shall be in writing and shall set forth their 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.

10.5.3.5 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.

10.6 General Provisions

- 10.6.1 Copies of written grievances and decisions rendered will be transmitted promptly to the grievant, the principal, the Association President, and the Superintendent.
- 10.6.2 No reprisals of any kind will be taken by the Board 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.
- 10.6.3 Insofar as possible, the status quo of the parties shall be maintained pending the completed processing of any grievance.
- 10.6.4 No grievance may be submitted to arbitration except by the Association.
- 10.6.5 The sole remedy available to any educator for any alleged breach of this Agreement or any alleged violation of their rights hereunder will be pursuant to the grievance procedure.
- 10.6.6 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.
- 10.6.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 10.6.8 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.
- 10.6.9 The Board agrees to make available to any grievant and/or their 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.

- 10.6.10 Should the investigation or processing of any grievance require that an educator or an Association representative be released from their 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.
- 10.6.11 No grievance shall be recognized by the Board 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.
- 10.6.12 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 they have signed a waiver prepared by the district of their 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 11

Reductions in Force

- 11.1 The Superintendent or their 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.
- 11.2 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.
- 11.3 When the Board, consistent with State law, deems it necessary to reduce the certified/licensed staff, such reduction shall be administered in accordance with Appendix E.
- 11.4 Normal attrition shall be considered prior to any reductions in force.
- 11.5 In the event of reductions in force as described in Article 11.2, educators shall be reduced by non-renewal as required by law.
- 11.6 The Board shall notify the educators 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 educators shall be notified of their right to appeal through the Grievance Procedure and/or the Colorado Teacher Employment, Compensation and Dismissal Act of 1990.
- 11.7 The Board shall determine the order of reductions in force and provide such a list to the educators affected and the Association not later than June 1 of that academic year.
- 11.7.1 Prior to any reductions in force, the Administration shall investigate all possible assignments for which all affected educators are endorsed.
- 11.8 Any non-probationary educator 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 educator may apply for any available vacancy for which they have an endorsement or equivalent.
- 11.9 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 educator is rehired within eighteen (18) months of the date of termination:
- 11.9.1 Accumulated temporary leave and status in the sick leave bank, provided no previous reimbursement has occurred.
- 11.9.2 Position on the salary schedule.
- 11.9.3 Non-probationary status.
- 11.9.4 Educators 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 12

Student Educators

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

ARTICLE 13

Transfers and Reassignments

13.1 General Provisions

13.1.1 Educators 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 educator will be notified as soon as possible.

13.1.2 The term transfer as used in this Article shall mean a change in assignment from one building to another. The term reassignment shall mean a change of assignment in subject area or grade level or both within a single building. For return from leave of absence, see Article 24. 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 educators are displaced from their assignments as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

13.1.3 Educators within a building shall be notified of all vacancies within their respective buildings. Educators who file requests for reassignment with their building principal shall be interviewed and given preferential consideration in filling these vacancies if the educator 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 their designee prior to the date of interview.

13.1.4 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 five (5) working days. Educators seeking such positions shall complete an online application and apply for positions. The principal shall interview educators according to the published procedure established by Human Resources, 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 three (3) working days.

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

13.1.6 Educators may apply for any vacancy for which they are qualified.

13.2 Voluntary Transfers Through the School-Based Hiring Process and Reassignment

13.2.1 Educators 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. Educators may request the interview questions and the points received for each qualification.

- 13.2.2 If more than one educator has applied for the same position, an interview team consisting of administrator(s), educator(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/endorsement or equivalent; length of service in the district; teaching experience.
- 13.2.3 In the determination of requests for reassignment by the educator, the convenience and wishes of the individual educator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.
- 13.2.4 Should an educator feel that they have compelling personal and/or professional reasons for desiring a transfer, they are encouraged to speak to a building administrator and/or speak directly and confidentially to the Chief Human Resources Officer to express such concern. Such a request will be given individual attention.
- 13.2.5 Voluntary transfers that occur fifteen working days before the start of the school year and until the end of the school year shall happen once the position being vacated has been filled, for a duration of no more than four weeks. This four week time period could be adjusted in consultation with the educator, current and receiving supervisor and with approval from the Chief Human Resources Officer and the Association President.

13.3 Administrative Transfers and Reassignments

The Board and the Association recognize that some transfer of educators 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.

- 13.3.1 An educator shall be administratively transferred or reassigned only for valid and sufficient educational reasons. The transfer process will be determined by the Superintendent or their designee in consultation with the educator, Association President or their designee, and the principal of the proposed receiving school.

13.4 Student Services Caseload Adjustments

- 13.4.1 If any change is needed due to inequities of caseload or other legitimate reasons, educators from that area shall be notified in writing about a meeting to discuss options. At this meeting, educators 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:
 - 13.4.1.1 Move as few educators as possible in order to maintain the ability to provide students a free appropriate public education in the students' identified least restrictive environment.
 - 13.4.1.2 Equalize caseloads within a reasonable range.
 - 13.4.1.3 Meet individual preferences whenever possible.

13.4.2 When the identified area requires a reduction in force, Appendix E and Article 11 shall be utilized as per the Agreement.

13.5 Exchange of Positions (in-district)

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

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

1. Exchanging educators 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 educators are considered as holding a position in their home school.
4. The proposal is submitted in writing, with signatures of the educators and principals, to Human Resources 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 educators, principals, Association and Human Resources), the exchange assignment may become the regular assignment.

13.6 Looping is an instructional practice in which an educator advances with their current grade level students to the next grade level(s) and returns to their original grade level assignment.

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

13.6.2 Looping shall be a voluntary change in assignment for all affected educators.

13.6.3 Educators shall return to original assignment upon completion of the looping assignment.

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

13.6.5 Educators desiring not to return to the original position (assignment) must seek reassignment or transfer according to Article 13.

13.7 Mutual Consent Placement Process

13.7.1 Priority Hiring Pool – Non-Probationary

13.7.1.1 Schools shall notify Human Resources of any non-probationary educator identified for transfer out of the school as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

13.7.1.2 Any active non-probationary educator who in the prior school year was rated “Effective” or “Highly 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 educators, along with a minimum of two in-district educators as referenced in Article 13.2.1, shall be provided the opportunity to interview for available positions through the current and immediately succeeding hiring cycle for which they are qualified.

13.7.2 Human Resources shall provide the identified non-probationary educators guidance on how to apply for vacant positions through the district on-line application system. Human Resources shall confirm educator qualifications and the positions for which the educator has an endorsement or equivalent. It is the responsibility of the educator to complete the on-line application/transfer form in order to be considered by the mutual consent placement team for the vacancy of interest.

13.7.3 Educators selected for interview must demonstrate effectiveness by: Review of prior school year evaluation indicating effective or higher, holding an endorsement or equivalent 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 an educator does not secure a mutual consent placement at a building, the district shall advise the educator of the specific reasons why the educator was not selected within five (5) work days. The notice shall include all evidence that was considered. The educator shall have the right to appeal that decision through the grievance procedure.

13.7.4 An educator 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) educators employed at the school who are selected by certified staff to represent them in the interview and selection process.

13.7.5 Non-Probationary Without an Assignment

At the start of the school year, non-probationary educators who were not recommended for transfer to a vacant position through the mutual consent placement process may be utilized as a temporary substitute educator in the capacity of long-term, short-term, “day to day”, and or instructional support and paid their current salary while the non-probationary educator continues to apply for vacancies for which they are qualified.

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

13.7.5.2 Failure of an educator to accept placement in a temporary position for which they are qualified shall terminate any further obligation on the part of the district to maintain employment.

13.7.6 Non-Probationary Without an Assignment for Two Hiring Cycles

Non-probationary educators who have not secured a certified position after two (2) hiring cycles shall be placed on an unpaid leave of absence. A hiring cycle is defined as March 1 – August 31. The first hiring cycle shall begin at the time of notification of the elimination of the position. The second hiring cycle shall be March 1 – August 31 of the next year.

13.7.7 Unpaid Leave of Absence Due to No Assignment

Non-probationary educators on an unpaid leave of absence as defined in Article 13.7.6 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 educator secures a position through the mutual consent placement process while on the unpaid leave of absence, they 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 shall be reinstated as an active certified staff member. Non-probationary educators on unpaid leave do not accrue years of service credit.

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

13.7.8 Mutual Consent Reassignment

In schools anticipating a decline as defined in Article 13.1.2 for the following school year, effectively rated non-probationary educators impacted by this decline shall be reassigned. Educators interested in being considered for existing vacancies within their building shall be granted an interview. The interview shall be conducted through the mutual consent placement process as described in Article 13.7. The mutual consent reassignment process shall be conducted before a position may be posted externally. If the educator does not secure an in-building assignment, the Association President shall be notified by the building principal within five (5) work days and the educator's assignment shall be as described in Article 13.7.5.

- 13.8 When any educator 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 educator for expenses incurred for tuition, fees, transportation, and materials for courses at a location as specified by the district.

ARTICLE 14

Change in Position

- 14.1 Vacancies in positions paying a salary differential and/or positions on the administrative/supervisory level shall be filled pursuant to the following procedures:
- 14.1.1 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.
 - 14.1.2 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.
 - 14.1.3 Certified/licensed personnel who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or their authorized agent within the time limit specified in the notice.
 - 14.1.4 Such vacancies shall be filled on the basis of qualification for the vacant post.
 - 14.1.5 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.
- 14.2 Non-Renewed Educators
- Non-renewed educators 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 educator applicant files will be reviewed and at least two (2) such educators will be interviewed if that many apply.
- 14.3 Limited Contract Educators
- Pay for limited contract educators shall be as per step and level of the salary schedule, and they shall be eligible for all other fringe benefits. Limited contract educators shall receive one year of experience credit for each consecutive year they teach under a limited contract, provided the educator 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.
- 14.4 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 15

Personnel Appraisal System

- 15.1 The district and the Association recognize that the basic purpose of educator evaluation is to advance professional excellence. The cycle of evaluation for educators 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.
- 15.2 APEX is the professional growth and performance system for educators 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.
- 15.3 We believe high-quality reflective educators create high performing schools.
 - 15.3.1 We believe in a growth mindset for all educators.
 - 15.3.2 We believe professional relationships built on mutual respect and transparency enhance everyone’s practice and elevate our profession.
 - 15.3.3 We believe reflective practice and professional collaboration make educators more effective.
 - 15.3.4 We believe in continuous improvement rather than perfection.
- 15.4 Each school location shall make available five (5) paper copies of the APEX guide.
- 15.5 APEX Process Dates

See APEX guide for details and explanation of the Review Cycle.

August	APEX Training for Evaluators
September	Training and Orientations for Educators
October	Self-Assessment and Professional Growth Plan (PGP) Goals
October	Measures of Student Learning (MSL)
October	Student Learning Objectives (SLOs)
November 15	Supervisor Approval of PGP and SLOs
January 31	Completion of Mid-Year Conversation
No later than 14 calendar days prior to the last day of instruction	Completion of End-of-Year Conversation and Final Effectiveness Rating

- 15.6 Performance Cycle – Minimum Requirements
 - 15.6.1 Self-Assessment – All educators shall complete a self-assessment as part of the performance appraisal process. The educator may at their discretion share the self-assessment with their respective evaluator. Educators are highly encouraged to share the self-assessment as part of professional self-reflection and collaboration in the appraisal process.

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

15.6.2.1 Probationary Educators – Probationary educators receive at least two documented observations and one evaluation that results in an on-line written evaluation report each academic year. Probationary educators 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 educators retained may receive a revised final evaluation in the first quarter of the following school year when all measures of student learning are available.

15.6.2.2 Non-Probationary Educators – Non-probationary educators 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 educators 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.

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

15.6.3.1 Be in writing;

15.6.3.2 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;

15.6.3.3 Be specific as to the strengths and weaknesses in the performance of the individual educator being evaluated;

15.6.3.4 Specifically identify when a direct observation was made;

15.6.3.5 Identify data sources; and

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

15.7 Professional Growth Plan

15.7.1 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 educator and evaluator to discuss and document areas for growth and improvement to be included as part of the next performance cycle.

15.8 Remediation Plan

15.8.1 A remediation plan is required when there are identified performance concerns that result in a rating of “Ineffective” or “Partially Ineffective”. The educator whose performance evaluation includes a remediation plan shall be given an opportunity to improve their 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, they shall receive written notice that their 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.

- 15.8.2 The performance evaluation system shall also ensure that the standards and criteria identified in the rubrics are available to all educators in writing through the on-line system and are communicated and discussed by the educator being evaluated and the evaluator prior to and during the course of the evaluation.
- 15.8.3 The electronic sign-off on the report of any educator shall not be construed to indicate agreement with the information contained in the evaluation report. If the educator being evaluated disagrees with any of the conclusions or recommendations made in the evaluation report, the educator may attach any written explanation or other relevant documentation that the educator deems necessary.
- 15.8.4 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.
- 15.8.5 The non-probationary educator 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 Educators.

15.9 Miscellaneous Provisions

- 15.9.1 A foundation for the APEX system is one of mutual respect and transparency. It is expected that all observations of the work performance of an educator shall be conducted in an open and professional manner and with full knowledge of the educator. 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 educator. Deliberate eavesdropping and the use of the public address, audio/video systems, and similar devices for eavesdropping shall be prohibited.

15.10 Required Formal Observation(s) – Follow-Up Conversation

- 15.10.1 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 educator 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 educator and evaluator.
- 15.10.2 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 educator. Face to face conversation is important when the evaluator has performance concerns.

15.11 Appeal Process – Non-Probationary Educator

- 15.11.1 The following requirements shall apply to the appeal process for a non-probationary educator 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. An educator shall lose non-probationary status after receiving two consecutive ratings of either ineffective or partially effective.

- 15.11.2 The appeal process shall allow for a final determination of the appealing educator's Performance Evaluation Ratings and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment and/or termination.
- 15.11.3 The appeal process shall be voluntary for the educator and initiated only if the educator chooses to file an appeal. The appeal process shall allow the non-probationary educator to appeal the rating of ineffectiveness to the Superintendent or designee and shall place the burden upon the non-probationary educator to demonstrate that a rating of "Effective" was appropriate.
- 15.11.4 The educator whose performance is deemed to be ineffective or partially effective shall receive written notice through the on-line RANDA system that their performance evaluation shows a rating of ineffective or partially effective. A copy of the documentation relied upon in measuring their performance and identification of deficiencies shall also be included.
- 15.11.5 The appeal process timeline shall begin on the date that the educator receives a second consecutive Performance Evaluation Rating of ineffective or partially effective. The educator shall file a written notice of appeal with Human Resources within fifteen (15) calendar days after receiving their rating. The appeal process shall conclude no more than forty-five (45) calendar days after they receive the Performance Evaluation Rating.
- 15.11.6 These time requirements may be waived by mutual agreement of both the educator and the district.
- 15.11.7 APEX Review Panel
 - 15.11.7.1 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 educator's final Performance Evaluation Rating.
 - 15.11.7.2 The APEX Review Panel shall be comprised of members who were not directly involved in the evaluation process for the appealing educator.
 - 15.11.7.3 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) educators selected by the Association and three (3) administrators selected by the district. No more than six (6) panel members shall comprise the panel.
 - 15.11.7.4 The appealing educator 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 educator prior to the meeting to render a recommendation.
 - 15.11.7.5 The APEX Review Panel may invite the educator or the educator's evaluator to present in person or in writing where clarification is necessary; however, the educator and evaluator shall have the right of refusal without prejudice.

15.11.7.6 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.

15.11.7.7 The educator is permitted to appeal the second consecutive Performance Evaluation Rating of ineffective or partially effective. The educator 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.

15.11.7.8 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 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 educator); and/or
- The data relied upon was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible).

15.11.7.9 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 an educator's final Performance Evaluation Rating and whether a non-probationary educator shall lose their 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.

15.11.7.10 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 educator shall receive a "no score" and shall not lose their non-probationary status. However, if in the following academic school year that educator 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 educator shall be subject to loss of non-probationary status. The educator may choose to file an appeal.

15.12 Standards and Criteria

The APEX Committee (the district's 1338 committee) shall develop and adopt standards and criteria for the evaluation of certified staff in accordance with Colorado state law. These standards shall be published on the district website and included in the APEX manual.

15.13 Any educator who is not recommended for reemployment shall be given the reasons in writing.

15.14 Induction / Licensure

Induction programs fulfill the state requirements for moving from an initial to a professional license. To progress from an initial to a professional license, the educator inductee must complete the process of the district Induction Program and meet other applicable state requirements for the position held by the educator.

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

15.14.2 Each initially licensed educator 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.

15.14.3 The primary roles of the mentor are to teach, coach, advocate for, and guide the mentee. The mentor will be district-trained and be from the same location, when possible, and will closely match the mentee in terms of assignment, when possible. Except for extraordinary circumstances, mentors shall be assigned responsibility for no more than two (2) mentees.

15.14.4 A satisfactory rating on the performance evaluation shall not be a prerequisite for completing the district Induction Program.

15.14.5 Upon completion of the district Induction Program, the educator has the responsibility of submitting all required forms, fees, coursework, and other paperwork to the Colorado Department of Education for a professional license.

15.15 Educator Effectiveness Committee APEX (Advancing Professional Excellence)

The purpose of this committee is to review effectiveness of the APEX (Advancing Professional Excellence) evaluation system, monitor APEX procedures, and serve in an advisory capacity regarding the implementation of the APEX evaluation system or any new legislation related to the evaluation system. This committee also facilitates the appeals process.

15.15.1 The Educator Effectiveness Committee continues its work throughout each school year, meeting regularly (at least as often as required by state law). The Educator Effectiveness Committee is comprised of educators, district administrators, principals, community representatives, and Association leadership representatives.

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

- Substitutes for certified staff serving on the committee
- Facilitation of the committee

15.15.3 The Committee's work, meeting minutes, and other related information shall be updated regularly and shall be posted on the district website. The Committee shall ensure that the APEX Guide includes guidance for implementation, procedures, timelines, sample documents, resources and frequently asked questions and is available on the district website.

ARTICLE 16

Personnel Records

- 16.1 Building and central administration educator files shall be reasonably secure.
 - 16.1.1 Only one file shall exist per educator at the building level and only one educator file shall exist at central administration, with the exception of a confidential file.
 - 16.1.1.1 Whenever a confidential file comes into existence, the affected educator(s) shall be notified in writing within three (3) school days. Copies of all documents in the confidential file shall be provided to the educator at that time. Copies of additional documents shall be provided at the time of placement in the file.
 - 16.1.2 The affected educator shall be provided a copy of any and all documents at the time of placement into the building file or central administration file.
 - 16.1.3 Such building and central administration files shall be made available for review by the educator within two (2) school days of review request. Copies shall be furnished to the educator upon request.
 - 16.1.4 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 Resources Officer shall, upon an educator's request, attach notification that the problems have not reoccurred.
- 16.2 The educator 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 17

Educator 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 educator facilities of the nature listed below:

- 17.1 Space in each classroom or work area where each educator may safely store materials and supplies. The Board shall not be held to be the insurer of the educator's personal belongings stored in such space. Secure space shall also be made available for summer storage.
- 17.2 A desk, chair, and a lockable 4-drawer or two 2-drawer metal file cabinet(s) shall be provided for each educator.
- 17.3 Every school shall have at least one telephone in a private atmosphere for use by educators 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.
- 17.4 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 educator workroom.
- 17.5 All areas of the school utilized by educators shall be clean, adequately heated or cooled where cooling systems exist, lighted and ventilated.
- 17.6 A workroom for educators containing equipment and supplies to aid in the preparation of instructional materials.
- 17.7 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.
- 17.8 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.
- 17.9 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 18

Academic Freedom and Challenged Materials

- 18.1 The district and Association agree on the value of academic freedom, based on the idea that the free exchange of ideas within schools is essential to quality education. Specifically, academic freedom is the right of educator(s), acting both as individuals and as a collective, to have voice in: (1) the curriculum; (2) course contest; (3) teaching; (4) student evaluation (grading); and (5) the conduct of scholarly inquiry. The right of district educators are supported by our institutional practices of shared decision making and due process. Academic freedom ensures that schools are institutions in which the skills of inquiry may be taught and practiced, and places where students and educators can challenge the conventional wisdom of any field of art, science, politics, or others. Academic freedom does not give educators a right to depart from the required curriculum.
- 18.2 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 constitutions of the United States and of the State of Colorado and state statues.
- 18.3 If curriculum, instructional materials, and/or activities are questioned by a parent or the public, the procedures described in district policies 1500 and 6220 shall be followed.
- 18.3.1 When materials, methods, resources, instructional activities, and/or presentations used at only one school are challenged, the affected classroom teacher shall have the opportunity to submit written materials and to make a summary presentation to explain their position at each meeting, conference, challenge, appeal, or other step in the resolution process. The classroom teacher's opportunity to submit and present during the resolution process shall not be materially altered by potential future revisions to district policy 1500.
- 18.4 When an educator is using district approved materials as intended, the district will support the educator in resolving conflicts if they are challenged.

ARTICLE 19

Protection of Educators

- 19.1 The Board recognizes its responsibilities to give all reasonable support and assistance to the educators in the performance of their professionally assigned duties.
- 19.1.1 Any educator who suffers from an assault in connection with their employment shall, as soon as practicable, make a written report of the circumstances thereof to their principal and shall make supplemental written reports attaching copies of any summons, complaint, process information, indictment, notice or demand served upon them in connection with such assault within five (5) days after they have 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 educator, the Board will comply with any request by the educator 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 an educator alleging that they committed an assault or injury in connection with their employment, such educator, after making the reports described in Article 19.1.1 above, may request the Board's assistance in the preparation of the educator's defense. Upon receipt of such request, the Board will instruct its attorney to consult with the educator's legal counsel and cooperate with them in the preparation of the educator's defense, insofar as the interest of the educator and district are not conflicting.
- 19.1.4 Whenever an educator is absent from school as a result of personal injury caused by an assault, providing they are not guilty of criminal act, or other accident occurring in the course of their employment, they will be paid their 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 their annual sick leave. The Board will pay their 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 educator examined by a physician agreed upon by the educator and the Board for the purpose of establishing the length of time during which the educator is temporarily disabled from performance of their duties.
- 19.1.6 Said assault action shall have no bearing on current or future employment status of the educators involved. The above provisions shall be subject to the grievance procedure.
- 19.2 Whenever an educator 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 an educator upon any complaint directed towards the educator, nor shall any notice thereof be included in said educator'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 educator concerned, permitting them an opportunity for refutation.
- 19.3.1 The district shall provide any educator 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 educator of their right to notify the Association.
- 19.3.2 Students who are interviewed as part of an investigation of an educator 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 educator on administrative leave of the status of the investigation as soon as the investigation status changes.
- 19.3.4 Educators' 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 Educators 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 educator 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, their employment, an educator is threatened, harassed or stalked, the educator may request a meeting, to be held within one school day of the request. Meeting participants shall include the educator; Association representative, if requested by the educator; the building/unit administrator or their administrative designee. The district shall investigate the situation and take steps it deems appropriate and reasonable to protect the affected educator.
- 19.3.8 Within three days following district findings that the educator has been subjected to student conduct as described in Article 19.3.7, upon request, the district shall share administrative consequences for the student with the affected educator provided that sharing the requested information is legal.

- 19.3.9 Educators 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. Refer to Article 13.2.4 for the process for such transfer.
- 19.4 When arising out of, or in the course of, their employment, an educator's clothing and/or personal property are damaged, destroyed, or stolen as a result of willful malice, and when administrative review shows the educator has used reasonable judgment, the Board shall reimburse the actual cost to the educator 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. Educators 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 educator is not satisfied with the review, they may appeal the decision in writing within five (5) business days of the review to the review committee consisting of the Chief Human Resources Officer or their designee and the Association President or their designee. If the final decision of the review committee is disputed, the decision shall be referred to the Superintendent.
- 19.5 The principal or their 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 educators 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, an educator is harassed by another employee, they shall complete the Employee/Authorized Volunteer Protection Complaint Form (District Policy 4300) and documentation of harassment shall be forwarded to the Superintendent or their designee, building principal, and the Association President or their 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 Stipend

20.1 Certified Compensation Stipend

Educators hired prior to January 1, 2007 who resign from the district with a minimum of twenty (20) years continuous service classified as an educator with the district (Article 1.1) shall receive a certified compensation stipend. Beginning September 1, 2019 the stipend shall be \$86,242.50. In all cases one-fifth (1/5) of the stipend shall be paid out in an annual payment over 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.

Educators 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: Educators hired prior to January 1, 2007 who chose to participate in the One-Time Opt-Out Certified Compensation Stipend on or before February 28, 2007 are not eligible for the benefit described in Article 20.1 and will continue to receive \$1,000 annual additional compensation as long as they maintain continuous service as a certified employee with the district.

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 Resources Officer or their designee and the Association President or their designee in order to determine eligibility and approval for the certified compensation stipend.

Eligible educators 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 educator'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 educator when separation from employment is requested.

If an educator dies before the certified compensation stipend is fully paid, the remainder due will be paid in annual installments to their beneficiary.

ARTICLE 21

Intermediate Salary Steps

- 21.1 Quarter hours of community college, college or university credit obtained from an accredited institution, as determined by accrediting agencies approved by the U.S. Department of Education, shall be recognized for intermediate salary step increments:
- Credits earned since the highest degree was conferred will be recognized if 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 an educator's competency.
- 21.1.4 Related areas to teaching major and minor, and other assigned duties.
- 21.2 The educator 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 Salary advancement credit shall be issued for transcribed professional learning 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 professional learning credit shall be granted if the district assumes the full cost of the course and releases the educator from regular teaching/school responsibilities. Should the professional learning involve both district-paid released time and the educator's own temporary leave time (see Article 22.1.2.5) and/or non-contracted time, professional learning credit shall be granted proportionately.
- 21.3.1 Professional learning courses that require a practicum component shall have such hours count as class contact time.
- 21.3.2 When an individual educator is required or mandated as part of an identified and documented performance need by a school administrator to attend professional learning during contract time, the school shall assume the full cost of the course and the cost of coverage to release the educator from regular teaching/school responsibilities. An educator shall not be required to use their own temporary leave time to attend mandated or required professional learning during contract time. The educator shall receive salary advancement credit for attending any required or mandated professional learning.
- 21.4 Up to 15 quarter hours of any combination of adult education, non-district educational experience, or international travel/study experiences connected to school level major improvement goals or district major improvement goals shall count toward a lane change up to and including MA+90. A work product or description of how this shall be used in practice is required to be issued salary advancement credit.
- 21.4.1 Courses taken through pre-approved Adult Education Programs, such as those offered by the Colorado Department of Education, shall be granted salary advancement credit if such courses relate to the criteria listed in Article 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.

21.4.2 Approved non-district educational experience such as attendance at conferences related to the educator's national or state professional association or other criteria listed in Article 21.1, shall be granted salary advancement credit 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. If college credit is available for conference attendance, it must be taken in order to be granted salary advancement credit.

21.4.3 Pre-approved international travel/study experience must have an educational objective and be designed to broaden the educator's resources for working with children. International travel must relate directly to the educator's current assignment or certification/licensure endorsement. A follow-up report must be submitted to Human Resources. 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 international travel and one (1) quarter hour of credit shall be granted for 7-10 full days of international travel. A maximum of ten (10) quarter hours of international travel/study shall be accepted toward twenty (20) quarter hours of salary increment.

21.4.4 Any state-required, uncompensated training shall count as transcribed credit for the purpose of salary advancement.

21.5 Documents/transcripts received by the 10th of the month (except for June and December which are due by the 5th) will result in remuneration becoming effective for the same month.

21.6 A maximum of two (2) semester credits or 3.0 quarter hours shall be accepted toward each twenty (20) quarter hours of salary increment for the supervision of a student educator or for supervision of a similar unpaid internship.

21.7 Salary advancement credit shall be awarded to career and technical education educators in endorsed areas that do not require a degree for coursework completed for industry related certification or licensure, or any licensed educator without a Master's Degree. Approved coursework shall be calculated by total contact hours for the course or the combination of courses into quarter hour increments as described in Article 21.4. For each lane advanced, at least 15 quarter hours must be accredited university or district-related professional learning on pedagogical practices. District in-service credit for these courses shall be awarded in accordance with Article 21.4. Coursework is required to be directly related to the educator's current area(s) of teaching.

21.8 A review panel shall meet two times per year to create and monitor a list of providers of certification and licensure programs that support district CTE programs. The review panel shall consist of:

- Director of CTE
- A principal or designee from each career and technical school
- A principal or designee from a comprehensive high school
- A CTE educator from a career and technical school
- A CTE educator from a comprehensive high school
- A Human Resources representative
- Two Association representatives

The review panel shall determine coursework validity based upon factors to include, but not be limited to, the consideration of the degree to which the course is required for the CTE credential; consideration of the degree to which the course is requested/required by the principal; consideration of the degree to which the course shall provide industry certification for the school or students in the program; consideration of the degree to which the course is requested/required by the industry advisory committee as part of the program's five-year plan; consideration of the degree to which the course will add value to the guaranteed and viable curriculum (GVC) and instruction of students in the program; and consideration of the state, regional or national accreditation of the provider.

21.9 A review panel for non-CTE educators shall be selected based on the content being approved. Their appointment shall be agreed to by the Chief Human Resources Officer and the Association President. This review panel shall meet no fewer than two times per year to create and maintain a list of providers of approved adult education programs. This review panel shall consist of up to two of each from the following categories:

- Administrators
- Certified educators
- Association representatives
- Human Resources

21.10 Any appeal regarding credit granted for the purpose of salary advancement shall be heard by the Association President and the Chief Human Resources Officer.

ARTICLE 22

Temporary Leave

- 22.1 Each full-time educator 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. When returning from an unpaid leave of absence, temporary leave days shall be adjusted on a pro-rata basis and shall not be granted for any unpaid leave of absence.
- 22.1.1 A part-time educator shall be granted temporary leave days on a pro-rata basis determined by the start date and the part-time educator’s contractual service as it relates to a full-time educator’s contract. For purposes of this article only, a part-time educator shall mean an educator 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 educator's contract is terminated, if that is earlier, at the in-building substitute educator pay rate. Part-time educators’ reimbursable temporary leave shall be calculated on a pro-rated basis.

REIMBURSEMENT SCHEDULE

DAYS USED	DAYS LEFT*	REIMBURSABLE DAYS	REIMBURSEMENT
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 ARTICLE 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. An educator may elect through written notification to the Chief Human Resources Officer before December 31 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 Article 22.3. The remaining six (6) temporary leave days can be accumulated and reimbursed in accordance with Article 22.3. Further, the five (5) reimbursable days shall be deducted first each year.

The district may offer a second buyout period through mutual agreement.

22.1.2.1 Temporary leave may be used for the illness/disability of the educator, dental work of the educator, 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 educator 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, educators shall give the greatest possible amount of prior notification, and no less than the number of days of planned leave (e.g., five {5} days planned leave = five {5} school days prior notification at a minimum). The educator shall provide notification via e-mail, voice mail, or face-to-face. Collaboration shall occur between the educator and their principal/administrator to ensure high quality, professional preparations are made for planned absences. The principal/administrator shall not comment, inquire, or question orally or in writing any educator on use of their leave days.

22.1.2.2 When educators 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 educator rate, but will rather be subtracted from the days that can be accumulated and reimbursed under Article 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 educator, dental work of the educator, 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 an educator has exhausted their current and accrued temporary leave and a death occurs in their immediate family, the district shall grant up to five (5) additional temporary leave days paid by the educator at the current substitute educator rate. The amount will usually be automatically deducted from the educator's next scheduled paycheck based upon discussion between the Chief Human Resources Officer and the affected educator.

22.1.2.5 An educator may use their temporary leave for approved professional improvement; when doing so the days used shall be deducted from that educator'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 educator so directs.

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

22.1.4 If an educator 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 educator's prior accumulated temporary leave, if available. Any remaining obligation

will be deducted from the educator's last paycheck at the rate of 1/184th of the educator's salary.

22.1.5 Leave for employee's business is normally limited to one (1) day at a time. Educators 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 educator'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, but not be limited to, 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, or any other individual with whom the employee has a significant personal bond that is like a family relationship, regardless of biological or legal relationship.

22.2 When the educator/district becomes aware of conditions of employment which endanger the life of the educator or their family (limited to fifth disease, rubella, mumps, cytomegalovirus-CMV), the educator may choose to use their temporary leave days or be temporarily reassigned by the district as a substitute educator for the specific period of endangerment as determined and communicated to the district by the educator'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 educator's current per diem salary per day. The maximum number of reimbursable prior accumulated temporary leave days at this rate shall be 180. The educator 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 educator does not elect either option, the payment shall be made in a lump sum.

22.4 If an educator 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, an educator may buy back up to twenty (20) of the temporary leave days they used during the time period covered by the settlement at the current standard substitute educator rate.

22.6 Temporary leave time previously arranged will not be deducted in the event of a delayed start or closure due to inclement weather or other circumstances resulting in closure. This does not apply to approved leaves of absence.

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 educators and new hires shall automatically belong to the Sick Leave Bank unless the educator completes the district form indicating their desire not to belong to the Sick Leave Bank. Educator(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 educator in the bank shall donate one (1) day of their 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 shall balance annually to zero or a positive balance.

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: 1 hour or 2 hours, 3 hours, 4 hours, 6 hours or more) to balance the hours in deficit from the previous annual accounting.

23.2.4 For years when the annual reconciliation nets a positive balance outcome, those hours shall be confirmed and held to be applied in a future year to offset a negative balance.

23.2.5 After the annual reconciliation, the IBS team shall review and set the maximum number of temporary leave days that are to be depleted or used. Changes to the maximum number of temporary leave days shall be made to ensure the health of the Sick Leave Bank.

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 and has ever worked at least one (1) contract day and maintained continuous employment as an educator, they 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 fifteen (15) 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 educator's accumulated leave, the educator may borrow one day for each month remaining in the school year from their 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.
- 23.3.2 In the event that an educator has exhausted their current and accrued temporary leave after the return from consecutive medical leave status, at the request of the educator, the district shall grant up to five (5) additional temporary leave days paid by the educator at the current daily substitute educator rate. These days shall be used in accordance with the accrued leave policy and shall be used within the same school year that the consecutive medical leave commenced. The amount shall usually be automatically deducted from the educator's next scheduled paycheck based upon discussion between the Chief Human Resources Officer and the affected educator.
- 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 extreme illness and/or injury by the employee.
 - 23.4.1 After the ninety (90) 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 educator has been determined to be eligible for PERA short term disability after use of one hundred thirty (130) total Sick Leave Bank days, Sick Leave Bank benefits shall no longer be available to such educator. If the educator has been determined to be ineligible for PERA benefits, the educator may be approved for further Sick Leave Bank benefits, subject to meeting established Sick Leave Bank requirements.
- 23.5 An educator 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 educator.
- 23.7 To request use of sick bank days, the educator must submit the appropriate completed forms including the Certification of Health Care Provider form to Human Resources. 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 educators 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 An educator requesting a Leave of Absence shall submit to Human Resources the completed Leave of Absence Request Form signed by the educator'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 Resources Officer as far in advance as possible as to the intent and possible date of return of the educator. The educator 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 educator shall not be advanced one step on the salary schedule, if applicable, unless the educator 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 educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.
- 24.3 Family Medical Leave Act (FMLA) and Extension
- 24.3.1 An educator 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 a "rolling" twelve (12) month period measured backward from the date of any FMLA usage once eligibility has been established for purposes described in the FMLA, including, but not limited to, an employee's or family member's (as defined by FMLA) serious health condition, birth of a child, and baby-bonding/parental leave.
- 24.3.2 The district shall continue its contribution toward health, dental and vision insurance while the educator is on an approved twelve (12) week FMLA leave.
- 24.3.3 The educator shall be compensated as directed by law.

24.3.4 The educator 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. Educators 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 educator shall advance one step on the salary schedule if applicable.

24.3.5.2 Upon return from FMLA extension leave of absence, the educator shall not be advanced on the salary schedule, if applicable, unless the educator 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 educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

24.4 Leave of Absence for Other Employment

24.4.1 No leave for other employment shall be granted to educators 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 an educator's employment with the district.

24.4.4 An application for a leave of absence for other employment shall be made in writing. The application is due not later than thirty (30) calendar days before the beginning of the leave. The 30-day requirement may be adjusted in consultation with the individual, current supervisor, the Association President, and the Chief Human Resources Officer for exceptional circumstances.

24.4.5 Return From Leave

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

24.4.5.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

24.5 Exchange Teaching

24.5.1 Non-probationary educators may be granted an exchange teaching assignment of one (1) year, provided a person acceptable to the Board can be found with whom an exchange can be arranged. During such leave the district shall pay the educator all full-time salary and employee benefits. Upon return to the district, the educator 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 Resources 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 educator and/or benefit the district. The Board will reach a decision by April 1. A written confirmation of acceptance from the educator on a form provided by the district must be received by the Chief Human Resources 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 educator from accepting a previously confirmed leave (or other similar circumstances beyond the educator's control) the educator must notify the district in writing.

24.5.4 Return From Leave

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

24.5.4.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

24.6 Further Study

24.6.1 Non-probationary educators 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 their designee. Educators 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 Resources 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 educator and/or benefit the district. The decision of the Board will be made by April 1. A written confirmation of acceptance from the educator on a form provided by the district must be received by the Chief Human Resources 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 educator from accepting a previously confirmed leave (or other similar circumstances beyond the educator's control) the

educator shall notify the district in writing. If available, the educator shall remain in the educator's current position.

24.6.4 Return From Leave

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

24.6.4.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

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 educator.

24.7.1.1 Educators 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 educator shall be compensated as directed by the law.

24.7.2 Educators 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 educator's salary from the Armed Forces is less than the gross pay from the district, the educator 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 educator has a choice as to the time of service, the educator 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 educator shall be advanced one step on the salary schedule if applicable.

24.7.3.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

24.8 Serving in Public Office

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

24.8.2 If such educator 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 educator is successful in election to public office requiring full-time employment during the school year, the educator 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. Per Board Policy 2.6 – Employment, Compensation and Benefits, an educator may not serve on the Board while employed by the district.

24.8.6 Return From Leave

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

24.8.6.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

24.9 Leaves for Jury Duty or Court Appearances

24.9.1 Educators who are called for jury duty or subpoenaed as a witness (except in those instances where an educator is a party in litigation against the district) shall receive full salary during the period of absence provided that educators 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. An educator's temporary leave shall not be deducted when the educator is called for jury duty or is subpoenaed as a witness in a legal proceeding.

24.9.2 An educator involved in any legal proceeding connected with the educator's employment (except in those instances where an educator 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 educator shall be advanced one step on the salary schedule if applicable.

24.9.3.2 Upon return from such leave of absence, the educator shall be placed in the position formerly held. If the educator's former position is not available, the educator shall be assigned to a comparable position for which the educator has an endorsement or equivalent.

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 educator shall notify the Chief Human Resources Officer in writing as to the educator's intent to return.

When the district, by certified mail, offers a teaching position in accordance with the provisions of this leave article to an educator 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 educator shall thereby be met. Any educator 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 Educators 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 educators unless the educator 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.
- 25.2 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.
- 25.3 The Association President or other Association representatives shall have the right to visit schools and shall notify the principal or their 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 recognize that maximum attention to the students by the educator is desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the educator 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 educator are primarily utilized to this end. Whenever a district resource educator is requested, provided or assigned, that district resource educator 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 Resources 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 In K-5 specials classes at K-8 schools or elementary schools, specials educators' class sizes 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 educator(s), building administration, and Association President or their 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 educator 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 educator. The Association shall provide an appropriate data collection form, known as the class size/case load imbalance form, for educators to use in documenting the class size/case load problem. A copy of the form shall be sent to the Association President, the Chief Human Resources Officer, 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 educator 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 educator is not satisfied with the proposed resolution, they may refer the matter, either through the building principal or directly, to the Superintendent or their designee.

26.3.1.3 The Superintendent or their designee shall investigate the problem with input from the educator, 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 their 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 their 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 their designee shall distribute to all educators a letter delineating a process educators may follow when they have concerns in regard to meeting the needs of a student in their classroom.

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, in October but no later than November 1 and again in February but no later than March 1, 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 educator(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 educators, one (1) middle school educator, one (1) K-8 educator, and one (1) high school educator to be appointed by the Association President.

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

ARTICLE 27

Non-Educating Duties

- 27.1 The Board and the Association acknowledge that an educator's primary responsibility is to educate and that their energies should, to the extent possible, be utilized to this end. Therefore, non-educating duties shall be kept to a minimum consistent with the definition of school week in Article 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 an educator'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 Educators who volunteer to write district curriculum shall be compensated as established in Article 27.8.
- 27.1.3 Essential educator materials for planning, preparation and delivery of district curricular programs shall be provided to each educator.
- 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 Educators 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 educator'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 educators who voluntarily agree to perform a leadership position beyond the regular school week's work, as defined in Article 1.8 of this Agreement. Educators shall not be required to perform leadership duties without compensation as outlined in Article 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 educator and the principal (or their designee) prior to the commencement of the leadership activities. Compensation shall be paid in nine (9) equal installments. In the event that responsibilities are not fulfilled educators will be paid a pro-rated 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 Article 27.2.4 the district shall compensate educators 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 Educators 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 and the Association agree that educator 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 educators through the school office on a request basis to allow attendance at student activities of each educator and one guest.

27.5 Both the district and the Association acknowledge that the primary duty and responsibility of the educator is to teach, and that teaching effectively requires time for preparation, evaluation and reflection. Educators shall have within their contract day self-directed planning periods totaling at least 270 minutes per week excluding the building scheduled lunch period. No block of self-directed planning time shall be less than twenty-five (25) minutes. Conferences with parents, students, district-level personnel, and administrators may be scheduled during such self-directed planning periods when necessary, and shall not be directed on a daily or consistent basis. Based on a typical schedule, 270 minutes shall be self-directed time, 135 minutes may be administrator-directed, and the remainder of non-instructional time shall be designated through shared decision making.

27.5.1 Educators shall have an average of 270 minutes of planning time per week, during the educator's contract day as defined in Article 27.5, and excluding the building scheduled lunch period. This shall be computed on a two-week average, with no block being less than 25 minutes.

- 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 Educators contracted on less than a full time basis shall have pro-rated planning time according to their contracted rate with no planning time block being less than twenty-five (25) minutes in length. Educators shall be provided their pro-rated schedule in writing by their administrator.
- 27.5.1.3 Reimbursement for minutes of scheduled planning time less than that stipulated in Articles 27.5.1 and 27.5.1.2 shall be at the regular per diem rate of the educator to be reimbursed.
- 27.5.2 Administrator-directed collaborative planning time or self-directed planning time is intended to be used for purposes that directly impact student learning, educator preparedness, or the mission and vision of the school, department, or district. For example, department or grade level meeting time to solve non-student issues unrelated to instruction, mandated training, or staff meetings would not be recommended use of collaborative or self-directed planning time.
- 27.5.2.1 The district and the Association value educator self-directed planning time. Below are some, but not all, of the purposes of this self-directed time, performed either individually or with colleagues:
- Clarifying daily, weekly and unit goals
 - Clarifying evidence and standards so that the educator is clear about what successful learning should look like (unpacking standards, identifying learning targets/language objectives and success criteria)
 - Assessing student work and providing feedback as well as the development of reteaching points and/or extensions (whole group/small group/individual)
 - Creating processes that encourage student safety and participation
 - Communicating with parents, students and other staff
 - Taking care of basic needs
 - Meeting with their evaluator
 - Preparing instructional materials
 - Field trip logistics, ordering materials
- 27.5.2.2 The district and the Association value administrator-directed collaborative planning time. Below are some, but not all, of the purposes of administrator-directed collaborative planning time.
- Working together to clarify the goal or intention for student learning
 - Identifying student goals from standards and curricular frameworks
 - Participating in facilitated collaboration sessions (DDI meetings, common course planning, ELL essentials, etc.)
 - Scheduled meetings with a grade level or core team to address student and logistical concerns with administration

- Identifying student goals from standards and curricular frameworks
- Examining student work
- Developing common assessments

27.5.3 Each building, program, and/or department will develop the self-directed and collaborative time schedule through a shared decision making process, where each block of time is designated as instructional time, self-directed planning time, administrator-directed collaborative time, duty times, duty-free lunch, or early release time on the building's standard schedule. The principal or their designee shall provide their Executive Director a current copy of the plan time schedule by the first Friday in October. The Association representative from each building shall provide the Association President with a current copy of the plan time schedule by the first Friday in October.

27.6 Educators 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 Article 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 (educators and administrators) needs, and shall be differentiated to meet the unique learning needs of educators 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:

Educator 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 educator-directed for the purpose of collaborative planning among, but not limited to, grade levels/specials educators, 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 educator-directed for the same purposes. Collaborative planning time is not intended as individual educator planning time. Confirmation of the educator-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 1.8, or which exceeds by thirty (30) cumulative minutes per month, shall be paid at the individual educator's per diem salary unless equivalent time is provided within one month's time.
- 27.8 When taking over the supervision of at least half of another educator's class or students, an educator shall be paid at the rate of \$39.00 per clock hour. For example, when a class or students are split between two educators, each educator shall receive \$39.00 per clock hour. If a class or students are split between more than two educators, the rate shall be pro-rated accordingly. Coverage, substitutes, and/or compensation shall be provided for team/core educators in a manner equitable with other educators. Prior to assigning an educator to supervision of another educator's class, appropriate volunteers shall be considered. If an educator's current assignment is being continually impacted for class coverage, the building administration shall make all reasonable efforts to seek other appropriate coverage. When an educator assumes an assignment or part of an assignment of another educator for an extended absence or vacancy (in addition to their own assignment), the educator, their supervisor, and Human Resources shall mutually agree upon a compensation arrangement. This could be done at the class coverage rate or through compensatory time, with the approval of the Chief Human Resources Officer and the Association President. For example, an itinerant nurse could be compensated for two hours a week per additional school they are responsible for, or when an educator writes the lesson plans for another educator on a leave of absence, they could be compensated on an hourly basis.
- 27.9 Educators shall not be required to perform crosswalk duty. Educators who volunteer for crosswalk duty in addition to other assigned supervision duty shall be compensated as established in Article 27.8.
- 27.10 Educators who volunteer for lunchroom duties in addition to other assigned supervision shall be compensated as established in Article 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 educator/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 an educator's individual contract.
- 27.12.2 Educators 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 and K-8 schools' media specialists' lunch and planning periods.
- 27.14 All newly hired educators shall be paid their per diem rate for two (2) orientation days prior to the contract year, stipulated in Article 1.7.

- 27.15 Educators who volunteer to be building orientation facilitators shall be compensated for ten (10) hours of orienting newly-hired educators 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 district's Opening New Schools/Renovating of Existing Schools district policy as agreed upon by the Association and the district.
- 27.17 Educators who are required or mandated to attend trainings or conferences outside of the contracted school year as defined in Article 1.7, shall be paid at the individual educator's per diem rate, but the rate of pay shall not be greater than the rate stipulated in Article 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.
- 27.20 Recognizing the need for an additional assessment day at elementary schools and K-8 schools (for K-5 students only), the Association and the district agree to add one (1) additional mid-year assessment day. Such assessment day shall be determined by the calendar committee and be presented to the policy council for final approval by the Superintendent.
- 27.21 A certified educator with a 1.0 assignment who has blocks of time greater than 25 minutes beyond their allocated planning time within the day shall come to a mutual agreement with their administrator as to any appropriate additional assignment(s). These additional assignments should be within their licensed area or in support of the school's unified improvement plan.

ARTICLE 28

Administrative Action

- 28.1 No educator 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 educator at the time the action is taken except in cases of emergency.
- 28.2 At the time a disciplinary suspension is initiated, the educator shall be verbally advised of the right to be accompanied by an Association representative or another educator of their choice if that chosen representative or educator 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 educator 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 educator whole as appropriate.

ARTICLE 29

110/110 Option

- 29.1 Effective for the 2023-2024 school year, educators who hold an effective or better performance rating on their most recent completed evaluation and who, with the district's consent, enter into a 110/110 plan under PERA guidelines upon separation of employment, shall be allowed to do so.
- 29.2 Eligible educators wishing to participate in this program must submit the appropriate form(s) to Human Resources no later than April 1st for the following school year. Modification or continuation of the 110/110 plan is subject to any applicable change in PERA rules, regulations or guidelines that require a modification or otherwise restrict continuation of the 110/110 plan.
- 29.3 The educator's assignment, salary, benefits and other working conditions will be the same as what the educator would have otherwise received, as allowable by PERA regulations, had the educator not chosen to participate in the 110/110 plan.

ARTICLE 30

Conformity to Law-Saving Clause

- 30.1 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 31

Effective Dates of Salary

- 31.1 Salary schedule structure and fringe benefits are exhibited in Appendix A.
- 31.2 The appropriate salary schedule as set forth in Appendix A shall be effective at the beginning of the new school year.
- 31.3 Only an educator 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 August 1 of a new school year.
- 31.4 Coaching and co-curricular compensation herein provided shall be effective beginning August 1 each year, according to Appendices B and C.

ARTICLE 32

Effective Dates of Agreement

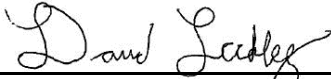
- 32.1 This Agreement and each and every part hereof shall become effective midnight December 31, 1992, and shall remain in full force and effect until midnight, July 31, 2028. This Agreement shall be reopened to negotiate Appendix A, B, C, F plus any three articles selected by the Association and any 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 August 1, 2023 through July 31, 2024. Subsequent reopenings shall take place for the periods beginning August 1, 2024 and ending July 31, 2028. Reopeners shall be negotiated pursuant to Article 4 of the Agreement.
- 32.2 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.
- 32.3 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 Association President, to be of any force or effect.
- 32.4 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 Article 32.1.

SIGNATURE PAGE

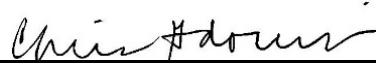
This Agreement accepted and approved this 1st day of August 2023.

**FOR DISTRICT TWELVE
EDUCATORS' ASSOCIATION**

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



David Lockley, DTEA President



Chris Gdowski, Superintendent



Steve Lash, Coordinator



Myla Shepherd, Chief HR Officer

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 educator. 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. Educators 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 and July.

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 educator employed for at least the last complete semester of the school year will receive a full step on the salary schedule, if a step is granted.

Effective as of the 2022-2023 school year, the Board shall grant experience credit as follows:

- One (1) year for each full year of out of district experience up to ten (10) years of experience for all educators.
- The district and the Association agree that, effective for the 2022-2023 school year, special programs teachers (teachers of students with significant support needs, structured learning services or affective needs), audiologists, occupational therapists, physical therapists, school nurses, school psychologists, school social workers, and speech language pathologists shall receive experience credit for each full year of previous experience and are not limited to ten (10) years as described in Appendix A, Item 3.
- Additionally, one (1) step for each full year, as described in this Appendix, of service in the district as a contracted certified, classified, in-building substitute, and/or administrative employee for educators beginning a new certified contract or returning to a certified contract effective the 2022-2023 school year.

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 shall 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), or 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 shall advance 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 shall 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 educators 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.

After the educator's appropriate initial horizontal placement by the district on the salary schedule, the educator 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 educator's contract date.

An educator 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.

Only those years served while the educator 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 educator or nurse and be subject to regulations for verification as formulated by the Board.

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.

An educator shall be placed on the salary schedule following the guidelines above if they have not worked as a certified educator in the district previously.

An educator who has worked previously as a certified educator in the district shall be placed as a new employee according to current placement rules only after a break in service has occurred.

A break in service is defined as when an educator's resignation or non-renewal has been acted upon by the Board of Education and the educator did not work thirty or more contract days as a certified educator.

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

4. Counselors, Audiologists, Occupational Therapists/Physical Therapists, Speech/Language Pathologists, Nurses, Educators of the Deaf and Hard of Hearing, Orientation and Mobility Specialists, and Vision Specialists

Certified/licensed and contracted counselors, audiologists, occupational therapists/physical therapists, speech/language pathologists, nurses, interpreters of the deaf and hard of hearing, orientation and mobility specialists, 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 applicable 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 Resources Officer or their 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. One thousand (1000) 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 Resources Officer and the Association President and a mutual decision made.

Educators hired prior to the 2023-2024 school year may submit additional work experience documentation in order to be granted eligible additional experience credit as negotiated for the 2023-2024 school year. This shall be retroactive to August 1, 2023 if submitted prior to November 1, 2023.

5. Psychologists and Social Workers

All certified/licensed and contracted psychologists and social workers shall be placed on the applicable salary schedule in the same manner as any other certified/licensed and contracted educator 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 educators 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 their designee. One thousand (1000) working hours shall equal one (1) year of experience.

Effective August 10, 2017, newly hired and qualified school psychologists shall be placed on the applicable salary schedule.

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 Resources Officer and the Association President and a mutual decision made.

Educators hired prior to the 2023-2024 school year may submit additional work experience documentation in order to be granted eligible additional experience credit as negotiated for the 2023-2024 school year. This shall be retroactive to August 1, 2023 if submitted prior to November 1, 2023.

6. Career and Technical Education Educators

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

A. Newly-Hired Career and Technical Education Educators - All newly-hired career and technical education authorized educators 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. One thousand (1000) 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. (Effective 2016-2017 School Year) Credentialed Career and Technical Educators without a Bachelor's Degree – Newly hired career and technical educators who do not hold a Bachelor's degree shall be placed at BA on the certified salary schedule. Career and technical educators who have not obtained a Bachelor's degree can submit Adams 12 professional development, approved industry certification coursework (see Article 21.7), or college or university credit, earned after their educator contract start date in the district, for intermediate salary step advancement.

Career and technical education educators 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

educator's current salary for each additional class. This shall be included as part of their individual contract. Career and technical education educators 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 educator. After the educator's appropriate initial horizontal placement by the district on the salary schedule, the educator 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 educator's employment date.

Educators hired prior to the 2023-2024 school year may submit additional work experience documentation in order to be granted eligible additional experience credit as negotiated for the 2023-2024 school year. This shall be retroactive to August 1, 2023 if submitted prior to November 1, 2023.

7. Nurses

Degreed nurses shall be paid as all other educators.

Effective August 10, 2017, newly hired and qualified school nurses shall be placed on the applicable salary schedule.

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 nine (9) 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 educator 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 educator 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. K-8 Schools

Each K-8 school will receive one percent (1%) of the base salary for each full-time equivalent classroom educator to be utilized solely for department or 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. The only exception to the above is as follows: If, after consultation with the department members involved, the principal determines that release time from instruction for the department chairperson will be fully utilized and that the building staffing requirements will not be adversely affected, such release time from instruction may be granted in lieu of department or grade level(s) chairperson compensation at the K-8 school level.

D. Senior High Schools

Each high school shall receive one percent (1%) of the base salary for each full-time equivalent classroom educator 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 Educators to the District

Newly-hired educators whose new employee paperwork is completed by August 15 of the year in which they are hired shall be paid in twelve equal installments on the last business day of each month, from August (month of hire) to the following July, including those educators who resign or who are non-renewed at the end of their first school year. The salary entitlement shall be deposited in an ACH bank of the educator's choice in accordance with guidelines established by the district.

B. Currently Employed Educators

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

10. Salary Schedule

A. Effective the first educator contract day of the 2023-2024 school year, salaries shall be as published in the certified/licensed salary schedule. The base salary shall be 65.38% of BA0, Step 1. All newly hired educators shall be paid at step 1 of the salary schedule. For the 2023-2024 school year, there shall be vertical movement on the salary schedule.

Effective August 10, 2017, newly hired and qualified audiologists, occupational therapists, physical therapists, school nurses, school psychologists and speech language pathologists shall be placed on the applicable salary schedule.

- B. Effective July 1, 1984 and notwithstanding any other provision of this Agreement, all fringe benefits for a part-time educator shall be granted on a pro-rata basis based upon the part-time educator's contractual service. For purposes of this provision only, a part-time educator shall mean an educator who works less than a full school year or who has less than a full-time assignment.
- C. Effective with the beginning of the 2023-2024 school year, the salary schedule be labeled as follows:

- BA+20*
- BA+40*
- BA+80 or MA+20*
- BA+100 or MA+40*
- BA+140 or MA+80*
- BA
- BA+30
- BA+60 or MA
- BA+90 or MA+30
- BA+120 or MA+60
- BA+150 or MA+90
- Doctorate

*Placement/movement into these columns is limited to educators employed during the 2022-2023 school year or earlier and must occur prior to July 31, 2023.

- D. Doctorate Level Degree
For the placement or advancement on the certified/licensed salary schedule, a doctorate level degree shall be placed in the column labeled Doctorate. Doctorate level degrees include but are not limited to JD, PhD, EdD, MD or PsyD.

- E. Compensation
An educator who teaches a full-time assignment is paid 100% Agreement contract pay.

Secondary educators at middle and high schools 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, an educator 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.

K-12 licensed educators (e.g., specials/electives) in a K-8 school teaching in that subject area may be split between K-6 (elementary) and 7-8 (secondary) classes and may be assigned a class schedule of up to six class periods of instruction in a single school day, when it is a combination of elementary and secondary class periods. When an educator is teaching both core and elective class periods, the proportion to a full time position of these class periods will be used to determine if an extra class period is being taught. *For example, an educator teaching three (3) science class periods and three (3) health class periods that do not exceed the 300 minute limit would not be teaching an extra class. However, teaching five (5) science class periods and one (1) health class period would be an extra class period, as it would exceed the 300 minute limit.*

Through the recognized direction and authority of shared decision making, each 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. For each K-8 school, the range of time shall be within 47 to 60 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

Educators teaching more than 285 minutes or five (5) classes at the high school level or middle school level, or educators in a K-8 school teaching more than 300 minutes including advisory time, shall be paid pro-rata at the rate of sixteen percent (16%) of the educator's current salary for each additional class assignment which is at least one quarter in duration. The additional compensation for being assigned to another class(es) is to compensate for reasonable loss of plan time and additional preparation time to perform the obligation of the additional class(es). Educators teaching this additional class or classes shall be charged only one (1) temporary leave day for each day absent. Prior to assigning an educator under this provision, the building administrator shall consider appropriate volunteers.

A K-8 school class scheduled for more than the time established for the single class period or an educator teaching more than 300 instructional minutes, as described in this Appendix, at that school shall be an exception, as approved by the Chief Human Resources Officer and the Association President, to meet special school needs.

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 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 an educator teaching more than 285 instructional minutes at that school shall be an exception, as approved by the Chief Human Resources 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 chair people 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 percent (8%) of the educator'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 educator'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.

F. Special Placement Rules

Certified educators who were hired after the 2018-2019 school year shall be placed on the certified salary schedule based on the placement rules for the position that they currently serve. After the 2019-2020 school year, if a current employee transfers out of a position with special placement rules, they shall then be re-placed on the certified salary schedule according to the placement rules for the new position.

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. Educators 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

Educators 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 educators 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

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

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

14. All elementary schools shall be staffed with a minimum of 3.0 FTE for specials classes. All specials classes shall be scheduled with a minimum of 45 minutes of instructional time on regular full length instructional days, not including transitional periods. Additionally, all specials classes shall be of equal length and frequency.

CERTIFIED/LICENSED SALARY SCHEDULE
Effective August 1, 2023

Steps	BA0	BA20	BA30	BA40	BA60/ MA0	BA80/ MA20	BA90/ MA30	BA100/ MA40	BA120/ MA60	BA140/ MA80	BA150/ MA90	Doctorate
1	58,000	58,500	59,000	60,000	61,000	61,500	62,000	63,500	66,000	67,000	67,000	69,654
2	58,000	58,500	59,000	60,000	61,000	61,500	62,000	63,500	67,000	68,000	68,000	70,654
3	58,000	58,500	59,000	60,000	61,000	61,500	64,000	65,000	67,750	68,750	68,750	71,404
4	59,500	60,000	60,500	61,500	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	59,500	60,000	60,500	61,500	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	59,500	60,000	60,500	61,500	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	60,500	61,000	61,500	62,500	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	60,500	61,000	61,500	62,500	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	60,500	61,000	61,500	62,500	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	62,000	62,750	63,500	64,000	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	62,000	62,750	63,500	67,000	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	64,000	64,500	65,000	67,000	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	64,000	64,500	65,000	69,500	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	66,000	66,250	66,500	69,500	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	66,000	67,000	67,500	71,500	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	68,000	69,000	70,000	71,500	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	68,000	69,000	70,000	73,500	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	68,000	69,000	70,000	73,500	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	68,000	69,000	70,000	73,500	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	68,000	69,000	70,000	73,500	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	68,000	69,000	70,000	73,500	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	68,000	69,000	70,000	73,500	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	68,000	69,000	70,000	73,500	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	68,000	69,000	70,000	73,500	84,500	89,500	90,500	93,000	95,500	97,000	97,000	99,654
25	68,000	69,000	70,000	73,500	85,250	90,000	91,500	93,500	96,000	97,750	97,750	100,404
26	68,000	69,000	70,000	73,500	86,000	91,000	92,500	94,000	97,000	98,500	98,500	101,154
27	68,000	69,000	70,000	73,500	87,500	92,000	93,000	94,750	97,500	99,750	99,750	102,404
28	68,000	69,000	70,000	73,500	88,000	92,500	93,500	95,250	98,000	100,250	100,250	102,904
29	68,000	69,000	70,000	73,500	89,000	93,000	94,000	96,000	98,500	101,000	101,000	103,654
30	68,000	69,000	70,000	73,500	90,250	94,500	96,000	97,750	100,250	103,000	103,000	105,654

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) An additional \$758.41 shall be granted for classroom educators who maintain their National Board for Professional Teaching Standards certification.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

AUDIOLOGIST SALARY SCHEDULE
Effective August 1, 2023

Steps	MA0	MA20	MA30	MA40	MA60	MA80	MA90	Doctorate
4	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	84,500	89,500	90,500	93,000	95,500	97,000	97,000	99,654
25	85,250	90,000	91,500	93,500	96,000	97,750	97,750	100,404
26	86,000	91,000	92,500	94,000	97,000	98,500	98,500	101,154
27	87,500	92,000	93,000	94,750	97,500	99,750	99,750	102,404
28	88,000	92,500	93,500	95,250	98,000	100,250	100,250	102,904
29	89,000	93,000	94,000					
30	90,250	94,500	96,000					

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

OCCUPATIONAL THERAPIST SALARY SCHEDULE
 Effective August 1, 2023

Steps	MA0	MA20	MA30	MA40	MA60	MA80	MA90	Doctorate
3	61,000	61,500	64,000	65,000	67,750	68,750	68,750	71,404
4	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	84,500	89,500	90,500	93,000	95,500	97,000	97,000	99,654
25	85,250	90,000	91,500					
26	86,000	91,000	92,500					
27	87,500							
28	88,000							
29	89,000							

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

PHYSICAL THERAPIST SALARY SCHEDULE
 Effective August 1, 2023

Steps	MA0	MA20	MA30	MA40	MA60	MA80	MA90	Doctorate
4	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	84,500	89,500	90,500	93,000				
25	85,250	90,000	91,500					
26	86,000	91,000	92,500					
27	87,500							
28	88,000							
29	89,000							

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

SCHOOL NURSE SALARY SCHEDULE
Effective August 1, 2023

Steps	BA0	BA20	BA30	BA40	BA60/ MA0	BA80/ MA20	BA90/ MA30	BA100/ MA40	BA120/ MA60	BA140/ MA80	BA150/ MA90	Doctorate
2	58,000	58,500	59,000	60,000	61,000	61,500	62,000	63,500	67,000	68,000	68,000	70,654
3	58,000	58,500	59,000	60,000	61,000	61,500	64,000	65,000	67,750	68,750	68,750	71,404
4	59,500	60,000	60,500	61,500	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	59,500	60,000	60,500	61,500	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	59,500	60,000	60,500	61,500	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	60,500	61,000	61,500	62,500	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	60,500	61,000	61,500	62,500	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	60,500	61,000	61,500	62,500	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	62,000	62,750	63,500	64,000	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	62,000	62,750	63,500	67,000	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	64,000	64,500	65,000	67,000	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	64,000	64,500	65,000	69,500	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	66,000	66,250	66,500	69,500	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	66,000	67,000	67,500	71,500	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	68,000	69,000	70,000	71,500	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	68,000	69,000	70,000	73,500	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	68,000	69,000	70,000	73,500	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	68,000	69,000	70,000	73,500	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	68,000	69,000	70,000	73,500	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	68,000	69,000	70,000	73,500	83,000	87,000	88,000	89,000			94,500	97,154
22	68,000	69,000	70,000	73,500	83,500	87,500	88,500	89,500				
23	68,000	69,000	70,000	73,500	84,000	88,500	89,500					
24	68,000	69,000	70,000	73,500	84,500	89,500	90,500					
25	68,000	69,000	70,000	73,500	85,250	90,000	91,500					
26	68,000	69,000	70,000	73,500	86,000							
27	68,000	69,000	70,000	73,500	87,500							
28	68,000	69,000	70,000	73,500	88,000							
29	68,000	69,000	70,000	73,500								

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

SCHOOL PSYCHOLOGIST SALARY SCHEDULE
Effective August 1, 2023

Steps	MA0	MA20	MA30	MA40	MA60	MA80	MA90	Doctorate
4	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	84,500	89,500	90,500	93,000	95,500	97,000	97,000	99,654
25	85,250	90,000	91,500	93,500	96,000	97,750	97,750	100,404
26	86,000	91,000	92,500	94,000	97,000	98,500	98,500	101,154
27	87,500	92,000	93,000	94,750	97,500	99,750	99,750	102,404
28	88,000	92,500	93,500	95,250	98,000	100,250	100,250	102,904
29	89,000	93,000	94,000	96,000	98,500	101,000	101,000	103,654
30	90,250	94,500	96,000	97,750	100,250			

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
 Effective August 1, 2023

Steps	MA0	MA20	MA30	MA40	MA60	MA80	MA90	Doctorate
3	61,000	61,500	64,000	65,000	67,750	68,750	68,750	71,404
4	62,500	63,000	64,000	65,500	68,750	69,750	69,750	72,404
5	62,500	63,000	66,000	67,000	69,500	70,500	70,500	73,154
6	62,500	63,000	66,000	67,000	70,500	71,250	71,250	73,904
7	64,000	65,000	67,000	68,000	71,000	72,000	72,000	74,654
8	64,000	65,000	67,000	68,000	72,000	73,000	73,000	75,654
9	65,000	66,500	68,000	70,000	73,000	74,000	74,000	76,654
10	65,000	67,000	68,000	70,500	74,000	76,000	76,000	78,654
11	67,750	70,500	72,000	73,000	76,000	79,000	79,000	81,654
12	69,000	72,250	73,000	75,000	79,000	81,000	81,000	83,654
13	71,000	75,000	76,000	78,000	81,000	83,000	83,000	85,654
14	73,000	78,000	79,000	81,000	83,500	85,500	85,500	88,154
15	75,000	79,500	81,000	83,000	85,250	87,000	87,000	89,654
16	77,500	81,500	83,000	84,500	86,750	90,500	90,500	93,154
17	79,000	82,500	84,750	85,500	88,000	91,500	91,500	94,154
18	80,500	84,000	85,250	86,500	89,250	92,500	92,500	95,154
19	81,500	85,000	86,000	87,000	90,000	93,000	93,000	95,654
20	82,500	86,000	87,250	87,900	90,500	93,750	93,750	96,404
21	83,000	87,000	88,000	89,000	91,750	94,500	94,500	97,154
22	83,500	87,500	88,500	89,500	92,500	95,000	95,000	97,654
23	84,000	88,500	89,500	90,250	94,000	96,000	96,000	98,654
24	84,500	89,500	90,500	93,000				
25	85,250	90,000	91,500					
26	86,000							
27	87,500							
28	88,000							
29	89,000							

NOTES:

- 1) An additional \$1,327.21 shall be granted for an Educational Specialist Degree.
- 2) For new hire salary placement, reference Appendix A-10.
- 3) Placement/movement into the shaded columns is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023.

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 educators 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 educators 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 nine (9) 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 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 educator 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 educator and the principal (or their designee) at the beginning of the school year, based upon a district-wide position description.

Compensation shall be paid in nine (9) 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, educators 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. Educators 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 SCHOOLS

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. Educators 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 th 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

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 pro-rated to the 1% of base salary.

MIDDLE SCHOOLS

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 (semester)	2.0%
Art Show	1.0% per person for setting up and breaking down district student art show. Educators shall receive \$34.00 per hour for supervision of the venue up to 1.0% of the base salary.

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 pro-rated to the 1% of base salary.

K-8 SCHOOLS

6-8 Band Director	5.0%
6-8 Choir Director	3.5%
6-8 Orchestra Director	3.5%
6-8 Show Choir, Jazz Band or other musical group	3.5%
K-5 Choir Director*	5.0%
K-5 Musical Director*	3.0%
K-5 Field Day	1.0%
Speech/Drama Director	3.0%
Yearbook	2.2%
Student Council	3.7%
Honor Society	2.5%
Intramural Director (semester)	2.0%
Art Show	1.0%**

Rehearsals held outside the school day. Minimum of two performances per year outside the school day. Educators 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.

**Plus coverage rate for supervision of the venue up to one percent (1%) of base salary.

For other K-8 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 K-8 school shall be allowed to utilize up to the equivalent of 83% (eighty-three percent) of base salary to fund other activities as determined by the principal with the input of the FAC and consideration of equity among all grade levels. 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 pro-rated 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. Educators 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

Educators 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.

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 educator 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. Educator applicants from other schools/units shall be considered after the posting period.
 - B. Should no educators apply, non-certificated/licensed applicants may be considered.
2. Sponsors currently assigned shall not be displaced by this process.

APPENDIX E

Recommendations

If there is a reduction at the department, grade level or team, probationary and non-probationary status and the number of years an educator has been teaching in the district may be considered, except that these criteria may be considered only after the consideration of the criteria described in C.R.S. Section 22-9-106 and only if such consideration is in the best interest of the students enrolled in the district. Educators 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 educator who volunteers for reassignment shall be granted a mutual consent placement interview as described in Article 13.7 for any position in the district for which they apply and are qualified. In the event there are no voluntary requests, the educators 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 educator 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 Completed Colorado State Model Evaluation – 50%

Educators 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 Completed Colorado State Model Evaluation</u> (50%)	<u>Total Score</u>
Example: Educator A	5 points * .05 = .25	4 points * .20 = .8	3 points * .1 = .3	2 points * .15 = .3	5 points * .5 = 2.5	4.15

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 2012-13 school year and developed staffing guidelines that were implemented in the 2013-14 school year. These guidelines resulted in supplemental funding allocations, or “backfill”, so that full-time non-probationary educators then serving in elementary art, music, and physical education (P.E.) would remain 1.0 FTE in small and mid-sized elementary schools. Adjustments to these guidelines have been made periodically since then, given district resources, enrollment and school needs.

For the 2023-24 school year, elementary specials staffing allocations and the committee’s work shall be as follows:

- Monitor and evaluate the effectiveness of the non-discretionary school based budget elementary specials staff formula.

For the 2023-24 school year, schools shall implement the following non-discretionary school based budget elementary additional specials staffing allocation:

<u>Number of Sections</u>	<u>Allocation</u>
< 19	1.0 FTE per content area (Art, Music, P.E.)
19 – 22	Additional 0.5 FTE**
≥ 23	Additional 1.0 FTE**

** Additional funding provided through this allocation formula shall be used for Computer Science/Technology specials.

The elementary specials staffing committee shall consist of the Chief Human Resources Officer, the Association President, the district Electives Coordinator, the Computer Science and Online Learning Coordinator, four educators selected by the Association, and up to four principals selected by the district. The district and the Association may select a mutually agreed upon facilitator. This committee shall meet at least once each year and report to the IBS negotiations team annually. The district shall pay the cost for professional leave days for educators serving on this committee.

This Memorandum of Agreement shall conclude July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

MEMORANDUM OF AGREEMENT

COMPENSATION STUDY COMMITTEE

The district and the Association agreed to form a committee to analyze educator compensation systems beginning in the 2014-15 school year. The committee’s purpose continues to be making recommendations to the IBS Team concerning compensation structures that will support recruitment and retention of world class staff.

For the 2023-24 school year, the committee shall focus on the following tasks:

- Continue to research and make recommendations regarding the creation of incentives for staff who serve at highly impacted locations and in hard to fill positions.
- Conduct market research on SSP schedules to determine placement rules and maximum values. For the 2023-24 school year, psychologists and social workers shall use the placement rules as described in Appendix A, Item 5.
- Research and make recommendations for potential revisions to Appendix B – Athletic Coaches Salary Schedule.
- Research and make recommendations for potential revisions to Appendix C – Co-Curricular Salary Schedule.
- Research compensation structures for mid-career educators.
- Research how compensation can continue to meet the needs of a changing workforce.

The Compensation Study Committee shall consist of:

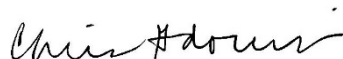
- A mutually agreed-upon facilitator(s), costs to be shared;
- The Chief Human Resources Officer and the Association President serving as co-chairs;
- Five Association representatives selected by the Association, representing diverse interests;
- Five district representatives selected by the district,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

The committee shall utilize the interest based strategies process to complete its work.

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

Recommendations of the committee shall be presented to the IBS Team on a periodic basis for consideration on these issues during the 2023-24 negotiations sessions. It is anticipated that this work may span multiple school years.

This Memorandum of Agreement shall conclude effective July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

_____ **August 1, 2023**
Date

_____ **August 1, 2023**
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. Educators have requested a change in the materials and/or support structures. Content standards have changed. A change in district or Board 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 educators selected and represented throughout the process?
4. Share "key" time lines, pacing, explanation of expectations and feedback while providing educators 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. The Association President and the Chief Academic Officer will meet periodically or as needed during the school year to monitor progress.

This Memorandum of Agreement shall conclude on July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

MEMORANDUM OF AGREEMENT

IMPLEMENTATION OF INNOVATION SCHOOLS

The district and the Association (“Parties”) have acknowledged the need to develop a process for implementing school innovation plans in accordance with applicable state law, pursuant to C.R.S. 22-32.5-101 *et seq.*


This agreement applies to schools that are seeking innovation status. The purpose of this agreement is to assure a flexible and collaborative process in developing, reviewing, revising, approving, adopting and implementing a school innovation plan.

The Parties acknowledge the necessity of reaching consensus around process and procedures in developing a successful school innovation plan. To that end, the Parties shall mutually engage in the planning process regarding topics, including but not limited to:

- a. Development of the innovation plan;
- b. Communication, sharing with, and providing opportunity for feedback of the draft innovation plan from stakeholders;
- c. Integrity of the voting process for secret ballot elections (timing, notification, distribution of ballots, supervision, eligible voters); and,
- d. Waiver of any applicable collective bargaining provision, district policy, Board policy, or state law.

Subsequent to implementation of a school innovation plan, the Parties shall meet periodically to review the effectiveness of the plan and shall discuss potential improvements.

This Memorandum of Agreement shall be reviewed and updated annually during IBS certified negotiations.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

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, in its sole discretion, may grant a sabbatical leave of absence to an educator elected to the position of President or 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 President or Vice President.

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

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

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

This Memorandum of Agreement shall conclude on July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

MEMORANDUM OF AGREEMENT

ADDITIONAL PROFESSIONAL DEVELOPMENT CALENDAR DAY

Effective beginning in the 2020-21 school year:

- The contract year shall include an additional professional development day modifying the school year as stated in Article 1.7 of the Agreement to equal 185 days each year.
- The calendar committee will determine the date of the additional professional development day.
- The district shall contribute one day (8 hours), or a pro-rated amount of hours as described in Article 22.1, per educator to the Sick Leave Bank.
- Presentation of the professional development plan to the IBS negotiations team for review will occur annually.
- Collection of professional development feedback data utilizing a survey tool such as Panorama will occur annually for presentation to the IBS negotiations team.
- The district will explore opportunities for salary advancement credits to accompany professional development.

This Memorandum of Agreement shall conclude on July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

MEMORANDUM OF AGREEMENT

SPECIAL EDUCATION PLANNING TIME STUDY COMMITTEE

Educator planning time is essential for creating a classroom environment that best meets the needs of students. The unique planning needs of special educators requires further research to determine best practices.

Starting the 2020-2021 school year, the district and Association agreed to form a study committee to make recommendations regarding the definition of planning time for special education educators, and the appropriate amount and structure of planning time for special education educators in elementary schools.


For the 2023-2024 school year:

- Elementary Learning Specialists shall have a minimum of 270 minutes of self-directed planning time and 135 minutes administrator-directed time, as defined by Article 27.5. However, for Learning Specialists, the performance of IDEA compliance tasks is not to be considered as self-directed or administrator-directed time.
- Elementary Learning Specialists shall have an additional 200 minutes, in blocks of time no less than 25 minutes, built into their schedules for the purposes of IDEA compliance tasks.
- Elementary special services providers who are not case managers shall have an additional 100 minutes, as defined by Article 27.5, in block of time no less than 25 minutes, built into their schedules for the purposes of IDEA compliance tasks.
- Elementary special services providers who are case managers shall have an additional 150 minutes, as defined by Article 27.5, in blocks of time no less than 25 minutes, built into their schedules for the purposes of IDEA compliance tasks.
- IDEA compliance tasks shall include, but not be limited to, conducting formal assessments and observations, IEP and evaluation report writing, creating and implementing behavior plans (and other required plans), progress monitoring, meeting notification, etc.
- The scheduling of elementary special education IDEA compliance task time shall be developed between the special education team and the building administration through a shared decision making process.
- The district shall provide guidance and support so that data-driven scheduling for special populations of students (disabilities, multi-lingual learners, students receiving intervention, gifted/talented) is prioritized in the development of the master schedule, thus ensuring the implementation of instructional best practices in the least restrictive environment and that appropriate and necessary collaboration time occurs between all educators.
- Through a shared decision making process, develop and implement a systematic school wide procedure for coverage of all special education staff, both certified and classified, that ensures regular and ongoing services to students and ensures that IEP compliance requirements are met.
- During this implementation year of the universal preschool program, preschool special educators will follow elementary educator plan times described in this memorandum.
- Make recommendations regarding plan time for secondary special educators. In the interim, secondary special educators shall not be assigned more than the equivalent of four standard class periods in one day.

During the 2023-2024 school year, the study committee shall monitor this model in order to assess the adequacy and impact of this additional plan time and provide additional recommendations or refinements to ensure instructionally sound and legally defensible IEPs. Additionally, the study

committee shall make recommendations regarding additions to Article 27.5 that would define planning time for special education educators in accordance with this MOA.

This Memorandum of Agreement shall conclude on July 31, 2024 unless otherwise extended by mutual agreement.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

MEMORANDUM OF AGREEMENT

FIVE STAR ONLINE ACADEMY

During the 2023-24 school year, the district and Association agree to continue to allow adjustments to the following articles for the Five Star Online Academy in order to provide flexibility for the further development of the Five Star Online Academy program.

1. Article 17, Educator Facilities, whenever the educator is working remotely
2. Article 26.2, elementary specials classes class size
3. Appendix A, Item 10.F

Adjustments to Items 2 and 3 during the 2023-24 school year shall be developed through the school's adopted shared decision making process.

The co-curricular allocation for the 2023-24 school year shall be 100% of base salary.

The leadership allocation (27.2.4) for the 2023-24 school year shall be 55% of base salary.

The K-12 Online School Study Committee shall monitor, provide periodic updates to the IBS negotiations team, and recommend necessary ongoing changes to contract language in Spring 2024.



For the Board



For the Association

August 1, 2023

Date

August 1, 2023

Date

CERTIFIED CONTRACT NEGOTIATIONS – SPRING 2023
 SUMMARY OF AGREEMENTS FOR 2023-24 CONTRACT YEAR

ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS	
Article 8 Policy Council	<ul style="list-style-type: none"> ● 8.1 – Updated to include K-8 representation on the Policy Council.
Article 9 Faculty Advisory Council	<ul style="list-style-type: none"> ● 9.2.8 and 9.5 – Updated to reflect that classified staff may now be included in the Faculty Advisory Council.
Article 18 – Academic Freedom Article 19 – Challenged Materials, Activities or Presentations	<ul style="list-style-type: none"> ● These two articles were rewritten and combined into new Article 18 – Academic Freedom and Challenged Materials. Remaining article numbers in the master agreement to be renumbered.
Article 22 Intermediate Salary Steps	<ul style="list-style-type: none"> ● 22.1 – Updated to reflect that quarter hours of educational credit shall be recognized for intermediate salary step increment if received at institutions accredited by accrediting agencies approved by the U.S. Department of Education. ● 22.4 – Language changed: <ul style="list-style-type: none"> - To accept 15 hours (previously 10) of any combination of adult education, non-district educational experience, or international travel/study - To add MA+90 lane (previously MA+60) - To reflect that state-required, uncompensated training shall count as transcribed credit for salary advancement. ● 22.7 – Updated to clarify lane movement
Article 27 Class Size/Case Load	<ul style="list-style-type: none"> ● 27.7 – Adjusted the timeline for the publishing of face-to-face reports.
Article 28 Non-Educating Duties	<ul style="list-style-type: none"> ● 28.21 – New language added to clarify additional assignments for educators with extra blocks of time during the day.
Article 33 Effective Dates of Agreement	<ul style="list-style-type: none"> ● 33.1 – Updated to extend contract to July 31, 2028.
Appendix A	<ul style="list-style-type: none"> ● Item 3 – Updated to clarify salary schedule placement for new or returning educators and define break in service. ● Item 4 – Updated to clarify special service provider roles, to change the equivalent of one year of experience credit from 2000 hours to 1000 hours, and to allow additional experience credit if hired prior to the 2023-24 school year. ● Item 5 – Updated to change the equivalent of one year of experience credit from 2000 hours to 1000 hours and to allow additional experience credit if hired prior to the 2023-24 school year. ● Item 6 – Updated to change the equivalent of one year of experience credit from 2000 hours to 1000 hours and to allow additional experience credit if hired prior to the 2023-24 school year. ● Item 10.A – Updated to reflect 1) that salaries for the 2023-2024 contract year shall be as published in the certified/licensed salary schedule and 2) a change in base salary from 83% to 65.38% of BA0, Step 1. ● Item 10.C – Salary schedule lanes updated and language added that placement into certain lanes is limited to educators employed during the 2022-23 school year or earlier and must occur prior to July 31, 2023. ● Item 10.D – Deleted. (Remaining items to be re-lettered.) ● Item 10.E – Updated to clarify placement of those with a Doctorate level degree. ● Item 10.F – Updated to clarify compensation when teaching additional class periods and to specify the length of a class period at the K-8 level. ● Item 14 – Updated to specify minimum staffing and length of instruction for elementary specials classes.

CERTIFIED CONTRACT NEGOTIATIONS – SPRING 2023
SUMMARY OF AGREEMENTS FOR 2023-24 CONTRACT YEAR

ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS	
Memorandum of Agreement – Specials Staffing	<ul style="list-style-type: none"> Updated to reflect the committee’s goals for the 2023-24 school year.
Memorandum of Agreement – Compensation Study Committee	<ul style="list-style-type: none"> Updated to reflect the committee’s goals for the 2023-24 school year.
Memorandum of Agreement – Elementary Special Education Planning Time Study Committee	<ul style="list-style-type: none"> Changed title of MOA to Special Education Planning Time Study Committee and updated to reflect the committee’s goals for the 2023-24 school year.
Memorandum of Agreement – Elementary Specials Professional Development	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Interest Based Strategies Committee	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Multi-Tiered Systems of Support Advisory Committee	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Article 19/Challenged Materials, Activities or Presentations	<ul style="list-style-type: none"> Deleted – no longer applicable. Articles 18 and 19 rewritten and combined into new Article 18.
Memorandum of Agreement – Calendar Study Committee	<ul style="list-style-type: none"> Deleted – no longer applicable. New district calendar adopted effective 2023-24.
Memorandum of Agreement – Grade 6-8 Athletics	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Guest Teacher Training and Building Best Practices	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Years of Experience Credit for In-District Experience	<ul style="list-style-type: none"> Deleted – no longer applicable.
Temporary Memorandum of Agreement – Retiree Dental and Vision Insurance Coverage – November 2021	<ul style="list-style-type: none"> Deleted – no longer applicable.
Memorandum of Agreement – Retiree Dental and Vision Insurance Coverage – April 2022	<ul style="list-style-type: none"> Deleted – no longer applicable.
Entire Agreement	<ul style="list-style-type: none"> Renumber articles due to the combining of Articles 18 and 19.

Existing Memoranda of Agreement or items in this Agreement not mentioned in the Summary of Agreements remain essentially unchanged except for formatting, minor editing for clarity, or updating of effective date.