

AGREEMENT

Between

Summit School District Leaders Association



And

Summit School District Board of Education



Tony Byrd - Superintendent of Schools

Andrea Verzantvoort- Chief Talent Officer

Kara Drake, Chief Financial Officer

James Smith - SSDLA Meet and Confer President

Kendra Carpenter - SSDLA Treasurer

Robyn Sutherland - SSDLA Meet and Confer Team, Elementary School Representative

Nelle Biggs - SSDLA Meet and Confer Team, Middle School Representative

Doug Blake - SSDLA Meet and Confer Team, High School Representative

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PREFACE

The Summit School District Board of Education and the Summit School District Leaders Association agree to engage in a collaborative, positive, and supportive meet and confer process. It is our mutual intent to create binding agreements which recognize the needs of our Summit School District building administrators, the Summit School District, and most importantly, our students. It is our mutual intent to honor the Vision, Mission, and Core Values detailed in the District Strategic Plan.

Our Vision : Summit School District prepares caring, courageous, community-minded people who create a better world.

Our Mission: Summit School District creates a safe learning community in which each and every person belongs, grows, and thrives.

Our Core Values : Summit School District values....

1. Equity
2. Collaboration
3. Curiosity
4. Innovation

ARTICLE 1: RECOGNITION

SECTION A

The Board hereby recognizes the Summit School District Leaders Association (SSDLA) as the exclusive meet and confer representative pursuant to the Summit School District Board of Education resolution on October 28, 2021. The following administrator positions are represented: all building principals and assistant principals.

SECTION B

- The term “administrator,” when used herein, shall refer to all principals and assistant principals employed by the District.
- The term “Board” shall refer to the Summit School District Board of Education.
- The term “days” shall refer to generally accepted school district calendar workdays.
- The term “District” shall refer to the Summit School District
- The term “Association” shall refer to the Summit School District Leaders Association (SSDLA)

ARTICLE 2: BOARD RIGHTS

SECTION A

Powers and mandatory duties of the Board are defined in State statutes.

This Board considers that its most essential functions fall into the following categories:

1. Legislative or policymaking. The Board is responsible for the development of policy and for the employment of a superintendent who will carry out its policy through the development and implementation of regulations.
2. Educational planning and appraisal. The Board is responsible for acquiring reliable information from responsible sources, which will enable it to make the best possible decisions about the scope and nature of the educational program. The Board is responsible for requiring appraisal of the results of the educational program.
3. Staffing and appraisal. The Board is responsible for employing the staff necessary for carrying out the instructional program and establishing salaries and salary schedules and other terms and conditions of employment, as well as for personnel policies District-wide in application. The Board is responsible for appraising the effectiveness of its staff by providing for regular evaluation.
4. Financial resources. The Board is responsible for adopting a budget that will provide the financial basis for buildings, staff, materials and equipment which will enable the District to carry out the educational program. The Board is responsible for exercising control over the finances of the District to ensure proper use of, and accounting for, all District funds.

5. School facilities. The Board is responsible for determining school housing needs, for communicating these needs to the community, for purchasing sites, and for approving building plans that will support and enhance the educational programs.
6. Communication with the public. The Board is responsible for providing adequate and direct means for keeping the local citizenry informed about the schools and for keeping itself informed about the wishes of the public.
7. Judicial. The Board is responsible for acting as a court of appeal for school staff members, students and the public when issues involve Board policies and their fair implementation.

The Board may exercise the above powers and duties only when convened in a legally constituted meeting or otherwise permitted by law.

All powers of the Board lie in its action as a group. Individual Board members exercise authority only as they vote at a legal meeting of the Board and when the board has lawfully delegated authority to them.

SECTION B

Nothing in this Agreement shall be construed to alter, change, or limit any or all powers, rights, and authority of the Board except as expressly terms of this Agreement.

ARTICLE 3: ASSOCIATION RIGHTS

SECTION A

The Association shall have the right to use school buildings at reasonable hours for meetings, provided advance notification is received by the superintendent and such use falls within Board policy.

SECTION B

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not disrupt school business and operations or the hours of management responsibilities of the administrators involved. This Section shall not preclude the management responsibilities of the administrators involved. This Section shall not preclude the processing of grievances with Board representatives at mutually agreed upon times.

ARTICLE 4: ANNUAL WORK SCHEDULE

SECTION A

During the work year from July 1 through June 30, the number of days of work for each administrator shall be as set forth on the salary schedule (Appendix A). The dates of work shall be cooperatively scheduled with the Chief Talent Officer and accompany the administrator's individual agreement of employment. It is understood that all administrators will generally be at work when school is in session. Any deviations from the annual work schedule must have the approval of the superintendent and a copy of the same placed on file with the administrator's individual agreement of employment.

The salaries of administrators covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

The Board also agrees to meet and confer possible wage increases for the subsequent school year as part of the annual budget development process. The parties agree to begin the meet and confer process in January of each school year (at the beginning of the budget process). By mutual agreement between the Board and the Association, this date may be amended.

SECTION B

If, due to extraordinary circumstances, administrators are required by the District to work beyond the number of workdays specified in their individual agreements of employment, they shall be reimbursed at a per diem rate or allowed to request compensatory time which may be granted by the superintendent. Similarly, should an administrator need to work beyond the regular agreement number of days to complete their assignment, they shall be required to receive permission from the superintendent or Chief Talent Officer prior to commencing work. Notwithstanding the previous statement, administrators are expected to participate in interviews to fill teaching and staff positions during the summer non-school break.

Administrators may use leave days at the end of the school year to compensate for responsibilities require them to be at school on weekends or holidays. (Prom, homecoming, graduation, Kids Night Out, etc.). An administrator may use these days throughout the school year with prior approval from the superintendent.

In recognition for administrative responsibilities that take place after contractual hours, compensation days will be scheduled at the end of each contractual period based on the following:

- *Elementary - two (2) compensation days*
- *Middle School - three (3) compensation days*
- *High School and Snowy Peaks - four (4) compensation days*
- *CASE conference attendance outside of contract time may be used as compensation time, with prior planning and approval from the administrator's immediate supervisor.*

** Leading an implementation team or training Safety Care will be compensated hourly or via stipend.*

** School Year Calendar Process: SSDLA will have a representative on the calendar committee and any committees that may impact principal compensation, including an MLO, should one occur.*

SECTION C

By the conclusion of the Principal's contract term, the administration will give input on and receive the finalized Professional Learning Community (PLC) schedule, safety and security meeting calendar, Vector training requirements, committee assignments, and any other necessary responsibilities for the upcoming school year. This information will support the effective organization and planning of the required 20 hours of supplemental time given to teachers.

ARTICLE 5: EVALUATION

SECTION A

Administrators shall be evaluated annually using the State provided evaluation platform and following the administrator evaluation cycle described in Section 22-9-106 C.R.S. The evaluation process will include all components as required by the state of Colorado and per District Policy GCO-R.

Basic requirements

1. All administrators, shall be evaluated by an administrator/supervisor who has a principal or administrator license issued by the Colorado Department of Education and/or such administrator's/supervisor's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional and credible evaluations of the administrators whom the evaluator is responsible for evaluating.
2. The standards for effective performance of administrators and the criteria to be used in determining whether performance meets these standards shall be available in writing to all administrators. Such standards and criteria shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
3. The system shall identify the various methods of evaluation, which shall include but not be limited to direct observations and a process of systematic data-gathering.

Information collection

The evaluator shall directly observe the administrator and gather other data in accordance with the district's evaluation system and state law. No evaluation information shall be gathered by electronic devices without the consent of the administrator member. Each principal's evaluation shall include input from teachers employed at the school and may include information from the students enrolled at the school and their parents.

Frequency and duration

Principals shall receive one evaluation that results in a written report each academic year.

Variations will be permitted in this evaluation schedule, whether requested by the evaluator or administrator when the staff member is notified by the evaluator that an additional evaluation report is necessary for reasons consistent with one or more purposes of the evaluation system.

Minor adjustments and variations in the evaluation process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected in accordance with the district's evaluation system.

Informal evaluations and observations may be made whenever deemed appropriate by the district.

Documentation

The evaluator will prepare a written evaluation report at the conclusion of the evaluation process which will include the following:

1. A goal-setting plan which is specific as to what improvements, if any, are needed in the administrator's performance and which clearly sets forth recommendations for improvements. If the person evaluated is a teacher or a principal, the plan may include recommendations for additional education and training during the teacher's or principal's license renewal process.
2. Specific information about the strengths and weaknesses in the administrator's performance.
3. Documentation identifying when a direct observation was made.
4. Identification of data sources when applicable.

The evaluation report will be discussed with the administrator. Both the evaluator and the administrator will sign the report electronically, and each will receive a copy if requested, with the evaluation being stored electronically. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. If the staff member disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach any written explanation or other relevant documentation as set forth in Section B below.

A signed copy of the report will be sent to Human Resources and kept in the employment file.

Ineffective performance

An administrator whose performance is deemed to be ineffective (overall) shall receive:

1. Written notice that their performance evaluation shows a rating of ineffective (overall);
2. A copy of the documentation relied upon in measuring the staff member's performance;
3. Identification of deficiencies; and,
4. In collaboration with the supervisor, a written improvement plan to be implemented the following school year. Such a written improvement plan shall be completed by August.

Appeal

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures. The principal has 15 workdays after receipt of the evaluation to submit an appeal in writing.

The administrator evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation. If the evaluator is the superintendent, the appeal request goes to the Chief Talent Officer.

SECTION B

Following each performance evaluation, which shall include a conference with the evaluator; the administrator shall sign and be given a copy of the evaluation. An administrator may submit additional comments to the written evaluation if they so desire within ten (10) workdays. All written evaluations shall be placed in the administrator's personnel file.

SECTION C

No "disciplinary action" defined herein as: an ineffective performance rating, unpaid leave, letter of reprimand, or for-cause termination occurring during the term of an administrator's contract (collectively referred to herein as "DISCIPLINE") shall be taken against an administrator based upon a complaint, allegation, or investigation unless and until the provisions of this section have been followed.

Administrators are at-will employees of the District. While this investigative process applies to DISCIPLINE as defined herein, an administrator may be non-renewed or terminated at any time, without cause, subject to payment of the remainder of the administrator's individual contract in accordance with this Agreement. These procedural protections do not apply to non-renewal or termination (without cause).

1. Written Notice of Allegations

When the District determines that a complaint or allegation may reasonably result in DISCIPLINE the administrator shall receive written notice within five (5) workdays of such determination.

The written notice shall include:

- a. A description of each allegation while maintaining confidentiality as required under the circumstances.
- b. The approximate date(s) and circumstances giving rise to the allegation, if known.

- c. The policy, professional expectation, contractual provision, or performance standard allegedly violated, if applicable.
- d. A description of the investigative process and anticipated timeline.
- e. Notice of the administrator's rights under this Agreement.

2. Right to Representation

Prior to any investigatory meeting that could reasonably result in disciplinary action, non-renewal, a negative evaluation finding, or other adverse employment action, the administrator shall be informed of their right to SSDLA representation.

No investigatory interview shall proceed unless the administrator has either obtained representation or voluntarily waived such representation in writing.

3. Opportunity to Prepare and Respond

Except in cases involving allegations of criminal conduct, discrimination, harassment, child safety concerns, financial impropriety, threats of violence, or other serious misconduct requiring immediate action, the administrator shall be provided no fewer than forty-eight (48) hours following receipt of written notice before being required to participate in an investigatory interview.

During this period, the administrator shall have the opportunity to:

- a. Consult with SSDLA representatives or legal counsel at their own expense.
- b. Gather relevant documents, records, witness statements, or other evidence.
- c. Prepare a written response.

The administrator's oral and written response and supporting documentation shall become part of the investigative record.

4. Investigation Requirements

The District shall conduct investigations in a fair, objective, and timely manner.

Reasonable efforts shall be made to collect information through confidential means that protect the integrity of the investigation and the professional reputations of all parties involved.

Investigations shall consider all relevant evidence, including information provided by the administrator.

5. Timeliness of Complaints

The District encourages concerns regarding administrator performance to be raised in a timely manner whenever possible.

Except in cases involving criminal conduct, discrimination, harassment, child safety concerns, financial impropriety, threats of violence, ethical misconduct, or other serious misconduct, complaints regarding administrator performance should be reported within six months of the occurrence giving rise to the complaint or the discovery of said occurrence.

Complaints reported beyond this timeframe may be afforded less weight due to the diminished availability and reliability of evidence, the reduced ability to conduct a thorough investigation, and the loss of opportunities for timely feedback, corrective action, and performance improvement.

6. Findings and Notification

Upon completion of the investigation, the administrator shall receive written notification of the findings.

Such notification shall indicate whether allegations were:

- d. Substantiated;
- e. Partially substantiated;
- f. Unsubstantiated; or
- g. Unable to be determined based upon the available evidence.

The administrator shall be provided an opportunity to submit a written rebuttal within ten (10) workdays of receipt of the findings. Such rebuttal shall be attached to and maintained with all related records.

7. Administrative Leave

Nothing in this section shall prevent the District from placing an administrator on paid administrative leave during an investigation when deemed necessary by the District. Placement on paid administrative leave shall not be construed as disciplinary action and shall not diminish the administrator's rights under this Agreement.

8. Opportunity for Improvement

Except in cases involving criminal conduct, discrimination, harassment, child safety concerns, financial impropriety, threats of violence, ethical misconduct, or other serious misconduct, an administrator shall not be subject to DISCIPLINE based solely upon performance concerns without first being provided:

- a. Written notice of the concerns.
- b. Specific examples supporting the concerns.
- c. Reasonable recommendations for improvement.
- d. A reasonable opportunity of not less than thirty (30) workdays to address the concerns.
- e. Follow-up feedback regarding progress.

No DISCIPLINE shall be based primarily upon anonymous complaints, collective complaints, hearsay, employee dissatisfaction surveys, or unsubstantiated allegations.

Such actions must be supported by documented evidence, direct observations, verified policy violations, performance data, or other credible and corroborated information.

Employee disagreement with personnel decisions, staffing recommendations, supervision practices, accountability measures, schedule changes, programmatic changes, or implementation of District initiatives shall not, by itself, constitute evidence of administrator misconduct, ineffective performance, or unprofessional conduct.

SECTION D

Each administrator agrees to serve the district and perform faithfully those duties which are directed by the Board, or its designee, and fulfill the rules and regulations as established by state law and by the Board and to carry out its educational programs and policies.

SECTION E

The District recognizes that effective leadership frequently requires administrators to make difficult decisions regarding personnel, supervision, accountability, scheduling, student discipline, resource allocation, program implementation, organizational improvement, and compliance with Board and District directives.

The District further recognizes that organizational change, increased accountability, performance expectations, personnel decisions, and supervisory actions may result in disagreement, frustration, dissatisfaction, or opposition from employees, students, parents, or community members.

Such disagreement, frustration, dissatisfaction, or opposition shall not, by itself, constitute evidence of administrator misconduct, ineffective performance, unprofessional conduct, or cause for DISCIPLINE.

Professional Judgment

Administrators shall not be subject to DISCIPLINE solely because employees, students, parents, or community members disagree with:

- a. Personnel recommendations or staffing decisions;
- b. Employee supervision or accountability measures;
- c. Student discipline decisions;
- d. Scheduling decisions;
- e. Programmatic changes;
- f. Resource allocation decisions;
- g. Building procedures or operational expectations;
- h. Implementation of Board policy, District initiatives, or state requirements; or
- i. Other legitimate exercises of administrative authority and professional judgment.

Evaluation of Complaints

When complaints are received regarding an administrator, the District shall evaluate the credibility, specificity, timeliness, reliability, and corroborating evidence associated with each individual complaint.

The number of complaints received regarding an administrator shall not, by itself, establish the validity of allegations or constitute evidence of misconduct, ineffective performance, or cause for DISCIPLINE.

Anonymous Complaints

Anonymous complaints may be reviewed for informational purposes and may serve as a basis for further inquiry.

However, no DISCIPLINE shall be based primarily upon anonymous complaints unless independently corroborated through objective evidence obtained during an investigation.

Collective Complaints

The existence of a petition, group statement, collective complaint, survey result, vote of confidence, vote of no confidence, or similar expression of employee sentiment shall not, by itself, constitute evidence of administrator misconduct, ineffective performance, or unprofessional conduct for DISCIPLINE.

Opportunity for Correction and Growth

Consistent with the District's commitment to continuous improvement, concerns related to leadership style, communication, management practices, organizational climate, operational procedures, or professional effectiveness may be addressed through feedback, coaching, support, and opportunities for improvement when appropriate as determined by leadership.

Protection Against Retaliatory Complaints

The District and SSDLA jointly affirm that employees have the right to raise legitimate concerns regarding administrator conduct and performance.

No administrator shall be DISCIPLINED based substantially upon complaints that are determined through investigation to have been knowingly false, materially misleading, or retaliatory in nature.

ARTICLE 6: ANNUAL CONTRACTS AND TERMINATIONS

SECTION A

All administrators shall be employed by individual written contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Failure of an individual administrator to execute an individual contract within 30 workdays of receipt shall relieve the District of all obligations of employment to the said administrator.

SECTION B

An administrator's individual employment contract may be issued for either a one (1) or two (2) year duration. During each of the first two (2) years of employment as a new administrator in this district, or during each of the first two (2) years when assigned to a different administrative position than that previously held, or whenever an administrator's evaluation reflects a need for improvement in performance and the Superintendent (with Board approval) determines that only a one- (1) year contract is merited, then the administrator's individual contract of employment shall be for a duration of only one (1) year. This provision does not guarantee continued employment.

An administrator shall be subject to termination at any time during the term of their individual agreement of employment for cause. If terminated with cause, the contract will be terminated immediately following Board action, and all salary and benefits shall cease.

If an administrator is terminated without cause, all salaries and benefits will continue until the end of the current academic school year. Pursuant to Article 6, Section C, the administrator will be provided notification of possible non-renewal of contract in writing at the mid-year evaluation conference.

SECTION C

Both parties acknowledge that renewal of an administrator's individual agreement of employment for an additional two (2) year period is the customary practice unless the provisions of Article 6, Section B apply.

With respect to non-renewal, an administrator's individual agreement of employment may be non-renewed at the end of the administrator's two-year contract term with or without cause. It is the expectation of the parties that the administrator will be provided with notification of possible non-renewal of their contract in writing at the mid-year evaluation conference.

Such notification shall include the specific reasons for possible non-renewal, including identified performance concerns, deficiencies, or other factors that may reasonably serve as the basis for a recommendation of non-renewal.

Notice of non-renewal shall be issued by June 1.

SECTION D

Each administrator must possess valid licensure and other qualifications required by law for continued employment. Each administrator must satisfy all CDE requirements established by law or the Department of Education. If at any time the administrator fails to satisfy the licensure requirements for the position assigned, and cannot provide verification of the requirements, the administrator will be put on unpaid leave and the contract shall be automatically terminated after thirty (30) days of unpaid leave if the licensure requirements are not met in writing within that time.

ARTICLE 7: PAID LEAVES

SECTION A

Administrators shall be granted 12 (twelve) days of sick leave and 4 (four) days of personal leave per year, prorated based on full-time equivalency.

Administrators will have the option of the District buying back unused personal leave days at the end of the school year to be paid out at the employees per diem rate. These payouts must be elected on or before June 1 for payment on the July 15 paycheck.

Sick and personal leave not used (or bought back) will automatically roll into their accumulated sick leave for the following year.

Accumulated sick leave and personal leave shall be credited to the administrator account on the first day of the agreement year. Leave days may be taken throughout the agreement year even though such leave days may not be fully earned when taken.

An administrator who has earned leave (from previous year(s) and is unable to report for work at the beginning of the agreement year because of an illness or disability shall be credited with leave for that year until the administrator has returned to service. Upon their return they shall be credited with an adjusted leave allowance which shall be used to diminish any deductions sustained for the absence.

While on leave an administrator shall retain but not accrue additional leave time except as otherwise indicated.

Sick leave may be used for an administrator's personal illness, injury, medical appointments, or wellness needs that reasonably impact the administrator's ability to effectively perform their duties. For purposes of this section, wellness may include physical, mental, emotional, behavioral, or relational health needs. The District and SSDLA acknowledge that maintaining personal wellness, including healthy family and personal relationships, is essential to effective leadership and the long-term sustainability of the profession.

An administrator taking leave may be required to verify an illness or injury by furnishing a medical doctor's statement or certificate. Abuse of leave shall be grounds for progressive discipline up to and including termination.

An administrator who is absent due to death or serious illness in their immediate family may have such absence charged to their accumulated leave days. Immediate family shall mean spouse, partner, child, parent, grandparent, cousin, niece, nephew, sibling or parents-in-law.

Administrators may use sick leave for absences taken for religious holidays.

Absence due to serious illness or death in the immediate family shall not entitle the administrator to apply to the sick leave bank for extra days.

For each actual workday an administrator is absent after leave allowances are exhausted, a deduction shall be made from their salary in the amount equal to their annual salary divided by the number of actual working days for which the administrator is scheduled.

An administrator who terminates employment before the end of the year who has used more of their annual leave than the fraction of the year warrants shall have the appropriate amount deducted from their final paycheck.

SECTION B

Administrative employees who leave the District after at least five (5) full years of service shall be compensated for unused sick days up to ninety (90) days at a rate depending on their years of service to the District, according to the following schedule:

Completed Years of Service	Unused Days Paid At
5 - 12	\$50.00 Per Day
13+	\$75.00 Per Day

All requests for personal or emergency leave shall be subject to the approval of the superintendent or designee.

SECTION C

Paid Pregnancy Disability Leave:

Birth parent paid leave is for medical recovery from childbirth. This leave begins when the baby is born and runs for 6 consecutive weeks for a normal delivery or 8 weeks for a cesarean delivery. In the case of multiple births (e.g., twins), leave will run for 8 consecutive weeks. This leave is paid and does not require the use of the parent's annual leave or accrued annual leave.

Non-birth parent paid leave is for baby bonding. This leave begins when the baby is born or adopted and runs for 4 consecutive weeks. This leave is paid and does not require the use of the parent's annual leave or accrued annual leave.

If employees are members of the sick leave bank and are prohibited from work prior to delivery due to complications or other health related problems, they may apply to the sick leave bank. For example: a mother who is ordered to bed rest 3 weeks prior to delivery would first use their own sick and personal leave, then apply to the sick leave bank for any remaining time before the baby is born and once the baby is born, the employee would be paid through parental leave for either 6 or 8 weeks.

If the employee is eligible for FMLA (Family Medical Leave Act), or FAMLi under Colorado law, parental leave will run concurrently with FMLA and FAMLi. After 4, 6 or 8 weeks of parental leave, any remaining time off will be **unpaid unless the employee has enough personal leave, sick leave or vacation up to the allowable 12 weeks. Spouses who are both employed by the District shall be entitled to 12 weeks each of FMLA/FAMLi leave** for the birth or adoption of a child. An extension of 2 weeks will be made for the birth of multiples (e.g., twins) for a total entitlement of 14 weeks. This leave may be taken concurrently or separately, however must fall within one year of the birth or adoption of the child. Intermittent leave shall not be allowed for the entitled 12 weeks of FMLA /FAMli with the birth or adoption of a child.

Employees shall not be paid for days through parental leave which are not part of their normal contract hours as there is no pay lost during this time for any leave. (For example: 9 month employees will not be paid for days during the summer, winter or spring break or holidays during the school year.)

If an employee adopts a child and is the primary caregiver for that child, they may request a maximum of 5 weeks of paid leave through this policy. They may request this leave by notifying human resources in writing which should include confirmation from the adoption agency that the adoption is taking place. Please note: if the employee qualifies for FMLA, they are allowed 12 weeks of leave.

Process:

Requests for use of parental leave must be made as soon as possible, but no later than 30 days prior to delivery or adoption. (Exceptions will be made for preterm deliveries.)

In addition to notifying the appropriate principal or supervisor, employees applying for parental leave should notify the human resources director and provide the following information in writing:

- a. A letter requesting parental leave with the due date or adoption date.
- b. A physician's statement confirming the due date for the birth of a child, or confirmation of the adoption date from the adoption agency for an adopted child.

SECTION D

A leave of absence will be granted to an administrator for a death in an administrator's family or for the loss of a pregnancy. Bereavement leave shall be granted for up to 5 working days per incident and will not count against their current or accrued annual leave.

SECTION E

Each fiscal year an administrator will be allowed three (3) professional days, which may accumulate from year to year to a maximum of six (6) professional days. Subject to the prior approval of the Chief Talent Officer, a professional day(s) may be used for any educational purpose. A written request shall be made at least five (5) workdays in advance of a planned professional day absence.

SECTION F

An administrator who is summoned and reports for jury duty, as prescribed by applicable law shall receive regular compensation. Any compensation received for jury service (not to include expense reimbursement) shall be submitted to Human Resources.

SECTION G

Court appearances as a witness in any case in which the administrator's connection with the case stems from their employment with the Board, provided that the legal action is not instigated by or on behalf of the administrator or Association against the Board, shall be considered a scheduled workday.

SECTION H

Worker's compensation will be the exclusive remedy for any work-related injury or disability provided worker's compensation is available.

ARTICLE 8: UNPAID LEAVES AND PROFESSIONAL GROWTH

SECTION A

An administrator may be granted a leave of absence for up to one (1) year for personal reasons, including but not limited to child care, study, family concerns, illness, or disability extending beyond paid sick leave. The leave shall be without pay or benefits. The granting of this leave shall be at the Board's discretion. The terms of the leave, including the date of return to employment and the position to which the administrator would return, shall be specified prior to the leave being granted and shall include that the administrator may not be employed by another school district. A written request for an unpaid leave must be submitted to Human Resources at least eight (8) weeks prior to the time the leave is to commence unless an exception is granted.

SECTION B

Any administrator pursuing a program of professional growth may be permitted to arrange their working hours to accomplish the same as long as they are otherwise able to perform their duties and responsibilities, provided that said arrangement is submitted to the superintendent in advance and receives their written approval.

Administrators who complete a doctoral degree will be compensated as outlined in Appendix A.

SECTION C

Professional Development participated in during EC or other District Meetings can be used toward license renewal. Certificates showing topics covered and hours earned will be provided.

ARTICLE 9: GRIEVANCE PROCEDURE

SECTION A

A grievance shall be an alleged violation of the express terms of this Agreement.

SECTION B

An administrator alleging a grievance must submit a written grievance to the Chief Talent Officer within twenty (20) workdays of the occurrence of the condition giving rise to the grievance. Should an administrator fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state: who is affected; what happened; when it happened; what specific part(s) of the agreement is alleged to have been violated; and what specific remedy is requested.

SECTION C

Within twenty (20) workdays of receipt of the written grievance, the Chief Talent Officer shall meet with the grievant and an SSDLA representative to discuss the grievance. Chief Talent Officer shall issue their disposition of the grievance in writing within ten (10) workdays of the meeting.

SECTION D

If the decision of the Chief Talent Officer is not considered acceptable, the grievant must present the written grievance to the superintendent within ten (10) workdays of receipt of the decision by the Chief Talent Officer. The grievant must state the reason(s) why the decision of the Chief Talent Officer was not considered acceptable. The superintendent shall meet with the grievant and an SSDLA representative within fifteen (15) workdays from the date of their receipt of the grievance. The superintendent shall issue a decision in writing within ten (10) workdays of the meeting.

SECTION E

If the decision of the superintendent is not considered acceptable, the grievant must present the written grievance to the Board President within ten (10) workdays of receipt of the decision by the superintendent. The grievant must state the reason(s) why the decision of the superintendent was not considered acceptable. The Board shall meet with the grievant and an SSDLA representative within thirty (30) workdays from the date of the Board's receipt of the grievance. The Board shall issue a decision in writing within ten (10) workdays of the meeting. The Board's disposition shall be final and binding.

SECTION F

The grounds for an appeal to the Board are limited to the following:

1. The procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made and that could affect the outcome of the matter; and;
3. The Chief Talent Officer and/or superintendent or designee had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

SECTION G

Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an administrator fail to appeal a decision within the specified time limit, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Chief Talent Officer or superintendent miss the timeline, the grievance will proceed to the next level of the process.

SECTION H

Any individual administrator may discuss a concern or present a grievance without SSDLA representation, and the concern or grievance may be resolved if the resolution is not inconsistent with the terms of this Agreement.

SECTION I

SSDLA will have no right to initiate a grievance involving the right of an administrator without their expressed approval in writing thereon. **NONDISCRIMINATION**. Neither the Board and its members, agents, and representatives, nor the Association and its members, agents, representatives, shall discriminate against any Principal or Assistant Principal as a result of his or her membership or non-membership in the Association.

ARTICLE 10: INSURANCE BENEFITS

SECTION A

Administrators shall serve on the Health Benefits Committee. Administrators will receive the same insurance benefits as other staff members.

ARTICLE 11: ADDITIONAL BENEFITS

SECTION A

Administrator professional organization membership, selected by the Administrator, costs are paid for out of the building budget up to \$750 per person, prorated per full-time equivalency, provided that the Board determines that the professional growth of the administrator in such organization will provide direct benefits to the District.

SECTION B

All parties acknowledge the importance of ongoing professional development in supporting individual growth goals and advancing the district's Unified Improvement Plans. Administrators may submit requests to the Chief Transformation Officer for additional professional development opportunities. Such requests may be approved for district funding based on alignment with professional growth objectives and district priorities. Requests will be reviewed on an individual basis and will be approved according to funds available and relevance to the administrator's professional practice.

SECTION C

The District shall provide administrators with a cell phone for school business use only at District expense. If an administrator chooses to provide the District with their private cell phone number and agrees that it may be distributed to district personnel for school business purposes, the administrator shall receive a payment of \$25.00 per month. Such payment is not PERA-includable.

ARTICLE 12: EXTENT OF AGREEMENT

It is the public policy of the District to promote the maintenance of labor relations between the District and the Principals and Assistant Principals employed by the District to operate the schools in the District and to educate students, by assuring at all times the orderly and uninterrupted operations and services of the District, and that the members of the District shall not be accorded the right to strike or to engage in any work stoppage, slow down, or mass absenteeism. This policy is implemented by recognizing and defining the rights of Principals and Assistant Principals in this Agreement to join organizations of their own choosing for the purpose of representation in matters affecting employee relations or to represent themselves individually in said matters in dealings with the Board.

Additionally, the Parties desire to memorialize certain current processes related to how the Parties Meet and Confer regarding Principal and Assistant Principal salaries prior to the adoption of the District's annual budget.

SECTION A

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified unless the same in writing and ratified by both parties.

SECTION B

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

SECTION C

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the employer which are not contrary to the provisions of this agreement shall remain in full force and effect.

SECTION D

The Board and the SSDLA agree that they shall meet upon request by either party to discuss matters relevant to the administration of this Agreement. The party requesting this conference will advise the other party of the matter to be discussed. Said conference shall not replace meet and confer or the grievance procedure.

SECTION E

None of the terms, conditions or covenants set forth in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party to this Agreement. Any person other than the parties to this Agreement who or which receive services or benefits under this Agreement shall be only an incidental beneficiary.

SECTION F

Specifically, but not exclusively, in regard to interpretation or construction of this Agreement, the District is not bound by any past practices or understandings with any labor organization unless such past practices or understandings are specifically stated in this Agreement.

SECTION G

All financial commitments that exceed beyond one (1) fiscal year, if any, shall be subject to annual appropriation by the Board for the next budget year.

SECTION H

This Agreement shall be governed and construed according to the Constitution and laws of the state of Colorado. Nothing in this Agreement shall be construed to waive, diminish, or impair any rights afforded to administrators under applicable Colorado law, including rights that may be retained under the Colorado Teacher Employment, Compensation, and Dismissal Act (TECDA).

SECTION I

Neither the Board and its members, agents, and representatives, nor the Association and its members, agents, representatives, shall discriminate against any Principal or Assistant Principal as a result of his or her membership or non-membership in the Association.

ARTICLE 13: MEET AND CONFER PROCEDURES

SECTION A

The parties agree to meet and confer in January of each school year. Either party may give the other party notice, by VIA EMAIL, of its desire to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence meeting and conferring a successor Agreement. In the event that neither party gives notice to the other of its intention to terminate, modify, or amend this Agreement, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

SECTION B

The salaries of Administrators covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The Board also agrees to meet and confer possible wage increases for the subsequent school year as part of the annual budget development process. The parties agree to begin the meet and confer process in January of each school year (at the beginning of the budget process). By mutual agreement between the Board and the Association, this date may be amended.

SECTION C

Neither party in any meeting and conferring shall have any control over the selection of the meeting and conferring representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of meeting and conferring.

Both parties agree that meet and confer representatives shall be employees of the Summit School District. SSDLA shall be represented by its elected members, and Summit School District shall be represented by Summit School District Board members and/or Central Office designees.

(Superintendent, Chief Talent Officer, Chief Financial Officer, Chief Academic Officer). The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of meeting and conferring.

SECTION D

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) copy shall be retained by the Association.

ARTICLE 14: DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2026**, and shall remain in full force and effect until **June 30, 2027**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

SUMMIT SCHOOL DISTRICT LEADERS ASSOCIATION (SSDLA)

By 

By James Smith SSDLA President

By  Superintendent of Schools

By Tony Byrd

By  Board of Education President

By Consuelo Redhorse

A signed copy of this Agreement is on file at both the office of the superintendent of Summit School District and the office of the President of the Summit School District Leaders Association.

APPENDIX A:

POSITION (days)	Salary Range	Hiring Range
Elementary School Principal (206 days)	\$109,305 - \$153,027	\$109,305 - \$130,292
Middle School Assistant Principal (206 days)	96,429 - 135,000	\$96,429 - 114,943
Middle School Principal (211 days)	\$118,567 - \$165,994	\$118,567 - \$141,332
High School Assistant Principal (211 days)	\$102,806 - \$143,928	\$102,806 - 122,545
High School Principal (216 days)	\$127,504 - \$178,506	\$127,504 - \$151,985
Alternative School Principal (216 days)	\$118,567 - \$165,994	\$118,567 - \$141,332

Administrators will have one District-wide furlough day, unpaid, in the 2026-27 calendar (June 2027). This day will be added back in future calendars if new funds, such as a Mill Levy Override (MLO), are available.

In order to create a pay differential between all AP's (Assistant Principals) and licensed staff, the pay schedules for all AP Positions will be increased by 2.2%.

Salary placement is based on years of related experience. For each year of experience credit, employees will receive salary placement of 8% into the range, not to exceed 48%. Similar related years of experience may be counted using a 3:1 ratio (6-years is the maximum total years for salary placement).

In order to encourage growth within Summit School District's staff, employees in Summit School District who move into administration will receive years of experience counted using a 3:1 ratio for previously-held licensed positions within the district, with six years being the maximum total years for salary placement.

If an administrator takes a break not to exceed 1-year, their salary is set where they were before the break.

Service stipends will compensate qualified staff members based on their years of employment with the District.

For Principals who have completed years of consecutive service with the District, an additional service stipend will be added to their annual salary, prorated based on FTE.

In order to qualify, an employee must have a minimum of 5 years and a maximum of 30 years of completed continuous regularly scheduled service in Summit School District prior to receiving the service award. For the purposes of the Service Award Program, a year of service is considered a regularly scheduled position of 20 or more hours per year in Summit School District for at least 135 days of an academic year. For the purposes of eligibility, the following items apply: only years of service as a administrative staff member count towards eligibility, the years of service must be continuous (consecutive), PERA retirees are not eligible to receive a service award, administrative staff members may have one break in service (not to exceed five (5) years) that will not interrupt eligibility for the service award.

Completed years of service award amount based on 1.0 FTE:

- 5-6 completed years equals \$2,000
- 7-9 completed years equals \$3,500
- 10+ completed years equals \$5,000

- Administrators who were previous SSD teachers would retain their longevity stipend from years of teaching experience, if earned.

Principals who complete their doctoral degree will be compensated a sum of \$30,000, distributed annually in increments of \$7,500.00 over 4 consecutive years.

Principals will be granted an annual stipend of \$2,500, pro-rated by FTE for being bilingual. Bilingual proficiency will be determined by submission to the Human Resources department of a college degree in a foreign country, bilingual certification in any State, and/or an ACTFL exam completion. Languages that will be honored will be those languages reflected in the student population's demands. For the 2025-26 year, submissions received before August 5th, will be retro-paid for July. All submissions received after August 5th, will be prorated based on date of submission.

