

**Collective Bargaining Agreement**

**Between**

**Eagle County School District RE 50J**

**And**

**Eagle County Education Association**

**July 1, 2022 - June 30, 2025**



## **Collective Bargaining Agreement**

The Eagle County Board of Education recognizes the Eagle County Education Association (ECEA), which is affiliated with the Colorado Education Association and the National Education Association, as the exclusive representative and negotiating agent for all teachers. All agreements are subject to agreement by the negotiations team, a vote of the association membership, and approval by the Board of Education. All final decisions regarding salaries, benefits, working conditions and policies shall be made by the Board of Education.

### **Article I: Term**

- 1.1 The terms of this contract shall be in full force and effect from July 1, 2022 through and including June 30, 2025. This agreement shall automatically be renewed for successive terms of three years each unless and until the board or the Association provides written notice of intent to negotiate a successor Agreement or to terminate this Agreement. If notice of intent to terminate is given, it must be given at least 60 calendar days before expiration, and that termination shall take place no sooner than the last day of the contract.

### **Article II: Scope**

- 2.1 Both parties agree that the following items are subject for negotiation: salaries, fringe benefits, working conditions, items mutually agreed upon by the Negotiating Teams, and items contained in the Agreement.

### **Article III: Change to Negotiated Agreement**

- 3.1 There shall be no changes to the Collective Bargaining Agreement (CBA) unless such changes result from utilization of the collaborative bargaining process and include an affirmative vote of the staff and the Board of Education. All agreed modifications to this Agreement must be made in writing, attached to this document and the Agreement shall be incorporated by reference.

#### **Article IV: Negotiations**

- 4.1 The Negotiating Team will be made up of representatives from the Eagle County Education Association and representatives of the Eagle County School District. Neither the District nor the Association shall affect the selection of the other party's representatives on the Negotiating Team. The Association and the District shall each be limited to five representatives each. Either party may invite an expert speaker to provide information to the team, if the other party agrees to the inclusion of the guest speaker at least ten working days prior to the date that speaker is scheduled to attend."
- 4.2 Annual negotiations regarding certified employee salaries, the teacher salary schedule, the supplementary pay schedule, and/or insurance benefits, working conditions and personnel policies will be conducted by the Negotiating Team at times and places mutually agreeable to representatives of the District and the organization selected to represent teachers. The negotiating team will consider recommendations from the Employee Benefit Trust Committee and other advisory committees representing certified employees for approval.
- 4.3 Representatives of both the District and the Association shall mutually have the authority to schedule its meetings and establish the structure for accomplishing its work. If discussions are scheduled during regular working hours, the representatives of the organization selected to represent teachers will be released from their regular duties without loss of pay for up to 5 days per school year. Additional days may be added with the consent and prior approval of both parties. Any final decisions regarding salaries, benefits, or this agreement shall be made by the Board of Education.
- 4.4 If and when the Negotiating Team agrees that articles within the agreement require revision, a Memorandum of Understanding (MOU) shall be established. The agreed upon language of the MOU shall be contained in an addendum to the Negotiated Policies until such time that staff and the Board of Education vote on the final Negotiated Agreement. Certain MOU's may require Board approval prior to implementation if there is a statutory requirement to do so.
- 4.5 During the discussion, the representatives of the District and the Association will present relevant data, exchange points of view, and prepare recommendations to the Board of Education. Issues that are simple in nature or require immediate attention may be addressed outside of the process outlined in Article V if both sides agree.
- 4.6 Each team will select-five team members (neither team will influence the selection of the other party's representatives). One alternate may be selected to go through negotiations training. The alternate will not participate in the process of negotiations unless one of the original team members is unable to attend two or more meetings. Should a team member not be able to attend two or more meetings, the alternate will take the place of the team member not able to attend two or more meetings.

- 4.7 It is understood that if a member of either team must leave early or is not able to attend one meeting, that the decisions made by the team will represent the absent individual.
- 4.8 During the first meeting of the negotiating team the team will go through an introduction to the Collaborative Bargaining process outlined in Article V.
- 4.9 During the first scheduled day of negotiations, the team will receive a budget briefing and overview. Any budget materials that may be needed for the negotiations process should be requested at this meeting.
- 4.10 The collection of information from each team's constituents is the responsibility of each team. This collection of information is designed to provide a voice to all individuals being represented in the process. In order to ensure transparency in survey data, the following data is recommended to be included and shared with the group:
- a. Total number of survey invitations sent
  - b. Explanation of the categories of employees who received invitations (classroom teachers, non-classroom teachers, paras, subs, support staff, admin, etc.)
  - c. Total number of surveys completed (n)
  - d. Pertinent questions and answers
  - e. Pertinent themes found in the comments
  - f. Background info on the survey participants
    - i. School or level and department depending on number of responses
    - ii. Duration with the district
- 4.11 Each team is responsible for contributing topics to the shared agenda for Bargaining one week prior to the meeting date.

- 4.12 All concerns surrounding salary, benefits and working conditions can be brought forward as issues to be negotiated as there will be no non-negotiables surrounding these issues.
- 4.13 Both teams will continue to clarify and narrow the scope of issues brought forward with each team able to bring forward issues and or items.
- 4.14 The teams will collaborate to communicate the results of the negotiation process through a written communication and/or meetings. All such meetings and communications shall be conducted in compliance with the Open Meetings Law, Section 24-6-401 and 402, C.R.S., et al.
- 4.15 The written communication describing the results of the negotiated agreement will be distributed to all licensed and administrative staff members and available to the public in compliance with the Open Meetings Law.
- 4.16 Perceived discrepancies related to the current year's negotiated agreement will be brought back to the negotiating team that participated in the negotiations of that agreement. In order to determine if the negotiating team will need to reconvene, the following process will be utilized.
- 4.17 The ECEA President, or designee, and the Chief Human Resource Officer will communicate to determine if the issue is a discrepancy in the agreement or if the issue involves an administrative policy.
- 4.18 If it is determined that there is discrepancy, the negotiating team will meet within 10 working days to address, clarify and resolve the issue, and the Board will be notified of the need to reconvene.
- 4.19 The negotiating team will have a one day meeting as a team to resolve the issue. If the issue is not resolved Article 6 of the Collective Bargaining Agreement will be followed.
- 4.20 The issue under review will continue to be practiced until a resolution is reached. If no resolution is reached, the teams may use the processes outlined in Article VI.

#### Article V: Collaborative Bargaining

- 5.1 The intent is for the process of bargaining to be a collaborative process between the Association and the District. The collaborative bargaining process may include the following components:
  - 5.1.1 The introduction and clarification of the topic to be discussed.
  - 5.1.2 Collaborative time to tell the story about the topic being discussed.
  - 5.1.3 Following the story, the teams will break with one team assigned the task of preparing a written proposal for the topic.
  - 5.1.4 The team tasked with preparing the written proposal will then present the proposal including time to explain their reasoning regarding the proposal.
  - 5.1.5 The other team then has the opportunity to accept the proposal as written or provide a counter-proposal.

5.1.6 Following the written proposal and counter proposal, the process will repeat until agreement is reached between the two parties.

5.2 The representatives of the School District will, upon request, make available to the Negotiating Team the approved budget information including revenues and expenditures, and information on which to base a frequency distribution of the placement of teachers on our salary schedule.

5.3 Negotiations will be made in good faith. Good faith means that both parties will engage in reasonable and honest efforts to resolve the issues presented by the Negotiation Team and approve the terms presented in the recommended agreement. The agreed upon elements of each issue will be communicated District wide in the form of a negotiated agreement.

#### **Article VI: Mediation and Fact Finding**

6.1 If agreement has not resulted from use of this procedure by June 1, either party may ask that the issue(s) in dispute be submitted to a mediator who shall be authorized to call and conduct meetings and make procedural rules. This process should not supersede the budgeting process; therefore, every attempt should be made to make final decisions prior to June 30.

6.2 If the representatives of the District and the representatives of the organization selected to represent teachers do not agree upon a mediator within three (3) calendar days (or earlier if mutually agreed to by both parties) from the date the request is made to utilize the mediator, they shall (on the fourth day) request a list of five (5) or more mediators from the American Arbitration Association. The parties shall meet within three (3) calendar days after the receipt of the list of mediators and select a mediator in the following manner: the parties shall alternately strike names from the list until one (1) name remains. The non requesting party shall make the first and final strike. The mediator remaining will be selected.

6.3 If it is determined that the mediator selected by the above process is unable to begin mediation before a day which is ten calendar days from the meeting set forth in the above process, then the mediator shall immediately be selected in the following manner: A conference call shall be placed to the Administrator of the American Arbitration Association by representatives of both parties. Such representatives shall inform the Administrator of the problems involved and request that (s)he appoint a qualified and experienced mediator who will begin mediation of unresolved issues as soon as possible. The parties shall not, during the course of the phone call, recommend exclusion of any possible mediator, unless they have mutually agreed to do so prior to the phone call. The mediator named by the Administrator will be accepted by both parties. This entire paragraph may be waived by mutual agreement from both parties.

6.4 The fact-finding procedure may be initiated by either of the parties if the mediator is unable to resolve the dispute and determines that fact-finding is appropriate. The parties may request a list of factfinders from the mediator. The parties shall alternately strike names from the list, the first to strike determined by a coin flip, until one name remains. The parties shall jointly request the services of the factfinder.

- 6.5 The fact-finder shall meet with the parties and consider their respective positions. The fact-finder may make additional inquiries and investigations, hold hearings, and take such steps as are deemed appropriate by the parties.
- 6.6 The fact-finding report shall be issued to the parties within thirty working days of the conclusion of any hearing. The report shall contain the findings of fact and recommend non-binding terms of a proposed settlement.
- 6.7 After the fact-finding report is received, the District team and the Association team shall give the report due consideration; provided, however, that the final decision with respect to the matter which was the subject of the fact-finding shall remain in the discretion of the Board of Education. The fact-finding report shall not be considered a final and public document until the Board acts to receive it. The Board shall take action to accept the fact-finding report within thirty (30) calendar days of issuance. During this time the parties shall consider the recommendations contained in the fact finding report and consider a mutually agreed to recommendation on the fact-finding report to the Board.
- 6.8 Nothing contained in these procedures shall limit the rights of the parties to mutually agree upon any other method, procedure, or order of procedures for the selection of a mediator, fact-finder, or the resolution of disputes. Also, on mutual agreement any and all timelines and dates in this article may be waived or extended.

- 6.9 The costs for the services of any mediator or fact-finder shall be shared equally by the District and the Association. These expenses shall include the mediator's or fact-finder's fees and his/her expenses.

### **Article VII General Provisions**

- 7.1 Any contract or agreement between the Eagle County School District and a teacher heretofore executed or executed in the future shall be subject to, and consistent with, the terms and conditions of the adopted salary schedule and supplementary pay schedule.
- 7.2 The personnel policies affecting certified staff member salaries (exclusive of the salary schedule itself) will be in force for the duration of that contract. Mid-contract changes (exclusive of the salary schedule) for those policies identified in Article II would have to be agreed to by a majority of the members of both parties. If a vote should become necessary, the vote would be conducted jointly by the District and the Association, in accordance with the agreement.
- 7.3 In the event that any provision of this agreement and/or the associated salary schedule is or shall be held contrary to law, that provision shall be null and void, but all other provisions of this agreement and/or the associated salary schedule shall continue in effect. In such an event, within twenty-one (21) calendar days after the voiding of the provision, the Negotiating Team shall meet and recommend a substitute provision to the Board of Education.

### **Article VIII: Association Rights**

- 8.1 The Board agrees to deduct from teachers' salaries an amount of money sufficient to pay the member's dues and contributions to the association (ECEA, CEA, UniServ, NEA), as certified by the Association, where such deductions have been voluntarily and individually authorized by the teacher in writing. The Board agrees to transmit all such monies deducted to the Association on a regular monthly basis.
- 8.2 Use of Facilities: The Association shall have the right to use school facilities for Association business without cost that does not interfere with school activities or place financial burden on the district.
- 8.3 The Association shall be permitted to deliver and receive materials through the school delivery service, electronic mail, or fax system.
- 8.4 The Association shall have the right to place notices, circulars, and other material relevant to the organization's business on a bulletin board in the teacher's lounge and/or designated work areas and in teachers' mailboxes in a manner consistent with state and federal law.
- 8.5 Any District teacher who is a duly authorized representative of the Association shall be permitted to transact official business on school property. National and/or State Association officials may participate in educational programs, workshops, and related activities represented for Association members. Also, National and/or State Association officials may have access to school



facilities to meet with individual teachers for consultation. The above activities shall not interfere with normal classroom activity or normal operation of the District, including its individual schools as determined by the Principal and/or appropriate Administrator.

- 8.6 The Association Representative(s) shall be given an opportunity at faculty meetings for brief announcements or reports.
- 8.7 Any member of the Association may revoke the member's dues deduction authorization at any time between July 1 and July 30 of any year, or with a written directive to the district from the employee and approval from the Association President. Dues deduction will continue to be automatic unless revoked by the member.
- 8.8 The District will grant the association up to a total of twenty (20) days of Association leave to use for Association needs, including but not limited to, lobby days, training, attending to Association Business, and attending Association meetings. These days will be allocated by the Association and submitted to the Human Resources Department as "Association Leave."
- 8.9 The District may provide additional days for Association Representatives to take care of business of mutual concern, such as visits to the State Legislature.
- 8.10 The District shall furnish ECEA a listing by name of all employees employed by ECSD and their school/work location at the request of the association.
- 8.11 ECEA shall have one continuous hour of presentation time at New Hire Orientation to be used at their discretion, as scheduled by the district facilitator who runs New Hire Orientation.
- 8.12 ECEA may place Association information and forms that have been vetted and approved by the Chief Human Resources Officer or designee, in all new-hire District packets.

#### **Article IX: Definitions**

- 9.1 "Association" shall mean the Eagle County Education Association
- 9.2 "District" shall mean Eagle County School District
- 9.3 "Board" shall mean the Board of Education of Eagle County School District
- 9.4 The term "teacher" shall mean all non-administrative certificated personnel employed by the District in an instructional position or serving as a professional specialist (e.g. counselors, psychologists, media specialists, etc.) not including support staff and substitutes.
- 9.5 The term "superintendent" shall mean the Superintendent of the Eagle County School District.
- 9.6 "TECDA" shall mean the Teacher Employment Compensation and Dismissal Act. C.R.S. 22-33-101 to 403

**Article X: Licensed Staff Work Load/Planning Time/Extra Duty**

- 10.1 A teacher's primary duty is to teach, and every effort shall be made to confine teachers' activities to this primary responsibility.
- 10.2 The administration shall ensure the equitable distribution of work among the staff.
- 10.3 Salaries on the salary schedule are based on a teaching contract year. The amount of contract days is 186, inclusive of two (2) days for comp days for Parent-Teacher Conferences that are held after regular business hours and inclusive of two (2) flex-days in which certified staff complete tasks outside of the designated contract time. 11 of the 186 days are divided between teacher work time and professional development time with six (6) days assigned as teacher directed work time and five (5) days assigned as professional development time. Dividing the salary on the schedule by the number of contract days, determines an individual teacher's daily rate of pay. The normal professional work week shall consist of 40 hours on student contact days with starting and ending times to be set by the principal. Schools are responsible for creating a space for students to congregate before the first bell ensuring that staff have time to prepare for the day. The professional workday shall consist of 8 hours (inclusive of lunch) on days when students are not in attendance (i.e. teacher work/professional development days). All reasonable efforts shall be made to ensure a 30 minute duty free lunch daily. A variation from this can be made from time to time by mutual consent of the supervisor and supervisee. Activities and services which make minor demands on the teacher's time shall be part of each teacher's basic assignment.
- 10.4 Building business in whatever frequency it is scheduled by the building principal, shall not exceed one (1) hour per month beyond the normal professional workweek, or will not exceed ten (10) hours a school year.
- 10.5 Minor demands made in excess of the 40 hour workweek should be limited but part of a teacher's responsibility. Staff will receive extra duty pay for their time for any hours required by building administration over and above the 40 hour work week, except as otherwise stated in 10.4.
- 10.6 Parent/Teacher conferences are a job expectation that will be scheduled biannually by the school principal and staff members at each individual school.
- 10.7 If a flexible schedule is used, it should not exceed the 40-hour workweek without a bilateral agreement between the staff and building principal. The purpose of this time is to meet the staff development needs of the building and the District and its part of Eagle County School District teacher's professional responsibility to attend.
- 10.8 Teachers who, because of their assignments, must travel from one building to another, shall have workloads, planning time, and duty assignments consistent with other full-time teachers. That is, if a teacher is teaching half time in one building and half-time in another, the principals should

consult on schedules and duty assignments to ensure that the teacher is not assigned to more duties than other full-time teachers.

- 10.9 A district schedule of a PLC rotation shall be created outlining a four (4) week rotation. Within the four week rotation, three (3) will be PLC time of no less than 75 minutes per week, and one (1) will be teacher-directed planning. All teachers will participate in this collaborative professional learning time as staff development which does not include department meetings or staff meetings. The teacher-directed planning time of 75 minutes is in addition to the 300 minutes of planning time defined in 10.13. This time must be outlined in the building master schedule.
- 10.10 The following guidelines shall be utilized for determining maximum class size:
- Kindergarten, First Grade - 20 students per class
  - Second and Third Grade - 23 students per class
  - Grades Four through Five - 25 students per class
  - Grades Six through Twelve - A school average of 25 students per class (The nature of a departmentalized school is that some classes will be larger than others)
- 10.11 When balancing classes, consideration should be given to the even distribution of children with exceptional needs (e.g. those identified by the District as exceptional children, those with limited language skills, or those who have been identified by the District as having behavioral problems).
- 10.12 Planning time shall be defined as, "quality preparation for instruction that may be individual or collaborative that is teacher directed and that is free from other responsibilities, with the exception of evaluation meetings, IEPs and 504s. Planning time is proportionate to an employee's full-time equivalent (FTE). During the regular 40 hour work week all teachers will receive a minimum 300 minutes per week that is free from his/her teaching assignment. Teachers shall be compensated at the current class-coverage rate for meetings that encroach on their 300 minutes of planning time, except for meetings/responsibilities defined in 10.3.
- 10.13 The minimum plan time of 300 minutes per week will be scheduled in no less than 30 minute blocks.
- 10.14 A teacher who is asked to supervise another teacher's class has the option of accepting or declining. A teacher who covers another teacher's class during his/her preparation period will be paid the extra duty rate of the current school year, prorated. When teachers combine two classes due to having a staff absence that is unfilled by a substitute teacher, they will be compensated at the extra duty rate of the current school year, prorated. Specialist teachers who are reassigned for the day and need to complete extra duties outside of the contract day, will receive extra duty pay for the additional time. These hours will be recorded by the Office Manager who will submit the hours at the end of each semester to the Office of Human Resource Services for payment.

- 10.15 Teacher leaders shall be released no less than twenty-five (25) and no more than fifty (50) percent of their week to perform their duties and responsibilities required by this role.
- 10.16 Teacher leaders are required to be instructing students for a minimum of fifty (50) percent of their contracted hours.
- 10.17 Part-time employees will be expected to participate in their proportionate share of all school activities/duties in which an employee in that position would normally participate. A "proportionate share" shall be determined by agreement between the supervisor(s) and the employee(s). Duty responsibilities of each individual will be defined and delegated by the supervisor(s). Although the employee will be assigned certain primary responsibilities, each employee will be available for other responsibilities in order to assure a coordinated program. This agreement will be developed as early in the school year as possible.

#### **Article XI: Evaluation of Licensed Personnel**

- 11.1 This agreement shall be considered part of the district's licensed personnel performance evaluation system. The district's licensed personnel evaluation system shall be developed and implemented in accordance with state law. The Board shall consult with district administrators, teachers, parents and the advisory school district licensed personnel performance evaluation council in developing and evaluating the district's evaluation system.
- 11.2 The purposes of the district's licensed personnel evaluation system shall be to serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure the professional growth and development and the level of effectiveness of licensed personnel. The district's licensed personnel performance evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance pursuant to state law, if applicable. For purposes of this agreement and the district's licensed personnel performance evaluation system, "unsatisfactory performance" shall be defined as a performance rating of "ineffective. "
- 11.3 The school district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.
- 11.4 Nothing in this agreement shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board policy or contract. Neither shall this agreement and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.
- 11.5 Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the Board

from modifying an employee's contract status, employment status or assignment under the terms of the employment contract and state law. The content of the evaluation, the rating given and any improvement plan shall not be grievable under the district's formal grievance process.

- 11.6 All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law. Any dismissal or other employment action shall be in accordance with applicable state law, collective bargaining agreement, and Board policy.

**Article XII: Professional Staff Contracts and Compensation. Licensed Staff Contracts/Salary Schedules**

- 12.1 All instructional personnel, except substitutes, shall be employed on the basis of a written contract. All employment contracts, except for the employment of the Superintendent shall extend for a period of one year or the remainder of the year. Interim teachers shall receive contracts clearly marked "Interim" and "Nonrenewable".
- 12.2 Newly hired teachers to Eagle County Schools will receive a "preliminary offer of employment" letter from Human Resources. This letter is intended to communicate with the employee that the District is interested in hiring the employee contingent upon the following items:
- A determination being made by the Office of Human Resource Services that the potential employee is "highly qualified" under Colorado's definition of a highly qualified teacher for the position that s/he has been preliminarily offered.
  - Background check being cleared by the Colorado Department of Education/Colorado Bureau of Investigation.
  - Approval by the Board of Education.
  - Receipt of completed application materials and the required pre-employment and post-employment paperwork.
  - Telephone reference checks.
  - Verification and submission of appropriate licensure issued by the Colorado Department of Education.
- 12.3 The salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if the teacher has been relieved of the additional duties.
- 12.4 Over and Underpayments. If the District or the employee becomes aware of an apparent overpayment or underpayment, the other party shall be given immediate written notification of such fact. Within 30 days of the District's receipt of written notification from the employee that the employee has been underpaid, the District shall pay the employee the amount owing to the employee on the next scheduled payroll date. Within 30 days of the employee's receipt of written notification from the District that the District has overpaid the employee, the employee shall repay the amount owed to the District, without interest. If the employee fails to repay the District, the District shall have the right to withhold the amount due the District from any monies which the District owes the employee. In no event shall any claim by the employee or the District for overpayment or underpayment be recognized more than 12 months after the date on which such overpayment or underpayment occurred.

- 12.5 The District recognizes the link between the educational preparation of its licensed staff and the ability of teachers to respond to the educational and psychological needs of the students. In order to promote the welfare of both the students and the staff, the District has adopted the following salary agreement which recognizes the relationship between professional development and the ability to respond to students' needs. This agreement will reward educational attainment that advances the staff member toward an educational goal stated in a salary schedule advancement plan.
- 12.6 There shall be no discrimination in salary because of race, color, age, religion, sexual orientation, gender identity, or gender.
- 12.7 All teachers will be classified upon entry into the school district for the purpose of placement on the salary schedule. Initial placement on the schedule will be at a level warranted by position, education, and experience. In calculating experience, two full semesters of full-time teaching shall be counted as one year's experience.
- 12.8 It is the responsibility of the teacher to maintain an appropriate Colorado professional license and endorsement. Licenses must be registered in the Human Resource Services Office. Failure to maintain and renew one's license will be considered breach of contract.
- 12.9 A full year of employment will be credited in the District if the employee works at least the last 120 days of the academic year in a continuous assignment for at least 20 hours per week.
- 12.10 Up to thirteen complete years of experience in a public PreK-12 school district, fully accredited private school, college or university, or relevant clinical/vocational setting that directly pertains to the individual's assignment in the District shall be recognized for initial placement on the salary schedule. Teachers with these related experiences will be granted experience credit for the years employed at least 20 hours per week under a regular contract while holding appropriate credential endorsements. To qualify for non-probationary status the teacher must meet the requirements as defined by Colorado State Statutes.
- 12.11 Licensed employees returning to the District after a break in service (as defined by a separation of employment where the licensed employee is not present due to a resignation on his/her scheduled work and/or contract days) will be placed on the salary schedule either as a new employee to the district or they will be placed with the salary that they were earning at the time of their separation, whichever is greater.
- 12.12 Decisions regarding initial placement on the salary schedule will be made by the Chief Human Resources Officer when the initial contract is tendered. Salary decisions will be based upon documentation of experience and transcripts available at the time the initial contract is offered.
- 12.13 Items not covered in this agreement that arise will be left to the discretion of the Superintendent or his/her designee.

#### **Article XIII: Staff Paid Leave**

- 13.1 All leave except, military, jury duty and professional leave shall be known as "paid leave". Paid leave may be used for any and all absence reasons including but not limited to personal,

illness/medical, bereavement (up to 5 days) and religious holidays. However, to maximize student learning, staff members are encouraged to not use paid leave for those activities that can be scheduled outside of the school day. The district also encourages staff members to schedule any and all appointments that do not extend holidays or vacation periods.

- 13.2 All leave is calculated based on an employee's FTE equivalency.
- 13.3 Paid leave shall be available for all eligible employees working on a regular basis, one day of paid leave shall be credited for each 18 days worked. The annual number of leave days will be credited to a staff member's record on the first day of employment and on or around August 1st of each subsequent year.
- 13.4 Part-time staff members (less than 0.5 FTE) and guest teachers shall accrue one hour of paid leave per 30 hours worked, up to 48 hours per calendar year.
- 13.5 If any paid leave hours are left at the end of the fiscal year, they are automatically rolled into prior year's accumulated (PYA) leave.
- 13.6 Prior year's accumulation may only be used after all current paid leave has been exhausted and is then only used for reasons of illness or bereavement.
- 13.7 Paid leave time shall be used in 1/4 (one quarter) hour increments.
- 13.8 A supervisor may, at any time, inquire as to the nature or reason for any and all paid leave requested by an employee, including requiring appropriate documentation.
- 13.9 If a guest teacher cannot be accessed, it is possible that the request for the paid leave time may not be honored. Leave granted is generally based on the order in which requests are made and submitted to the supervisor; however, exceptions may be made by the supervisor.
- 13.10 It is required that the absence be approved by the supervisor prior to the staff member submitting their absence into the system.
- 13.11 Once approved, prior to the start of the leave, the staff member must report all types of leave to the absence management system. Leave may be processed as leave without pay in instances where the staff member has not reported it in a responsible manner.
- 13.12 If a staff member has used more paid leave than he/she has earned at the time of termination or resignation, the unearned amount (exclusive of Sick Leave Bank days that have been awarded) will be deducted from his/her final paycheck.
- 13.13 Upon a staff member meeting the eligibility criteria and conditions following twenty (20) years of continuous employment in the district, he/she will be eligible for up to 100 days of prior year's accumulated leave pro-rated based on FTE. This payment is PERA includable. Payment will be made on the staff member's final paycheck. In the event of a staff member's death, their

designated beneficiary will receive payment for unused prior year's accumulated leave up to 100 days.

#### Volunteer Sick Leave Bank

- 13.14 Any staff member who is entitled to paid leave may donate one day of current year's paid leave to the sick leave bank and thereby become a member. If the balance in the bank drops below 45 days, the staff members who are members, and any additional staff members who want to join the sick leave bank at that time, will be asked to donate an additional day to retain their membership and eligibility for this benefit.
- 13.15 Forty days is the maximum sick leave granted to any member from the bank for any one illness/injury.
- 13.16 To become eligible to use the sick leave bank, the staff member must have used all of his/her current year's paid leave and prior year's accumulated sick leave.
- 13.17 Intermittent leave for the same illness can also draw from the sick leave bank if intermittent treatment is prescribed by a physician for a life threatening illness. The staff member must have used all of his/her current year's paid leave and prior year's accumulated sick leave.
- 13.18 Requests for use must be accompanied by documentation from the attending physician, stating the individual is not able to perform the normal duties, the duration and seriousness of the illness, and when the staff member may be expected to return to work.
- 13.19 At the discretion of the human resources office, the applicant may be asked to submit to a physical examination by a physician chosen by the human resources representative. If required, the examination will be at the expense of the district.
- 13.20 A member employee withdrawing from the sick leave bank or terminating employment may not withdraw contributed day(s).
- 13.21 Open enrollment into the sick leave bank is limited to the first month of employment or during the annual health insurance open enrollment period.
- 13.22 Staff members receiving Worker's Compensation or long-term disability benefits, will not be eligible to make application to the sick leave bank.
- 13.23 Staff members may at their discretion donate from their current year's allocation of paid leave hours to another staff member who has exhausted his/her current year's paid leave, prior year's accumulated leave and sick leave bank days. The staff member who wants to donate hours may access the form electronically via the district's website.
- 13.24 Donated hours must be received in the human resources office within 30 calendar days after the commencement of when the donated hours would be utilized. Donated hours received after this timeframe will not be processed.



- 13.25 Staff members may donate leave hours that they have accumulated only in the current school year and cannot be carried into the next school year (July 1st through June 30th).
- 13.26 If a separation of employment occurs or if a staff member has used their leave hours themselves, that staff member is not eligible to donate their accumulated hours to another staff member.
- 13.27 One staff member may have a maximum of 60 days donated to them.

**Article XIV: Licensed Staff Supplementary Pay Plans**

- 14.1 Activities and services that make minor demands on the teacher's time shall be part of each teacher's basic assignment. However, teachers who are regularly assigned to duties which require extra time or responsibilities over and above their basic contractual obligations shall receive extra compensation in accordance with the Supplementary Pay Schedule (GCBC-EI), which is included in the Collective Bargaining Agreement.
- 14.2 Whenever possible, supplementary pay assignments will be assigned to the district's licensed staff members. However, arrangements may be made to unlicensed persons whose qualifications and experience would clearly benefit the extra-curricular or co-curricular program.
- 14.3 Payment for supplementary pay contracts will be made in one lump sum payment at the conclusion of the supplementary pay assignment.
- 14.4 Principals/supervisors will authorize Human Resources to make payment only when all records and inventories have been completed to their satisfaction.
- 14.5 The teacher's supervisor initiates the Change of Status form for payment of the supplementary pay at the conclusion of their assignment. The change of status form must be received in Human Resources accompanied by a performance evaluation and reasonable assurance questionnaire and will be paid in the next available pay period.
- 14.6 All newly hired coaches and sponsors must attend a Human Resources Orientation prior to beginning work and will be compensated at the end of their season.
- 14.7 Teachers who serve on district-level curriculum committees that meet outside of the school day shall be compensated at the rate indicated in the Supplementary Pay Schedule (GCBC-EI ).
- 14.8 Teachers and other persons (excluding district administrators) employed for extra-curricular duties will be paid per hour per the current year's salary schedule when services are performed such as ticket taking, crowd control, time keeping, score keeping, or other work as deemed necessary by the school administration, if they are not otherwise compensated.
- 14.9 Sponsor positions will be capped at 12 positions at each comprehensive high school and 5 positions at each middle school.
- 14.10 Coaches/sponsors of high school sports/activities will receive an additional one-twelfth (1/12) of their extra-duty pay for each week beyond the regular season.

- 14.11 The position of high school "weight training/strength and conditioning coach" will be paid per the current year's salary schedule and the total number of hours is not to exceed one hundred and seventy-two (172) hours.
- 14.12 One year of paid high school or collegiate coaching experience will be equivalent to one year of experience for the purpose of placement on the Supplementary Pay Schedule up to 15 years maximum prior experience. Middle school or elementary coaching experience should be equivalent to .6 year experience for the purpose of placement on the Supplementary Pay Schedule. Odd numbers will be rounded up if .5 or more and rounded down if less than .5. Paid or unpaid club coaching experience that is commensurate with high school or collegiate coaching experience will also be recognized for purposes of placement on the Supplementary Pay Schedule.
- 14.13 Coaching stipends and ratios will be found on the current year's Supplementary Pay Schedule.

#### **Article XV: Staff Reduction in Force**

- 15.1 The Board of Education may implement a Reduction in Force (RIF) in the case of declared fiscal exigency. The Board may cancel the employment contracts of non-probationary teachers without penalty of the District when the Board determines that there has been a justifiable decrease in the number of teaching positions. The RIF process will be managed building by building by identifying programming that is in the best interest of students. Years of service in Eagle County Schools will be considered as a part of this process.
- 15.2 A reduction in force (RIF) is reducing the FTE allocation for a position and cancelation of teacher contracts because of financial limitations or the Board of Education declared fiscal exigency for the District. This language defines that both a person and a position can be part of a RIF. This process is separate and different from displacement.
- 15.3 When the District has determined that a justifiable decrease in the number of teaching positions within the district is necessary, the district will rely on the past year's evaluation score as the evaluation score for the RIF. The only exception will be teachers returning from a leave of absence and those teachers will use their most recent evaluation score prior to taking a leave of absence, as their evaluation score for the reduction in force. Teachers returning from leave will participate in the reduction in force if they choose to return to the district.
- 15.4 In the event of fiscal exigency, first year teachers will have their jobs automatically canceled at the end of the school year, unless a first year teacher is in a "hard to fill" position. Hard to fill positions are defined as Special Education, English as a Second Language, Math, Science and Bilingual positions. All other positions are not considered hard to fill by the district. First year teachers in hard to fill positions are still held accountable for performance through the evaluation system and can be non-renewed for performance.
- 15.5 Years of service within Eagle County Schools will be included within the decision making process. The District values consistency and longevity and those qualities are considered to be in the best

interest of students by the district. As described in the process section below, teachers will be organized by seniority within the evaluation bands.

- 15.6 Teachers that are on a leave of absence and returning to the district will be included in the following RIF process. The district will also consider teachers with multiple certifications and their flexibility of placement within a building.

#### 15.6.1 Process

- A. The District, with input from the building and the Board of Education, will decide on programming which will define the number of teaching positions available to best meet students' needs in each building.
  - I. Elementary school level will consider classroom teaching positions at primary and intermediate levels, licensed support and specials positions separately.
  - II. Middle school level will consider core classroom, licensed support and elective positions separately.
  - III. High school level will consider core departments, licensed support staff and electives separately.
- B. The Principal, with input from the District, will fill positions within the building programs starting with the highest evaluation in each area within each building. The district is under no obligation to backfill the FTE balance of a position that has been reduced from the RIF.
- C. The balance of teacher contracts not offered a position shall be canceled.

#### 15.6.2 Process Flow

- Step 1. The district Principals with input from the District and the Board of Education will identify the numbers of positions to be reduced in different programs at different levels.
- Step 2. First Year Teachers' jobs will be canceled except those in "Hard to Fill" positions. The reduction in force will be done by last year's evaluation and because first year teachers have no evaluation they will be the first group to have contracts canceled. First year teachers in hard to fill positions, are still held accountable for performance through the evaluation system and can be non-renewed for performance.
- Step 3. Programs will be filled in each building by last year's evaluation. Positions will be filled starting with the highest evaluation to the lowest for highly qualified teachers in each program, within each building. Teachers will be placed into bands by the district and then arranged by years of service within each band.

#### Evaluation Bands

- A. Highly Effective
- B. Effective
- C. Partially Proficient
- D. Ineffective

Teachers will be organized by years of service within each Evaluation Band, then jobs will be assigned from longest serving to most recently hired.

Step 4. Teachers not offered a position in their building will have their jobs canceled in the District RIF process.

#### 15.6.3 Reapplication

Employees that have had their positions canceled shall be able to reapply for any positions for which they are highly qualified if positions come open due to attrition or changes in financial situation or program.

- A. All benefits which a non-probationary teacher had earned at the time his/her employment contract was canceled, including unused accumulated annual leave (unless the leave has been paid out at the time of termination-employees with 20+years of service) and continuing employment schedule placement will be restored to such teacher upon his/her reemployment if they are reemployed within twelve (12) calendar months of the Reduction in Force. In effect this will not be treated as a break in service. However, any teacher applying for and receiving a position in the district outside the 12 month time period will have made a break in service and will be given credit for their teaching experience up to the maximum initial salary placement on the salary schedule placement in accordance with this agreement.
- B. The district shall prepare and maintain the list of teachers impacted by a RIF. A copy of the RIF list and subsequent revisions shall be furnished to the Eagle County Education Association upon request.

#### 15.6.4 Appeals

The District shall use the grievance procedure for all appeals. This procedure is outlined in this agreement. Complaints shall be judged on the following criteria:

- A. Whether there was a rational basis for the district's determination that justifiable decrease in the number of teaching positions was required, and/or,
- B. Whether the decision to cancel the teaching contract of a particular teacher was arbitrary or capricious

### **Article XVI: Staff Concerns/Complaints/Grievances**

16.1 It is the Board's desire that procedures for settling differences provide for prompt and equitable resolution at the lowest possible administrative level, and that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal. The grievance process should not be viewed as a negative situation in which one party wins and one party loses, but rather should be viewed as an effective problem-solving process, and should be treated in a confidential manner.

#### 16.2 Definitions

16.2.1 A "grievance" shall mean a complaint by a staff member employed by the Eagle County School District that there has been a violation, misinterpretation, or inequitable application of any of the existing Board of Education policies or Collective Bargaining

Agreement. This shall not apply to any matter for which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

16.2.2 An "aggrieved person" is a staff member asserting a grievance.

16.2.3 The term "days," except where otherwise provided in this agreement, shall refer to calendar days.

16.2.4 The term "reprisal" shall be defined as punishment or negative feedback arising from participation in a grievance process.

### 16.3 Principles

16.3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.

16.3.2 The proceedings under this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

16.3.3 Regardless of status (probationary or non-probationary), no staff member who files, participates in, or is a witness to a grievance will experience reprisal.

### 16.4 Timelines

16.4.1 Since it is important that grievances be processed as rapidly as possible, the number of work days indicated at each step should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

16.4.2 In the event that a time period provided in the grievance procedure expires during a vacation period occurring during the school year or during summer vacation, the time limit shall be extended to and shall include the next regularly-scheduled working day.

16.4.3 If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

16.4.4 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty-one (21) days (to include Step IA - Informal Procedures and Step 1B, Formal Procedures, Steps 1 through 4,) after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

## 16.5 Recording/Monitoring

- 16.5. When a formal grievance is filed, form GBK-EI will be sent to the Superintendent. The form includes the name of the person filing the grievance, the party against whom the grievance is filed, the name of the immediate supervisor, the date the grievance is being filed, the policy/practice or contract provision being grieved, and the relief sought. This action is necessary so that there can be an official record of all formal grievances.

## 16.6 Grievance Procedure:

### Step IA - Informal Procedure

1. If a staff member has a grievance, (s)he should first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally. The grievance need not be in writing and either party may have representation, however this effort made to resolve the problem should be identified by the employee as the informal procedures. (Step IA).

### Step 1B - Formal Procedure

1. If the aggrieved person is not satisfied with the disposition of the grievance through informal procedures, (s)he may submit the problem as a formal written grievance to his/her supervisor, using form (GBK-EI).
2. This written statement will include but not be limited to the following information.
  - a. The date of the alleged grievance.
  - b. The time of the alleged grievance, if applicable
  - c. The person(s) perpetrating the grievance situation
  - d. A detailed narrative of the circumstances that led to the filing of the grievance
  - e. The policy/practice or agreement provision being grieved
  - f. Relief sought
3. A staff member who is not directly responsible to a first-line supervisor may submit the formal written grievance directly to the person who is being grieved with the alleged misinterpretation, violation, or inequitable application of any of the existing Board policies. If a grievance is filed by a staff member and is directed against a District Office administrator, Step IA need not be completed.
4. The aggrieved person may discuss the grievance personally or may request that a representative accompany him/her and/or act on his/her behalf at all levels of the grievance procedure. Such representation would require the written consent of the aggrieved person.
5. The supervisor shall within seven (7) days, render a decision in writing to the aggrieved person.

## STEP 2 - Formal Procedure, Appeal to Superintendent

1. In the event that the response to Step 1B is not considered satisfactory by the staff member, an appeal will be made to the Superintendent. This appeal will be made in writing within ten (10) working days.
2. The appeal must include the following:
  - a. The original grievance statement
  - b. A copy of the response of the immediate supervisor (if applicable)
  - c. A statement indicating the reason for an appeal to the Superintendent
3. The Superintendent has a period of fourteen (14) working days to study the material submitted, investigate the circumstances, review the District policies, and respond to the grievance. The Superintendent's response will be presented to the individual in writing. It may include a conference with those parties involved, if considered necessary.

## STEP 3 - Formal Procedure, Hearing Officer (Optional)

1. In the event that the response to Step 2 is not considered satisfactory by the staff member, an appeal may be filed in writing with the Executive Board of the organization selected to represent teachers. This appeal will be made in writing within seven (7) days of the decision made by the Superintendent in Step 2, and a copy of the appeal will be sent to the Superintendent.
2. The organization selected to represent teachers will review and study the case and make a formal written decision within seven (7) working days as to whether or not it wishes to provide the resources necessary to pay for one-half of the cost of contracting with a hearing officer. This formal written decision will be shared with the staff member and with the Superintendent. Costs for the services of the hearing officer shall include consultation fees, per diem expenses, actual and necessary travel expenses, and subsistence.
3. The proposed budget/costs (supplied by the chosen hearing officer) of the hearing process must be approved in advance of final acceptance of the contract.
4. If the organization selected to represent teachers chooses not to support the grievance, the aggrieved party has the option of going directly to Step 4 or the option of paying for all costs necessary to implement Step 3, Hearing Officer.
5. An aggrieved person may choose to go directly from Step 2 to Step 4 (i.e. to not consider the Hearing Officer, but instead to go directly from the decision of the Superintendent to a final decision by the Board of Education).
6. Unless both sides agree otherwise, the Board and the Association shall, within five (5) days of the decision to proceed with a hearing officer, submit a written request for a hearing officer to the American Arbitration Association. The request to the American Arbitration Association shall ask that a list of five (5) qualified hearing officers be submitted to the Board and the Association. The hearing officer shall be selected by the Board and the Association five (5) business days after receipt of the names of hearing officers. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to hear the dispute. The party striking first shall be determined by lot. If the hearing officer declines to accept, the last two names that have been struck from the

list shall be sent to the American Arbitration Association with the request to select the hearing officer from between the two.

7. The format of the hearing will be left to the discretion of the Hearing Officer. Objective decisions, based upon comprehensive data, will be expected.
8. The Hearing Officer must issue a report within fifteen (15) days after the date of the close of the hearings. Decisions and recommendations made by the Hearing Officer will be advisory to the Board of Education. The Board of Education will receive a report from the Hearing Officer not later than the next regular Board meeting and will make a final decision not later than one month from the date of receiving the recommendations of the Hearing Officer.

#### STEP 4 - Board of Education

NOTE: This step applies only to staff members who have chosen to bypass Step 3.

1. In the event that the response to Step 2 is not considered satisfactory by the staff member, he/she may request the Superintendent to schedule a hearing with the Board of Education to review the filed grievance. Such request shall be made in writing within ten (10) days of the decision made in the appeal to the Superintendent in Step 2. The hearing with the Board will be in executive session and not open to the public.
2. The hearing with the Board will be scheduled to enable the Board to review the material provided to them by the Superintendent. The executive session will be scheduled for a regular Board meeting, but in no case more than (30) working days from the request for the Board hearing. The Superintendent will notify the staff member in writing of the time and date of the scheduled executive session in which the grievance will be acted upon.
3. The Board of Education has the final ruling on the disposition of the filed grievance within the structure of the School District.
4. A decision will be made by the next regular Board meeting, but in no case more than 30 working days after the executive session with the Board of Education

#### **Article XVII: Staff Benefits**

- 17.1 District employees shall participate in the Public Employees' Retirement Association, in which both the employee and the District make monthly contributions, unless the employee is exempt from the statutory requirements for PERA membership.
- 17.2 To receive health insurance, a staff member must be assigned and work in one or more jobs that result in the employee working at least 30 hours per week. (i.e. temporary or substitute employees are not eligible for benefits). To be eligible for paid leave specifically, the employee must be working at least 20 hours per week. If an employee drops below 20 hours per week, they become ineligible for this benefit which means they will lose any accumulated leave that they may have and they will not be eligible to accumulate additional leave.
- 17.3 Available district benefits include, but are not limited to:
  - Paid Leave (see Article 13)
  - Sick Leave Bank (see Article 13)
  - Public Employees' Retirement Association (PERA)



- Health and Dental Insurance (refer to current plan year document)
- Tax-Sheltered Annuity Programs and PERA 401 (k)

- 17.4 An employee who is on extended leave will not be eligible for benefits during the time (s)he is not employed. Health insurance benefits and other insurance payments that are deducted from the employee's paycheck may be continued during the extended leave if that employee pays the total cost (district and/or employee share) of the benefit/deduction. Payments for the continuation of these benefits must be received by the Payroll Office on or before the first of each month. If an employee chooses to drop a program during an extended leave, it will be the responsibility of the employee to reinstate the benefit, should (s)he desire to do so.
- 17.5 The health insurance benefit will be effective the first of the month following 30 calendar days of employment with the District. See current premium cost on the Human Resources page of the website.
- 17.6 Employees who resign from or are terminated from Eagle County Schools will automatically receive from the benefit plan administrator; information regarding continued health insurance coverage available as a result of Federal COBRA laws and regulations. Employees completing their full "contracts" can expect their health insurance to expire at midnight on August 31 st. Employees who do not fulfill their full work year can expect their health insurance to expire at midnight on the last day of the month in which their employment ends.
- 17.7 The Employee Benefits Trust will be responsible for studying, evaluating, and making recommendations regarding insurance benefits for District staff members. The membership of this committee will include, at minimum, the Executive Director of Human Resources, the Chief Operating Officer, three licensed staff members including two members of the Negotiating Team, and three support staff members. The Chief Operating Officer appoints staff members for 2 year rotating terms.
- 17.8 This committee will annually review the benefits and effectiveness of the insurance program. This committee will determine when this annual assessment needs to include input from the full membership. The members of the committee will be communicated to all employees annually. Employees are encouraged to provide input regarding benefits and effectiveness of the insurance program. The EBT will bring recommendations to the negotiations team.

### **Article XVIII: Teacher Displacement**

- 18.1 Consistent with the Board's authority to direct the district's educational programs, the Board may take action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution. Displacement occurs when such Board action results in the removal of a non-probationary teacher from the teacher's assigned school. This agreement policy and accompanying regulation shall apply to the designation and reassignment of a displaced teacher.
- 18.2 This agreement and accompanying regulation shall not apply to teacher dismissals, non-renewals, reductions in force or other personnel actions that do not result in displacement of teachers.

### 18.3 Definitions

For purposes of this agreement and accompanying regulation, the following definitions shall apply:

- A. "Teacher" means a person who holds a teacher's license issued pursuant to the Colorado Educator Licensing Act, C.R.S. 22-60.5-101 et seq. and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within the school district.
- B. "Displaced teacher" means any non-probationary teacher who is removed from the teacher's assigned school as a result of Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution. If there is a question about selecting a teacher to be displaced, the district will refer to the teacher flowchart detailed in GCQA-GCQB.
- C. "Mutual consent placement" occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal's consent must consider input from at least two teachers employed at the school.
- D. "Priority hiring pool" is a subgroup of displaced teachers who were actively employed and are non-probationary prior to displacement and who have not secured a mutual consent placement. Teachers in the priority hiring pool shall receive an opportunity to interview for available positions for which they are qualified within the district.
- E. "Hiring cycle" means the period of time during which the Board reviews the staffing needs of the district and acts to fill vacant positions, if any. The Board engages in one hiring cycle each calendar year: when the Board projects and fills staffing needs for the next school year (between approximately March and the day before the opening day of the next school year).
- F. "Transfer" means the reassignment of a teacher from one school, position or grade level to another in the district. Transfers that do not result from displacement will be addressed in accordance with the Board's transfer policy (GCKA).

### 18.4 Board of Education's determination and statement

- A. If the Board determines a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building necessitates action that may require the displacement of one or more teachers, it shall adopt a statement that reasonably identifies the action and the reasons for that action. This statement shall be transmitted to the Superintendent and made available to district faculty.
- B. To the extent possible, the Board shall establish the actual number of teacher positions to be displaced consistent with the Board's authority to establish educational programs within the district. If it is not possible at the time the Board issues its initial statement for the Board to address personnel implications, the Board shall issue a revised statement of action after receiving additional input from the superintendent.

### 18.5 Superintendent's action

- A. After receiving the Board's statement, the superintendent or designee shall prepare recommendations for appropriate personnel action, which may include teacher displacement, consistent with this agreement, Board policy, and state and federal law. As necessary and

appropriate, the superintendent shall submit to the Board such recommendations and the Board may revise as necessary its statement of action.

- B. The superintendent or designee shall cause written notice of displacement to be provided to all displaced teachers. Notice shall be in writing and delivered in person, by district email or by certified mail to a displaced teacher's address of record. The superintendent or designee shall immediately cause a displaced teacher to receive an initial list of all vacant positions for which the teacher is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need. Teachers will also receive in person counseling with the department of Human Resources.

#### 18.6 Mutual consent placement

- A. Displaced teachers shall have the right to pursue a mutual consent placement in the district. Any displaced teacher remains solely responsible for identifying available positions within the district and pursuing any and all vacancies for which the teacher is qualified. Displaced teachers who were non-probationary preceding their displacement shall be members of a priority hiring pool.
- B. During the period in which the teacher is attempting to secure a mutual consent placement, the district may place a displaced teacher in a twelve-month assignment, temporary or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment or instructional support role. Such assignment by the district is not a mutual consent placement.
- C. If a displaced teacher is unable to secure a mutual consent placement in a school of the district after twelve months or two hiring cycles, whichever period is longer, the district shall place the displaced teacher on unpaid leave until such time as the displaced teacher is able to secure an assignment.
- D. The following procedures shall be followed in effecting a Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution that causes non-probationary teachers to be displaced.

##### 18.6.1 Notice to individual teacher

- A. Within a reasonable time after receiving the Board's statement of action, that includes personnel implications, the superintendent or designee, shall cause written notice of displacement to be provided to all displaced teachers.

The written notice shall include:

- a. a copy of the Board's statement adopted pursuant to the accompanying policy or provisions of this agreement;
  - b. a copy of the accompanying policy or agreement provisions; and
  - c. a list of all vacant positions for which the displaced teacher is highly qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need.
- B. Notice shall be served upon the teacher personally, by district email or by certified or registered mail to the teacher's address as it appears in the school district's records. It shall be the teacher's responsibility to ensure that the district has the teacher's current address on file.

#### 18.6.2 Applications and priority hiring pool

- A. Displaced teachers shall be responsible for applying, consistent with the district's hiring procedures and practices, for any vacant position for which the teacher is qualified.
- B. The district shall create a priority hiring pool, which shall consist of displaced teachers who were non-probationary. Upon application, members of the priority hiring pool shall receive an opportunity to interview for available positions for which they are qualified within the district. These teachers will continue to receive notice of openings while in the priority hiring pool. In the event of a teacher displacement, any posting up to June 1<sup>st</sup>, will be posted internally for 5 days to the priority hiring pool first, then will be posted externally for 5 days.

#### 18.6.3 Mutual consent placement

- A. A principal shall recommend appointment of a displaced teacher to an assignment in the principal 's school if the review of the displaced teacher's performance evaluations and qualifications demonstrates that employment of the displaced teacher will support the instructional practice of the school. The principal 's recommendation shall also include input from at least two teachers employed at the school.
- B. If the Board approves the principal 's recommendation of a displaced teacher to a vacant position, the Board shall transfer the teacher into the assignment sought and the displacement/mutual consent provisions of law are satisfied. At that time, the Board shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been displaced.
- C. Consistent with Board policy, nothing in this agreement shall be construed to require a principal to hire a displaced teacher.

#### 18.6.4 Exclusive procedure

This procedure is the only procedure that shall apply to the designation and reassignment of a displaced teacher.

### **Article XIX: Special Service Provider (SSP) Non-Probationary Status and Due Process Rights**

- 19.1 All members of the bargaining unit who are SSPs not covered statutorily by the Teacher Employment Compensation and Dismissal Act (TECDA) (C.R.S. 22-63-101, et seq.) upon completing three (3) consecutive years of employment in the District while demonstrating effective or better evaluations, shall receive continuing employment rights and non-probationary status, similar to the rights of classroom teachers under TECDA. The dismissal standard for such bargaining unit members who have attained continuing employment rights will be the same just cause as for non-probationary teachers set forth in TECDA (C.R.S. 22-63-301); however, a due process hearing is not required to make this just cause determination. Notwithstanding these rights, no contract for any such bargaining unit member shall be deemed to create any property interest in such bargaining unit member's employment with the District, nor shall such contract entitle such bargaining unit member to any displacement process or displacement rights. Additionally, TECDA shall not apply.

Such bargaining unit members who have not yet completed three (3) consecutive years of employment in the District with demonstrated effectiveness or who earned continuing employment rights but then have two (2) consecutive years of demonstrated ineffectiveness shall serve on an annual contract as a probationary employee. At the end of any probationary contract term, the District may choose to offer further employment. Any such bargaining unit member who is notified on or before June 1 at the end of any probationary year in writing by the Superintendent or designee of the District's intent not to offer further employment, shall not be employed for the following year. Such annual contracts may be terminated or no contract offered for the following year for any nondiscriminatory reason or no reason at all.

19.2 At the time of the enacting of this provision, any bargaining unit member who is not otherwise statutorily covered by TECDA, and who has been employed with the District for the prior three (3) or more years with continuous effectiveness ratings, shall continue employment rights as set forth in Article 19.1 above. Any bargaining unit member who is not otherwise statutorily covered by TECDA and who has not been employed with the District for the prior three (3) years shall receive credit for years of continuous effective ratings received before the enacting of this provision.

19.3 All members of the bargaining unit who are not covered statutorily by TECDA and have earned continuing employment rights, shall be entitled to challenge any dismissal through the grievance and arbitration process herein.

19.4.1 During the grievance and arbitration period, the member shall have reasonable access to all pertinent documentation in the possession of the school district relative to the circumstances surrounding the charges.

#### **Article XX: Corrective Action – Due Process and Just Cause**

20.1 Just Cause: No educator shall be disciplined, reprimanded in writing, reduced in rank or compensation, or adversely affected in employment without just cause. No educator shall be dismissed from an extra-pay position during the term of such activity or season without just cause.

20.1.1 Just cause shall include the following factors:

- 1) Adequate Warning: employees have been informed of the rules and policies that may result in corrective action.
- 2) Reasonable Rules: rules and policies are not arbitrary, capricious or discriminatory.
- 3) Investigation: prior to issuing corrective action, administration has conducted a fair, consistent, and thorough investigation in order to determine whether the employee did in fact violate or disobey a rule or policy.
- 4) Proof: the greater weight of the evidence supports proof of infraction.
- 5) Equal Treatment: all rules, policies and penalties have been applied evenhandedly without discrimination.
- 6) Penalties: the corrective action administered adheres to progressive process outlined in this article.

- 20.2 Restorative Practices: Nothing in this article shall limit the District's ability to utilize restorative practices in lieu of the formal disciplinary contract with the consent of the Educator involved.
- 20.3 Progressive Discipline: Unless conduct is so severe to warrant immediate escalation, the district shall follow the progressive discipline procedure included below. The District may only escalate progressive discipline for behavior that is similar to that for which the educator has recently been disciplined.

- STEP 1 - Verbal warning
- STEP 2 - Letter of Warning
- STEP 3 - Letter of Reprimand
- STEP 4 - 1-day Suspension without pay
- STEP 5 - Termination

- 20.4 Due Process: Prior to any discipline, including suspension or termination, educators will be provided with due process. Due process includes written notice and an opportunity to be heard prior to any discipline decision being made.

20.4.1 Right to a Representative: Every educator has the right to have an Association representative in attendance at a meeting in which just cause and due process is discussed, which may include a fact-finding meeting and any meeting when corrective action is delivered, and/or at any meeting that a reasonable employee believes could potentially result in corrective action or any other disciplinary action. The district shall, whenever possible, provide the Educator adequate notice in order to allow time to secure representation.

20.4.2 Complaints Against Educators: When an administrator receives a written or verbal complaint against an Educator, the administrator or designee shall provide reasonable notice to the Educator of the complaint, including the necessary information in order for the Educator to appropriately respond. The principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate. Any complaints not disclosed pursuant to this section shall be excluded from any future disciplinary actions.

20.4.3 Reply: Every educator has the right to confront and discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.

20.4.4 Investigative Process:

Duration: Any investigation shall be completed as expeditiously as possible.

Administrative Leave: All educators placed on administrative leave shall have the following rights and protections.

Unless explicitly required by statute, all administrative leave shall be paid and all benefits shall continue for the duration of the administrative leave. If the district determines that

a statutory requirement for ending or changing pay and/or benefits exists, they must notify the educator in writing prior to any change in pay or benefits.

At the time the educator is placed on administrative leave, the administrator must hold a formal meeting with the educator, during which the educator must be notified of the specific allegation(s) and the basic reason for why administrative leave is necessary.

The administrator shall provide the teacher a letter including the written expectations and procedures the educator is expected to follow while on administrative leave.

If an investigation must extend beyond seven (7) calendar days, or if the administrative leave must be extended, the teacher and the Association shall be notified in writing the reasons for the extension and the expected date of completion of the investigation and/or leave.

Conclusion of Investigation: At the end of an investigation, the district must notify the educator that the investigation has concluded and inform the educator of any outcomes from the investigation.

- 20.4.5 Appeal: Every educator has the right to appeal disciplinary action as outlined in Article XVI. except when the Board has accepted dismissal charges against a teacher pursuant to TECDA or where another bargaining unit member has earned continuing employment rights and is getting dismissed, which shall bar the processing of any such grievance. Further, this shall not apply to the nonrenewal of an Educator's probationary contract.

## **Article XXI: Academic Freedom**

### **21.1 Statement of Commitment to Academic Freedom:**

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints on free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

### **21.2 Fairness in Procedures Governing Academic Freedom:**

- 21.2.1 Freedom of individual conscience, association, expression; 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.
- 21.2.2 Teachers shall not be disciplined due to teaching controversial topics, or expressing their opinions on those topics so long as:

- 21.2.2.1 The teacher presents a balanced lesson consistent with recognized and accredited scholarship on the topic;
  - 21.2.2.2 The teacher uses materials which are relevant to the levels of ability and maturity of the students;
  - 21.2.2.3 The teacher maintains a classroom environment which is conducive to the free exchange and examination of ideas;
- 21.2.3 Teachers shall have the right to fully participate in the political process, including that of their public employers, including speaking with members of the public employer's governing body and engaging in other legitimate political activities in the same manner as other members of the public without discrimination, or retaliation.
- 21.2.4 Teachers shall have the right to publicly present opinions on matters of public concern or which have significant artistic value outside of work without discrimination, or retaliation.

### 21.3 Educator Created Materials and Inventions:

- 21.3.1 An Educator, who either individually or as part of a group, conceives, creates, or develops copyrightable materials or patentable inventions, as defined by law, during school hours, as part of a school assignment or activity, or utilizes school resources such as computers, software, facilities, or materials, shall have the ability to take any such materials or inventions off district servers, websites, or property at the end of their employment with the District.
- 21.3.1.1 The educator shall have the right to use or sell any such materials or inventions both during and after their employment with the District, and shall have the right to any proceeds made from the materials or inventions.

However, the district shall have the opportunity to stop the sale or distribution of material and exercise their intellectual property rights.



IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective representatives, this day 9 of June, 2022.

Eagle County Education Association:

By Karen Kolibaba, President ECEA  
(print name and title)

Signature: Karen M Kolibaba

Date: 6/9/22

Eagle County School District RE 50J

By: Michene Stecher, President BOE  
(print name and title)

Signature: Michene H. Stecher

Date: 6/8/22

