

# MASTER AGREEMENT

August 1, 2017  
through  
July 31, 2018

BETWEEN

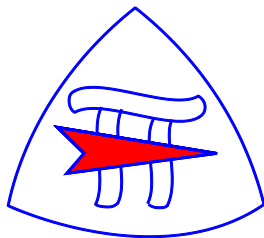
**Board of Education**

Englewood Schools  
Englewood, Colorado

AND

**Englewood Educators**

Englewood Schools  
Englewood, Colorado



Englewood Schools

*A Relentless Focus On Learning*

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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 6, 2017.

### **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.

**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 certificated 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, certificated nurses, vocational instructors, speech therapists, attendance officers, teachers on special assignment, department heads, and program coordinators.
- 1.7 The terms "District" and "Association" shall include authorized officers, representatives, and agents.
- 1.8 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, 2017 and shall remain in effect until July 31, 2018. This Agreement shall not be amended in whole or in part except in writing duly executed and ratified by the District and the Association.



## 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 2018 for amendments to this Agreement which will become effective on August 1, 2017 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 one proposal from each party. Each such proposal concerning an existing provision of this Agreement shall be limited to one proposed amendment to one Article of this Agreement; and each proposal concerning adding a provision 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.

### 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 not 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 a voluntary 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 him/her; or may request that the Association's representative act in his/her behalf.

5.3.1.2 If the aggrieved person is not satisfied with the disposition of his/her grievance, at this time he/she may file a written grievance with his/her 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 his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Teachers' Rights Activities Commission (TRAC) 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 his/her designee, will represent the Administration at Level Two of the grievance procedure. The Superintendent, or his/her 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 his/her 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 his/her 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 his/her designee and the President of the Association, and/or his/her 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 his/her 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 his/her designee, and the President of the Association, and/or his/her 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. He/she 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 him/her.

5.3.4.6 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning 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 his/her 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. His/her 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 his/her own choosing, except that he/she 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 his/her 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 his/her 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 shall have 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 \$35,633 effective August 1, 2017 is set forth as **APPENDIX A**.

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 up to a maximum of Step 8 of the Schedule; provided, however, that all teachers new to the District in the 2015-2016 school year only will not be awarded one step when placed on the Schedule. The intent when granting credit for previous experience is to place newly hired teachers for the 2015-2016 school year on the same step as a District veteran teacher who did not receive a step credit for the 2014-2015 school year. For example, a newly hired teacher for the 2015-2016 school year who holds a bachelor's degree and has three years of teaching experience in another school district, one of which is from the 2014-2015 school year, will be placed on BA – Step 3 instead of BA – Step 4. The Director of Human Resources may, however, grant up to ten years of experience or a maximum of Step 11 for teachers filling a hard to fill position and up to twelve years, or a maximum of Step 13, for teachers filling an extremely hard to fill position. The teaching areas in which a hard to fill position exists shall be determined by January 31 on an annual basis following the consultation of the Director of Human Resources or designee and the Association President or designee. The Director of Human Resources shall provide a report to the Association at the commencement of negotiations regarding the anticipated number of hard to fill and extremely hard to fill positions in the District. Any changes to these openings shall be reported to the Association within a reasonable time.

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.

6.3 **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; and further provided, that Article 6.3 shall be suspended for the 2010-2011, 2011-2012, 2015-2016, and 2016-2017 school years. Experience steps shall not be provided at the beginning of the 2010-2011, 2011-2012, 2015-2016, and 2016-2017 school years. For example, a teacher on BA – Step 3 during the 2014-2015 school year shall remain on BA – Step 3 for the 2015-2016 school year.

6.4 **Lateral Movement on Schedule.** Lateral movement on the Schedule shall be made effective upon a teacher's completion of sufficient District-approved college work and/or inservice credit 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 inservice training credit must be completed within five years, of the date on which the District's Department of Human Resources receives a completed District Salary Upgrade form and required documentation. Such movement shall be made in the following manner:

6.4.1 If the lateral movement is from one B.A. column to another B.A. column, the movement shall be to the same numbered step in the appropriate column.

6.4.2 If the lateral movement is from one M.A. column to another M.A. column or to the Doctoral column, the movement shall be to the same numbered step in the appropriate column.

6.4.3 If the lateral movement is from any B.A. column to any M.A. column or to the Doctoral column, the teacher shall be placed in the appropriate column at a ratio which exceeds the old ratio by .0486, plus any ratios to which the teacher is entitled by virtue of bypassing any intervening columns. If a ratio so determined falls in between the ratios for various steps which are set forth in the appropriate column of the schedule, then the teacher shall be placed on the next higher step in such column; provided, however, that such placement shall not result in the teacher being placed on a step in any M.A. column which is more than one step lower than the teacher's previous step in the B.A. column. For example, assume that Teacher A whose schedule placement is Step 5 in the B.A.+16 column at a ratio of 1.2550 receives a master's degree: Teacher A will move to the M.A. column at a ratio of 1.3436 ( $1.2550 + .0200 + .0200 + .0486 = 1.3436$ ). However, because the ratio of 1.3436 falls in between the ratio of 1.3026 for Step 3 in the M.A. column and the ratio of 1.3606 for Step 4 in the M.A. column, Teacher A will be placed on Step 4 at the ratio of 1.3606. For a second example, assume that Teacher B whose schedule placement is Step 9 in the B.A.+30 column at a ratio of 1.4470 receives a master's degree: Teacher B will move to the M.A. column at a ratio of 1.5156 ( $1.4470 + .0200 + .0486 = 1.5156$ ). However, because the ratio of 1.5156 falls in between the ratio of 1.4766 for Step 6 in the M.A. column and the ratio of 1.5346 for Step 7 in the M.A. column, and because such placement shall not result in Teacher B being placed on a step which is more than one step lower than Teacher B's previous step, Step 9, Teacher B will be placed on Step 8 in the M.A. column at a ratio of 1.5926. [Note: that portion of the foregoing Article 6.4.3 which provides that the new placement shall not be more than one step lower than the previous placement shall become effective on January 1, 1997.]

6.4.4 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.

6.5.1 Credit for lateral movement on the Schedule may be obtained by: Completing graduate 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 listed above by obtaining advanced approval from the Director of Human Resources. The factors which will be considered in granting such approval are set forth in paragraph 6.5.3 below.

6.5.2 A combination of hours from the following list may be approved for any one lateral movement on the Schedule within a licensure period (five years) if such hours are applicable to the teacher's job assignment or the enhancement of the Englewood Schools.

6.5.2.1 Educational travel: one semester hour.

6.5.2.2 A professional development experience: one semester hour.

6.5.2.3 Supervision of a student teacher or intern for a minimum of a 12-week period of time from an accredited institution: three semester hours.

If the proposed credit is outside the teacher's current job assignment, the teacher must obtain the advance written approval of the Director of Human Resources. The factors which will be considered in granting such approval are set forth in paragraph 6.5.3 below.

6.5.3 Factors which will be considered in the granting of such approval are:

6.5.3.1 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.

6.5.3.2 Previous course work and experience acquired by the teacher.

6.5.3.3 Level of course work.

6.5.3.4 The relevance of the course to the teacher's assignment.

6.5.3.5 Expansion of the teacher's ability to meet the program needs of the District.

6.5.4 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.

6.6 **In-Service Training.** In-service training courses, workshops and seminars which are offered by the District or other entities may be used for salary schedule advancement under the following conditions:

6.6.1 Participants in such courses, workshops and seminars must receive advance, written approval by the Superintendent.

6.6.2 Credit hours will be calculated on the same basis as college hours, that is, one semester hour for each 15 hours of class time.

6.6.3 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.

6.6.4 The District will continue its efforts to offer in-service training courses in foreign language instruction.

6.6.5 Generally, credit for salary schedule purposes will not be granted for courses, workshops, and seminars which occur during a teachers' normal work day.

6.7 **B.A. + Hours.** Hours of credit earned after a teacher has earned a B.A. degree, but before a M.A. degree is earned, may be applied to the M.A.+20, the M.A.+40, or the M.A. +60 columns of the Teacher Salary Schedule, provided that such hours of credit were not used for earning the M.A. degree and further provided that such hours meet the requirements set forth in Articles 6.4, 6.5 and 6.6. Proof that such hours were not used for earning the M.A. degree must be submitted to the District's Department of Human Resources by the teacher and must be verified by college registrars.

6.8 **Paychecks and Termination Pay.** Teachers will be paid in 12 equal installments beginning with the end-of-August paycheck, with a terminating teacher having the option of receiving the last one installment in the end-of-June paycheck. Effective at the beginning of the 2000-2001 fiscal year, all pay checks will be electronically deposited to the teacher's bank account on the last banking day of each month. For example, a teacher's September 2000 paycheck will be electronically deposited to the teacher's bank account on Friday, September 29, 2000. The paycheck cycle for all teachers shall change in August 2011 so that all teachers shall be paid from August through July instead of the previous September through August. Current teachers in the District shall receive their last paycheck for the 2010-2011 school year in August 2011, as well as their first paycheck for the 2011-2012 school year.

6.9 **Salary Adjustment.** The District shall pay the teachers who have been employed in the District prior to August 1, 2012 a 1.0% salary adjustment in the November 2017 paycheck. The District and Association intend that this one-time payment is salary earned by the teachers pursuant to Section 24-51-101(42)(a), C.R.S. Any payment received but not earned because the teacher leaves employment prior to the conclusion of the 2017-2018 school year shall be prorated and returned to the District in the final paycheck.

**ARTICLE 7 - PAY FOR SPECIAL ASSIGNMENTS**

7.1 **Pay for Special Assignments.** Pay for special assignments is determined by multiplying the appropriate ratio and experience factor set forth in this Article 7 by the appropriate base salary set forth in Article 6.1 above.

7.2 **Department Chairpersons.**

7.2.1 Department chairpersons of departments with five members (including the department chairperson) plus any fractional membership up to, but not including, six shall be paid an extra duty stipend of .05.

7.2.2 Department chairpersons of departments with six to nine members (including the department chairperson) 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 his/her 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, his/her 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-Cordinator will be paid an additional 10% of the base salary as a stipend for his/her duties over and above his/her regular teaching assignment.

7.5 **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

7.6 **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

7.7 **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.

	<u>Hourly Rate</u>
Teaching a District-sponsored course, seminar, workshop 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
Developing standards, curriculum and assessments and other school or District business, work or tasks.	.00080
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

7.8 **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.

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

7.10 **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 base salary
36-60 minutes:	.0010 times base salary
61-90 minutes:	.0015 times base salary

7.11 **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.

7.12 **Method of Payment.** Payment for any special assignments which are made in a lump sum shall be included with a regular pay check 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 1, 2017, the District will contribute up to \$493.00 per month for the employee-only rate for each eligible teacher who enrolls for coverage under the District's Kaiser group insurance plan. Any amount above the employee-only rate up to the \$493.00 per month flat rate or \$110.82, whichever is less, shall be contributed to the H.S.A. accounts for eligible teachers on a monthly basis. 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

Effective January 1, 2018, the District will contribute up to \$512.00 per month for the employee-only rate for each eligible teacher who enrolls for coverage under the District's Kaiser group insurance plan. Any amount above the employee-only rate up to the \$512.00 per month flat rate or \$110.82, whichever is less, shall be contributed to the H.S.A. accounts for eligible teachers on a monthly basis. 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

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 his/her 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 he/she 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 his/her 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 Director of Human Resources 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 Director of Human Resources. The teacher should provide the teacher's principal notice of the need for such leave as soon as the need becomes known.

10.4.5 The teacher shall notify the Director of Human Resources 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 Director of Human Resources at least 10 working days' advance notice of the date on which the teacher intends to return to work.

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 Director of Human Resources. 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 Director of Human Resources. 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.

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 his/her 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 his/her 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 in to 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 - SICK LEAVE BANK**  
**(See Appendix E)**

**11.1 Implementation.** The District approves a voluntary sick leave bank as described in this Article 11 for all teachers.

**11.2 Purpose.** To provide a bank of sick leave days from which a member of the bank may draw in case of his/her extended illness until such time as the member becomes eligible to receive disability insurance payments.

**11.3 Membership.**

11.3.1 All teachers shall be eligible to become members of the sick leave bank. Membership in the bank is limited to those teachers who join the bank and contribute annual leave days as described in this Article.

11.3.2 New teachers are eligible to join the bank within the first ten school days of initial employment. After the first ten school days of initial employment, teachers may join the bank at any time with the condition that they are not eligible to access the sick leave bank for one year after they join.

11.3.3 New members of the bank shall contribute one day of annual leave upon joining the sick leave bank and one day at the beginning of the next school year.

11.3.4 At no time shall the sick leave bank contain a total number of days in excess of twice the number of members, unless such should occur as a result of declining staff, or membership drop.

11.3.5 The minimum number of days in the bank shall be 100. Should the number of days available drop below this minimum, each member of the bank shall be assessed 1/2 day of his/her current or accumulated annual leave.

11.3.6 Days contributed or assessed become the property of the bank, and no longer count toward the individual member's current or accumulated annual leave.

**11.4 Operation.**

11.4.1 The operation and administration of this bank shall be by the Director of Human Resources or designee who will communicate sick leave bank information to the Association President.

11.4.2 Application for Sick Leave bank benefits shall be approved for extended illness of the member only that has been verified by a doctor's statement and submitted to the Director of Human Resources. Extended illness is defined as being absent from work for five consecutive work days. Access to the sick leave bank occurs only after the employee has incurred absences of five consecutive work days plus an additional two days denoted as "Without Pay" for a total absence of seven days.

11.4.3 Days shall be allotted from the bank only after the member requesting has used all his/her accumulated and current leave. A total of 46 sick leave bank days are available to members of which 43 days are used for each qualifying event. An additional three days are reserved for follow-up medical treatments that may be required. Documentation from medical

providers supporting the use of these additional days is required. Members will be obligated to take two full days or four half days of unpaid leave at the individual teacher's per diem rate following the five consecutive work days of absence before accessing the bank. Sick leave bank days may be used in full day or half day increments.

11.4.4 At such time as a teacher begins receiving payment under the current disability insurance program or PERA's disability plan he/she shall no longer receive days from the bank. The current disability insurance program provides for a waiting/qualifying period of 43 teacher work days; provided, however, that neither the District's insurance carrier nor PERA's insurance carrier will make disability insurance payments until the teacher has exhausted all paid annual leave to which the teacher is entitled.

11.4.5 Use of sick leave bank days shall be limited to two separate occurrences per school year and up to 46 teacher work days per occurrence.

11.4.6 Application for use of days shall be made by the teacher to the Director of Human Resources.

11.4.7 At the first orientation meeting for new teachers each fall, new teachers shall be notified by the District of their eligibility to join the bank. New teachers hired during the school year shall be informed by the District at the time of their employment of their eligibility to become a member of the bank.

11.4.8 The District shall provide the names of members of the bank and the number of days in the bank to the President of the Association on or before October 1 of each school year. The District shall provide the Association President monthly written notification of the number of days in the bank, the names of any members granted days from the sick leave bank, and, if possible, the number of days granted.

## **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 his/her 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 he/she would have received if he/she had been teaching during the period of leave, or he/she 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 his/her sabbatical pay.

13.4.3 A teacher on Work Experience Sabbatical Leave will forfeit all sabbatical pay in consideration of the pay he/she 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 his/her 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 his/her 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 he/she would normally have earned as if he/she had been continuously employed. However, if the program for the sabbatical leave has not been reasonably completed, he/she shall be denied any salary increases that have taken place during his/her 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 her contractual duties. For purposes of this Article 15, the phrase "physically unable to perform her contractual duties" means a situation in which it is unsafe for the health of the teacher and/or child for her to continue to teach, or in which her classroom performance is affected negatively by her 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 her contractual duties.

**15.2 Notice.** (See Article 10.4) The teacher shall provide a physician's statement certifying her pregnancy along with her notice of intent to use annual leave. After the birth of the child, or termination of the pregnancy, the teacher shall provide the Director of Human Resources a written report as to the date she anticipates that she will be able to return to work. The teacher shall give the Director of Human Resources at least ten working days' advance notice of the date on which the teacher intends to return to work.

**15.3 Benefits.** A teacher on maternity leave who is temporarily disabled shall, at her option, be deemed to be on annual leave and shall receive the same benefits that she would be entitled to under the provisions of annual leave, including accumulated annual leave, if any, and access to the Sick Leave Bank. 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 her 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 her contractual duties, and shall cease on the date on which the teacher becomes physically able to perform her contractual duties. The District may require that the teacher's physician certify in writing that she is physically able to perform her contractual duties.

**15.4 Reinstatement.** Upon recovery from the temporary disability, the teacher shall be reinstated to her 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 his/her 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 his/her 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.inglewoodschools.net](http://www.inglewoodschools.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. 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.

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. He/she shall report his/her 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 Evaluation Report.**

17.6.1 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.

17.6.2 "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.

17.6.3 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.

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

17.6.5 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.

**17.7 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.

**17.8 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.

**17.9 Review.** Except for ineffective evaluation ratings of nonprobationary 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.

#### **17.10 Appeal Process**

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

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

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

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

17.10.3 Burden of Proof. The nonprobationary teacher appealing the ineffective performance rating shall have the burden of demonstrating that a rating of effectiveness was appropriate.

17.10.4 Notice of Appeal. The nonprobationary 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.

17.10.5 Association Representation. The nonprobationary 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 nonprobationary teacher is represented, the nonprobationary teacher is not required to be present at the appeal hearing with the Superintendent.

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

17.10.6.1 The nonprobationary 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.

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

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

17.10.6.4 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 nonprobationary teacher filed the Notice of Appeal. The written decision shall set forth the decisions and reasons therefor and be transmitted to the nonprobationary teacher and the Association.

17.10.7 Final Decision. The Superintendent's decision shall determine the evaluation rating of the nonprobationary 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 Director of Human Resources and/or the Director of Human Resources' designee shall make information available to all teachers regarding any and all staff vacancies.

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 his/her District personnel file to ensure that the file reflects his/her 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 or 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.

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 schools. 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 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 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.

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 Director of Human Resources 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.

## 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 his/her 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 his/her 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 his/her 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 certificated 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 the 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 his/her 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 his/her re-employment; provided, however, that such teacher will not receive any increment which he/she 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 patterns 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 Director of Human Resources. Application for leave of absence must be submitted in writing to the Director of Human Resources at least 45 days preceding the leave beginning. Teachers granted professional leave must submit a plan for approval by the Director of Human Resources.

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 he/she 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 his/her original position or to another position for which he/she is qualified.

## ARTICLE 22 - CLASSROOM MAXIMUMS

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

Step 1. The teacher should complete the Class Size Relief Request form and submit the form to his/her principal. Please refer to Appendix D for the form. The teacher should identify the kind of relief he/she believes to be helpful and possible.

Step 2. The principal may, on the basis of resources available to him/her, and an assessment of the merits of the appeal, grant the request, offer an alternative form of relief, or deny the request. The Executive Director of Instruction 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.

Step 4. The teacher or the Executive Director of Instruction may appeal the committee's decision to the Superintendent who may, on the basis of resources available to him/her, and an assessment of the merit of the appeal, grant the request, offer an alternative form of relief, or deny the request.

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

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

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

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

22.4.4 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

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

22.5 An ad hoc class size committee shall be assembled to respond to each class size appeal made under Step 3 of Article 22.3. The committee shall consist of the teacher or teachers who have appealed the principal's decision at Step 2, the Association's building representative, the Executive Director of Instruction, and, where appropriate, the Director of Human Resources and/or the Executive Director of Student Services.

22.6 The following options are among those which the committee may consider to provide class size relief:

22.6.1 Classroom para-education assistance;

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

22.6.3 Alternative teaching patterns;

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

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

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

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

22.6.8 Reduction of extra responsibilities;

22.6.9 Reconsider appropriateness of placement of individual students;

22.6.10 Providing additional release time;

22.6.11 Increase the assignment of a part-time teacher to provide temporary assistance for a full-time teacher pursuant to Article 7.11;

22.6.12 Special assignment of other teachers pursuant to Article 7.11;

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

22.6.14 Provision of appropriate instructional materials.

### **ARTICLE 23 - PERSONAL CORRESPONDENCE**

All personal correspondence shall be delivered to certificated staff in sealed envelopes or by confidential electronic means. This shall include, but not be limited to, pay checks, 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 his/her 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 he/she shall choose one to conduct the required examination.

24.3 If the teacher is not satisfied with the physician's report, he/she may request, at his/her expense, a second opinion by a physician of his/her 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 185 days. The contract year for teachers who have been employed by the District for less than one year shall be 189 days. One hundred seventy-five days shall be scheduled as teaching/student contact days and the remaining eleven 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.

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

25.1.4 One full day shall be scheduled by the administration for District orientation, building orientation, workshops, in-service training and/or curriculum development.

25.1.5 One full teacher workday shall be scheduled during October.

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

25.1.7 One full teacher workday shall be scheduled at the beginning of the year or within the first six weeks of school, as appropriate.

25.1.8 Utilization of the remaining three days shall be determined by the administration and appropriate District staff.

25.1.8.1 Teachers shall be given the opportunity to provide immediate feedback on the quality of District provided professional development opportunities. 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, as well as the utilization of early release days. The general feedback opportunities shall be offered mid-year and mid-spring semester. Such surveys shall be created and conducted confidentially and anonymously by the Superintendent or his/her designee in collaboration with the Association. The survey results shall be simultaneously accessible to the District and the Association.

25.1.8.2 Full-day in-service activities and early release days 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. The calendar committee should take into consideration the requirements of Colorado law and regulations promulgated by the Colorado Department of Education.

25.1.9 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.

25.1.10 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 25.1.8 above.

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

25.3 **Planning Time.** (Article 25.3 is suspended for the 2017-2018 school year – see Appendix G). Each teacher shall have 50 minutes daily individual planning time. If possible, this time will be uninterrupted. Should conditions beyond the control of the building principal prevent those minutes from being uninterrupted, compensatory time will be granted to the teacher as mutually agreed upon by the teacher and the building principal. 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 within the pay period.

25.4 **Compensatory Time for Evening Parent Conferences.** If teachers are required to attend parent-teacher conferences after 5:00 p.m., equivalent compensatory time will be granted on school days either before or after the evening parent conferences.

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 and Executive Director of Instruction.

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, 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 three (3) non-compensated student activities after school hours during the school year. This is not inclusive of parent/teacher conferences, back-to-school nights, graduation/continuation ceremonies, and open houses.

25.7 **Workday.** The certificated 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 platform 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 deducted 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' mail boxes, the intra-District mail and the District's electronic mail facilities for communications with its members.

## ARTICLE 27 - STUDENT DISCIPLINE

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 is mandated to 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. The Law further provides that "No child shall be declared to be an habitually disruptive student prior to the development of a remedial discipline plan for the child that shall address the child's disruptive behavior, his or her educational needs, and the goal of keeping the child in school." Teachers to whom such a student is assigned shall be made aware of the student's remedial discipline plan.

27.6 The District will furnish those teachers of a new student from outside the District with appropriate information regarding the student's disciplinary history.

## **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 himself/herself 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on June 6, 2017.

ENGLEWOOD EDUCATORS

By Olivia Bucher  
Olivia Bucher, President

ATTEST:

[Signature]  
Secretary

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

By Tena Prange  
Tena Prange, President

ATTEST:

[Signature]  
Secretary



## APPENDIX A

**Englewood Schools**  
**Certificated Salary Schedule**  
**2017-18**  
**1.0% Increase**

Effective	August 1, 2017		Amounts are based on a 185 day contract.				Formula Base Salary: Actual Starting Salary:			\$35,633	
Steps	BA	BA + 16	BA + 30	BA + 40	MA	MA + 20	MA + 40	MA + 60	Doctorate		
1	1.0430 \$37,945	1.0830 \$39,370	1.1030 \$40,083	1.1230 \$40,796	1.1866 \$43,062	1.2316 \$44,665	1.2766 \$46,269	1.3216 \$47,872	1.3666 \$49,476		
2	1.0860 \$39,477	1.1260 \$40,903	1.1460 \$41,615	1.1660 \$42,328	1.2446 \$45,129	1.2896 \$46,732	1.3346 \$48,336	1.3796 \$49,939	1.4246 \$51,542		
3	1.1290 \$41,009	1.1690 \$42,435	1.1890 \$43,147	1.2090 \$43,860	1.3026 \$47,195	1.3476 \$48,799	1.3926 \$50,402	1.4376 \$52,006	1.4826 \$53,609		
4	1.1720 \$42,542	1.2120 \$43,967	1.2320 \$44,680	1.2520 \$45,392	1.3606 \$49,262	1.4056 \$50,865	1.4506 \$52,469	1.4956 \$54,072	1.5406 \$55,676		
5	1.2150 \$44,074	1.2550 \$45,499	1.2750 \$46,212	1.2950 \$46,924	1.4186 \$51,329	1.4636 \$52,932	1.5086 \$54,536	1.5536 \$56,139	1.5986 \$57,743		
6		1.2980 \$47,031	1.3180 \$47,744	1.3380 \$48,457	1.4766 \$53,395	1.5216 \$54,999	1.5666 \$56,602	1.6116 \$58,206	1.6566 \$59,809		
7		1.3410 \$48,564	1.3610 \$49,276	1.3810 \$49,989	1.5346 \$55,462	1.5796 \$57,066	1.6246 \$58,669	1.6696 \$60,273	1.7146 \$61,876		
8		1.3840 \$50,096	1.4040 \$50,808	1.4240 \$51,521	1.5926 \$57,529	1.6376 \$59,132	1.6826 \$60,736	1.7276 \$62,339	1.7726 \$63,943		
9		1.4270 \$51,628	1.4470 \$52,341	1.4670 \$53,053	1.6506 \$59,595	1.6956 \$61,199	1.7406 \$62,802	1.7856 \$64,406	1.8306 \$66,009		
10		1.4700 \$53,160	1.4900 \$53,873	1.5100 \$54,586	1.7086 \$61,662	1.7536 \$63,266	1.7986 \$64,869	1.8436 \$66,473	1.8886 \$68,076		
11			1.5330 \$55,405	1.5530 \$56,118	1.7666 \$63,729	1.8116 \$65,332	1.8566 \$66,936	1.9016 \$68,539	1.9466 \$70,143		
12			1.5760 \$56,936	1.5960 \$57,650	1.8246 \$65,796	1.8696 \$67,399	1.9146 \$69,003	1.9596 \$70,606	2.0046 \$72,210		
13					1.8826 \$67,862	1.9276 \$69,466	1.9726 \$71,069	2.0176 \$72,673	2.0626 \$74,276		
14					1.9406 \$69,929	1.9856 \$71,532	2.0306 \$73,136	2.0756 \$74,739	2.1206 \$76,343		
15						2.0436 \$73,599	2.0886 \$75,203	2.1336 \$76,806	2.1786 \$78,410		
16							2.1466 \$77,269	2.1916 \$78,873	2.2366 \$80,476		
17*	* Teachers on Step 16 of the MA + 40 column, Step 17 of the MA + 60 column, and Step 18 of the Doctorate column who do not receive an experience increment or who have not made a lateral movement shall be paid an additional \$750 per year which shall be added to the respective annual salaries.								2.2496 \$80,939	2.2946 \$82,543	
18*										2.3526 \$84,610	

The amount in each cell of the forgoing Salary Schedule is computed by multiplying the Formula Base Salary of \$35,633 by the respective index numbers then adding \$780 to the product. For example, the salary amount in Step 5 of the MA Column, \$51,329, results from multiplying \$35,633 by 1.4186 (\$50,549) and then adding \$780 to get to \$51,329.

## APPENDIX B

<b>SUMMARY OF BENEFITS</b>							
Article	Description	Days Per Year	Qualification Period	Compensation Rate	Current Maximum Benefit	Paid Benefits	Comments
10	Annual Leave	12	None	Full		Full	Not to be used on a non-student contact day, a 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.	
16	Family Leave		None	See Comments		Full for 12 weeks following qualifying event	Paid annual leave may be used.
11	Sick leave Bank		Use of annual leave and two days without pay. Illness duration of five days or more.	Full	46 workdays per occurrence. Ceases when long-term or PERA disability becomes accessible.	Full	To be used only for <b>employee</b> illness.
	Workers' Compensation		Three days	Full for first 30 days. 66 2/3% of weekly wage.	\$559 per week (non-taxable)	Full for 30 workdays	First three days are withheld as annual leave. If over 14 days off-work, first three days will be paid by workers' compensation and days will be returned to sick leave upon receipt of workers' compensation check.
9.2	Long Term Disability		43 workdays or exhaustion of annual leave, whichever is greater.	60% of monthly salary.	\$4,000 per month	None	For eligible teachers in the process of completing first through fifth calendar year of employment if not covered by PERA. Offsets any monies received from worker's compensation. Minimum benefit of 10% of gross benefits or \$100, whichever is greater. Benefits payable up to age 65.
	PERA Disability Retirement			Based on three-year highest average salary		None	Must meet five-year vesting period.

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**  
Englewood Schools  
Class Size Relief Request  
(Reference: Negotiated Agreement, Article 22)

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

I am requesting class size relief. My current class size is:

Reason for request:

Kind of relief desired:

Date: \_\_\_\_\_ Teacher's signature \_\_\_\_\_

*Forward request to Principal*

---

School's Current Average Class Size:

Is the requesting teacher's class size out of line with other classes? (Describe/Explain)

What actions have been taken to balance classes or to provide relief with existing staff?

Recommended action to address the teacher's request:

Date: \_\_\_\_\_ Principal's Signature \_\_\_\_\_

*Forward request to District Class Size Committee*

---

\_\_\_\_\_ Approval recommended.

\_\_\_\_\_ Alternate action recommended:

\_\_\_\_\_ Denial recommended - Reason:

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

*Forward request to Superintendent*

---

\_\_\_\_\_ Approved.

\_\_\_\_\_ Alternate action:

\_\_\_\_\_ Denied - Reason:

Date: \_\_\_\_\_ Superintendent's Signature \_\_\_\_\_

**APPENDIX E  
(2017-2018 SCHOOL YEAR)**

**MEMORANDUM OF UNDERSTANDING REGARDING  
SICK LEAVE BANK TRANSITION**

The Englewood Educators (EE) and the Englewood Board of Education desire to create a Task Force regarding Short Term Disability (STD) insurance policy options and the potential phase-out of the Sick Leave Bank (SLB). Accordingly, the parties agree to the following.

1. **Creation and Membership.** A SLB Task Force is created and its membership shall be composed of the following: a representative from the Human Resources Department, a teacher appointed by the EE, a representative of the Classified employees, a representative from the Admin/Pro Tech employees, a representative from the District benefits consultants (currently Gallagher), and the District's Chief Financial Officer.
2. **Charge.** The SLB Task Force's Charge is to analyze and select the components of an STD policy that will maximize the benefit to employees and have it be used reasonably, and to work with the District Administration to have the cost information so that it is known what is financially feasible to the District.
3. **Components of the STD policy.** It is desired that the Task Force will review and the STD policy will include the following components:
  - a. A percentage replacement benefit;
  - b. A seven (7) to fourteen (14) day waiting period;
  - c. Coverage that spans the time to get to the Long Term Disability coverage;
  - d. The potential for a buy-up option for employees to increase the percentage payout;
  - e. Provide information on the eligibility for the policy for the look-back period;
  - f. Provide information on pre-existing conditions;
  - g. Cost options if employees contributed to part of the premium in order to get a higher percentage as the base pay-out (e.g. \$3-5/month per employee or a percentage of the premium); and,
  - h. Other items as recommended or identified by the District's benefits consultant and/or the Task Force.
4. **Timeline.** The Task Force will work toward the following deadlines:
  - a. May 15, 2017: Determine the individual representatives who will be on the Task Force;
  - b. September 1, 2017: Have a Summary Plan Design/Description created and provided to the District's benefits consultant so that it may be shopped through the market.

- c. October 1, 2017: Subject to the District's benefits consultant agreeing that this timeframe is feasible, review the information provided after the policy has been shopped and determine that the STD policy can be implemented January 1, 2018.

5. SLB Phase-out. If the STD policy will go into effect January 1, 2018, then the SLB will be phased-out by the following:

a. The SLB will stay in current form until December 31, 2018, with exception that no additional days will be docked pursuant to Article 11.3.5 after January 1, 2018, and may be used as long as there are days available.

b. If any days are remaining in the SLB as of December 31, 2018, the days will be used to offset the Association's costs for substitutes for negotiations until the days are gone.

c. The EE will provide a communication that summaries the changes that will be made as of January 1, 2018, and will include in the communication a reminder that members may Opt Out at any time, along with providing methods of how to provide notice of that Opt Out.

6. Mutual negotiations topics if no STD policy implemented. If the deadline for making a determination is not met or the determination is to not implement a STD policy for employees so that the SLB will continue, then the parties agree that the Sick Leave Bank will be a mutual topic for negotiations in the Spring 2018 negotiations.

June 6, 2017

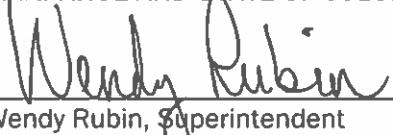
ENGLEWOOD EDUCATORS

By   
Libby Bucher, President

ATTEST:

  
Secretary

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

By   
Wendy Rubin, Superintendent

ATTEST:

  
Secretary

## APPENDIX F

### MEMORANDUM OF UNDERSTANDING REGARDING SALARY AND COMPENSATION STUDY COMMITTEE

The Englewood Educators (EE) and the Englewood Board of Education desire to form a working committee to research and study the District's salary schedule and current compensation structure for teachers. Accordingly, the parties agree as follows:

1. A working committee shall be formed to research and study the District's salary schedule and current compensation structure for teachers. The committee shall be charged with understanding the District's salary schedule, historical anomalies, the impacts of frozen steps, and the District's financial constraints, as well as researching other external sources in order to provide recommendations to the District and EE Negotiations Teams regarding potential changes to the District's salary structure for teachers and future compensation methods.
2. The committee shall regularly communicate with the District and EE Negotiations Teams, as well as all teachers in the District, including receiving input and feedback. While the committee will have such regular communication, the method of the research, the overall process, and the communication piece will be determined by the committee. The committee shall be permitted to utilize the services of consultants.
3. The committee members shall include the Director of Human Resources, and the Director of Budget and Finance, along with approximately four to six other employees. All committee members should be open-minded, active participants in the process. It is desired, but not required, that the committee have representation by teachers from different education and experience levels on the District's salary schedule. It is anticipated that the committee will include a total of six to eight members.
4. The District and the EE shall present a joint call for employees to express interest in working on the committee. Responses to the call, as well as any questions, will be directed to the Director of Human Resources. The call for employees shall explain the charge of the committee, the ideals of having an open-mind and being an active participant, and that the work or a large portion thereof will likely occur after school hours. The Director of Human Resources and the EE President shall meet to formulate the application for use with the call. Following receipt of interested applicants, the Superintendent, Director of Human Resources, and the EE President shall review the applicants and determine the committee makeup.

June 18, 2013

ENGLEWOOD EDUCATORS

By   
Olivia Bucher, President

ATTEST:

Olivera Bucher  
Secretary

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

By Brian Ewert  
Brian Ewert, Superintendent

ATTEST:

Linda Felling  
Linda Felling, Secretary



**APPENDIX G  
(2017-2018 SCHOOL YEAR)**

**MEMORANDUM OF UNDERSTANDING REGARDING  
PLAN TIME**

The Englewood Educators (EE) and the Englewood Board of Education desire to continue the suspension of the current requirements provided for Plan Time in Article 25.3 for the 2017-2018 school year in order to implement the following requirements. Accordingly, the parties agree to the following.

1. The parties agree to suspend Article 25.3 for the 2017-2018 school year and implement the following in its place:

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. Normally all teachers will have fifty (50) minutes of Individual Plan Time on a daily basis during the workday and within the two hundred fifty (250) minute block of planning time allocated during a typical five-day school week. Teachers will be allocated a minimum of an additional forty (40) minutes per week of Individual Plan Time. Every effort will be made to provide such Individual Plan Time as uninterrupted. A minimum of fifty (50) minutes of planning time each week will be dedicated to Collaborative Plan Time within the two hundred fifty (250) minute block of planning 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.

2. Plan time shall be revisited during negotiations in the Spring of 2018 as a mutual issue for negotiations without impacting either parties' ability to bring another issue to the table.

June 16, 2017

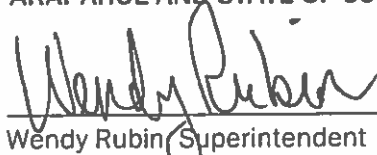
ENGLEWOOD EDUCATORS

By   
Libby Bucher, President

ATTEST:

  
Secretary

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

By   
Wendy Rubin, Superintendent

ATTEST:

  
Secretary

**Appendix H**  
**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 Dawil  
Secretary

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

By Brian Ewert  
Brian Ewert, Superintendent

ATTEST:

Sue Davis  
Secretary

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