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## AGREEMENT

This Agreement is made and entered into by and between **SCHOOL DISTRICT NO. 1** in the County of Arapahoe and State of Colorado and the **ENGLEWOOD EDUCATORS** on June 2, 2026.

## PREAMBLE

The District and the Association recognize the desirability of continuing a policy and agreement which permit the teachers of the District to be represented by an organization of their choosing. The parties further desire to maintain processes of communications which are consistent with good administrative and educational practices.

The District and the Association recognize and declare that providing a quality education for the children attending the Englewood Schools is their mutual aim, that the character of such an education depends predominantly upon the quality and morale of the teaching staff, and that teachers are qualified to assist in formulating policies and programs designed to improve professional standards.

The attainment of the objectives of the educational program conducted by the District requires mutual understanding and cooperation between the District and teachers and, further, that such mutual understanding and cooperation are best fostered through good faith negotiations between the District and the Association with a free and open exchange of views.

In Englewood Schools, the District and the Association are committed to fostering a learning environment that is safe, inclusive, and engaging for all people that make up the beautiful mosaic of our community. As such, the District and the Association, in accordance with applicable laws, does not discriminate against students, employees, applicants for employment, or members of the public on the basis of disability, race, creed, color, sex, sexual orientation, marital status, gender identity, gender expression, religion, national origin, ancestry, family composition, need for special education services, or other protected class. Discrimination against employees based on age, genetic information, and conditions related to pregnancy or childbirth is also prohibited. The District and the Association appreciate the partnership of all the constituency groups that comprise the Englewood Schools community in ensuring that this is a welcoming, safe, and inclusive space for everyone. (Last Updated: June 2026)

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 – DEFINITIONS

1.1 The term "District" shall mean School District No. 1 in the County of Arapahoe and the State of Colorado.

1.2 The term "Board" shall mean the Board of Education of the District.

1.3 The term "Association" shall mean the Englewood Educators, affiliated with Colorado Education Association and National Education Association.

1.4 The term "Superintendent" shall mean the Superintendent of the District.

1.5 The term "administrator" shall mean all supervisory personnel employed by the District, including the Superintendent, Directors, Principals, and Assistant Principals.

1.6 The term "teacher" shall mean all non-administrative personnel regularly licensed by the teacher certifying authority for the State of Colorado and who are employed by the District under at least a one-half time "Employment Contract." Teachers shall include classroom instructors, librarians, media specialists, counselors, special education teachers, social workers, psychologists, licensed nurses, vocational instructors, speech therapists, others holding special services provider licenses, teachers on special assignment, department heads, and program coordinators.

1.7 The term “special services providers” shall mean a subset of teachers under the definition in this Agreement and includes persons other than a teacher, principal, or administrator who are employed by the District and licensed to provide professional services to students in direct support of the education instructional program.

1.8 The terms "District" and "Association" shall include authorized officers, representatives, and agents.

1.9 The terms "parties" as used in this Agreement shall mean the "District" and the "Association."

## ARTICLE 2 – RECOGNITION

2.1 The District recognizes the Association as the sole negotiating agent for the negotiating unit for the term of this Agreement.

2.2 The negotiating unit shall consist of all teachers in the District.

2.3 The parties agree that Englewood School Policy HH concerning recognition elections shall remain in effect for the term of this Agreement. If no recognition election is held, the Board shall continue its recognition of the Association as the exclusive representative of teachers for the purpose of negotiating a successor agreement as provided by Article 4.2.11 below.

## ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall become effective on August 1, 2026, and shall remain in effect until July 31,2027. This Agreement shall not be amended in whole or in part except in writing duly executed and ratified by the District and the Association. (Last Updated: June 2026)

## ARTICLE 4 - NEGOTIATING PROCEDURES

4.1 **Scope of Negotiations**.

4.1.1 The parties, through their designated representatives, agree to negotiate and reach agreements on matters of:

The Negotiated Agreement Salaries
Related Economic Items Leaves
Insurance Staff Relations
Joint Committees, Studies and Reports
Teachers' Representative Organization Procedures Work Day/Work Year
Procedures for Processing Grievances

4.1.2 The parties may agree to negotiate other matters.

4.1.3 All items in which neither party wishes to negotiate an amendment shall be maintained in full force and effect for the term of this Agreement.

4.1.4 The parties agree that negotiations in 2025-2026 for amendments to this Agreement which will become effective on August 1, 2026, shall be limited to the amount of the base salary on the Teachers' Salary Schedule in its now-existing format, the amounts of the District's contributions to the now-existing group insurance plans, and two proposals from each party. Notwithstanding the foregoing, negotiations for amendment in 2025-2026 shall be limited to two language proposals from each party. Each such proposal concerning an existing provision of this Agreement shall be limited to one Article of this Agreement; and each proposal concerning adding a new provision or Article to this Agreement shall, in similar manner, be limited to one specific subject, e.g., the specific subject of health insurance versus the general subject of insurance. The parties may mutually agree to reasonably increase the number of proposals to be negotiated and/or may mutually agree to permit a proposal to expand beyond on Article of this Agreement. (Last Updated: June 2025).

4.2 **Negotiations Procedures**.

4.2.1 **Request for Negotiations**. Written requests for negotiations shall be submitted by the Association to the President of the Board via the Superintendent, or by the Board to the President of the Association via the Superintendent. Such written requests shall be submitted no sooner than March 1, and not later than March 15, in each year during which negotiations are to be conducted. Written acknowledgment of receipt of requests for negotiations shall be made within ten calendar days by either party via the Superintendent. The requirement to submit a written request and for the written acknowledgment of such request shall be waived in the event that the parties participate in a meeting or utilize another form of written communication prior to March 1 in which the parties agree to negotiate. The negotiating teams for the parties will meet no later than April 15 to simultaneously exchange proposals. The next negotiations session will be held no later than May 1 of that year. The parties may extend any of the aforementioned dates by mutual consent.

4.2.2 **Negotiating Teams**. Prior to the time set for entering into the process of negotiations, the Board and the Association shall each designate in writing the names of not more than six persons who shall serve as their respective negotiating teams and be responsible for negotiations pursuant to the provisions of this Agreement.

4.2.3 **Consultants**. Either party may utilize the services of consultants. Such use of consultants may, by mutual consent, include their participation at the bargaining table. Prior notification will be given at least one complete regular negotiations session in advance of their use. The consultant(s) will be identified as to person, expertise, and purpose. At no time will either negotiating team, including consultants, consist of more than six members.

4.2.4 **Negotiations Meetings**. Negotiations will be conducted at times and places agreeable to the negotiators named by each party and shall continue until agreement is reached. It shall be the duty of both parties to negotiate in good faith and timely fashion.

4.2.5 **Release Time for Negotiations**. Negotiations should be scheduled at times which will interfere least with school schedules. However, if the mutually agreed upon time is during the course of a school day, the members of the negotiating teams shall be released from school duties. The Association shall pay the cost of substitutes for its team.

4.2.6 **Negotiations Process**. During negotiations, the representatives of the Association and the Board will present relevant data, exchange points of view, and make proposals and counter proposals. Either team may request and shall receive information relevant to the topics under negotiations. The collaborative win-win model is the preferred approach.

4.2.7 **Open Meetings**. Negotiations shall be conducted in open sessions unless both parties agree to the contrary. Releases to the media may be made by either party except as otherwise agreed upon by the negotiating teams.

4.2.8 **Tentative Agreements**. Tentative agreements reached during negotiations shall be reduced to writing, dated and initialed by each team's chief spokesperson.

4.2.9 **Negotiations Deadline**. Either negotiating team may declare impasse at any time. If tentative agreement has not been reached by August 20, the procedure for resolution of impasses shall be implemented automatically. However, the negotiating teams may mutually agree to extend the August 20 deadline.

4.2.10 **Supplementary Negotiations**. The above-stated procedures do not preclude negotiations when the District and the Association agree that the need exists. Any agreement reached as a result of such supplementary negotiations shall be subject to the ratification procedure set forth in Article 4.4 below.

4.2.11 **Successor Agreement**. In the event that the Association is recognized by the District as the negotiating agent for the negotiating unit, written requests for negotiation of a successor agreement shall be submitted by the Association to the President of the Board via the Superintendent, or by the Board to the President of the Association via the Superintendent, in accordance with the procedures set forth in Article 4.2.1 above.

4.3 **Impasse Resolution**.

4.3.1 **Impasse**. If negotiations have reached an impasse, the issues in dispute shall be submitted to mediation/fact-finding for the purpose of encouraging the District and the Association, or their representatives, to reach agreement. The parties shall attempt to mutually select a mediator/fact finder.

4.3.2 **Selection of Mediator/Fact Finder**. In the event that the District and the Association are unable to agree upon a mediator/fact finder within five calendar days (excluding Saturdays, Sundays, and holidays) after an impasse has been declared, the American Arbitration Association shall be requested to submit, simultaneously, to each party an identical list of five persons skilled in the mediation/ fact-finding of educational matters. Each party shall have five calendar days (excluding Saturdays, Sundays, and holidays) from postmarked date to postmarked date in which to strike any names to which it objects, number the remaining names in order of its preference, and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party. From among the persons who have been approved on both lists, and according to the order of mutual preference derived from such lists, the American Arbitration Association shall invite the acceptance of a mediator/fact finder. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, the American Arbitration Association shall appoint a mediator/fact finder from its other members without submitting additional lists. Mediation shall begin within 30 calendar days (excluding Saturdays, Sundays, and holidays) after reaching impasse or at the earliest possible date that the mediator/fact finder is available.

4.3.3 **Mediator/Fact Finder's Authority**. The mediator/fact finder shall have the authority to hold hearings, make procedural rules, set the dates and times for meetings, and request subpoena of any persons and documents relevant to the issues at hand. The mediator/fact finder shall meet with the District and the Association, or their representatives, either separately or together, to mediate the disputes. Mediation/fact-finding will be conducted in open or closed sessions as determined by the mediator/fact finder.

4.3.4 **Mediated Agreements**. To the extent that a tentative Agreement is reached as a result of such mediation, the ratification procedures set forth in Article 4.4 below shall apply. If mediation fails in whole or in part, the mediator/fact finder shall report the issues which remain in dispute to the respective parties. Any item on which tentative agreement is reached during mediation shall be reduced to writing, dated and initialed by both parties.

4.3.5 **Fact-Finding**. If mediation has failed to bring about agreement on all issues, the mediator/fact finder shall proceed with fact-finding, unless either the District or the Association or their representatives object to continuing with the services of the mediator/fact finder. If either party objects, it is desirable that the reasons for objecting be discussed in confidence with the other party. Another fact finder shall then be selected as outlined in Article 4.3.2 above.

4.3.6 **Fact Finder's Report**. Within five calendar days (excluding Saturdays, Sundays and holidays) after receiving the fact-finding report of the mediator/fact finder or the fact finder, the District and the Association, or their representatives, will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting. Thereafter, such report shall be declared a public document. The respective parties shall take official action on the report of the mediator/fact finder or the fact finder no later than 30 calendar days (excluding Saturdays, Sundays, and holidays) after the meeting described above. In the event school is not in session, action on the fact finder's report shall take place within 30 calendar days (excluding Saturdays, Sundays, and holidays) following the resumption of school.

4.3.7 **Agreements Reached**. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the ratification procedures set forth in Article 4.4 below shall apply.

4.3.8 **Cost of Mediation/Fact-finding.** The costs for the services of the mediator/fact finder or fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the District and the Association.

4.3.9 **Stenographic Record**. Either party may request that an official stenographic record of all or part of the testimony taken at the fact-finding hearings be made and a copy of any transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share equally the entire cost of making the stenographic record.

4.4 **Ratification Procedures**.

4.4.1 All items on which tentative agreement have been reached during negotiations shall be submitted in writing to the Association for consideration. When the District is officially notified via the Superintendent that the Association has ratified the tentative agreement, the District shall act upon the tentative agreement.

4.4.2 Action on the tentative agreement by the Association and the District shall take place within 20 school days after tentative agreement has been reached.

4.4.3 If tentative agreement is reached during the summer vacation period, action on the tentative agreement shall take place by the 20th school day after the start of school.

4.4.4 If the Association or the District fails to ratify the Agreement, or if anticipated monies should not be available, negotiations shall be reopened on the entire Agreement.

4.4.5 After the Agreement has been ratified by the District, this Agreement shall be entered as an addendum to the policies of the District.

4.4.6 In the adoption of this Agreement, the Board hereby declares that nothing contained herein will be so construed or applied as to delegate or limit the powers, duties, discretion and responsibilities of the Board as prescribed by the Constitution and Laws of the State of Colorado. If any provision, language, or application of this Agreement shall be found to be contrary to law, such provision, language, or application shall be null and void. Immediate steps shall be taken, through the procedures set forth in Article 4.2 above, to revise the provision, language, or application of this Agreement to meet the conditions of the law. All other provisions, language, or application of this Agreement shall continue in full force and effect.

## ARTICLE 5 - GRIEVANCE PROCEDURES

5.1 **Definitions**.

5.1.1 A "grievance" shall mean a complaint by a member or members of the negotiating unit that there has been a violation or misinterpretation or an inequitable application of any of the provisions of this agreement.

5.1.2 Any personnel policy adopted by the Board of Education directly applicable to teachers which is not covered in this Agreement, and any administrative personnel procedures and practices directly applicable to teachers shall be grievable; provided, however, that the term grievance shall not apply to any matter for which the method of review or action is prescribed by law or the Board is without authority to act.

5.1.3 An "aggrieved person or persons" are members of the negotiating unit asserting a grievance.

5.1.4 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

5.2 **Purpose**. 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level in the grievance procedure.

5.3 **Procedures**. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the teaching year, and which, if left unresolved until the beginning of the following teaching year, could result in irreparable harm to 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 teaching year, or as soon thereafter as is practicable.

During each level of the grievance process, including at any time prior to the Board taking action on the Arbitrator's report pursuant to Article 5.3.4.9, if the grievance proceeds to Level Three, the parties may reach a settlement agreement in order to mutually resolve the grievance.

5.3.1 **Level One**.

5.3.1.1 A grievance will first be discussed with the aggrieved person's principal or immediate superior with the objective of resolving the matter informally, at which time the aggrieved person may discuss the grievance personally; may request that the Association’s representative accompany the aggrieved person; or may request that the Association's representative act in the aggrieved person’s behalf.

5.3.1.2 If the aggrieved person is not satisfied with the disposition of the aggrieved

person's grievance, at this time the aggrieved person may file a written grievance with the aggrieved person's principal within five (5) school days. The principal shall hold a hearing with the parties in interest within five (5) school days after receipt of the written grievance.

5.3.1.3 The principal shall provide the aggrieved parties with a written answer to the grievance within ten (10) school days after the hearing. Such answer shall include the reasons upon which the decision was based.

5.3.2 **Level Two**.

5.3.2.1 If the aggrieved person is not satisfied with the disposition of the aggrieved person's grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved person may file the grievance in writing with the Teachers' Rights Activities Commission (heal) chairperson within five (5) school days after the grievance decision has been rendered at Level One, whichever is sooner. Such grievances shall then be filed by the TRAC chairperson with the Superintendent's office within five (5) school days after receiving such written grievance.

5.3.2.2 The Superintendent or designee will represent the Administration at Level Two of the grievance procedure. The Superintendent or designee will meet with the aggrieved person in an effort to resolve this grievance; such meeting will take place within ten (10) school days after receipt of the written grievance by the Superintendent.

5.3.2.3 Decisions rendered at Level Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefor, and will be transmitted to all parties in interest and to the Association within ten (10) school days.

5.3.3 **Pre-Arbitration Mediation**.

5.3.3.1 If the aggrieved party or parties in interest are not satisfied with the decision or disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Superintendent or designee has heard the grievance, they may submit within five (5) school days a request in writing to TRAC that the grievance be submitted to pre-arbitration mediation.

5.3.3.2 If a grievance is submitted to pre-arbitration mediation, the timeline to submit a request for arbitration pursuant to Article 5.3.4 below shall be suspended.

5.3.3.3 Within twenty (20) school days after the aggrieved party or parties in interest have requested to TRAC that the grievance be submitted to pre-arbitration mediation, the Association will notify the Superintendent by letter of any Association request to submit the grievance to pre-arbitration mediation.

5.3.3.4 Within five (5) school days of the Administration's receipt of such request, the Superintendent and/or designee will notify the Association if the District desires to participate in the pre-arbitration mediation.

5.3.3.5 Within five (5) school days of the Association's receipt of such letter, the Superintendent and/or designee, and the President of the Association and/or

designee, will mutually attempt to select a mediator.

5.3.3.6 If the parties are unable to agree on a mediator, then the grievance may proceed to the process outlined for Level Three in Article 5.4 below.

5.3.3.7 All pre-arbitration mediation meetings shall be in closed sessions and no news releases shall be made concerning progress of the mediation.

5.3.3.8 Within forty-five (45) days of agreeing upon the mediator, the parties shall conduct the pre-arbitration mediation with the mediator. This date may be mutually extended.

5.3.3.9 If the parties reach an agreement in the pre-arbitration mediation meeting, such agreement shall be reduced to writing and shall be binding upon both parties.

5.3.4 **Level Three**.

5.3.4.1 If the aggrieved party or parties in interest are not satisfied with the decision or disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Superintendent or designee has heard the grievance on Level Two, or if no agreement is reached using pre-arbitration mediation, they may submit within five (5) school days a request in writing to TRAC that the grievance be submitted to arbitration.

5.3.4.2 Within twenty (20) school days after the aggrieved party or parties in interest have requested to TRAC that the grievance be submitted to arbitration, the Association will notify the Superintendent by letter of any Association decision to continue the grievance to Level Three. This having been done, the grievance will be submitted to arbitration.

5.3.4.3 Within five (5) school days of the Administration's receipt of such letter, the Superintendent and/or designee, and the President of the Association and/or designee, will simultaneously exchange lists of at least four (4) arbitrators. Within five (5) school days thereafter, a meeting of these individuals shall be held in an attempt to agree upon an arbitrator.

5.3.4.4 If the parties are unable to agree upon an arbitrator at such meeting, the arbitrator shall be selected as follows: Immediately after demand for or submittal to arbitration, the American Arbitration Association shall submit simultaneously to each party an identical list of the names of five (5) persons skilled in arbitration of educational matters. Each party has seven (7) school days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein will be deemed acceptable. If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if, for any other reasons, an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint an arbitrator from its other members without submitting additional lists.

5.3.4.5 The arbitrator will have authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.

5.3.4.6 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning the progress of the hearings.

5.3.4.7 The arbitrator's report shall be submitted in writing to the District and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The arbitrator's report shall be advisory only, and binding neither on the District nor on the Association.

5.3.4.8 Within five (5) school days after receiving the report of the arbitrator, representatives of the parties will meet to discuss the report, and, if necessary, implementation of the report. No public releases may be made until after such meeting.

5.3.4.9 The Board shall take official action on the report of the arbitrator not later than the next regularly scheduled meeting of the Board subsequent to the meeting between the representatives of the parties.

5.3.4.10 The costs for the services of the arbitrator shall be shared equally by the Board and the Association.

5.4 **Rights of Members to Representation.**

5.4.1 The employment status of any teacher, party in interest, Association representative, or other participant in the grievance procedure shall not be jeopardized by reason of participation in the grievance procedure.

5.4.2 Any party in interest may be represented at any level of the grievance procedure by a person, or persons, of the party's own choosing, except that the party may not be represented by a representative or an officer of any group other than the Association. When a person is not represented by the Association, the Association shall have the right to be present and to state its views at any level of the grievance procedure except at Level One. If, in the judgment of the Association, a grievance affects more than one person, the Association may submit such grievance in writing directly to the Superintendent's office, and the processing of such grievances may be commenced at Level Two.

5.4.3 No written or printed matter dealing with the processing of a grievance shall be filed in the personnel record of an aggrieved person.

5.4.4 To facilitate operation of the grievance procedure, necessary forms for filing, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association.

5.4.5 The Board agrees to make available to the aggrieved person and the aggrieved person's representative, all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by the grievance.

5.4.6 When it is necessary at Level Two or Level Three for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent or designee, during the school day, the Superintendent's office shall so notify the principal or immediate supervisor of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing. Payment for substitute(s) shall be shared equally by the Association and the District.

5.4.7 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within thirty (30) school days 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, provided that no grievance shall be recognized at Level Two unless it has been filed with the Superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

## ARTICLE 6 - SALARIES AND RELATED ECONOMIC ITEMS

6.1 **Base Salary**. The Teachers' Salary Schedule (Schedule) providing for a base salary of $60,522 (Masters/BA+60 – Step 1) effective August 1, 2026, is set forth as **APPENDIX A**. This base salary shall be used for the calculation of any future base increases. Note that the starting salary in the Schedule for the BA – Step 1 shall be $54,587; however, this is not used for calculating any future increases because of how the Schedule has been built. (Last updated: June 2026)

6.2 **Credit for Prior Experience.**

6.2.1 When the District hires teachers who have had previous teaching experience, the District will grant one step on the Schedule for each year of such experience.

6.2.2 When the District hires teachers holding a valid Colorado Vocational Teaching Certificate (Type C) or similar adjunct authorization or certification approved by the Colorado Department of Education who have previous work experience directly related to their teaching assignment, the District will grant one step on the Schedule for each two years of such experience beyond the work experience required for such certification up to a maximum of Step 8 on the Schedule.

6.2.3 Previously, this Article 6.2 was effective on January 1, 1989 and was not applicable retroactively to any teacher employed by the District prior to January 1, 1989. Additionally, previously, this Article 6.2 was effective August 1, 2013 and was not applicable retroactively to any teacher employed by the District prior to August 1, 2013. Currently, this Article 6.2 is effective August 1, 2015, and is not applicable retroactively to any teacher employed by the District prior to August 1, 2015.

6.2.4 At the beginning of the 2020-2021 school year, when the District hired teachers who had previous teaching experience, such teachers were granted one step on the schedule for each year of such experience with the exception of one year of experience earned in the 2019-2020 school year. This frozen prior experience credit will be restored (not retroactively) at the same time the frozen step in Article 6.3.3 is restored. This restoration shall occur at the beginning of the 2021-2022 school year.

6.2.5 **Special Service Provider additional prior experience credits.**

6.2.5.1 **New SSPs to the District**. Effective August 1, 2024, teachers who have prior experience as a special service provider when the District hires a teacher into a special services provider position as that is defined in Article 1.7 will be granted outside experience for state, agency, or private clinical or hospital employment only if they were appropriately licensed and half or more of their primary responsibilities involved pre-kindergarten through 12th grade-aged students or other relevant work that specifically translates to a connection with the serviced student population in the District.

6.2.5.2 **Current SSPs employed in the District.** Effective August 1, 2024, current teachers who are employed in the capacity of a special service provider position as that is defined in Article 1.7 who have such prior experience as set forth above who were not granted such experience when placed on the salary schedule shall receive credit for such documented experience. Any new placement on the salary schedule shall not be retroactive.

6.3 **Experience Increment**. In addition to any lateral movement to which a teacher is entitled in accordance with Article 6.4 below, a teacher shall be granted one experience increment at the beginning of each school year; provided, however, that a teacher whose Schedule placement continues at the highest numbered step in any column will not receive an experience increment; and further provided that a teacher will not receive more than one experience increment each school year. Steps on the Salary Schedule may not reflect years of experience either in or outside of the District.

6.3.1 At the beginning of the 2019-2020 school year, a teacher who was frozen for the 2009-2010 and/or 2010-2011 school years who did not receive an experience increment at the beginning of the 2010-2011 and/or 2011-2012 respective school years shall be granted an experience increment(s) for these year(s).

6.3.2 At the beginning of the 2020-2021 school year, a teacher who was frozen for the 2014-2015 and/or 2015-2016 school years who did not receive an experience increment at the beginning of the 2015-2016 and/or 2016-2017 respective school years shall be granted experience an increment(s) for these respective year(s).

6.3.3 Teachers who were employed by the District for the 2019-2020 school year were not granted one experience increment at the beginning of the 2020-2021 school year and this frozen step will be restored (not retroactively) at a time in the future when the District's budget can sustain the ongoing expense. This restoration shall occur at the beginning of the 2021-2022 school year.

6.3.4 For the 2021-2022 school year, an experience increment was not provided in lieu of funding a larger percentage increase to the base salary for all teachers. This is not a frozen step as the Salary Schedule Study Committee will work to recommend a new structure and teachers will not lose money when placed in the new Salary Schedule.

6.4 **Lateral Movement on Schedule**. Lateral movement on the Schedule shall be made effective upon a teacher's completion of sufficient documentation pursuant to Article 6.5 to permit the teacher to move to a different column on the Schedule. For each such lateral movement, the college work must be completed within ten years, or the in-service training credit must be completed within ten years, of the date on which the District's Department of Human Resources receives a completed District Salary Upgrade form and required documentation. (Last Updated: June 2024.) Such movement shall be made in the following manner:

6.4.1 The movement shall be to the same numbered step in the appropriate column. (Last Updated: June 2022.)

6.4.2 The Association and the District agree that teachers should choose courses to be used for lateral movement on the Schedule that are based on traditional requirements for professional development, or comparable requirements, and that will enhance student skills and ultimately improve instruction and student achievement.

6.5 **Credit for Salary Schedule Advancement**. Credit for lateral movement on the Schedule may be obtained through completion of college level coursework (both graduate and/or undergraduate), non-credit professional development experience, supervision of a student teacher or intern, and/or educational travel as set forth below. (Last Updated: June 2022.)

6.5.1 **College Level Coursework: Graduate and/or Undergraduate.** Credit for lateral movement on the Schedule may be obtained by: Completing graduate and/or undergraduate level college or university credit courses from institutions which meet the criteria established by the Colorado State Board of Education under the Colorado Educator Licensing Act of 1991, as amended, and which are related to the teacher's endorsement, certification, licensure or assignment.

Credit may be awarded for courses other than those which meet the requirements in the preceding sentence in Article 6.5.1 by obtaining advanced approval from the District's Department of Human Resources.

Teachers should understand that the pre-approval process is not required for coursework that meets the requirements set forth in Article 6.5.1. However, because the District's Department of Human Resources makes the determination if the coursework meets such requirements, it may deny approval. As such, a teacher may submit the "Request for Approval of Course Credit" form pursuant to the process set forth in Article 6.5.1.1 to request pre-approval so that they know the chosen coursework is approved or denied before enrolling.

The factors which will be considered in granting such approval are set forth in Article 6.5.1.2. (Last Updated: June 2024.)

6.5.1.1 **Pre-approval Process.** Pre-approval of course work using the "Request for Approval of Course Credit" form prior to submission of the Knowledge Level Advancement/Salary Schedule Advancement request. The "Request for Approval of Course Credit" form must be completed and submitted to the Human Resources Office prior to participation in course(s). The form is located as **APPENDIX F** in this Agreement and on the District website under the Human Resources section. (Last Updated: June 2023.)

6.5.1.2 **Factors**. The factors which will be considered in granting such approval for college level coursework (both graduate and/or undergraduate) is set forth below. (Last Updated: June 2022.)

6.5.1.2.1 The qualifications of the institution(s) from which the course work is to be obtained. Such institutions must meet criteria established by the Colorado State Board of Education under the Colorado Educator Licensing Act of 1991, as amended. Relevant courses from in-state institutions will be approved. Courses from out-of-state institutions must meet National Council for Accreditation of Teacher Education (NCATE)/Council for the Accreditation of Educator Preparation (CAEP) accreditation, accreditation/WASC Senior College and University Commission (WASC/WASUC). (Last Updated: June 2022.)

6.5.1.2.2 Previous course work and experience acquired by the teacher. (Last Updated: June 2022.)

6.5.1.2.3 Level of course work. (Last Updated: June 2022.)

6.5.1.2.4 The relevance of the course to the teacher's assignment. (Last Updated: June 2022.)

6.5.1.2.5 Expansion of the teacher's ability to meet the program needs of the District. (Last Updated: June 2022.)

6.5.1.3 **Submission documentation.** Upon completion of the course or courses, official transcripts must be filed with the District's Department of Human Resources before credit will be granted. (Last Updated: June 2022.)

6.5.2 **Non-Credit Professional Development Experience**. Non-credit professional development courses, workshops, and seminars which are offered by the District or other entities may be used for salary schedule advancement under the following conditions. This includes for CTE educators such conferences, workshops, and other industry-related experiences directly related to the CTE teaching position. (Last Updated: June 2022.)

6.5.2.1 **Pre-approval Process.** Participants in such courses, workshops, and seminars must receive advance, written approval using the "Request for Approval Course Credit" form by the Department of Human Resources. (Last Updated: June 2024.)

6.5.2.2 **Submission documentation.** Upon completion of the non-credit professional development courses, official transcripts or certificates of completion must be filed with the District's Department of Human Resources before credit will be granted. (Last Updated: June 2022.)

6.5.2.3 **Credit Hours.** Credit hours will be calculated on the same basis as college hours, that is, one semester hour for each 15 hours of class time. (Last Updated: June 2022.)

6.5.2.4 **Election to Receive College Credit Instead.** In some cases, such courses, workshops and seminars may, at the teacher's option, be recognized for college credit. If the teacher elects to receive college credit, the teacher must pay all costs for such credit. (Last Updated: June 2022.)

6.5.2.5 **Foreign Language Instruction.** The District will continue its efforts to offer non-credit professional development courses in foreign language instruction. (Last Updated: June 2022.)

6.5.2.6 **No Credit During Normal Workday.** Generally, credit for salary schedule purposes will not be granted for courses, workshops, and seminars which occur during a teachers' normal work day. (Last Updated: June 2022.)

6.5.3 **Supervision of Student Teacher or Intern**. Once every five years, credit for the supervision of a student teacher or intern may be approved for three semester hours towards any one lateral movement on the Schedule if such hours are applicable to the teacher's job assignment or the enhancement of the Englewood Schools. Supervision of a student teacher or intern shall be for a minimum of a 12-week period of time from an accredited institution. (Last Updated: June 2022.)

6.5.4 **Educational Travel.** Once every five years, credit for educational travel that meets the criteria below may be approved for one semester hour towards any one lateral movement on the Schedule. (Last Updated: June 2022.)

6.5.4.1 **Preapproval Process.** Pre-approval of educational travel program using the "Request for Approval of Course Credit" form prior to submission of the Knowledge

Level Advancement/Salary Schedule Advancement request. The "Request for Approval of Course Credit" form must be completed and submitted to the Human Resources Office prior to participation in the educational travel. The form is located as **APPENDIX F** in this Agreement and on the District website under the Human Resources section. (Last Updated: June 2023).

6.5.4.2 **Criteria.** The criteria which will be considered in granting such approval for educational travel shall include: (Last Updated: June 2022.)

6.5.4.2.1 Directly applicable to the endorsement area of the teacher. (Last Updated: June 2022.)

6.5.4.2.2 The relevance of the educational travel experience to the teacher's assignment. (Last Updated: June 2022.)

6.5.4.2.3 Ability to integrate specific educational learning from experience into teaching assignment. (Last Updated: June 2022).

6.5.4.2.4 Expansion of the teacher's ability to meet the program needs of the District. (Last Updated: June 2022.)

6.5.4.3 **Credit Hours.** Minimum of 15 clock hours of involvement of activities and/or programming. Travel time to and from the intended destination; and time for meals, downtime, other activities not related to program and/or activities must not be included in the clock hours accumulated. (Last Updated: June 2022.)

6.5.4.4 **Examples of Intent and Application of Criteria:** Accepted educational travel experiences would include experiences such as the field hours a science teacher spends completing an environmental study program in Kenya or hours that a teacher spends in immersion classes during a summer in Guadalajara. Travel to areas of interest related to teaching assignment and endorsement for vacation or tourist participation in tours is not considered educational travel for credits for Knowledge Level Advancement. Travel taken by individuals who are not presently teaching (and therefore cannot integrate it into their teaching experience) generally is not accepted. Time spent in transit to and from a site is never accepted. (Last Updated: June 2022.)

6.5.4.5 **No Credit During Normal Workday.** Generally, credit for salary schedule purposes will not be granted for educational travel that occurs during a teachers' normal work day. (Last Updated: June 2022.)

6.5.4.6 **Submission documentation.** Upon completion of the pre-approval education travel program, documentation that verifies actual travel to the pre-approved site and participation in specific activities (e.g. plane or train tickets, museum tickets, certificate of completion from a specific program, etc.); a written log of specific activities and relation to subject or students taught; and written information regarding specific integration of learnings and experience into lesson plans must be filed with the District's Department of Human Resources before credit will be granted. (Last Updated: June 2022.)

6.5.5 **Special Services Provider Initial Certification Paid Supervision Hour Credits.** Effective August 1, 2024, the paid supervision hours that are a part of the clinical supervision

component that is required for SSP outside professional licensure (e.g. LPC and LCSW licensures) and not for educational licenses shall be eligible for use towards lateral movement on the Schedule. Credit hours will be calculated on the same basis as college hours, that is, one semester hour for each fifteen (15) clock hours of the paid supervision hours. (Article Added: January 2025)

## ARTICLE 7 - PAY FOR SPECIAL ASSIGNMENTS

7.1 **Pay for Special Assignments**. Pay for special assignments is determined by multiplying the appropriate factor ratio and experience factor set forth in this Article 7 by the Formula Base of $42,366. Effective August 1, 2022, the Formula Base shall be increased on an annual basis by the same percentage increase, if any, that is applied to the Salary Schedule base as set forth in Appendix A of the Negotiated Agreement. (Last Updated: June 2026.)

7.2 **Department Chairpersons**.

7.2.1 Department chairpersons of departments with six to nine members (including the department chairperson) plus any fractional membership up to, but not including, six shall be paid an extra duty stipend of .05. Upon the request of a building principal and approval from Human Resources, this extra duty stipend shall be paid for department chairperson of less than five (5). (Last Updated: June 2022.)

7.2.2 Department chairpersons of departments with six to nine members (including the department chairpersons) plus any fractional memberships up to, but not including, ten shall be paid an extra duty stipend of .06.

7.2.3 Department chairpersons of departments with ten or more members (including the department chairperson) shall be paid an extra duty stipend of .07.

7.2.4 There shall be no chairperson of any department having four or fewer members, including the department chairperson. When feasible, subject to approval of the principal and the Superintendent or designee, two or more small departments (four or fewer members) may be combined under one chairperson.

7.2.5 When a teacher is fractionally a member of two or three departments, the teacher's fractional membership may be counted in two departments for departmental special assignment pay purposes.

7.3 **Music Teachers**.

| Position | Ratio | Annual Experience Factor | Maximum Experience Factor |
|---|---|---|---|
| Senior High Instrumental | .11 | .005 | .075 |
| Senior High Vocal | .08 | .003 | .045 |
| Middle School Instrumental | .09 | .004 | .060 |
| Middle School Vocal | .06 | .003 | .045 |

7.4 **District Teacher-Coordinators**. Any District Teacher-Coordinator will be paid an additional 10% of the Formula Base as a stipend for the District Teacher-Coordinator's duties over and above the District Teacher-Coordinator's regular teaching assignment. (Last Updated: June 2022.)

7.5 Career and Technical Education (CTE) Instructors: Career and Technical Education (CTE) teachers who are employed by the District through the end of the school year shall be eligible to receive an annual one-time salary adjustment payment in the amount of five percent (5%) of the Formula Base salary. It shall be paid after completion of the school year so long as the teacher has successfully completed all state and federal CTE compliance requirements. State and federal CTE compliance requirements shall be communicated in writing each school year by the CTE Director to all CTE teachers. Written evidence of successful completion of all state and federal CTE compliance requirements shall be submitted by the CTE teacher to the CTE Director by May 15 or two (2) weeks prior to the last student contact day of the school year, whichever is sooner. The written evidence may be submitted throughout the school year. If such written evidence is not timely submitted, the CTE teacher is no longer eligible for the one-time salary adjustment. (Last Updated: June 2022).

7.6 **Special Service Provider Annual Stipend.** Effective April 1, 2024, the Special Service Provider annual stipends as set forth below shall be paid in the last paycheck of the school year for the teacher who qualifies for the stipend by obtaining and maintaining such certification and who are working in that job capacity in the District. Such annual stipends shall only be paid to teachers who complete the school year and shall be prorated for teachers who began work for the District after the start of the school year.

7.6.1 Speech Language Pathologists and Psychologists who are working in those capacities and obtain and maintain a national certificate issued by their respective organizations deemed comparable to the NBPTS Certificate, shall receive an additional $1,000 per year.

7.6.2 A social worker who has become a Licensed Clinical Social Worker (LCSW) and a counselor who has become a Licensed Professional Counselor (LPC) by completing the national test and certification process through the Department of Regulatory Agencies for the State of Colorado shall receive an additional $1,000 per year.

7.6.3 Occupational Therapists who renew a national certification beyond their initial licensure shall receive an additional $1,000 per year after completing and maintaining their renewal.

7.6.4 Audiologists, Licensed Nurses, Orientation and Mobility Specialists, and other Special Service Providers who obtain and maintain a national certificate equitable to the certificates referenced herein shall be awarded an additional $1,000 per year.

7.6.5 For those others not specifically mentioned in this article may be awarded an additional $1,000 per year at the discretion of the Superintendent or designee.

(Article Added: January 2025)

7.7 **Special Coaches and Sponsors.**

| Position | Ratio | Annual Experience Factor | Maximum Experience Factor |
|---|---|---|---|
| Senior High Head Drama Coach | .12 | .005 | .075 |
| Senior High Assistant Drama Coach | .06 | .003 | .045 |
| Senior High Debate and Forensics Coach | .05 | .005 | .05 |
| Senior High Yearbook Sponsor | .06 | .003 | .03 |
| Senior High Newspaper Sponsor | .05 | .003 | .03 |

| | | | |
|---|---|---|---|
| Senior High Student Council Sponsor | .06 | .005 | .05 |

7.8 **Senior High School Coaches.**

| Sport | Head Coach | Annual Experience Factor | Assistant Coach | Annual Experience Factor | Maximum Experience Factor |
|---|---|---|---|---|---|
| Football | .13 | .005 | .09 | .005 | .05 |
| Basketball | .13 | .005 | .09 | .005 | .05 |
| Wrestling | .13 | .005 | .09 | .005 | .05 |
| Baseball | .13 | .005 | .09 | .005 | .05 |
| Track | .12 | .005 | .06 | .005 | .05 |
| Soccer | .10 | .005 | .06 | .005 | .05 |
| Lacrosse | .10 | .005 | .06 | .005 | .05 |
| Tennis | .10 | .005 | .06 | .005 | .05 |
| Swimming | .10 | .005 | .06 | .005 | .05 |
| Volleyball | .10 | .005 | .06 | .005 | .05 |
| Cross Country | .10 | .005 | .06 | .005 | .05 |
| Trainer (3 seasons) | .08/season | .005/season | - - - | - - - | .05/season |
| Cheerleader (2 seasons) | .08/season | .005/season | .05/season | .005/season | .05/season |

7.9 **Hourly Pay Rate.** Rates of pay for assignments which the principal has approved for pay and for which teachers have volunteered shall be as listed below. This pay is for service outside the normal workday or work year, for example, evenings, weekends, vacation periods, etc.

**Hourly Rate**

| | |
|---|---|
| Teaching a District-sponsored course, seminar, or summer class for students, staff or community. Courses taught for colleges, universities or other agencies are excluded from this provision. One hour of pay for planning/preparation shall be included for each six hours of instruction. | .00100 workshop |
| Developing standards, curriculum and assessments and school or District business, work or tasks. | .00080 other |
| Teaching driver education. | .00070 |
| Sponsoring extra-curricular activities as approved by the Principal: | |
| 5 - 15 students: | .00060 |
| 16 - 30 students: | .00063 |
| 31 - 50 students: | .00066 |
| 51 or more students: | .00070 |
| Assisting the sponsor of extra-curricular activities as listed above. Assistant sponsors will be added for each 20 students over 30, for example, 31 to 50 students, one assistant; 51 to 70 students, two assistants; and so on. | .00052 |
| Participating as a student in a District-sponsored course, seminar, workshop or training when the teacher chooses not to count such participation for in-service training credit for salary schedule advancement as provided for in Article 6.6 above. | .00060 |

7.10 **Splitting Substitute Pay**. Teachers will be paid a proportionate part of the current per diem rate for a substitute teacher if they are assigned an absent teacher's students during a day on which a substitute teacher is not available. For example, if three teachers were each to take 10 of an absent teacher's 30 students, each teacher would be paid one-third of the per diem amount which would have otherwise been paid a substitute teacher.

7.11 **Counselors**. Any counselor assigned to work in excess of the regular contract year shall be paid a per diem rate based on the counselor's current salary for such extra days.

7.12 **Fill-in Pay**. Principals shall have the right, in an unforeseen emergency, to assign teachers during their planning time to "fill-in" for teachers when it is not possible, feasible, or practical to provide a substitute teacher. The rate of pay for such "fill-in" assignments shall be at rates computed as follows:

| | |
|---|---|
| 15-35 minutes: | .0005 times Formula Base |
| 36-60 minutes: | .0010 times Formula Base |
| 61-90 minutes: | .0015 times Formula Base |

7.13 **Additional Special Assignment Positions**. The District may, from time to time, establish additional special assignment positions. As such positions are established, the pay for such positions shall be established by the District, following discussion with the Association, on the basis of

comparable positions as described in this Article 7. The pay for such positions shall, at the request of either party, be the subject of negotiation between the parties at the next regularly scheduled negotiations; provided, however, that the enumeration of such special assignment positions in this Article 7 shall not be construed as placing any restriction or limitation on the District's absolute discretion at any time, to establish, disestablish, fill, or not fill any such positions.

7.14 **Method of Payment**. Payment for any special assignments which are made in a lump sum shall be included with a regular paycheck following the conclusion of the activity or season. The District shall make withholding forms available to any teacher receiving such pay so that the teacher may avoid excess withholding.

## ARTICLE 8 – ELECTION OF EARLY RETIREMENT OR SERVICE STIPEND PROGRAM

8.1 **Eligibility - Requirements for Participation**.

8.1.1 Must have a minimum of 20 years and a maximum of 30 years of regular full-time service as defined in 8.5.4 below in the District prior to early retirement or resignation through the program described in Article 8.2.

8.1.2 Must retire or resign at the end of the contract year, except that the District may permit retirement or resignation to occur during a semester for a justifiable reason.

8.1.3 Must have a minimum of 11 years and a maximum of 30 years of regular full-time service as defined in 8.5.4 below in the District prior to February 15, 2008, to be eligible for participation in the election described in 8.5.7.

8.1.4 Must have a minimum of 11 and a maximum of 30 years of regular full-time service as defined in 8.5.4 below in the District prior to receiving the annual Service Stipend described in Article 8.6, except as provided in 8.6.3.

8.1.5 Must have been eligible to participate in the election process described in Article 8.5.7.

8.2 **Early Retirement/Resignation Entitlement**.

8.2.1 A teacher who elects to participate in the Early Retirement program pursuant to Article 8.5.7 and who voluntarily resigns or retires and meets all the eligibility requirements for participation shall be eligible for an early retirement/resignation bonus commensurate with the teacher's years of service at retirement or resignation in accordance with the table set forth in Article 8.2.2 below.

8.2.2 The teacher's "total bonus" shall be calculated as follows: The number of years of eligible service multiplied by $1,000 as follows:

| Years of Service | Bonus Amount |
|---|---|
| 20 | $20,000 |
| 21 | $21,000 |
| 22 | $22,000 |
| 23 | $23,000 |
| 24 | $24,000 |
| 25 | $25,000 |
| 26 | $26,000 |
| 27 | $27,000 |
| 28 | $28,000 |
| 29 | $29,000 |
| 30 | $30,000 |

8.3 **Payment Method**. The total payment amount paid pursuant to Article 8.2 above shall be paid on or about January 15 following the date of retirement or resignation.

8.4 **Payment to Survivors**.

8.4.1 No payment of benefits will be made by the District in the event of the teacher's death between the dates on which the teacher files either of the notices required in Articles 8.5.1 and

8.5.7 and the date on which the retirement or resignation becomes effective, normally August 31.

8.4.2 In the event of the teacher's death prior to having received full payment, the teacher's designated beneficiary will receive the remaining installment(s) on or about January 15 of each year thereafter until all installments have been paid.

8.4.3 If no beneficiary has been designated, any remaining payment(s) will be canceled with no further obligation on the part of the District.

8.5 **General Conditions.**

8.5.1 For those teachers who have previously elected to participate in the Early Retirement program through the election process described in Article 8.5.7 below, notice of intent to retire or resign and to participate in the Early Retirement program must be filed in writing not later than February 15 of the calendar year in which the retirement or resignation will become effective. The Plan provided for shall be discontinued at the end of the 2011-2012 school year. February 15, 2012, shall be the last date on which a teacher may give notice to retire or resign at the end of the 2011-2012 school year.

8.5.2 Early retirement or resignation and participation in the plan can become effective only upon approval of the Board.

8.5.3 Any change(s) in the benefits provided by this plan made by the Board shall not apply retroactively to individuals already receiving early retirement or resignation benefits unless specifically provided for in the revisions of the plan made by the Board.

8.5.4 A year of service shall be defined as regular, full-time employment by the District of at least 95 school days during the first year of employment and full school years as determined by the official school calendar adopted by the Board each year thereafter. Full-time employment shall be defined as employment for at least six hours per day.

8.5.5 The date of retirement or resignation for teachers whose retirement or resignation is effective at the conclusion of a school year shall be July 31 following the close of the school year. The District's contribution for health insurance coverage shall terminate on July 31. The District will not contribute any portion of the premiums for the teachers' health insurance coverage beyond July 31.

8.5.6 A teacher is not eligible for participation in this program if dismissal charges against the teacher have been filed pursuant to the Teacher Employment, Compensation, and Dismissal Act of 1990.

8.5.7 Notice of intent to elect participation in the Election of Early Retirement or Service Stipend Program by teachers eligible pursuant to Article 8.1 must be filed in writing with the Superintendent not later than February 15, 2008. There shall be no waiver of this requirement.

8.5.8 On or before March 15, 2008, the District shall furnish to the Association a list of all eligible teachers, including each teacher's eligibility years, who have elected to participate in either the Early Retirement program or the Service Stipend Program. On or before every March 15 thereafter while there are eligible teachers in either program the District shall furnish the Association with an updated list of all teachers, including each teacher's eligibility years, who continue to be eligible to participate in the Early Retirement program or the Service Stipend Program. The District shall no longer need to furnish an annual list pursuant to this Article 8.5.8 when there are no eligible teachers remaining in each program.

8.5.9 On or before 30 calendar days after the Association has received the list described in Article 8.5.8 above, the Association shall file in writing any objections to such list.

8.5.10 Eligible service years required for eligibility to participate in the election pursuant to Article 8.5.7 above shall be calculated as of September 1, 2007.

8.6 **Service Stipend Program.**

8.6.1 Those teachers who have 11 years of eligible service towards the Early Retirement program as of September 1, 2007, and have not elected to participate in the Early Retirement program on or before February 15, 2008, may elect to participate in the Service Stipend Program described in this Article 8.6. Notice of intent to participate in the Service Stipend Program must be filed in writing no later than February 15, 2008. There shall be no waiver of this requirement.

8.6.2 The teacher's annual service stipend shall be added to the teacher's salary as determined by the salary schedule and shall be calculated as follows:

| Years of Service | Annual Stipend Amount |
|---|---|
| 11 | $1,000 |
| 12 | $1,000 |
| 13 | $1,000 |
| 14 | $2,000 |
| 15 | $2,000 |
| 16 | $2,000 |
| 17 | $3,000 |
| 18 | $3,000 |
| 19 | $3,000 |
| 20 | $3,000 |
| 21 | $3,000 |
| 22 | $3,000 |
| 23 | $3,000 |
| 24 | $3,000 |
| 25 | $3,000 |
| 26 | $3,000 |
| 27 | $3,000 |
| 28 | $3,000 |
| 29 | $3,000 |
| 30 | $3,000 |

8.6.3 If the teacher has elected to participate in the Service Stipend Program pursuant to Article 8.5.7 and is one of the teachers with 29 and 30 years of eligible service toward the Early

Retirement program as of February 15, 2008, that teacher shall be permitted to continue receiving the $3,000 service stipend annual amount up to a maximum amount of $15,000 (inclusive of the annual stipends received in years 29 and 30) by remaining employed with the District pursuant to the requirements of 8.5.4.

8.6.4 If the teacher has elected to participate in the Service Stipend Program pursuant to Article 8.5.7 and is one of the teachers with 11 through 28 years of eligible service towards the Early Retirement program as of February 15, 2008, that teacher shall only be eligible to receive the annual stipend up to and including that teacher's 30th year of eligible service as set forth in the table in Article 8.6.2 above.

## ARTICLE 9 - INSURANCE

9.1 **Health Insurance.** Effective January 9, 2026, the District will contribute up to $612 per month for the employee-only rate for each eligible teacher who enrolls for coverage under the District's Kaiser group insurance plan. For any teacher who enrolls in the high deductible plan with the H.S.A., the District will contribute $110.82 to the H.S.A. on a monthly basis, and the remaining amount up to the $612 per month maximum will be paid by the District toward the employee-only premium. Any additional premium costs shall be paid by the teacher through monthly payroll deductions, or salary reductions under the Section 125 Plan described in Article 9.5 below. (Last Updated: January 2026).

The District will continue a "needs based" acceleration plan as more fully described by the District's insurance representative, provided that federal and state laws permit such exceptions, for those eligible teachers who have demonstrated a significant need and meet certain criteria. For the purpose of this Article 9.1, "eligible' means compliance with the eligibility requirements of the applicable plan, including enrolling within thirty (30) days of hire or qualifying event, and that the teacher is not insured under any other health insurance plan.

9.2 **Long-Term Disability Insurance**. Under the District's long-term disability program, the District will pay the full monthly premiums for each eligible teacher who is in the process of completing the teacher's first, second, third, fourth, or fifth calendar year of employment by the District unless such teacher is eligible for coverage under PERA long-term disability.

9.3 **Life Insurance**. The District will offer the availability of life insurance for purchase by teachers on an individual basis; however, the District will not make any contribution to the monthly premium for any eligible teacher who purchases life insurance in the District's group life insurance program.

9.4 **Dental Insurance**. Effective September 1, 2011, the District will contribute fifty-percent (50%) of the teacher-only rate for each eligible teacher who enrolls for coverage under the District's group insurance program. Any additional premium cost shall be paid by the teacher through monthly payroll deductions, or salary reductions under the Section 125 Plan described in Article 9.5 below. For the purpose of this Article 9.4, "eligible" means compliance with the eligibility requirements of the applicable plan, including enrolling within thirty (30) days of hire or a qualifying event, and that the teacher is not insured under any other dental insurance plan.

9.5 **Section 125 Plan**. The District has established a Section 125 Plan in accordance with the Internal Revenue Code and applicable Internal Revenue Service (IRS) Regulations. The Plan permits a teacher to elect to reduce the teacher's salary by an amount sufficient to pay any portion of a teacher's health and/or dental insurance premiums which are not covered by the District's contributions.

9.6 **Summary of Benefits**. A summary of some of the leave and other benefits which the District provides to teachers pursuant to the terms of this Agreement and otherwise is attached as **APPENDIX B**. **APPENDIX B** is furnished only for the convenience of the reader and reference should be made to the provisions of this Agreement for the specific terms and conditions of each benefit described.

9.7 **Proration of Fringe Benefits**. Any teacher who enters into an Employment Contract with the District for at least a half-time, but less than a full-time, teaching position on or after June 3, 1996, shall receive the same proportion of the fringe benefits described in Article 9.1 through 9.4 above as the percentage of such contract bears to a full-time contract. For example, a teacher on an 80% contract will receive 80% of District-provided fringe benefits.

## ARTICLE 10 - ANNUAL LEAVE

10.1 **Annual Leave Allowance**. All teachers are entitled to 12 days of annual leave each school year without any limit on the number of days which can be accumulated.

10.2 **Use of Annual Leave for Illness**. Annual leave may be used for the personal illness of the teacher or the illness or death of a member of the teacher's immediate family.

10.3 **Use of Annual Leave for Other Reasons**. Annual leave may also be used to transact personal, legal, business, religious, household, or other family matters which require absence during school hours. It is intended that annual leave shall be available for use in hardship situations or for other pressing matters, and not merely for personal convenience. Annual leave should not be requested for a non-student contact day, the day preceding or following a school holiday or vacation period, or the day preceding or following a non-student contact day if the teacher will not be working a full day on the non-student contact day itself, unless there is an extreme emergency.

10.4 **Leave Procedures**.

10.4.1 Teachers shall be credited with the full annual leave allowance at the beginning of the contract year.

10.4.2 Annual leave for less than full-time teachers will be prorated.

10.4.3 In the event that the contract is terminated prior to the termination date stated thereon, and the teacher has used more days leave than the teacher has accumulated (at the rate of number of days worked divided by the number of days contracted times 12 days), a per diem deduction therefor will be made on the teacher's final paycheck.

10.4.4 A teacher taking annual leave is not required to state the reason for taking such leave and the teacher's signature on the District's leave form or entry of absence into the online absence reporting system will be the teacher's certification that the leave is being taken under the conditions of this Article; provided, however, that except for a request for annual leave for illness, a request for annual leave for a non-student contact day, a day preceding or following a school holiday or vacation period, or the day preceding or following a non-student contact day if the teacher will not be working a full day on the non-student contact day itself, must be approved in writing by the teacher's principal and the Superintendent or designee at least 24 hours prior to the time requested for leave. However, in an emergency, requests for approval may be made orally by the principal or the Superintendent or designee . The teacher should provide the teacher's principal notice of the need for such leave as soon as the need becomes known. (Last Updated: June 2023)

10.4.5 The teacher shall notify the Superintendent or designee in writing of any anticipated use of annual leave for elective surgery, pregnancy or other types of medical conditions which are predictable in advance as soon as the teacher becomes aware of the need for such leave but, if possible, at least 45 calendar days in advance of the anticipated commencement of such leave. The teacher shall also include a physician's statement with such notice certifying such medical condition. The teacher shall give the Superintendent or designee at least 10 working days' advance notice of the date on which the teacher intends to return to work. (Last Updated: June 2023)

10.4.6 Except in case of illness pursuant to 10.2 above, a request for annual leave for four or more consecutive school days must be approved in writing by the Superintendent or designee. Leave requests may be submitted no more than 30 days in advance; however, an exception for extenuating circumstances may be made for earlier submittals on a case-by-case basis. On the leave request form, the teacher shall provide an explanation of reason for the absence. The teacher shall also certify on the leave request form that the leave is being taken in compliance with Article 10. In the event of an emergency, requests for approval may be made orally to the Superintendent or designee. Following the teacher's return to work after the emergency, the teacher shall complete the annual leave request form for processing in a timely manner. (Last Updated: June 2023)

10.5 **Pay for Unused Annual Leave**. Upon the resignation of a teacher with fewer than 20 years of employment by the District as a teacher, the District will pay such teacher $28.00 for each day of unused annual leave on the condition that such teacher has given the District at least 30 days' written notice of the teacher's intended resignation. Upon the resignation of a teacher with 20 years or more of employment by the District as a teacher, the District will pay such teacher 45% of the then current per diem base rate of pay for its substitute teachers for each day of unused annual leave on the condition that such teacher has given the District at least 30 days' written notice of the teacher's intended resignation. To the extent permitted by law, the teacher shall have the option of receiving this payment in the form of a check or as a direct deposit into a District-approved 403(b) account. In order to exercise the 403(b) option, the teacher shall provide the District with 30 days written notice; otherwise, the teacher shall receive such payment by check.

## ARTICLE 11 – EMPLOYMENT OF SPECIAL SERVICES PROVIDERS

11.1 **Probationary Employment.** Effective August 1, 2019, all Special Services Providers who have not yet completed three consecutive years of demonstrated effectiveness or a non-probationary Special Services Provider who has had two consecutive years of demonstrated ineffectiveness shall serve on an annual contract as a probationary employee.

11.2 **Non-Probationary Employment.** Effective August 1, 2019, once a Special Services Provider who has served three (3) or more consecutive years in the District for which the Special Services Provider received effective evaluations (including those Special Services Providers currently employed by the District who have already met this requirement), the Special Service Provider shall be considered a Non-Probationary Special Services Provider and serve on a non-probationary contract.

11.3 **Non-renewal and Just Cause Termination.**

11.3.1 Non-renewal of Probationary Employment. Probationary Special Services Providers are subject to termination on an annual basis by the Superintendent or designee providing notice of the District's intent not to offer further employment. At the end of any probationary contract term, the District may choose not to offer further employment. Any Special Services Provider who is notified in writing by the Superintendent or designee on or before June 1 at the end of any probationary year of the District's intent not to offer further employment, shall not be employed for the following year. Contracts may be terminated or no contract offered for the following year for any nondiscriminatory reason or no reason at all

11.3.2 **Just Cause Termination of Employment**. The District may move to terminate the employment of a probationary or non-probationary Special Services Provider if the Special Services Provider engages in conduct giving rise to just cause for termination. Just cause shall be defined as one or more of the following grounds:

a. Unable to perform the essential functions of the job;
b. Unethical conduct;
c. Neglect of duty;
d. Immorality;
e. Unsatisfactory performance;
f. Insubordination;
g. The conviction of a felony. For the purposes of this article, "conviction" shall mean any ultimate finding of fact in a criminal proceeding that an individual is guilty of a crime, whether judgment resets on a verdict of guilty, a plea of guilty, a plea of nolo contendere, and irrespective of whether entry of judgment or imposition of sentence is suspended or deferred by the court; and,
h. Other good and just cause.

The Superintendent may recommend that the Board terminate a Special Services Provider pursuant to this Article based upon one of the grounds set forth above. Following the recommendation, the Special Services Provider shall be notified in writing by the Superintendent or designee of the notice of termination. Upon receipt of the written notice of termination, the Special Service Provider shall have the right to appeal the termination in accordance with the Level Three grievance procedures as set forth in Article 5.3.4.

The Special Service Provider shall continue to receive regular compensation from the time the Board received the recommendation to terminate from the Superintendent until such time as the Board has acted upon the decision of the Level Three Hearing Officer, but for no more than

one hundred (100) days. A Special Service Provider shall not receive any such compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction. If the final disposition of the case does not result in a conviction and the Special Service Provider has not been terminated, the Board shall reinstate the Special Service Provider, effective as of the date of the final disposition of the case. The Board shall provide the Special Service Provider with back pay and lost benefits and shall restore lost service credit within ten (10) days after the reinstatement.

11.4 **No Property Interest or Other Rights.** While this Article does provide contract rights for Non-Probationary Special Services Providers, it does not create any property interest in their employment with the District. Additionally, the Teacher Employment Compensation and Dismissal Act shall not apply to Special Services Providers.

## ARTICLE 12 - PERSONAL INJURY LEAVE

12.1 Teachers temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and incurred in the course of their employment by the District, and not as a result of their own negligence or disobedience of reasonable rules and regulations, shall be granted personal injury leave of up to 30 work days with full pay on the condition that the amount of any workers' compensation benefits, or awards made for temporary disabilities resulting from such injury, are assigned to the District. Any medical payments received by the teacher from workers' compensation shall not be assigned to the District.

12.2 In consideration of the District's payment of the benefits described above, the teacher shall assign to the District and the District's insurance carrier any claims the teacher may have against any person or persons whose actions may have caused the teacher's temporary absence. Such assignment shall extend to recovery of the amount of benefits paid by the District and/or its insurance carrier and any additional amount recovered shall belong to the teacher.

## ARTICLE 13 - SABBATICAL LEAVE
## (Article suspended – See APPENDIX C)

13.1 **Provisions.**

13.1.1 Sabbatical leave shall be interpreted as leave from active duty granted for the purpose of study, research, investigation, and work experience. Work Experience Sabbatical Leave will be considered primarily for teachers seeking certification or re-certification.

13.1.2 Sabbatical leave may be granted for any period up to one year.

13.1.3 To be eligible for sabbatical leave, the teacher shall have been employed by the District for six or more consecutive years prior to the year of the proposed leave and shall not have received a sabbatical leave within the previous six years.

13.1.4 The District will normally grant two sabbatical leaves per year (the equivalent of four semesters). However, if fewer than two sabbatical leaves are granted in any one year, up to one of the unused sabbatical leaves will be carried over into the next school year.

13.2 **Procedures**. Applicants for sabbatical leave shall submit a request for leave to the Instruction and Professional Development Committee (I.P.D. Committee) no later than March 1 or October 1 preceding the semester the leave would begin. The request must include the reasons for the sabbatical leave, as well as a detailed plan of the sabbatical program. In the case of Work Experience Sabbatical Leave, a statement must be included certifying that, and detailing how, the work experience will directly improve education in general and the applicant's assignment in particular. In addition, there is to be submitted with the request a formal letter from the employer describing the work, rate or amount of pay, and other related pertinent information that may be requested by the Superintendent. The I.P.D. Committee will submit a list of all applicants along with their written recommendations to the Superintendent no later than March 15 or October 15 preceding the semester the leave would begin. After considering the recommendations made by the I.P.D. Committee, the Superintendent will submit a list of all applicants to the Board along with the Superintendent's recommendations. The Board will select the final applicants.

13.3 **Criteria**. The I.P.D. Committee shall consider the following factors when considering applicants:

13.3.1 The extent of the applicant's professional study, growth, contributions, and successful service during the preceding years.

13.3.2 Preference will be given to teachers who show promise of serving for a considerable number of years in the District following the sabbatical.

13.3.3 The extent to which the plans are educationally constructive and hence would make a contribution to the instructional program.

13.3.4 Attention will also be paid to the distribution of applicants among schools and groups within the system.

13.4 **Reimbursement.**

13.4.1 A teacher on sabbatical leave shall receive 60% of the salary the teacher would have received if the teacher had been teaching during the period of leave, or the teacher may elect

to receive 50% of such salary and the District will reimburse tuition costs up to $900.00 maximum for a one-half year sabbatical or $1,800.00 maximum for a one-year sabbatical upon receipt of verification of unpaid tuition costs. During the period of leave, the teacher shall retain all fringe benefits, with the District paying 100% of the District's contribution for health, long-term disability, life and dental insurance coverages.

13.4.2 A teacher on sabbatical leave shall be permitted to accept fellowships or other grants-in-aid while on sabbatical leave in addition to the teacher's sabbatical pay.

13.4.3 A teacher on Work Experience Sabbatical Leave will forfeit all sabbatical pay in consideration of the pay the teacher will receive from the employer for the work done in the Work Experience assignment; except that, in the event the Work Experience pay shall be less than the Sabbatical Pay of 60% of regular salary, the employee will receive the difference from the District.

13.4.4 A teacher granted a one-year sabbatical leave shall sign a contract agreeing to remain in the system at least two years immediately following the teacher's return from sabbatical leave; a teacher granted a one-half year sabbatical leave shall sign a contract agreeing to remain in the system at least one year immediately following the teacher's return from sabbatical leave. Any teacher who fails to fulfill the continued service requirement shall reimburse the District for all sabbatical monies paid during the leave no later than six months following termination of employment.

13.5 **Conditions.** A teacher granted sabbatical leave will return at the salary level the teacher would normally have earned as if the teacher had been continuously employed. However, if the program for the sabbatical leave has not been reasonably completed, the teacher shall be denied any salary increases that have taken place during the teacher's absence. Upon returning from sabbatical leave, a written report to the Superintendent shall be made describing the progress of the completed program. The Superintendent shall determine if the program has been reasonably and successfully completed.

## ARTICLE 14 – DISTRICT/SCHOOL BUSINESS

Teachers who apply and have been previously authorized in writing by the Principal for building level matters or the Superintendent, or the Superintendent's designee, for District-wide matters regarding the attendance at professional meetings or conferences, to supervise District-sponsored field trips, or to visit other schools, shall be entitled to District/School business leave with full pay for the contract days authorized. Under normal circumstances, at least two weeks' written notice is required.

## ARTICLE 15 - MATERNITY LEAVE

Subject to the provisions set forth below, maternity leave shall be granted to any teacher during any period of temporary disability caused or contributed to by pregnancy, miscarriage, abortion or childbirth.

15.1 **Determination of Necessity**. Maternity leave becomes a matter of right at the time the teacher becomes physically unable to perform contractual duties. For purposes of this Article 15, the phrase "physically unable to perform contractual duties" means a situation in which it is unsafe for the health of the teacher and/or child for the teacher to continue to teach, or in which classroom performance is affected negatively by such condition. However, upon the teacher's written application, unpaid maternity leave may be granted by the District prior to the time the teacher becomes physically unable to perform contractual duties.

15.2 **Notice**. (See Article 10.4) The teacher shall provide a physician's statement certifying pregnancy along with notice of intent to use annual leave. After the birth of the child, or termination of the pregnancy, the teacher shall provide the Superintendent or designee a written report as to the anticipated date to return to work. The teacher shall give the Superintendent or designee at least ten working days' advance notice of the date on which the teacher intends to return to work. (Last Updated: June 2023)

15.3 **Benefits**. A teacher on maternity leave who is temporarily disabled shall, at the teacher's option, be deemed to be on annual leave and shall receive the same benefits entitled under the provisions of annual leave, including accumulated annual leave, if any. A teacher shall be entitled to remain on maternity leave until the temporary disability caused or contributed to by the pregnancy, miscarriage, abortion or childbirth ends. The use by a teacher of accumulated annual leave shall commence on the date on which the teacher's physician certifies in writing that the teacher is physically unable to perform contractual duties and shall cease on the date on which the teacher becomes physically able to perform contractual duties. The District may require that the teacher's physician certify in writing that the teacher is physically able to perform contractual duties.

15.4 **Reinstatement**. Upon recovery from the temporary disability, the teacher shall be reinstated to the original position or to a comparable position without decrease in rate of compensation or loss of promotional opportunities or any other right or privilege of employment; provided, however, that a teacher's status on maternity leave shall not affect the rights of the District regarding the nonrenewal of a probationary teacher's contract for reasons other than maternity leave.

## ARTICLE 16 - CHILD CARE LEAVE

16.1 Teachers may apply for unpaid child care leave. Such leave shall be granted for up to 25 work days. If the leave requested is for more than 25 work days, such leave shall be granted for the duration requested, except if the District determines that a replacement teacher qualified according to the District's standards is not available.

16.2 Fringe benefits, accrual of seniority and other benefits available under sick, sabbatical and other types of leave with pay shall not apply to child care leave.

16.3 Upon return from child care leave, the teacher shall be reinstated to the teacher's original position or to a comparable position without decrease in rate of compensation or loss of promotional opportunities or any other right or privilege of employment; provided, however, that a teacher's status on child care leave shall not affect the rights of the District regarding the nonrenewal of a probationary teacher's contract for reasons other than child care leave.

Note: the parties agree that the foregoing Article 16 is subject to the requirements of the Family and Medical Leave Act.

## ARTICLE 17 - TEACHER EVALUATION

17.1 **Purposes**. The primary purpose for evaluation of teachers is to serve as a basis for the improvement of instruction. In addition, evaluation shall enhance the implementation of programs of curriculum; serve as the measurement of satisfactory performance for individual teachers; serve as documentation for an unsatisfactory performance dismissal proceeding; serve as a measurement of the professional growth and development of teachers; and measure the level of performance of teachers within the District.

17.2 **Definitions**.

17.2.1 Observations are those times when a principal or assistant principal observes the teacher in the performance of the teacher's duties and such observations are to be used in the evaluation of that teacher.

17.2.2 Evaluation is the process by which a principal or assistant principal judges a teacher's job performance.

17.2.3 An evaluation report is a written commentary prepared by the principal or assistant principal pertaining to a teacher's job performance.

17.3 **Miscellaneous**.

17.3.1 The District's current evaluation policies and procedures shall be posted on the District website at www.englewoodschools.net. Any negotiated changes to the policies and procedures set forth in this Article 17 shall be updated by the beginning of each contract year by the Department of Human Resources.

17.3.2 Every teacher who is placed in the Remediation Evaluation process described in Article 17.7 shall be furnished with a hard copy of these policies and procedures.

17.3.3 Evaluation forms and procedures shall recognize differences between the standards and duties and responsibilities of both classroom teachers and specialists.

17.3.4 In implementing the evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of teachers. No evaluation information shall be recorded by audio or video electronic devices without the consent of the teacher. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate such evaluation.

17.3.5 Teachers shall not be held accountable for deficiencies or conditions over which the teacher has no reasonable control.

17.3.6. By September 10 each school year, every principal shall send a written communication to all Teachers in the building that sets forth an outline of the evaluation process for that school year. The communication shall include information regarding the components of the District's evaluation process, the anticipated timelines of the process, and the responsibilities of each party for those components. Evaluators at each school will make every effort to provide consistent training for teachers regarding the evaluation process, timelines, and expectations. The components will include but are not limited to: the scheduling of meetings, observations, the goal setting process, and the use of self-assessments, as well as a description (including

the purpose) of each event. Additionally, the communication shall include where a copy of the communication will be maintained. If the principal makes changes to the evaluation process throughout the school year, such changes shall be communicated in writing within five (5) school days. Copies of said communications shall also be provided to the Department of Human Resources.

17.4 **Frequency of Evaluation**. All teachers shall be evaluated on a regular basis and of such frequency and duration as set forth in Section 22-9-106(1)(c), Colorado Revised Statutes.

17.5 **Observations**.

17.5.1 Observations (including classroom observations) shall be conducted openly and with the knowledge of the teacher.

17.5.2 A classroom observation shall be of sufficient duration of the principal or assistant principal to have a reasonable understanding of the teacher's objectives, methods of teaching, and effectiveness. All formal classroom observations shall be of at least 30 minutes duration and shall be of a class or classes in the teacher's major assignment. For a teacher's formal observation, every effort shall be made to schedule a time with the teacher.

17.5.3 A teacher may request in writing that an additional observation be conducted by a District administrator other than the principal or assistant principal of the teacher's own building. The District shall provide such an administrator upon request. The administrator shall report observations to the principal or assistant principal.

17.5.4 A teacher may make a written request for an additional observation by the principal or assistant principal if a teacher feels that any given classroom observation was conducted at an inappropriate time or under inappropriate circumstances. The principal or assistant principal shall make every effort to comply with such a request.

17.5.5 Each probationary teacher shall be formally observed at least twice each school year. One of these formal observations shall take place prior to the end of the first semester, and the other shall take place prior to April 15. Each non-probationary teacher shall be formally observed at least once each school year.

17.5.6 Each formal observation shall be followed by a conference. The teacher shall receive a copy of the evaluator's observation report at least 24 hours prior to the post-observation conference. The conference between the teacher being evaluated and the evaluator shall take place within five school days, or at another mutually agreed upon time, of the observation. Additional conferences before and after observations may be arranged by the teacher and the evaluator.

17.6 **Mid-Year Review**. When there is a mid-year review, teachers will be given specific feedback on their performance as a way to provide opportunity for growth and/or improvement. The feedback will be documented.

17.7 **Evaluation Report**.

17.7.1 An evaluation report shall be issued upon the completion of the formal evaluation process. It shall include data collected from formal observations, and may include data from self-assessments and peer, parent, or student input obtained from standardized surveys

(Section 22-9-106(3.2), Colorado Revised Statutes). It shall be presented in writing no later than May 15 or two weeks before the last class day of the school year, whichever date it earlier, and may lead to adjustments in the teacher's Professional Goals or to the development of a Written Improvement Plan.

17.7.2 "Professional Goals" shall be written and mutually developed by the evaluator in consultation with the teacher. The primary purpose shall be to give specific direction to the teacher for ways to further the teacher's professional skills, interests, and/or knowledge.

17.7.3 A "written improvement plan" shall be developed by the evaluator in consultation with the teacher. It shall be specific as to what improvements, if any, are needed in the teacher's performance and shall clearly set forth recommendations for improvements, including recommendations for additional education and training during the teacher's recertification process; shall set forth an adequate and reasonable timeline for implementation and/or completion of the improvements; be specific as to the strengths and weaknesses in the performance of the individual being evaluated; specifically identify when a direct observation was made; identify and use reliable data sources; be discussed and be signed by the evaluator and the teacher being evaluated, each to receive a copy of the report (note: the signature on the report of the teacher being evaluated shall not be construed to indicate agreement with the information contained in the report); and be reviewed by a supervisor of the evaluator, whose signature shall also appear on said report.

17.7.4 The evaluator shall provide a copy of the evaluation report to the teacher being evaluated at least one day prior to the evaluation conference.

17.7.5 Teachers shall have the right to submit a written rebuttal to the report and such rebuttal shall be filed as an attachment to the report. The principal or assistant principal shall sign the rebuttal to acknowledge seeing it.

17.8 **Remediation Evaluation**. Remediation Evaluation is a means of providing direct assistance to a non-probationary teacher whose performance is unsatisfactory in areas such as, but not limited to, student control, planning, disregard of District curriculum, and negative interaction with students. The Remediation Evaluation process is intended to provide ways to assist the teacher in overcoming identified deficiencies and returning to a satisfactory performance. If performance is not returned to a satisfactory level during the established time frame, the Superintendent may direct that the process be extended or may recommend to the District's Board of Education that the teacher be dismissed from employment pursuant to the Teacher Employment, Compensation and Dismissal Act of 1990. However, compliance with this Remediation Evaluation process shall not be a condition precedent to commencement of a dismissal action based upon a ground or grounds other than unsatisfactory performance as described above. Before a teacher is placed in the Remediation Evaluation process, the teacher's performance will be identified by the principal as being unsatisfactory through the regular evaluation process and the teacher will have failed to satisfactorily perform a written plan for improvement within the timeline set forth in the plan. Such unsatisfactory performance will be the basis for the Remediation Evaluation process which may follow. The Remediation Evaluation is set forth in the Notebook described in Article 17.3 above.

17.9 **Conditions**. Nothing in this Article 17 shall preclude any program of teachers assisting teachers in the improvement of instruction. The District shall cooperate in reasonable ways to provide such assistance.

17.10 **Review**. Except for ineffective evaluation ratings of non-probationary teachers, if an adverse evaluation report is grieved, the standard for review shall be whether there was just cause for the opinions expressed in such report by the principal or assistant principal.

17.11 **Appeal Process.**

17.11.1 **Non-probationary Teacher – Right to Appeal**. A non-probationary teacher may appeal a performance rating of ineffective or partially effective in accordance with this Article. The non-probationary teacher is permitted only one appeal per year, per evaluation rating.

17.11.2 **Basis of Appeal**. The basis for an appeal shall be limited to:

17.11.2.1 A substantial violation of the evaluation process that materially impacts the teacher's performance rating; and/or,

17.11.2.2 The data relied upon for the performance rating was misused, inaccurate, invalid, or otherwise incorrectly attributed to the teacher.

17.11.3 **Burden of Proof**. The non-probationary teacher appealing the ineffective performance rating shall have the burden of demonstrating that a rating of effectiveness was appropriate.

17.11.4 **Notice of Appeal**. The non-probationary teacher must provide a written Notice of Appeal to the Superintendent within fifteen (15) calendar days following the teacher's signature on the evaluation that is being appealed. If a written Notice of Appeal is not received within this time then any and all rights to an appeal are waived and the evaluation rating shall be final. The Notice of Appeal must be signed by the teacher and include all grounds for the appeal. Any grounds not provided in the Notice of Appeal shall be deemed waived and shall not be raised during the appeal process.

17.11.5 **Association Representation.** The non-probationary teacher shall have the right to consult with a representative of the Association before filing the appeal and to representation throughout the appeal process. Whether or not the non-probationary teacher is represented, the non-probationary teacher is not required to be present at the appeal hearing with the Superintendent.

17.11.6 **Process**. Following receipt of the Notice of Appeal the following procedures shall be followed:

17.11.6.1 The non-probationary teacher shall submit any further documentation supporting the grounds for appeal. Such documentation shall be submitted at least one week prior to the appeal hearing.

17.11.6.2 An appeal hearing will be held prior to June 15, unless such time is mutually extended by both parties.

17.11.6.3 At the appeal hearing, the Superintendent shall review the evaluation rating and its supporting documentation, any documentation submitted by the non-probationary teacher pursuant to Article 6.1 above, any testimony provided by the non-probationary teacher and evaluator, and the evaluator's evaluation rating.

17.11.6.4 The Superintendent's decision shall be made in writing by June 30, unless such time is mutually extended by both parties; however, the time may not be extended beyond 90 days from the date the non-probationary teacher filed the Notice of Appeal. The written decision shall set forth the decisions and reasons therefor and be transmitted to the non-probationary teacher and the Association.

17.11.7 **Final Decision**. The Superintendent's decision shall determine the evaluation rating of the non-probationary teacher. It shall be final and not subject to further appeal or grievance.

## ARTICLE 18 – POSTINGS AND TRANSFERS

18.1 **Postings**.

18.1.1 The Superintendent or designee shall make information available to all teachers regarding any and all staff vacancies. (Last Updated: June 2023)

18.1.2 A staff vacancy is a new or an ongoing position which the District will fill. If the position is determined to be ongoing, notices of such vacancy shall be posted on the District's webpage within two central office work days after such determination occurs and shall remain posted for not fewer than five central office workdays.

18.1.3 If the District determines that the position is not to be ongoing, the District shall notify the Association in writing of such determination and the reasons therefore. Within 20 work days of the Board's action on an employee's separation, the District will give the Association written notice of its determination concerning its intended action on the position which was held by the separated employee.

18.1.4 Vacancy notices shall describe the position, building, qualifications to be considered in filling the vacancy, and the deadline for submitting applications.

18.1.5 In considering applicants to fill a vacant position which has been posted as provided for above, the administration will take into account:

18.1.5.1 Length of service in the District, academic preparation, past performance as reflected in written evaluations, and credentials in teachers' personnel files.

18.1.5.2 Each teacher shall be responsible for updating the teacher's District personnel file to ensure that the file reflects the teacher's current qualifications.

18.1.5.3 If teachers applying for a vacant position are similarly qualified according to these criteria, the administration may take into account factors to achieve balance in staffing in each school and to provide maximum learning opportunities. Such factors may include experience, interest, sex, breadth of teaching preparation and skill, and individual school needs. Whenever possible, the District shall fill vacancies from qualified applicants before making District-initiated transfers.

18.1.6 When a vacancy occurs fewer than ten work days before the first day of school for students or at any time during the school year, in order to minimize disruptions to the educational process, the vacancy posting may be delayed. The Superintendent shall, at the same time the vacancy posting is delayed, advise the Association President that such position will be posted at the end of that school year, if the position is determined to be ongoing. The vacancy will then be posted prior to the end of the school year in which or immediately prior to which the vacancy occurred, if the position is determined to be ongoing.

18.1.7 If a position is filled during the school year by a teacher not previously employed by the District, such position, if it is determined to be ongoing, shall be declared vacant and posted at the end of that school year.

18.1.8 Principals shall interview all qualified, currently employed teachers who apply for vacancies. All such teachers shall be periodically advised of the status of their applications and shall be promptly notified at the time the vacancy is filled.

18.2 **District-Initiated Transfers.**

18.2.1 A District-initiated transfer is a change in a teacher's assignment which requires the teacher to move from one school building to another school building and which is initiated by the Superintendent or by the principal of the school from which the teacher is being transferred. Such transfers may occur at any time during the academic year.

18.2.2 All District-initiated transfers for administrative and personnel reasons shall be for good and just cause. The District will consider breadth of preparation, including multiple endorsement areas and/or specializations within endorsement areas; depth of preparation; seniority; recency of preparation and/or experience; teacher performance as reflected in evaluations; individual school needs; interests; factors to achieve staffing balance and to provide maximum learning opportunities for students; ability and willingness to perform special assignments; and, any other factors which the District deems appropriate.

18.2.3 When a transfer must be made to reduce the number of teachers in a particular school building, the District will request qualified teachers from such building to volunteer for the transfer and, if there are one or more volunteers, the District will consider transferring a qualified volunteer. If a qualified volunteer is not available for transfer, the teacher in the affected program area with the least length of District service shall be transferred unless, in the judgment of the Administration, the established District, building, grade level, or department priorities cannot be met by transferring such teacher, in which event another teacher will be transferred.

18.2.4 A teacher who is subject to a District-initiated transfer will be given an opportunity at the time of such transfer to visit those schools at which vacancies exist which the teacher is qualified to fill. The teacher may express an order of preference regarding available vacancies and the District will consider the teacher's preferences.

18.2.5 A teacher will not be transferred to a position for which the teacher is not qualified.

18.2.6 A District-initiated transfer will not be made until a meeting has been held between teacher involved, the Superintendent, and, at the request of the teacher or the Director of Human Resources, the teacher's representative and/or the principal(s) of the school(s) to or from which the teacher may be transferred. Such meeting requirement may be waived by the teacher involved. Thereafter, upon the teacher's written request, the Superintendent will provide the teacher with a written statement of the reason(s) for the transfer. Thereafter, if the teacher believes that the provisions of this Article 18.2 have been violated, the teacher may initiate a grievance at Level Two of the grievance procedure. (Last updated: June 2026)

18.2.7 All District-initiated transfers for non-administrative and personnel reasons, including as a result of displacement-like conditions, shall include a school-based hiring process through which a teacher may provide input regarding preferences for positions, principal(s) will provide input into the selection of the best candidate for the vacancy, and principal(s) will collaborate with the Department of Human Resources.

18.2.7.1 Displacement-like conditions shall include those caused by drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

18.2.7.2 The procedures set forth in Articles 18.2.3 through 18.2.5 above shall be followed.

18.2.7.3 The teacher to be transferred shall take part in an interview process prior to assignment at a new building.

18.2.7.3.1 When there are vacancies at a single building, the teacher to be transferred shall be interviewed by an interview panel from the receiving school. The interview panel shall include the principal and a minimum of two teachers from the receiving school. The teachers at the receiving school shall select the teachers to serve on the interview panel. The principal at the receiving school shall determine any additional members of the interview panel, including additional teachers above the two. Following the interview, the interview panel shall debrief regarding the merits and qualifications of each teacher to be transferred.

18.2.7.3.1 Where there are multiple vacancies at two or more schools, the teacher to be transferred shall be interviewed by the principals and a minimum of two teachers from each receiving school. The interviews shall occur on a single day and will be conducted through the use of small interview panels consisting of at least one principal and one teacher. Following the interviews, all members of the interview panels shall debrief together regarding the merits and qualifications of each teacher to be transferred.

18.2.7.4 Decisions regarding placement of such transferred teachers shall not be made until the principal(s) involved in the receiving school(s) have collaborated with the Department of Human Resources following the interview process set forth in 18.2.7.3 above.

18.2.7.5 The District-initiated transfer will also not be made until a meeting has been held between teacher involved, the Superintendent, and, at the request of the teacher or the Superintendent or designee, the teacher's representative and/or the principal(s) of the school(s) to or from which the teacher may be transferred. Such meeting requirement may be waived by the teacher involved. Thereafter, upon the teacher's written request, the Superintendent will provide the teacher with a written statement of the reason(s) for the transfer. Thereafter, if the teacher believes there has been a procedural violation of this Article 18.2, the teacher may initiate a grievance at Level Two of the grievance procedure; however, the District's decision regarding placement shall be final and not otherwise subject to the grievance process. (Last Updated: June 2023)

18.2.8 When a teacher is transferred pursuant to the District-initiated transfer process set forth in Article 18.2 to a position in a new grade level, new subject matter, or different campus, said teacher may request support from the District for such move at any time prior to beginning the position and during the first school year within that position. Such request shall be made in writing to the new position's evaluator. The support plan shall be mutually developed by the teacher being transferred and the evaluator. Other staff or colleagues may be involved in

developing the support plan, at the request of either the teacher being transferred or the evaluator. The support plan will be tailored to the new position and may include, but is not limited to, professional development, release time for classroom observations, consult with other teachers or professionals, and/or the provision of a mentor. The role of mentor, other teachers, consultants, or professionals will be supportive and non-evaluative. If the teacher has a professional growth plan in place then the support shall be included in such growth plan. If the teacher and evaluator cannot reach mutual agreement on the support plan, the Superintendent or designee will mediate a binding resolution. Nothing in this Article shall preclude a teacher and evaluator from continuing to work together to support the teacher in future years. (Last Updated: June 2023)

## ARTICLE 19 – TEACHER RIGHTS

19.1 **Teacher Files**. Except for pre-employment confidential letters of reference or placement files concerning employment, or letters of reference which the teacher has waived the right to see, a teacher, upon request, shall have the right to review the contents of the teacher's personnel file maintained at the District's Administration Building, and to make copies of any documents contained in such files at the teacher's own expense. Any teacher may be accompanied by a person or persons of the teacher's own choosing when viewing such file. No materials derogatory to a teacher's conduct, service, character, or personality will be placed in a teacher's personnel file, unless the teacher has had an opportunity to review such materials by affixing the teacher's signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents of such materials. A teacher shall have the right to submit a written response to such materials within 30 days of their being placed in the teacher's personnel file. The response shall be attached to the materials to which it relates. A teacher shall have the right to file a grievance concerning such materials.

19.2 **Just Cause**. No teacher shall be disciplined in writing without just cause. No teacher will be suspended from the teacher's regular assignment without just cause. No non-probationary teacher will be nonrenewed or removed from those special assignment positions described in Article 7.3 through Article 7.6 without just cause. The Board's acceptance of dismissal charges against a teacher pursuant to the Teacher Employment, Compensation and Dismissal Act of 1990 shall bar the processing of any grievance alleging violations of this Article 19. This Article 19 shall not apply to the nonrenewal of teaching contracts of probationary teachers.

19.3 **Complaints Regarding Teachers**. No complaint regarding a teacher may become a matter of formal record or adversely affect a teacher's evaluation, employment status, or compensation unless the nature of the complaint and the identity of the complainant have been promptly brought to the attention of the teacher. The teacher will be given an opportunity to attach a written response and/or rebuttal to the formal record of any complaint within a reasonable time after it has been called to the teacher's attention.

## ARTICLE 20 - STAFF REDUCTIONS

20.1 The Board may cancel the Employment Contracts of non-probationary teachers without penalty to the District when the Board determines that there has been a justifiable decrease in the number of teaching positions.

20.2 When a justifiable decrease in the number of teaching positions within a particular endorsement area occurs, teachers occupying such positions who are employed under letters of authorization or temporary contracts, and probationary teachers occupying such positions, shall have their employment terminated first.

20.3 When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur, and that such decrease will require the cancellation of the Employment Contracts of one or more non-probationary teachers, the Association shall be given 20 days' notification thereof and shall be provided the opportunity for its representatives to discuss such cancellations with the Superintendent. The notification shall include the number of positions to be decreased and the discussion shall include the rationale for the decreases.

20.4 When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur, the District agrees to make reasonable efforts to avoid canceling the Employment Contracts of non-probationary teachers within such endorsement area through utilization of the following guidelines: Retirements, resignations, extended leaves-of-absence, voluntary transfers, intra-building assignment changes, and District-initiated transfers.

20.5 If, after having complied with the provisions set forth in Articles 20.1 through 20.4 above, and any applicable government laws, regulations or orders, the District determines that the Employment Contract(s) of non-probationary teachers within any endorsement area or areas must be canceled, the non-probationary teachers within such endorsement area or areas shall be assigned to the following Groups as set forth below. These groups shall be created by the consideration of evaluation criteria as set forth in the District's teacher evaluations, along with the number of years a teacher has been teaching continuously in the District. Grouping teachers utilizing this method is in the best interest of the students enrolled in the District.

20.5.1 **Group One**. Teachers with fewer than six school years of continuous employment as a non-probationary teacher who have unsatisfactory performance.

20.5.2 **Group Two**. Teachers with six or more but fewer than 13 school years of continuous employment as a non-probationary teacher who have unsatisfactory performance.

20.5.3 **Group Three**. Teachers with 13 or more but fewer than 20 school years of continuous employment as a non-probationary teacher who have unsatisfactory performance.

20.5.4 **Group Four**. Teachers with 20 or more school years of continuous employment as a non-probationary teacher who have unsatisfactory performance.

20.5.5 **Group Five**. Teachers with fewer than six school years of continuous employment as a non-probationary teacher who have satisfactory performance.

20.5.6 **Group Six**. Teachers with six or more but fewer than 13 school years of continuous employment as a non-probationary teacher who have satisfactory performance.

20.5.7 **Group Seven**. Teachers with 13 or more but fewer than 20 school years of continuous employment as a non-probationary teacher who have satisfactory performance.

20.5.8 **Group Eight**. Teachers with 20 or more school years of continuous employment as a non-probationary teacher who have satisfactory performance.

20.6 As referred to in Article 20.5 above, within an endorsement area or areas, the canceling of the Employment Contracts shall be as follows: The Employment Contracts of all teachers within Group One shall be canceled before any of the Employment Contracts of teachers within Group Two are canceled; the Employment Contracts of all teachers within Group Two shall be canceled before any of the Employment Contracts of teachers within Group Three are canceled; the Employment Contracts of all teachers within Group Three shall be canceled before any of the Employment Contracts of teachers within Group Four are canceled; the Employment Contracts of all teachers within Group Four shall be canceled before any of the Employment Contracts of teachers within Group Five are canceled; the Employment Contracts of all teachers within Group Five shall be canceled before any of the Employment Contracts of teachers within Group Six are canceled; the Employment Contracts of all teachers within Group Six shall be canceled before any of the Employment Contracts of teachers within Group Seven are canceled; and the Employment Contracts of all teachers within Group Seven shall be canceled before any of the Employment Contracts of teachers within Group Eight are canceled.

20.7 As referred to in Article 20.5 above, a teacher shall be deemed to have completed a "school year" of continuous employment as a non-probationary teacher if such teacher is employed by the District as a licensed employee for more than 50% of the work days (i.e., contract days), those days being 50% or more of a regular work day, during any school year. The school years during which a teacher was employed as a probationary teacher shall not be counted in assigning the teacher to the appropriate Group.

20.8 As referred to in Article 20.5 above, "continuous employment" will not be deemed to have been interrupted during the period of any paid leave of absence, long-term unpaid professional leave of absence or unpaid military leave of absence which is granted by the Board. The period of any unpaid leave of absence (other than long-term unpaid professional leave or unpaid military leave) granted by the Board shall not be considered to be an interruption of "continuous employment," but the time of such unpaid leave shall not be included in determining whether a teacher has accrued a "school year" for purposes of assignment to a Group.

20.9 In deciding which Employment Contract or Contracts it will cancel within the Group involved, the Board shall take into consideration, both on an individual basis, and, in comparison to other non-probationary teachers, the following factors:

20.9.1 Breadth of preparation including multiple endorsement areas and/or specializations within endorsement areas.

20.9.2 Depth of preparation in the endorsement area or areas.

20.9.3 Recency of preparation and/or experience in the endorsement area or areas.

20.9.4 The levels and areas in which the teacher has most recent experience.

20.9.5 Current special pay assignments.

20.9.6 Willingness and ability to undertake other and/or additional special pay assignments.

20.9.7 Current participation in school-related assignments or committee work other than special pay assignments.

20.9.8 Willingness and ability to participate in other and/or additional school-related assignments or committee work other than special pay assignments.

20.9.9 Endorsement or endorsements in other areas in which the District has declared that a need exists or may exist.

20.9.10 Enrollment in a program, or the willingness to enroll in a program, the successful and timely completion of which will qualify the teacher to receive an endorsement in any other area in which the District has declared that a need exists or may exist.

20.9.11 Whether the less than full-time teachers under consideration are willing to accept full-time employment.

20.9.12 Any other factor or factors which the District deems appropriate under the circumstances for the endorsement area or area factor or factors are set forth in the notification referred to in Article 20.3 above.

20.10 Any non-probationary teacher whose Employment Contract is canceled pursuant to this Article shall have the right to grieve such cancellation as provided for in Article 5 above. The Level Two hearing or Level Three arbitration hearing on such grievance shall meet the requirement of the Colorado Supreme Court for a hearing concerning such cancellation. For any non-probationary teacher whose Employment Contract is canceled, nothing contained in Article 20 shall be interpreted as a waiver of such teacher's rights otherwise provided by law.

20.11 If a position becomes available within two years of the date on which the Board cancels the Employment Contract of a non-probationary teacher, such position shall be offered first to any such former non-probationary teacher who is qualified for the position. Such offers shall be extended first to the former non-probationary teacher whose Employment Contract was most recently canceled and so on in the reverse order of cancellation. If such teacher fails to accept a District offer of re-employment as a full-time permanent teacher, the obligation of the District to offer such teacher re-employment pursuant to this Article shall terminate.

20.12 All benefits which a non-probationary teacher had earned at the time the teacher's Employment Contract was canceled, including unused accumulated sick and personal leave, continuing employment rights, credit for sabbatical eligibility, and salary schedule placement, will be restored to such teacher upon the teacher's re-employment; provided, however, that such teacher will not receive any increment which the teacher would have earned between the date on which such teacher's Employment Contract was canceled and the date on which such teacher is re-employed.

20.13 As referred to in Article 20.5 above, the term "unsatisfactory performance" shall mean and include where a teacher has a documented pattern of ongoing performance and/or inappropriate conduct during the current school year which would lead to the implementation of a remediation plan or is currently on a remediation plan. "Satisfactory performance" shall then mean where a teacher has no such documentation in the personnel file for the current school year and is not currently on a remediation plan.

## ARTICLE 21 - UNPAID LEAVES OF ABSENCE

21.1 **General Provisions.**

21.1.1 Leaves of absence without pay may be granted by the Board to teachers who have completed three years of continuous service at the time the request for leave would begin. Such leaves of absence shall be for definite periods of time. Leaves may be granted for medical reasons, advanced study in approved schools, serving as an officer or staff member of a state or national professional organization, serving in a public office, exchange teaching, peace corps, or job corps approved by the Board of Education upon recommendation of the Superintendent or designee . Application for leave of absence must be submitted in writing to the Superintendent or designee at least 45 days preceding the leave beginning. Teachers granted professional leave must submit a plan for approval by the Superintendent or designee. (Last Updated: June 2023)

21.1.2 A teacher on leave of absence who is not on District-approved professional or military leave shall return to the school at the same salary level which the teacher had attained at the beginning of the leave. A teacher on District-approved professional leave or military leave will return at a salary level as if continuously employed.

21.1.3 Teachers on any approved leave of absence shall not forfeit any accrued sick leave, personal leave or years of service.

21.1.4 Additional sick leave, personal leave or other leave benefits, shall not accrue during the time of the approved leave.

21.1.5 A teacher may continue the applicable benefits while on approved leave by paying the total premiums for such benefits for the leave period. Such payment shall be made not later than the 25th day of the month for coverage effective on the first of the following month.

21.1.6 Normally, leaves of absence may not extend beyond a continuous period of two years. (Military leaves may be an exception.)

21.1.7 Normally, no short leaves shall be granted for the first or last three weeks of the school year or for the last two weeks of the fall semester or the first two weeks of the spring semester. Days preceding and following vacation period shall not be allowed as leave time.

21.1.8 Upon return from such leave, the teacher will be assigned to the teacher's original position or to another position for which the teacher is qualified.

## ARTICLE 22 - EQUITABLE EDUCATION ACCESS SUPPORT AND CLASS SIZE RELIEF

22.1 The parties recognize that maximum attention to students by the teacher is desirable to ensure the high quality of education that is a goal of both the Association and the Board. The parties also acknowledge that the primary duty and responsibility of the teacher is to teach and that the organization of the school, the school day, and the assignment of students to classes should be directed toward ensuring that the energies of the teacher are primarily utilized to this end.

22.2 The number of pupils assigned to any classroom shall not exceed the capacity of the teaching facilities or the number of stations available in that classroom except where emergencies dictate otherwise.

22.3 When the principal or designee creates class assignments and/or student schedules for the following school year or term, the impacts on workload will be taken into consideration and efforts made to equitably spread-out such workloads among multiple teachers. As part of this consideration process, prior to the development of class schedules and assignment, teachers shall be permitted to provide input regarding class size and student assignments, which may include such information as provided in Article 22.5. Input received from a teacher shall be considered by the principal or designee for the following school year or term, along with all other information and scheduling parameters when making such decisions, which shall be in the sole discretion of the principal or designee. The desire is to have preliminary class assignments and student schedules completed before the end of the school year or term. (Article Added and remaining articles renumbered: June 2025)

22.4 Teachers who believe their class size is excessive or have other workload challenges may use the following procedure, the purpose of which is to identify and resolve class size and other workload challenge issues in a cooperative manner, to seek relief:

Step 1. The teacher should complete Sections I through IV of the Equitable Education Access Support and Class Size Relief form and submit the form to the teacher's principal. Please refer to **APPENDIX D** for the form. The teacher should identify the kind of relief the teacher believes to be helpful and possible.

Step 2. The principal may, on the basis of resources available to the principal, and an assessment of the merits of the appeal, grant the request, offer an alternative form of relief, or deny the request. The Superintendent's designee may be called upon for assistance.

Step 3. Seek the relief desired through an appeal to an ad hoc class size committee which may, on the basis of resources available to it, and an assessment of the merits of the appeal, grant the request, offer an alternative form of relief, or deny the request. To initiate the appeal, the teacher should complete Section VI of the Equitable Education Access Support and Class Size Relief form in APENDIX D.

Step 4. The teacher or the Superintendent's designee may appeal the committee's decision to the Superintendent who may, on the basis of resources available to the Superintendent, and an assessment of the merit of the appeal, grant the request, offer an alternative form of relief, or deny the request. To initiate the appeal, the teacher or the Superintendent's designee should complete Section VII of the Equitable Education Access Support and Class Size Relief form in APENDIX D.

(Last Updated: June 2025)

22.5 In Steps 2, 3 and 4, the following factors, among others that may be appropriate, will be taken into account:

22.5.1 Number of students in the class in comparison to average class sizes for comparable courses or grade levels elsewhere in the District;

22.5.2 Students' expected levels of functioning and maturity relative to their age, grade and ability (e.g., behavior which denies other students access to learning);

22.5.3 Nature of the instruction to be provided (e.g., safety factors, necessary individualization, and extent of preparation and evaluation required);

22.5.4 Number of special needs students, the severity of their needs, and the amount of support available. Examples of severe special needs include the following: emotional disorders; perceptual/ communicative; and sensory handicaps without compensatory skills. Examples of less severe special needs include the following: disabled; speech/language; and ESL; and/or

22.5.5 The range of learning abilities of the students assigned to a particular class.

22.6 Additional Hours and class size committee shall be assembled to respond to each class size appeal made under Step 3 of Article 22.4. The committee shall consist of the teacher or teachers who have appealed the principal's decision at Step 2, an Association representative, the Superintendent's designee from Step 2, and, where appropriate, the Superintendent or designee and/or the Executive Director of Student Services or designee. (Last Updated: June 2025)

22.7 The following options are among those which the committee may consider to provide class size or other workload relief:

22.7.1 Classroom para-education assistance;

22.7.2 More than usual amounts of assistance from support staff and specialists (e.g., other teachers, counselors and administrators);

22.7.3 Alternative teaching patterns (e.g. co-teaching models);

22.7.4 Realignment of class sizes through revised assignments to classes and/or subjects;

22.7.5 Additional teacher(s), including specialist(s);

22.7.6 Closely monitoring and controlling the effects of the open enrollment policy;

22.7.7 Creating combination grades (multi-age groups) and combination course levels (e.g., combining Spanish 3 and 4);

22.7.8 Reduction of extra responsibilities;

22.7.9 Reconsider appropriateness of placement of individual students;

22.7.10 Provide additional release time;

22.7.11 Increase the assignment of a part-time teacher to provide temporary assistance

for a full-time teacher pursuant to Article 7.11;

22.7.12 Special assignment of other teachers pursuant to Article 7.11;

22.7.13 On a voluntary basis, provide extra pay for an existing teacher for accepting an extended assignment pursuant to Article 7.11;

22.7.14 Provision of appropriate instructional materials.

22.7.15 Professional development and/or other trainings regarding classroom management and/or other instructional strategies;

22.7.16 Coaching supports for instruction, classroom management, and other identified areas of need; and/or,

22.7.17 Other supports as determined by the Principal or designee and teacher.

(Last Updated: June 2025)

## ARTICLE 23 - PERSONAL CORRESPONDENCE

All personal correspondence shall be delivered to licensed staff in sealed envelopes or by confidential electronic means. This shall include, but not be limited to, paychecks, W-2 forms, grievance correspondence, and all personnel-related correspondence.

## ARTICLE 24 - MEDICAL EXAMINATIONS

24.1 As permitted by law, the District shall have the right, at any time and at its expense, to require medical examination of a teacher by a physician approved by the Superintendent or designee.

24.2 The teacher may submit the name of a physician of the teacher's choice. If this choice is not acceptable to the Superintendent or designee, the teacher shall be furnished with a list of five approved physicians from which the teacher shall choose one to conduct the required examination.

24.3 If the teacher is not satisfied with the physician's report, the teacher may request, at the teacher's expense, a second opinion by a physician of the teacher's own choice.

24.4 Nothing contained in this Article 24 shall be interpreted as a waiver by the Association of the rights of an individual teacher.

## ARTICLE 25 - CONTRACT YEAR/WORKDAY

25.1 **Contract Year**. The contract year for teachers who have been employed by the District for one or more years shall be 186 days beginning in the 2019-2020 school year and 187 days beginning in the 2020-2021 school year. The contract year for teachers who have been employed by the District for less than one year shall be 190 days beginning in the 2019-2020 school year and 191 beginning in the 2020-2021 school year. Fifteen days in the 2019-2020 school year and sixteen days in the 2020-2021 school year of these days shall be scheduled as follows:

25.1.1 One full teacher workday at the beginning of the year.

25.1.2 One full teacher workday at the end of the first semester, or at the end of the first or second trimester, as appropriate, unless a building is on a hexter schedule, and then the workday shall be scheduled at the end of a hexter. (Last Updated: June 2023)

25.1.3 One full teacher workday at the end of the second semester.

25.1.4 One full teacher workday shall be scheduled during October, unless a building is on a hexter schedule, and then the workday shall be scheduled at the end of a hexter. (Last Updated: June 2023)

25.1.5 Two days shall be scheduled as compensatory time pursuant to Article 25.4 below.

25.1.6 The equivalent of one full teacher workday (for example, two half-days) shall be scheduled at the beginning of the year or within the first six weeks of school, as appropriate. (Last Updated: June 2023)

25.1.7 The equivalent of one full teacher workday (for example, two half-days) shall be scheduled at the beginning of the second semester. (Last Updated: June 2023)

25.1.8 One additional full teacher workday shall be scheduled in the second semester. (Last Updated: June 2023)

25.1.9 Utilization of the remaining seven days shall be determined by the administration and appropriate District staff. Two (2) of these remaining seven days may be split into the equivalent time for professional development days that are paired with the ability of providing the equivalent of two teacher workdays as set forth in Articles 25.1.6 and 25.1.7 above. (For example, four half-day professional development days paired with four half-day teacher workdays.) Development of the calendar should take into consideration the requirements of Colorado law and regulations promulgated by the Colorado Department of Education. Additionally, in developing the calendar, input at the beginning of the process shall be solicited from teachers, administration, and other appropriate District staff. (Last Updated: June 2023)

25.1.9.1 Teachers shall be given the opportunity to provide immediate feedback on the quality of District, including site-based provided professional development opportunities. The Association may provide input as to the format for the immediate feedback forms for the District's consideration to use when developing its forms. Additionally, teachers shall be given the opportunity to provide general feedback regarding overall quality of and planning for professional development, including how the days were utilized. The general feedback opportunities shall be offered towards the end of October and mid-spring semester. Such surveys shall be created and

conducted confidentially and anonymously by the Superintendent or designee in collaboration with the Association. The survey results shall be simultaneously accessible to the District and the Association. (Last Updated: June 2025)

25.1.9.2 Full-day in-service activities should be conducted as efficiently as possible. Teacher involvement in the planning of such activities is important. Use of District experts should be given serious consideration. Time for follow up, debriefing, and peer input should be built into the schedule. Candid evaluations by teachers will be conducted at each school.

25.1.10 Teachers who have been employed by the District less than one year will report four days prior to other teachers. The activities for these days shall be as scheduled by the Board.

25.1.11 For the purpose of this Article 25.1, the term "teacher workday" shall mean a full day's time allocated for teachers to work in their areas, and such time shall not be utilized for the types of activities described in Article 25.1.9 above.

25.2 **Duty-Free Lunch Period.** All teachers shall have a minimum of 30 minutes, duty-free lunch period.

25.3 **Planning Time.**

25.3.1 Definitions.

25.3.1.1 **Individual Plan Time**. Individual Plan Time means teacher-directed time for preparation of instruction and other needs as identified by the teacher.

25.3.1.2 **Collaborative Plan Time**. Collaborative Plan Time means time for multiple professionals to engage in intentional discussion, analysis, planning, and reflection regarding student needs. This shall include other work specifically dedicated for analysis of student data in order to improve teaching and learning.

25.3.2 **Professional Planning Expectations and Minutes**. Teachers and administrators value Individual and Collaborative Plan Time as a means for achieving the highest level of instruction for students. It is recognized that Individual and Collaborative Plan Time each week is necessary for instructional preparation and the execution of best instructional practices. There will be an expectation that teachers will collaborate with necessary staff to ensure high-quality, differentiated instruction to meet the needs of all students. Teachers will be provided two hundred ninety (290) minutes each week for planning time during a typical five-day school week. The Collaborative and Individual Planning Time schedules shall be created with the following parameters:

- Within the two hundred ninety (290) minutes there shall be a minimum of fifty (50) minutes per week for Collaborative Plan Time and a minimum of two hundred forty (240) minutes for Individual Plan time(Generally, this means there will be fifty (50) minutes of Individual Plan time four (4) days a week; fifty (50) minutes of Collaborative Plan time one (1) day a week; and forty (40) additional minutes of Individual Plan Time at some point in the week.)

- Normally all teachers will have fifty (50) minutes of Individual Plan Time on a

daily basis during the workday.

- Individual Plan Time should be scheduled for a minimum of a fifty (50) minute consecutive block. The additional forty (40) minutes of Individual Plan Time should be scheduled as a consecutive block as well. If the consecutive blocks of Individual Plan Time cannot be met, then an explanation of why shall be included in the Annual Written Plan Time Plan created pursuant to Article 25.3.3.

- Unless there is an emergency or unforeseen circumstance, every effort will be made to not interrupt Individual Plan Time.

- Any of the time not used for Collaborative Plan Time shall be available for Individual Plan Time.

Should conditions beyond the control of the building principal prevent Individual Plan Time minutes from being uninterrupted, compensatory time will be granted to the teacher as mutually agreed upon by the teacher and the building principal within a timely manner. Compensatory time may include an adjustment to the regularly scheduled duties or responsibilities throughout the teacher's work day or the teacher's work week.

25.3.3 **Annual Written Plan Time Plans**.

25.3.3.1 The leadership team at each building, with input from teachers in that building, shall annually create a written plan to provide for the provision of Individual and Collaborative Plan Time that shall meet the parameters in Article 25.3.2, as well as for the duty-free lunch period as required in Article 25.2.

25.3.3.2 Each annual plan shall be developed by September 1 and may be amended as necessary by the leadership team throughout the year. At a minimum, the annual plan shall be reviewed by the leadership team by December 15 each year. The written annual plan and any amended plans shall be submitted within one week following the creation. The building principal shall submit the written annual plan and any amended plans to the Superintendent or designee and the Association President.

25.4 **Compensatory Time for Evening Parent Conferences**. If teachers are required to attend parent-teacher conferences after 4:00 p.m., equivalent compensatory time will be granted on school days either before or after the evening parent conferences. These days shall be scheduled pursuant to Article 25.1.5.

25.5 **Release Time for Department Chairpersons**. Department chairpersons will be provided a substitute teacher to replace them in classrooms when their assigned duties as department chairpersons become excessive. Such requests must be submitted to the principal at least two working days before the substitute teacher is needed and must be approved by the principal or designee. (Last updated: June 2026)

25.6 **Teacher Availability**. All teachers shall be available for conferences with students, parents and staff members when necessary. Staff members are required to attend faculty meetings, departmental meetings, and grade level meetings unless the principal approves their absence. Teachers shall also be available for student supervision on a rotation basis.

Teachers understand the importance of teacher representation at after-school activities to support

academics as well as extra-curricular activities and to foster the relationship between schools and the community. It is the intent that participation in these events shall be evenly shared among departments, Comp grade levels, subject matters, and/or other appropriate qualifications and that not all teachers need to attend every event.

Teachers may be required to participate in not more than two (2) non-compensated student activities after school hours during the school year. This is not inclusive of parent/teacher conferences. It is also not inclusive of three (3) hours each for back-to-school nights, graduation/continuation ceremonies, and showcases/open houses or a total of nine (9) hours for these events during one school year. If the required hours for the back-to-school nights, graduation/continuation ceremonies, and showcases/open houses total more than nine (9) hours combined, then any additional hours shall be counted toward the two permitted non-compensated events. Up to the first three (3) hours of overage shall be counted toward one (1) event, and then over the third hour through sixth hour of overage shall be counted towards a second event.

The Superintendent or designee and a building principal or designee, as appropriate for the event, shall provide information regarding the scheduling of the required events for the school year such as back-to-school nights, graduation/continuation ceremonies, showcases/open houses, parent/teacher conferences, and other events outside of the normal workday. Information for the school year that is known shall be shared by September 1. For events that are scheduled after September 1, the Superintendent or designee or building principal or designee shall provide reasonable notice, with preferably a minimum of at least two (2) weeks, for such event(s).

25.7 **Workday**. The licensed personnel workday is currently set forth in District Policy GCL, Professional Staff Responsibilities, Duties, and Calendars. Prior to making changes to this policy, the District shall provide the Association with reasonable notice that the Board is considering making changes to the policy.

25.8 **Committee Work**

25.8.1 Every building and District committee that requires teacher participation shall have a clearly written purpose, goal or charge, norms of collaborative work anticipated to be used, anticipated time commitment, meeting schedule (date and time), and whether or not compensation or certification credit will be granted for serving on the committee pursuant to Article 7. The description of each committee will also include how committee members are selected. A list of each committee, including the descriptions, shall be clearly communicated via Google Docs or other technology platform to the respective building's teachers or to all teachers for District-level committees with teacher participants by September 1 each year or at least two weeks prior to new committees being formed.

25.8.2 A written agenda for each meeting shall be prepared by committee member(s) and available via Google Docs or other technology platforms at least one work day prior to the meeting. Minutes will be shared via Google Docs or other technology platform within two work days after each meeting.

25.8.3 It is desired that committee membership will be represented evenly among departments, grade levels, subject matter, and/or other appropriate qualifications.

25.8.4 Committees shall operate using the norms of collaborative work or other agreed upon process. Individual teacher opinions about the committee's charge and topics under discussion are valued. It is expected that teachers fully participate in their committee work, including expressing their opinions.

25.8.5 Every effort will be made so that teachers who are on more than one committee will have no more than two committee meetings per week.

25.8.6 Committee meetings shall not be scheduled during the 15 minutes prior to the student start day or 15 minutes after student dismissal, unless agreed upon by the majority of said committee's participants.

25.9 **Staff Meetings.** For staff meetings, principals shall communicate a clear purpose, norms of collaborative work anticipated to be used, anticipated time commitment, and meeting schedule (date and time) by September 1. A meeting agenda shall be clearly communicated via Google Docs or other technology platform to the respective building staff at least one work day prior to the meeting, unless there is an emergency. When applicable, minutes or notes will be shared via Google Docs or other technology platform within two work days after such meeting. Excluding emergencies, staff meetings shall not exceed 120 minutes per month.

## ARTICLE 26 - ASSOCIATION MATTERS

26.1 **Meetings**. Regular time shall be set aside during the school year for District-wide general meeting of the Association and monthly meetings of the Association's Board of Directors.

26.1.1 Time before, during or after school hours shall be reserved for four District-wide meetings of the Association in District buildings during the school year. Permission to hold Association meeting(s) during school hours must be approved by the Superintendent.

26.1.2 Time before or after school hours shall be reserved for one meeting per month of the Association's Board of Directors. Reserved time indicates that no other building or District-wide meetings will be scheduled.

26.1.3 The Association shall submit their tentative meeting times to the Superintendent by June 1 preceding the school year in which the meetings are to be held.

26.1.4 This does not in any way limit the calling of special meetings by the Association. However, unless special permission is granted by the Superintendent, previously scheduled building or District meetings shall take precedence over the Association's special meetings.

26.2 **Association Dues**. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the District through the Association's representatives a form authorizing deduction of membership dues in the Association. The Association deduction authorization shall continue in effect from year to year unless revoked in writing by a teacher through the Association between September 1 and September 15 of any year.

26.2.1 The District agrees to make a single monthly payroll deduction in variable amounts authorized in writing by individual teachers for annual dues to the Association, for contributions to PACE, and for miscellaneous amounts as specified by the Association. The District further agrees to transmit all such deductions, and a statement reflecting a breakdown of individual teachers' deductions into four categories (dues, PACE, miscellaneous, and total) to the Association on a monthly basis.

26.2.2 The Association shall indemnify and hold the Board and District harmless from any and all claims, demands, or suit resulting from any reasonable action taken by the Board or District for the purpose of complying with the provisions of this Article and assumes full responsibility for the disposition of the funds so deduced once they have been turned over to the Association. The Association agrees that, in the event of any litigation against the District, its agents or employees, arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees from any monetary awards or any costs arising out of such litigation, including but not limited to attorney's fees and costs.

26.3 **Release Time**. The District authorizes up to 52 days per school year of release time from duties for members of the Association to conduct Association business with the provision that up to ten additional days from the immediately preceding year's allocation may be applied for a potential grand total of 62 days in any single year. The following conditions must be adhered to:

26.3.1 The President and Vice-President may each be released from their duties no more than 23 days total and 13 days total, respectively, during the school year.

26.3.2 Other members of the Association may each be released from their duties no more than 10 days total during the school year.

26.3.3 No member may be released from duties for more than three consecutive days unless prior permission is granted by the Superintendent.

26.3.4 No more than eight members may be absent at any one time, unless prior permission is granted by the Superintendent.

26.3.5 The Superintendent may authorize time beyond the respective total allocations set forth above.

26.3.6 The Association will pay the full cost of all substitutes.

26.3.7 Before release time is granted, the teacher must receive approval of the President of the Association and, under normal circumstances, must submit a request for a substitute through the principal and to the Superintendent at least five days in advance. Release time will not be granted during scheduled parent-teacher conferences unless prior permission is granted by the Superintendent, or the Superintendent's designee.

26.4 **District Facilities**. The Association shall have the use of the following District facilities:

26.4.1 One Association bulletin board, or adequate space on a school bulletin board, shall be provided in each building for the posting of Association notices. The Association representative shall post all material on said bulletin board.

26.4.2 Subject to the requirements of applicable federal and state court rulings, the Association may use the teachers' mailboxes, the intra-District mail and the District's electronic mail facilities for communications with its members.

## ARTICLE 27 STUDENT BEHAVIOR MANAGEMENT AND INTERVENTIONS
**(Last Updated: June 2026)**

27.1 The District recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and on school premises. Whenever it appears that a particular student is experiencing disciplinary problems and requires the attention of professional specialists, the District will take reasonable steps to assist the teacher with responsibilities related to such student.

27.2 The parties recognize that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. Teachers recognize their responsibilities to maintain a positive learning climate within their classrooms, supportive of the education goals of the District.

27.3 A teacher may refer a student to the principal or assistant principal when the seriousness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom undesirable. In such cases, the teacher will furnish the principal, as promptly as teaching obligations allow, full particulars of the incident. A conference shall be held if the principal determines that it is appropriate. Upon the teacher's request, the principal, or the principal's designee, will advise the teacher of the disposition of the referral.

27.4 Each teacher has disciplinary authority over any student on the school premises, whether that student is assigned to the teacher or not.

27.5 Suspension, expulsion, and denial of admission of students is governed by the School Attendance Law of 1963 (Law), Section 22-33-101 and following, Colorado Revised Statutes. Under the Law, the District may expel any "habitually disruptive student." The Law defines a "habitually disruptive student" as a child who has been suspended three times during the course of the school year for causing a material and substantial disruption in the classroom, on school grounds, on school vehicles, or at school activities or events, because of behavior that was initiated, willful, and overt on the part of the child. Teachers to whom such a student is assigned or those with a need to know shall be made aware of the student's remedial discipline plan, if any. (Last updated: June 2026)

27.6 The school will furnish those teachers of a new student from outside the District with appropriate information regarding the student's disciplinary history. (Last updated: June 2026)

27.7 **Student Behavior Management Actions Plans.** (New Article Added: June 2023)

27.7.1 **Annual Student Behavior Management Action Plans.** The Student Behavior Management Plans created in the 2023-2024 school year shall be managed and updated yearly in the following way moving forward. To begin each school year, the school administration will send the plan to the staff prior to the arrival of students, noting that the plan is from the previous year. The school shall use the first two months to interact with and update the plan. This updating and interaction can be done in numerous ways, some examples include: review of other buildings' plans for comparison, a specific behavior committee, a staff meeting, building leadership team, MTSS committee, and survey for input. This list is not meant to be exhaustive but to provide examples. This process shall be completed no later than September 30th. (Last Updated: June 2026)

27.7.2 **Components of Student Behavior Management Action Plans.** The student behavior management action plan shall include consistent processes for responding to students with concerning/disruptive/unsafe behaviors (including teacher-addressed behaviors in the

classroom), staff roles and responsibilities, and procedural accountability for educators and administrators. A robust behavior management system of supports and interventions shall be included as a fundamental component. It shall also identify a communication system for educators to request assistance in accordance with Article 27.3. The action plan shall be consistent with District policy, as well as state and federal laws. It shall take into consideration the whole child and be developmentally-appropriate for students at each individual building. (Last updated: June 2026)

27.7.3 **Copies and Communications of Student Behavior Management Action Plans.** The building principal shall provide a copy of the final student behavior management action plan and any amended plans to the Superintendent or designee and the Association President along with the process followed for updating. The Superintendent or designee and the Association President will make sure the process was followed and publish the behavior plans in a staff accessible area, i.e. the intranet or staff Google drive. (Last Updated: June 2026)

27.7.4 **Communication and Implementation.** Building principals and teachers shall make every effort to implement the student behavior management action plan as written. If circumstances dictate a need to deviate from the plan, those involved will work together for the particular situation and the deviation and the reasons for it shall be communicated to those with a need to know within a reasonable time.

27.7.5 **Potential Revisions.** Revisions to the plan may be made as needed in collaboration with the leadership team or other similarly comprised committee.

## ARTICLE 28 - TEACHER PROTECTION FROM ASSAULTS

28.1 As authorized by Section 18-1-703, Colorado Revised Statutes, a teacher may use such reasonable force as is necessary to protect the teacher from attack or to prevent injury to another person while the teacher is acting within the scope of the teacher's employment.

28.2 In accordance with Section 22-32-109.1(3), Colorado Revised Statutes, the Board has adopted Board Policy GBGB entitled "Staff Personal Security and Safety" which establishes the District's policy and procedure for handling school-related incidents of assaults upon, disorderly conduct toward, harassment of, or any alleged criminal offense directed toward a teacher by a student. In such situations, the following procedures shall govern:

28.2.1 The teacher shall promptly file a written complaint with the school principal, the Superintendent and the Board of Education.

28.2.2 The principal shall, after receipt of such report and proof deemed adequate to the principal, suspend the student for three days, such suspension to be in accordance with the District's procedures and, where appropriate, shall initiate procedures for the further suspension or expulsion of the student.

28.2.3 The principal shall report the incident to the Englewood Police Department which is required by law, upon receiving such report, to investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.

28.2.4 The principal shall promptly advise the teacher in writing of the District's action on such complaint.

28.2.5 Prior to the student's readmission to class, the principal shall review the situation, including the student's educational status (e.g., special education status, prior disciplinary record, etc.), to determine whether the student constitutes a threat to the health, safety or educational environment of students or the teacher.

## ARTICLE 29 - TITLE VII COMPLIANCE OFFICER AND TITLE IX COORDINATOR INFORMATION FOR REPORTING SEXUAL DISCRIMINATION.

29.1 Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, or by telephone, using the contact information listed below for the Title VII Compliance Officer and Title IX Coordinator:

**Title VII Compliance Officer:**
Rana Razzaque, Director of Opportunity, Access & Inclusion
4101 S. Bannock St.
Englewood, CO 80110
303-806-2004
rana_razzaque@engschools.net

**Title IX Coordinator:**
Rana Razzaque, Director of Opportunity, Access & Inclusion
4101 S. Bannock St.
Englewood, CO 80110
303-806-2004
rana_razzaque@engschools.net

29.2 When the Title VII Coordinator and Title IX Compliance Officer information is changed by the District, the District and Association shall automatically execute a Memorandum of Understanding to effect the change in the Negotiated Agreement to the new information and then to make the appropriate change in the next Negotiated Agreement.

(Entire Article Added: June 2024)

## ARTICLE 30 - BEREAVEMENT LEAVE

**30.1 Bereavement Leave.** When leave is necessary to attend the funeral of an immediate member of the Teacher's family, the Teacher shall be given up to five (5) days of paid Bereavement Leave. For the purpose of this Article, immediate family shall mean a Teacher's spouse or domestic partner; parents, step-parents, or legal guardian; children; sisters; brothers; grandparents; grandchildren; father-in-law and mother-in-law; all as related by blood or marriage or domestic partnership; and the Teacher's spouse's or domestic partner's children, sisters, brothers, parents, and grandparents.

When necessary, due to the death of a near relative of the Teacher, the Teacher may use up to five (5) of the Teacher's Annual Leave days to attend the funeral. Near relative shall mean aunts, uncles, nieces, nephews, and other close relatives of the Teacher.

**30.2 Approval Process.** Approval for use of Bereavement Leave or five (5) of the Teacher's Annual Leave days shall be by the District's Director of Human Resources or designee. If more time off is needed than mentioned above, other leave may be granted upon the approval of the Director of Human Resources or designee. (Last updated: June 2026)

(New Article: June 2025)

**IN WITNESS WHEREOF,** the parties have executed this Agreement on June 2, 2026.

**ENGLEWOOD EDUCATORS**

By Rosemary Wulf
Rosemary Wulf, President

**ATTEST:**

Secretary

**SCHOOL DISTRICT NO. 1 IN THE COUNTY OF ARAPAHOE AND STATE OF COLORADO**

By Katherine Wilberding Cross
Katie Wilberding-Cross, President

**ATTEST:**

Anna Whistler
Secretary

# APPENDIX A

## Englewood Schools Licensed Salary Schedule
## SY 2026-2027

Base is MA Step 1: $60,522

| Steps | BA | BA + 20 | BA + 40 | MA/BA 60 | MA+20 | MA+40 | MA+60 | MA75/PHD |
|---|---|---|---|---|---|---|---|---|
| 1 | $54,587 | $56,498 | $58,475 | $60,522 | $63,548 | $66,725 | $70,062 | $73,565 |
| 2 | $55,624 | $57,571 | $59,586 | $61,672 | $64,755 | $67,993 | $71,393 | $74,962 |
| 3 | $56,681 | $58,665 | $60,718 | $62,843 | $65,986 | $69,285 | $72,749 | $76,387 |
| 4 | $57,758 | $59,780 | $61,872 | $64,038 | $67,239 | $70,601 | $74,131 | $77,838 |
| 5 | $58,856 | $60,916 | $63,048 | $65,254 | $68,517 | $71,943 | $75,540 | $79,317 |
| 6 | $59,974 | $62,073 | $64,245 | $66,494 | $69,819 | $73,310 | $76,975 | $80,824 |
| 7 | $61,113 | $63,252 | $65,466 | $67,757 | $71,145 | $74,703 | $78,438 | $82,360 |
| 8 | $62,274 | $64,454 | $66,710 | $69,045 | $72,497 | $76,122 | $79,928 | $83,924 |
| 9 | $63,458 | $65,679 | $67,977 | $70,357 | $73,875 | $77,568 | $81,447 | $85,519 |
| 10 | $64,663 | $66,927 | $69,269 | $71,693 | $75,278 | $79,042 | $82,994 | $87,144 |
| 11 | $65,892 | $68,198 | $70,585 | $73,056 | $76,708 | $80,544 | $84,571 | $88,800 |
| 12 | $67,144 | $69,494 | $71,926 | $74,444 | $78,166 | $82,074 | $86,178 | $90,487 |
| 13 | $68,420 | $70,814 | $73,293 | $75,858 | $79,651 | $83,634 | $87,815 | $92,206 |
| 14 | $69,720 | $72,160 | $74,685 | $77,299 | $81,164 | $85,223 | $89,484 | $93,958 |
| 15 | $71,044 | $73,531 | $76,104 | $78,768 | $82,707 | $86,842 | $91,184 | $95,743 |
| 16 | $72,394 | $74,928 | $77,550 | $80,265 | $84,278 | $88,492 | $92,916 | $97,562 |
| 17 | $73,770 | $76,352 | $79,024 | $81,790 | $85,879 | $90,173 | $94,682 | $99,416 |
| 18 | $75,171 | $77,802 | $80,525 | $83,344 | $87,511 | $91,886 | $96,481 | $101,305 |
| 19 | $76,600 | $79,281 | $82,055 | $84,927 | $89,174 | $93,632 | $98,314 | $103,230 |
| 20 | $78,055 | $80,787 | $83,614 | $86,541 | $90,868 | $95,411 | $100,182 | $105,191 |

*Steps on the salary schedule may not reflect years of experience either inside or outside the district

*Reflects 2.1% increase August 1, 2026

## SUMMARY OF BENEFITS

| Article | Description | Days Per Year | Qualification Period | Compensation Rate | Current Maximum Benefit | Paid Benefits | Comments | APPENDIX B |
|---|---|---|---|---|---|---|---|---|
| 10 | Annual Leave | 12 | None | Full | | Full | Not to be used on a non-student contact day, preceding or following a school holiday or vacation period, or preceding or following a non-student contact day if a full day is not worked on the non-student contact day itself. | |
| 15 | Maternity Leave | | None | | | Paid annual leave may be used. | Entitled to remain on maternity leave until temporary disability caused or contributed to by the pregnancy, miscarriage, abortion or childbirth ends. | |
| 16 | Child Care Leave | Up to 25 | None | Unpaid | | None | Fringe benefits, accrual of seniority and other benefits available under sick, sabbatical and other types of leave with pay shall not apply. Subject to the requirements of FMLA. | |
| 12 | Workers' Compensation | Up to 30 | None | Full for up to 30 workdays. | | Full for up to 30 workdays. | The amount of any workers' compensation benefits, or awards made for temporary disabilities resulting from injury, are assigned to District. | |
| 9.2 | Long-Term Disability | | None | | | None | District pays full monthly premium for eligible teachers in the process of completing first through fifth calendar year of employment, unless teacher is covered by PERA long-term disability. | |
| 30 | Bereavement Leave | Up to 5 | | | | | To attend the funeral of an immediate member of the Teacher's family(see Article for definition); due to the death of a near relative of the Teacher (see Article for definition). | |
| | | | | | | | | |

This **APPENDIX B** is furnished only for the convenience of the reader and reference should be made to the provisions of this Agreement for the specific terms and conditions each benefit described.

## APPENDIX C

## MEMORANDUM OF AGREEMENT
## CONCERNING SABBATICAL LEAVES

The parties agree that, because of budgetary constraints, no sabbatical leaves will be granted.

**Appendix D:**
**Equitable Education Access Support and Class Size Relief**

**Request & Dialogue**

**Purpose:** This form is designed to facilitate a cooperative conversation between teachers and principals to identify and resolve issues related to class size and makeup in accordance with Article 22 of the Negotiated Agreement. It will further serve as documentation of the conversations and assist in facilitating any further dialogue with additional administrators, as necessary.

---

**Section I: Teacher Information**

| Field | Response |
|---|---|
| Teacher Name: | |
| School: | |
| Grade Level(s) Taught: | |
| Subject(s) Taught: | |
| Date of Submission: | |

---

**Section II: Class Information (Focusing on the Specific Class in Question)**

| Field | Response |
|---|---|
| Current Number of Students in this Class: | |
| Capacity of Teaching Facilities/Number of Desks, etc…: | |

| | |
|---|---|
| Briefly Describe the Issue(s) Related to Class Size and/or Makeup: | |
| In your opinion, how does this class size and/or makeup impede your ability to teach effectively(as per Article 22.1)? | |

---

**Section III: Factors Contributing to the Concern(s) (Referencing Article 22.4)**

| **Field** | **Response** |
|---|---|
| Number of students in this class compared to average class sizes for comparable courses or grade levels in the school and elsewhere in the District (if known): | |
| Please describe the students' expected levels of functioning and maturity relative to their age, grade, and ability that contribute to this issue (e.g., behavior that denies other students access to learning): | |
| Nature of the instruction to be provided in this class (e.g., safety factors, necessary individualization, extent of | |

| | |
|---|---|
| preparation and evaluation required): | |
| **Special Needs Students:** | |
| Number of special needs students in this class: | |
| Please indicate the types and severity of special needs present and the amount of support currently available (referencing examples in Article 22.4): | |
| **Range of Learning Abilities:** | |
| Please describe the range of learning abilities within this class and how it contributes to the issue: | |

**Section IV: Teacher's Proposed Relief (Referencing Article 22.3, Step 1 & 22.6)**

Please refer to Article 22.6 to review options which may be considered to provide class makeup relief. Please note that Article 22.6 is not an exhaustive list and ideas of the teacher and/or principal may also be considered as potential ways to provide class makeup relief.

Please explain why you believe the selected relief option(s) would be effective in addressing the issue:

**Section V: Principal's Response**

| Field | Response |
|---|---|
| Principal's Initial Assessment of the Merits of the Request: | |
| **Principal's Proposed Action:** (Select one) | _____ Grant the request as proposed<br>_____ Offer an alternative form of relief (Please specify below)<br>_____ Deny the request (Please provide justification below) |
| If offering an alternative form of relief, please describe: | |

| | |
|---|---|
| | |
| If denying the request, please provide a detailed explanation, considering available resources and the factors outlined in Article 22.4: | |

Principal's Name:

Date of Principal's Response:

---

**Section VI: Further Dialogue/Next Steps (if denial by principal and/or after attempted solutions and there are still concerns)**

| **Field** | **Response** |
|---|---|
| Teacher's Response to Principal's Proposed Action (Optional): | |

| | |
|---|---|
| Principal's Follow-up Comments (Optional): | |
| *Step 3: Seek the relief desired through an appeal to an ad hoc class size committee which may, on the basis of resources available to it, and an assessment of the merits of the appeal, grant the request, offer an alternative form of relief, or deny the request.*<br><br>Does the teacher desire to proceed to Step 3 (Ad Hoc Class Size Committee)? | _____ Yes _____ No |
| Ad Hoc Committee Members Names (Required members include teacher, AR rep, Deputy Superintendent) | **Ad Hoc Committee** |
| Date of Ad Hoc Committee Meeting | |
| Ad Hoc Committee Proposed Action | _____ Grant the request as proposed<br>_____ Offer an alternative form of relief (Please specify below)<br>_____ Deny the request (Please provide justification below) |
| If offering an alternative form of relief, please describe: | |

| | |
|---|---|
| | |
| If denying the request, please provide a detailed explanation, considering available resources and the factors outlined in Article 22.4: | |

## Appendix E
## MEMORANDUM OF UNDERSTANDING REGARDING DISTRICT 1338 COUNCIL

The Englewood Educators and the Englewood Board of Education agree to convene the District's 1338 council on a regular basis beginning in the Fall of 2014. The first meeting shall be held no later than September 5, 2014. The council's schedule shall be set at its first meeting and shall include at least one meeting per month during the school year.

The purpose of the 1338 council shall be to consult with the Board of Education regarding the fairness, effectiveness, credibility, and professional quality of the licensed personnel performance evaluation system; and to conduct a continuous evaluation of the system.

At a minimum, as appointed by the BOE, said council shall consist of:

- One teacher;
- One administrator;
- One principal from the school district;
- One parent with a child in the District;
- One resident of the District who does not have a child in the District; and,
- Other members who may be appointed by the BOE.

Additional members of the council may include by mutual agreement of the Superintendent and EE President the following:

- Three to Five additional teachers, including a cross section of elementary, middle, and high school teachers;
- Members of the District Advisory Council (DAC);
- The Superintendent;
- A representative from Human Resources;
- A representative of Learning Services; and,
- An additional principal, assistant principal, or administrator.

The Superintendent and the EE President shall report at least annually the work of the 1338 Council to the DAC and the Board of Education.

Jan. 20., 2015.

**ENGLEWOOD EDUCATORS**

By Olivia Bucher
Olivia Bucher, President

**ATTEST:**

Sue Savil
Secretary

SCHOOL DISTRICT NO. 1 IN THE COUNTY
OF ARAPAHOE AND STATE OF COLORADO

By _____
Brian Ewert, Superintendent

ATTEST:

_____
Secretary

## APPENDIX F

# Request for Approval of Course Credit

(One form per course)

As per Article 6.5 of the Negotiated Agreement all of the following must be completed for consideration of course approval for Knowledge Level Advancement(KLA)/Salary Schedule Advancement. Course approval is not required for courses within an advanced degree program.

Date: _____

Name: _____ School/Site:_____

Current position/assignment:_____

College/university/institution offering course:_____
If from an out-of-state College/university/institution is the institution NCATE/CAEP accredited(www.ncate.org)?
_____YES _____NO

Is the credit being offered for semester credits, quarter credits or participation hours? _____

Date(s) of course:_____

Course title and number:

_____

Please submit course description/supporting documents with this application

Please explain how the course relates to your endorsement, certification, licensure, assignment or professional growth opportunities:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Approved: _____ Denied: _____(Request may be resubmitted with additional documentation/explanation if denied)

_____ OR _____

Deputy Superintendent Director of Human Resources

Date: _____