



MASTER AGREEMENT

between

**THE COLORADO SPRINGS
EDUCATION ASSOCIATION**

and

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 11
COLORADO SPRINGS, COLORADO**

July 1, 2008 - June 30, 2010



Colorado Springs School District #11

OUR VISION

The Colorado Springs School District No. 11 community will empower every student to become a successful, educated, lifelong learner and a responsible citizen.

OUR MISSION

The Colorado Springs School District No. 11 community will ensure:

- Continuous improvement of student achievement,
- A safe and secure environment,
- A high performing workforce, and
- Effective and efficient use of resources.



The Colorado Springs Education Association

OUR VISION

The vision of the Colorado Springs Education Association is to foster quality public education.

OUR MISSION

The Colorado Springs Education Association advocates for the rights of its members and promotes excellence in education through collaboration and continual improvement.

Be Heard...

Be Visible...

Get Involved!

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This agreement is made and entered into by and between the Board of Education of School District No. 11 in the County of El Paso and the State of Colorado (hereinafter called "the Board") and the Colorado Springs Education Association, a Colorado Corporation not for profit (hereinafter called "the Association") on behalf of itself and the teachers of the District.

Non Discrimination in Employment

The District seeks to comply with state and/or federal laws prohibiting discrimination in employment on the basis of race, creed, color, sex (gender), ancestry, religion, national origin, sexual orientation, age and/or disability. Discrimination and/or harassment based on the aforementioned areas must be brought to the immediate attention of the school principal or District nondiscrimination compliance coordinator: Marvin R. Adams, Office of Equal Opportunity Programs and Ombudservices, 1115 N. El Paso Street, Colorado Springs, CO 80903, Phone 520-2271, Fax: 520-2242, Email: adamsmr@d11.org.

ARTICLE I RECOGNITION

A. ASSOCIATION IS SOLE AND EXCLUSIVE AGENT

The Board hereby recognizes the Association as the sole and exclusive bargaining agent of all certificated professional staff who are under contract with the District and for whom remuneration is indicated herein. This provision shall include persons who are on authorized leave of absence and all personnel assigned to newly created teaching or teaching-related positions unless such positions are supervisory or administrative. The term "teacher" when used herein shall refer to all persons represented by the Association and to no other. Notwithstanding any other provision of this Agreement, the parties agree that the Association shall continue as the sole and exclusive bargaining agent and representative of all teachers as provided for by this Agreement and for such additional time as may be mutually extended by the parties or under law.

B. BOARD RECOGNITION

The Board agrees not to recognize or negotiate with any employee organization, other than the Association, claiming to represent certificated staff covered by this Agreement.

C. OTHERS WHO MAY BECOME MEMBERS

Certificated non-administrative or non-supervisory employees of the District, other than teachers described in Article I.A above, shall have the right to become part of the bargaining unit represented by the Association if a majority of the members of an appropriate group of such employees vote for such representation in an election conducted by the American Arbitration Association (AAA) under its rules which are in effect at the time of the election. The effective date of such representation shall coincide with the effective date of any successor agreement to this Agreement unless the parties mutually agree to an earlier effective date. The Association may decline to represent such groups if the Association gives notice thereof to the District and members of such group prior to the scheduling of such election.

D. CHALLENGE OF REPRESENTATION RIGHTS

If at any time, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of this Agreement the Board receives a petition signed by thirty percent (30%) of the Association's bargaining unit, the Board shall schedule a representation election. The election shall be conducted under the auspices of the American Arbitration Association, under its rules which are then in effect. If the Association's representation rights are challenged by another organization within such election, the losing organization shall pay all costs of the election.

ARTICLE II GENERAL PROVISIONS

A. NON-DISCRIMINATION

1. The Board shall not discriminate against any teacher on the basis of membership or non-membership, activity or non-activity, in any teacher organization.

2. Further, to the extent provided in any applicable statute, the Board will not discriminate against any teacher on the basis of his/her race, creed, color, national origin, age, gender, disability, religion, or any other basis prohibited by law. This provision does not create rights, remedies or obligations different or in addition to those provided by statute. After utilizing that portion of the grievance procedure outlined in Article VII.C.1 through VII.C.3 (that is, the informal procedure through the formal level 2), any unresolved issues arising from this section may be processed only through the appropriate state or federal agency.

B. FAIR REPRESENTATION/NON-DISCRIMINATION

1. The Association shall equally represent all teachers under the terms of this Agreement without regard to their membership or non-membership, activity or non-activity, in the Association or any other teacher organization.

2. Further, to the extent provided in any applicable statute, the Association will not discriminate against any teacher on the basis of his/her race, creed, color, national origin, age, gender, disability, or religion, or any other basis prohibited by law.

C. BALANCED TEACHING STAFF

The parties are committed to the recruitment and maintenance of a racially balanced staff. This commitment is necessarily subject to the provisions of Article XVIII, Layoff and Recall. Unresolved issues arising from this section may be processed only through the appropriate state or federal agency. Nothing contained herein shall be interpreted in such a way as to limit the right of the Board to establish qualifications for employment in the District.

D. REVISIONS

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect. No change, rescission, alteration or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified in writing by both the Board and the Association.

E. INDIVIDUAL CONTRACTS OR POLICY CONFLICTS

An individual contract between the Board and any teacher shall be subject to and dependent upon the provisions of this Agreement. If any contract between the Board and any individual teacher shall contain any language inconsistent with any term or provision of this Agreement, the terms and provisions of this Agreement shall be controlling. In the event of any conflict between the provisions of this Agreement and any Board policy or procedure or any administrative directive or regulation, the provisions of this Agreement shall prevail.

F. ENFORCEMENT OF RIGHTS

Failure of either party to require performance by the other party of any term of this Agreement shall in no way affect the full right to require such performance at any time thereafter, nor shall the condonation by either party of a breach of any term of this Agreement be taken or held to be a waiver of such item.

G. CONFLICT WITH LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the Constitution and Laws of the United States. If any word, phrase or provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such word, phrase, provision or application will be deemed invalid and subsisting only to the extent permitted by law. All other words, phrases, provisions and applications will continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provisions affected.

H. DISTRICT FORMS

Forms and employment contracts required to implement this Agreement shall reference the applicable Articles and Paragraphs of this Agreement.

ARTICLE III ASSOCIATION RIGHTS

A. UNIT INTEGRITY

1. The District may create new bargaining unit positions or extra duty assignments during the term of this Agreement. Compensation for such positions shall be set by negotiations between the parties. Bargaining unit members shall fill Article XV assignments requiring teacher certification.

2. Changes in duties and responsibilities of both individuals and classifications may be necessary and proper, provided they do not impose significant supervisory or managerial responsibilities upon the members of the Association's bargaining unit without the agreement of the Association.

B. ACCESS TO DATA AND RECORDS

1. The Association President shall be furnished with copies of all publications, directives or memoranda containing official District interpretations of this Agreement.

2. The Superintendent shall promptly make available all requested information in a manner consistent with the Colorado Open Records Act, or with the written consent of the individual(s) involved for that information deemed to be confidential under the Act.

3. The District shall provide the Association with an advance copy of the agenda for each official Board meeting and with a copy of the minutes of each official Board meeting. In case of any special meeting, notification to the President or UniServ Director of the Association shall be made at the time the meeting is disclosed to the public. Such notification shall include disclosure of scheduled agenda items.

4. The Division of Human Resources shall furnish the Association with advance copies of all personnel reports and recommendations made to the Board which affect members of the Association's bargaining unit.

C. DUES DEDUCTION

1. The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the members' dues and contributions and to transmit all such monies so deducted to the Association as soon as is practicable.
2. The Association will furnish the Payroll Department with a list of all employees who have authorized dues deduction and, when requested, with a copy of the signed form authorizing the deduction. These forms shall remain in effect during the employment of the member until such time as properly revoked by the member in writing with copies to the District's Payroll Department and the Association. To be effective, such written revocation shall be made by the member on or before September 10th of the relevant school year.
3. The Association agrees to hold the Board harmless from any and all damages or liability resulting from any error on the part of the Association or from any provision of this Article resulting from the Board's compliance with it.

D. DUES EQUIVALENCY

1. The District agrees to deduct from the salaries of teachers who are not members of the Association an amount equal to the annual Association dues which are voluntarily authorized by such teachers. Voluntary authorization on the part of such teachers shall be deemed to have occurred unless proper written notice to the contrary is provided to the District and the Association on a jointly approved form. The form will be available at the Association office and the District payroll department. To be effective, such written notice shall be made by the teacher on or before the tenth (10th) work day after receipt of the teacher's first paycheck of the relevant school year.
2. Monies deducted through dues equivalency shall be transmitted to the Association as outlined in Article III.C.1.

E. ASSOCIATION OFFICERS AND OFFICIALS

1. The Board shall grant the following to the Association President, one of which he or she may choose: (1)

Release time of one-half (1/2) day each day of the school year or the Association and the Board will share equally the cost of a one-half (1/2) time contracted teacher on regular salary or (2) Leave of absence. The Board agrees to pay an annual amount equal to twenty-five percent (25%) of salary with the Association paying the balance. The President shall receive credit toward salary increases while on leave and shall receive normal insurance and retirement benefits as if a full-time employee of the District. The Association's annual reimbursement for seventy-five percent (75%) of the President's salary shall be made to the District in two (2) equal payments to be made on January 31 and June 1.

2. Upon completion of his/her term of office, the teacher who has acted as President of the Association shall be returned to his/her former duties in accordance with Article IX.E.2.

3. The Association President and the UniServ Director shall have access to any school, provided that they shall notify the principal's office upon their entrance to any school. If an emergency necessitates the interruption of class schedules, prior arrangements shall be made with the principal.

F. ASSOCIATION REPRESENTATIVES

1. The principal of each school and the Association Representative shall meet at the request of either party to discuss the administration of this Agreement and to discuss procedures for improvement of the school program and policies.

2. The Association Representative shall have:

a. the right to schedule Association meetings which do not interfere with the normal teaching duties of the teachers or general conduct of business at the school;

b. the use of a bulletin board in a location agreed upon with the principal for Association information;

c. the use of the school's communication system to make announcements at appropriate times;

d. the time at faculty meetings for announcements, if requested; and

e. the right to be present at any meeting when requested by the teacher. Such request shall not have the effect of delaying the meeting unless discipline is contemplated.

G. PARTICIPATION IN COMMITTEES

The Association President has the right to assign an Association member to the initial interviewing committee considering applicants for District positions. The District will provide the Association with a copy of each posting and the Association President will notify the Division of Human Resources when it wishes to participate. The Association President may also appoint members to other District committees as desired. The Association will notify the Superintendent of its desire to participate and will furnish the name of its appointee(s). The Association will use its best efforts to appoint teachers with backgrounds appropriate to assist the committee in its deliberations.

H. USE OF FACILITIES AND SERVICES

1. The Association has priority for using buildings, as long as such use does not interfere with the normal conduct of school activities and no conflict exists with previously scheduled meetings. There shall be no cost to the Association unless additional costs are incurred by the District. The Association will contact the principal in advance of the time of the meeting.

2. The Association shall have use of the District's regularly scheduled daily pick up and delivery service.

3. The Association shall have the right to place materials related to Association business on bulletin boards and in teachers' mailboxes. A copy of all such materials shall be given to the principal.

ARTICLE IV TEACHERS' RIGHTS

A. COMPLAINTS AGAINST TEACHERS

When a person makes a complaint against a teacher, the principal shall promptly attempt to resolve the complaint informally.

If the complaint cannot be resolved informally, the complainant may be asked to put the complaint in writing or otherwise affirm in the teacher's presence his/her complaint. Unless the complainant puts the complaint in writing or otherwise affirms by signing the complaint, the complaint itself (but not additionally discovered evidence regarding the same or similar conduct) may not be used as evidence in any disciplinary proceeding or as evidence for an unsatisfactory performance rating.

If the complaint is made in writing, the following procedure shall govern:

1. The teacher shall be promptly notified of the nature of the complaint, given a copy of the complaint, and notified of the identity of the complainant.

2. After notifying the teacher, the principal shall arrange a meeting within seven (7) work days with the complainant, the teacher, him/herself and if the teacher requests, the teacher's Association representative. The failure of a complainant to appear at such a meeting shall not keep the meeting from proceeding, nor shall it preclude further processing of the complaint, if confirming evidence or facts have been obtained by the principal.

3. If the complaint is supported by fact and if any record of the complaint or its formal or informal resolution is placed in the teacher's files, the teacher shall immediately be provided with a copy of such record and shall have the right to file a written response. If there is no evidence of similar conduct within the time period commencing with the resolution of the complaint and ending with the close of the following school year, the record of such complaint, its resolution and/or the teacher's response may not thereafter be used as evidence of the teacher's conduct in any disciplinary proceeding, except as rebuttal to evidence offered by or on behalf of the teacher to

support claims of a good teaching record during the preceding time period.

Nothing in this procedure shall be construed to prevent the Superintendent from conducting such investigations of teacher performance or conduct as is deemed advisable.

B. AVAILABILITY OF BYLAWS, POLICIES AND PROCEDURES

The Board agrees to maintain up-to-date copies of all Bylaws and Policies of the Board, Colorado School Laws and Personnel Policies and Procedures. Each will be clearly marked and displayed in the faculty lounge of each school, or if no lounge exists, in a mutually agreed upon location.

C. ACCESS TO FILES

A teacher may review and copy (at his/her own expense) material made a part of the teacher's personnel record and files maintained by the District, subject to the provisions of the Colorado Open Records Law. A teacher shall be given a copy of any derogatory material placed in the teacher's central or building personnel file and shall have the right to file a written response to that or any other derogatory materials within ten (10) days of having received a copy. Derogatory materials may not be used in any disciplinary proceeding unless the teacher has been given at least ten (10) days to respond to such materials. No scheduled hearing shall be delayed for the purpose of providing such ten (10) day response period.

D. PROGRESSIVE DISCIPLINE

Teachers will not be disciplined as described in this Section without sufficient cause. Oral and written reprimands to teachers shall be delivered in private. Teachers being suspended without pay shall be informed in private and shall also be given written notification of such action. A teacher being suspended without pay shall be entitled to Association representation in the meeting, upon request.

E. NO REPRISALS

No discrimination or retaliation shall be taken against any member of the bargaining unit who either did or did not participate in the 1975 teachers' strike by either the District or

other member of the bargaining unit. No entry will be made in the personnel files of those members of the bargaining unit who participated in the strike.

F. JUST CAUSE

The District agrees that any teacher who was a non-probationary employee as of October 1, 1990, shall be discharged only for just cause. The procedure for dismissal of probationary teachers and teachers hired after October 1, 1990, shall be as specified in state law.

ARTICLE V
BOARD OF EDUCATION RIGHTS

- A.** The Board retains all rights, except to the extent that such rights have been limited by the provisions of this Agreement.

- B.** Teachers are expected to comply with reasonable rules, regulations and written directives adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

ARTICLE VI
NEGOTIATING PROCEDURES/JOINT COUNCIL

A. NEGOTIATIONS SCHEDULE (Ground Rules)

1. The initial meeting starting negotiations on a successor Agreement shall occur on a date agreed upon by the parties in years during which the Agreement is to expire and shall be open to the public. As at all negotiations, the Board reserves the right to speak at this initial meeting. In years when only Articles XIV, XV, XVI, and XVII are subject to negotiations, the initial meeting starting negotiations shall occur the week preceding the Monday of the last full week in April.
2. Negotiating sessions will occur at times and places mutually agreed upon by the parties' bargaining teams. In the year when the Agreement is to expire, the negotiations will be held in two separate blocks. The separation of time between the two blocks will be agreed upon by the parties. There shall be no more than twenty (20) negotiating sessions which shall cumulatively total no more than 140 hours (exclusive of meal breaks). In years when only Articles XIV, XV, XVI and XVII are negotiated, negotiations shall commence on the Monday of the last full week in April and there shall be no more than fourteen (14) negotiating sessions cumulatively totaling no more than eighty-five (85) hours (exclusive of meal breaks). The foregoing limitations are exclusive of time necessary for mediation and fact-finding. Fifty (50) to sixty (60) percent of the negotiating sessions will occur outside the normal work day.
3. During the term of this Agreement, the parties may agree to negotiate over any matter of mutual concern.
4. In the event that the District determines to re-establish a year-round school program, the District agrees to negotiate with the Association concerning the effect, if any, of such action on the provisions of this Agreement.
5. The parties agree to negotiate in good faith.
6. To enhance open communication, both parties are allowed the free public expression of negotiating positions and the rationale for such positions. Additionally, there may be a meeting called by the Board between the

Association and the Board itself to permit the Board to receive information relevant to collective bargaining, including explanations and rationales for major issues on the bargaining table. Either party may speak to such issues if they desire. No action will be taken by the Board during such meeting. Pursuant to the meeting being called by the Board, such meeting will be scheduled by agreement early in the negotiating process.

7. Except for the session at which the parties exchange initial proposals all bargaining sessions will be closed.

8. Either bargaining team has the right to declare impasse at any time after negotiations have commenced or to request third-party facilitation at any time prior to mediation or fact-finding.

9. Following impasse (or at such time as may be necessary to meet the deadline for fact finding set forth below) either party may demand mediation and/or fact finding. These processes will normally be separate but may be combined to save time. Mediation will commence on or before May 1 and shall last for two (2) days. Fact finding will commence no later than May 15.

10. Tentative agreements on individual issues reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both bargaining teams subject to presentation for ratification by each party's respective governing body. No Tentative Agreement will be deemed to have been concluded and no releases of information to the public or press will be made by either party regarding the reaching of a Tentative Agreement by the respective bargaining teams until both the Board of Education and the Association's Executive Council have had a twenty-four hour period to review and comment on the Tentative Agreement.

11. A Tentative Agreement is first subject to ratification by the Association. Following ratification by the Association, the Board of Education shall make every effort to schedule a ratification vote at an official meeting which shall take place within fifteen (15) days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement.

B. IMPASSE

When impasse is declared or it is necessary to select a neutral mediator or fact-finder, the provisions of this section shall apply.

1. If the parties do not agree upon a neutral within three (3) days from the date of a written request to select a mediator or fact-finder, the moving party may initiate mediation or fact-finding by requesting the American Arbitration Association to send a list of neutrals to both parties. The selection of the neutral for mediation or fact-finding shall be by the mutual striking of names. Either party may reject an entire list once before having to strike names.
2. Upon mutual consent of the parties, any dispute arising from negotiations impasse may be referred to any agency or body of the Federal Government which offers the services of advice, counsel, mediation, or fact-finding in the public or private sector. The above agency or body of the Federal Government may be used for impasse resolution in lieu of the American Arbitration Association.
3. The costs for the services of any neutral, including expenses, shall be shared equally by the Board and the Association.
4. All mediation meetings and fact-finding hearings shall be held in closed session.
5. Should the neutral elect to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the neutral no later than five (5) days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless agreed otherwise by both parties.
6. As soon as possible after the conclusion of fact-finding hearings, the fact-finder shall submit a report in writing to the Board and the Association only, and shall set forth his or her finding of fact, awards, rationale and recommendations on the issues and submitted to fact-finding. His or her findings shall be advisory only and binding neither on the Board nor upon the Association.

7. Within five (5) days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No releases of information shall be made to the public or the press until after such meeting.

8. The parties shall take official action on the report of the fact-finder not later than fifteen (15) days following the meeting provided for in Article VI.B.7 above.

C. JOINT COUNCIL

Certain matters are of such importance in maintaining quality education and high teacher morale that they require continuing study, investigation and prompt problem resolution. To this end, the parties agree to work through a ten-member Joint Council, five (5) members of which shall be teachers appointed by the Association and five (5) members of which shall be administrators appointed by the Superintendent. Each party shall have a majority of the voting members from the most recent negotiations. Joint Council shall be a problem-solving body for issues when negotiations are not currently being conducted.

1. Meetings shall be held at least monthly during the school year, unless the co-chairpersons agree to fewer meetings. Minutes will be taken and distributed to all participants.

2. Matters investigated or acted upon shall relate to the school system or to individual teacher concerns which are not grievable under the terms of this Master Agreement.

3. Matters which are the subject of an active grievance or which are contained in an active negotiations proposal shall not be considered until the grievance/negotiations have concluded.

4. The Council may appoint various task forces/committees to report on matters requiring in-depth study.

5. If recommendations for problem resolutions are developed, they shall be reduced to writing and forwarded to the Superintendent for prompt action by the Board as additions to District policy.

6. Matters referred to this body by the terms of this Agreement or by the bargaining team(s) shall be considered promptly. The resulting reports or recommendations, if mutually adopted as a Memorandum of Understanding (MOU) or by ratification, shall be binding on the parties and those persons covered by this Agreement.

7. A budget appropriation shall be provided to cover approved operating expenses and, subject to approval by the Superintendent, Joint Council shall determine the distribution of these funds according to its needs and priorities.

8. Joint Council shall recommend the school calendar each year to the Board for consideration. If possible, the Board shall establish the calendar by January 20 of each year for the following school year.

9. The committees/task forces which are formed as the result of negotiations shall continue to function and report to Joint Council on their progress and accomplishments until both the District and Association chairpersons of the relevant committee/task force request dissolution or are, by majority vote, dissolved by Joint Council.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance:** a written statement by the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.
2. **Grievant:** the member(s) of the bargaining unit for whom the Association has filed the written statement.
3. **Day:** shall mean a contracted work day, or during the summer, a day on which the administration building is open for business. Time limits provided herein may be extended by written mutual agreement.

B. PURPOSE

To facilitate free, easy and effective communication between teachers and administrators at the lowest possible grievance level by securing equitable solutions to problems which affect the teacher's terms and conditions of employment.

C. PROCEDURES

1. **Informal:** An employee shall first discuss the allegation with the principal or responsible administrator with the objective to resolve the matter informally. In any case, following reasonable time for the informal process to achieve resolution of the matter (which reasonable time in no event will be more than five (5) days), the grievant may initiate the filing of a formal grievance. This section need not apply when a grievance is filed pursuant to Article VII.C.5.
2. **Formal Level One:** If the grievance cannot be resolved informally, the Association may file the grievance in writing with the principal or responsible administrator. The written grievance shall state the nature of the grievance, the specific provisions of the agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at Level One must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

The principal or responsible administrator shall respond to the grievance in writing to the employee and the Association within ten (10) days after receipt of the grievance, or request a meeting with the grievant and the Association in which event the principal or responsible administrator shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser.

Should a grievance occur within thirty (30) days prior to the last work day of the school year, the time for the filing of a formal written grievance at Level One may be extended into the next school year, at the option of the Association, for a period up to the difference between thirty (30) days and the number of days expended prior to the last work day of the school year. Should a grievance occur during the summer recess, the deadline for filing the formal written grievance shall be extended to a date thirty (30) days beyond the first work day of the following school year.

3. Formal Level Two: In the event a grievance has not been satisfactorily resolved at Level One, the Association may file a copy of the grievance with the Superintendent within ten (10) days of the administrator's written response at Level One. Within seven (7) days after such written grievance is filed, the grievant, the Association and the Superintendent shall meet to consider the grievance. The Superintendent shall respond within ten (10) days of such meeting in writing to the grievant and the Association.

4. Formal Level Three: If the grievance is not resolved satisfactorily at Level Two, the grievance may be submitted to impartial, non-binding arbitration. To enter such arbitration, the Association shall submit a written request on behalf of the Association and the grievant(s) to, the Superintendent within twenty-five (25) days from receipt of the Level Two response. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within seven (7) days, the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators from which a selection shall be made by a mutual striking of names within ten (10) days of receipt of the list. Either party may reject an entire list once before having to strike names.

The costs for the services of the arbitrator and the cost of the hearing room shall be borne equally by the District and the Association. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing(s). The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented and the decision must be based solely and only upon an interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be advisory only and binding neither on the Board nor on the Association.

5. The Association may file a grievance directly at Formal Level Two, and thereby pass the lower levels of the process, when the grievance is a class action grievance, a grievance regarding a decision of an administrator (other than the principal) who does not report to the principal, or involves the termination of a teacher.

D. GROUP GRIEVANCE

If a grievance involves a group of employees, the grievance shall be submitted, in writing, by the Association to the responsible administrator at Level One. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

E. REPRESENTATION

The grievant(s) shall be present at all such meetings and, at the option of the grievant(s), may be represented at such meetings by a representative of the Association. When an employee is not represented by the Association, the

Association shall have the right to be present at all formal levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

F. MEETINGS TO RESOLVE OUTSTANDING ISSUES

The Executive Director of Human Resources and the President of the Association shall routinely meet to discuss and attempt to resolve outstanding personnel issues. Such meetings shall be held on at least a monthly basis.

G. MISCELLANEOUS

1. Neither the Board nor the Association, nor any member of the administrative staff shall take any reprisal affecting any person by reason of his or her participation in the grievance process.

2. All written and printed matter dealing with the processing of a grievance will be filed separately from the Central Office Personnel files of the participant(s).

3. The District agrees to make available to the aggrieved party and to the Association all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.

4. Whenever it is necessary at Level Two or Level Three for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the principal of such Association representative(s) and he/she, or they shall be released without loss of pay or leave time for such time as their attendance is required.

5. Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the entire grievance procedure.

6. Should the grievability of an alleged grievance be disputed, the alleged grievance shall be processed through the grievance procedure. If the alleged grievance remains unresolved and reaches the level of arbitration, the arbitrator shall receive testimony on the issue of grievability

as well as the alleged grievance. Following the conclusion of the hearing and the filing of post-hearing briefs, if any, the arbitrator shall rule on the issue of grievability before ruling on the merits of the alleged grievance unless either party takes the question of grievability to another forum for resolution prior to arbitration.

7. Failure to file a grievance within the stipulated time or failure to appeal the grievance to the next level within the stipulated time period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

**ARTICLE VIII
VACANCIES AND CHANGE OF ASSIGNMENTS**

A. CONTEXT

Nothing in this Article prohibits the District from providing a racially balanced staff as defined by the District's affirmative action plan and a gender balanced staff in each building and department during building staff reductions and the filling of vacancies. If the District can show justifiable need to bypass seniority to maintain such balance, it shall give the Association its position in writing, as soon as possible prior to implementation of such changes.

B. VACANCIES

1. An updated list of current vacancies and known vacancies for the following school year will be posted at all District sites (including in the Office of Special Education) on the first work day of each week commencing on or about March 1 through August 1. After notice to all building staff, a position opening which will be filled by a qualified employee from the building where the opening occurs shall not be considered a vacancy and shall not be subject to the posting requirements of this Article. Members of the bargaining unit who apply will be interviewed. Positions posted as vacant for the next school year shall remain open for a minimum of ten (10) work days and shall not be permanently filled during this posting period.

2. All vacancies will be posted. Vacancies filled after August 1 will be posted during the next posting period, commencing the following March.

3. Social workers, school psychologists, nurses, occupational therapists, and physical therapists are excluded from this Article as they are normally assigned multi-school responsibilities on a yearly basis, except that vacancies for such personnel filled after August 1, including multi-school assignments as such are determined from time to time by the District, shall be posted commencing the following March.

4. Wherever feasible, the receiving department chairperson and/or some other teacher(s) from the department shall be involved in the selection process. When filling a vacancy for social workers, counselors and psychologists the District agrees, when feasible, to notify the department chairperson

of upcoming interviews and that the site administrator include the department chairperson for input in the selection.

5. Routine positions and/or vacancies in the bargaining unit which arise within the present operations of the District will be filled in accordance with the procedures outlined in Article VIII.B. Contracted services for such positions shall be considered only after the exhaustion of the posting and interview process and reasonable efforts have been made to fill the job through new hiring. Nothing contained in this paragraph shall be construed to restrict the right of the Board to initiate, implement or staff (through the solicitation of volunteers or otherwise) charter schools or other new initiatives. The Association and the District value collaborative planning and input with respect to such initiatives when and to the extent time permits.

6. Applicants for a position shall be notified as promptly as is practicable after the selection is made. Upon written request, a teacher not selected for the vacancy will be given written reasons for the District's choice by the Division of Human Resources.

7. Vacancies for the Library Technology Educator will be posted district-wide by level with known building vacancies included as part of the posting. A district level interview committee for such jobs will be composed of Library Technology Educators, representative(s) chosen by CSEA, representative(s) from the principals association, representative(s) from the Divisions of Information, Technology, CQI, Instruction, and Human Resources and will select a pool of successful candidates. Candidates successful at the district level interview may then interview at any building for which a vacancy exists.

C. CHANGE OF ASSIGNMENTS

This Section supersedes and nullifies all previous language, memoranda or letters of understanding regarding involuntary transfers.

When the District decides to transfer a teacher effective the following school year, the teacher shall be notified in writing of this intention no later than May 1.

1. If the transfer is required because of enrollment decline or program change, a volunteer(s) will be solicited by the

principal. If no volunteer is secured, the least senior teacher will be involuntarily transferred unless by transferring the teacher with the least length of service in the District, the building is unable to meet the identified instructional and program needs within the grade level, department or team. Transfer of a junior teacher which creates negative impact on a District approved school program is sufficient reason to retain the teacher over a more senior teacher. Negative impact occurs when a teacher has been involved in: planning and developing a program; developing curriculum for the program; team-teaching activities; integrating curriculum; and/or receiving specialized training which is necessary for inclusion in the program. Programs requiring special certification are deemed to be part of the "identified instructional and program needs within the grade level, department or team." When a transfer of a teacher is necessary because of enrollment conditions in the fall of the year, the process for identifying the teacher to be transferred will be as provided in this Paragraph C.1. Written rationale justifying the programmatic need for retaining a less senior teacher will be presented to the Association prior to the transfer of the more senior teacher. If the Association disagrees with the rationale offered it may submit the matter to the Division Head of Human Resources for further evaluation and action. Such evaluation will be promptly undertaken and completed prior to the transfer.

2. A teacher notified for change of assignment to a different site may request a meeting with the principal and the Division Head of Human Resources to discuss the reason(s) for the transfer. If such a teacher is not placed by July 1, that teacher shall have priority consideration for an existing vacancy.

3. Teachers who choose or are required to transfer because of the closure or conversion to a charter school of their building shall be assigned by the District to vacancies at the same level (i.e., elementary or secondary) at other schools for which they are certificated before the District fills such vacancies with other teachers or new hires.

ARTICLE IX LEAVES

A. PAID LEAVE

1. Commencing on the first duty day of each school year, full-time teachers are entitled to eleven (11) paid leave days per school year. Teachers may use these days to cover any absence from work. Allotment of these days shall be pro-rated for part-time teachers.
2. A teacher intending to be absent shall notify the Substitute Employee Management System (SEMS). If, but only if, the best efforts of the District and/or the teacher to obtain a substitute teacher for a particular day(s) are unsuccessful, it may be that the request for paid leave cannot be honored. The District will consult with the Association in these circumstances. Absences will be charged according to the SEMS Code designated by the employee provided the code entered is not in error.
3. Teachers working more or less than the entire day or school year shall have their allotment of paid leave days adjusted on a pro-rata basis. Part-time teachers shall be entitled to the benefits of this Paragraph with all benefits appropriately pro-rated.
4. Any unused paid leave days shall, at the conclusion of the school year and each school year thereafter, convert to sick leave and accumulate from year to year without limitation.
5. Sick/Paid leave days may be used in blocks of no less than three and a half (3 1/2) hours measured from either the beginning or the end of the work day. For absences of less than 2 hours, a teacher may, with prior approval of the principal, arrange with other certified staff for coverage of the teacher's class(es). In such event, the teacher will not be charged for such absence nor shall the covering teacher be eligible to receive any extra duty pay.
6. Sick leave accumulated pursuant to Article IX.A may be used for personal illness, or for illness or death in the immediate family. Immediate family, for purposes of sick leave, is defined as an employee's spouse, parent, child,

sibling, grandparent, grandchild or other dependent living in the employee's household.

7. Temporary employees who fail to utilize their allotment of paid leave, if re-employed the subsequent school year, shall have previously accumulated leave days restored as sick leave.

B. SICK LEAVE BANK

Teachers shall be able to participate in and apply for days from the District sick leave bank. Participation is voluntary and may be initiated by any teacher through a one time donation of one (1) day of unused sick leave or paid leave during September of any year. New hires will be informed by the District that they may join during their first thirty (30) days of employment by making a day's contribution. If a new hire is not so informed, he/she will have ten (10) days from the time he/she is informed to join the sick leave bank by making a day's contribution. Only those contributing to the bank will be eligible to request use of days from the bank.

1. A committee composed of two (2) teachers appointed by the Association, two (2) administrators appointed by their association(s), and two (2) educational support personnel appointed by their association shall administer the bank. The committee shall, from time to time, prior to adoption, communicate to Joint Council anticipated changes to the guidelines for the administration of the bank. A summary of the guidelines will be set forth on the application for participation in the bank, and be given to all new employees. Upon request, a complete copy of the guidelines will be given to sick leave bank members. If revisions are made to the guidelines, such revisions will be distributed to sick leave bank members. Additionally, the District shall maintain guidelines for the bank on the District 11 Web Site to be available to all employees.

2. Days may only be requested after an individual's accumulated sick/paid leave has been exhausted and bank days may only be used for personal illness, illness in the family or death in the family. Applications shall be available at the Division of Human Resources and shall be submitted through that office. Individual requests may be for between one (1) and thirty (30) days per illness.

3. If days in the bank drop to a balance of two hundred (200) days, those wishing to continue in the bank will be required to contribute one (1) additional day on the appropriate authorization form. Days contributed to the sick leave bank cannot be subsequently refunded.

4. A teacher who retires and is eligible for the Retirement Incentive Program set forth in Article XVII, may donate up to a maximum of ten (10) sick leave days to the sick leave bank. A teacher who voluntarily resigns and returns the following year on a per-diem basis under the Transition Program and, prior to the end of a school year in which the teacher resigned, has not used all of his/her paid leave days may donate to the sick leave bank fifty per cent (50%) of any unused paid leave days up to a maximum of two (2).

C. DONATED HARDSHIP LEAVE

A teacher who intends to remain an active employee of the District may, at his/her written request, donate up to five (5) sick/paid leave day(s) per school year to another teacher who, due to a serious illness/injury of a catastrophic nature to the employee or a member of the employee's immediate family, has exhausted all sick/paid leave and regular sick leave bank awarded days. Upon request, a teacher shall be given a list of people who have donated days to him/her.

1. As it relates to a teacher's personal illness, a serious illness/injury of a catastrophic nature is defined as a long-term illness/injury (such as cancer, heart problems, stroke, paralysis, or severe emotional disturbance) that qualifies the individual for long-term disability benefits under the District's plan.

2. These days shall not be available to an individual who is receiving payments under worker's compensation or long-term disability.

3. A teacher who is on any type of extended leave may not donate leave until he/she returns to an active working status for at least ten (10) working days.

4. Only a teacher who has exhausted all of his/her sick/paid leave and all available sick leave bank days shall be eligible to receive donated days from other employees.

5. Transferred days may not be used to extend a teacher's period of employment.
6. Unused donated sick/paid leave shall be returned to the donor(s).
7.
 - a. A teacher shall be eligible to receive up to thirty (30) days of donated leave for personal illness/injury under the Donated Hardship Leave Program.
 - b. Furthermore, a teacher shall be eligible for a total donation of up to eighty (80) work days when a member of his/her immediate family suffers a catastrophic illness/injury that would qualify the individual for the District's long-term disability plan as if the individual were under the plan. Verification of such illness/injury may be required at reasonable intervals.
8. A teacher who is separated from employment for any reason(s) may not donate sick/paid leave, except for as noted in B.4.

D. TEMPORARY/SPECIFIC USE LEAVES

1. Professional - Each teacher will be credited with two (2) days per year, to be used at the teacher's discretion, for the purpose of professional visitation, attendance at meetings, educational conferences, or other professional activities. These professional days shall be in addition to a teacher's paid leave days and may accumulate yearly up to a maximum of five (5) days.
2. Legal - Each teacher will be granted leave when subpoenaed as a witness to report on an event related to District business matters or an event witnessed as a citizen. This leave does not apply in cases (whether the teacher is a party or a witness) involving a dispute with the District. Leave for personal matters for which a teacher is subpoenaed as a witness will be under the Paid Leave Policy, Article IX.A.1.
3. Jury - Each teacher will be granted leave when called for jury duty. A teacher will be excused for one day of jury duty upon presentation of the jury summons. If a teacher needs more than one day of jury duty leave, he/she is required to present the juror service certificate upon return to work. The

teacher will turn over any payment received for such service to the Fiscal Services Department, and no deduction will be made from the teacher's salary.

4. Military - A maximum of fifteen (15) calendar days per year shall be granted without loss of pay to teachers who participate in military service. Such leave will not be cumulative.

E. EXTENDED LEAVES OF ABSENCE

1. All seniority rights and accumulated paid and sick leave accrued by the teacher prior to going on extended leave shall be restored upon that teacher's return.

2. A teacher returning from an extended leave of one (1) year or less shall be returned to the same school and position occupied at the time the leave commenced unless the teacher agrees to waive this right assuming such position still exists. A teacher returning from an extended leave lasting more than one (1) year shall be returned to an equivalent contractual position pursuant to the provisions of Article VIII.

3. Except as provided for in Paragraph 6.f below, extended leaves of absence are granted for a period not to exceed one (1) school year. A teacher desiring to extend this leave (other than military leave) must apply to the Division of Human Resources, in writing, by April 15 of this desire. The request to extend a leave for one (1) additional school year will be granted or denied by the following May 15 and the teacher will be notified of the District's decision and rationale in writing.

4. Following the exhaustion of all available Sick Leave (provided it is applicable to the situation)/Paid Leave, unpaid Family Needs Leave may be granted to a teacher who gives birth or adopts, wishes to remain home to raise a child, or needs to provide care for an ailing family member as defined by the Family and Medical Leave Act (FMLA). No credit toward experience increments will occur during the period of the leave. Duration is for up to one (1) year, and it may be renewed once. All eligible teachers may elect alternatively or as a part of the leave provided for herein to take leave as provided under FMLA and the District's policies implementing FMLA. The leave described in this

paragraph shall specifically be available to a teacher who gives birth or whose spouse gives birth. Such unpaid leave will be available for up to twelve (12) weeks after the birth until a physician certifies the teacher is capable of returning to work, whichever is later. During such leave (but not in addition to it) the teacher may use any applicable sick leave or paid leave he/she may have available. Sick leave will be deemed applicable to situations involving maternity or paternity leave for a teacher who gives birth (or whose spouse gives birth) or adopts a child. The teacher may then opt to apply for additional days through the sick leave bank.

5. Upon the exhaustion of Sick/Paid Leave, a teacher who gives birth (or whose spouse gives birth) or adopts a child, may, within the sixty (60) day period following such birth or adoption, apply for and be granted up to twenty (20) days of additional leave. Provided a substitute is required by the district, such teacher agrees to reimburse the District the daily casual substitute rate for each day of such additional leave.

6. Categories of Extended Leave (Unpaid):

a. Military - Granted to a teacher who is inducted, or enlists in lieu of induction, in the armed forces of the United States. Upon returning, the teacher shall be credited with a maximum of two (2) annual increments on the salary schedule, if such experience increments were granted during the leave, to be determined by the length of the leave. Maximum duration is five (5) years. A teacher who re-enlists will lose rights to re-employment under the provisions of this section.

b. Elected Office - Granted to a teacher for the purpose of serving in an elected public office. Upon returning, the teacher will be credited with a maximum of two (2) annual increments on the salary schedule, if such experience increments were granted during the leave, determined by the length of the leave. Duration is for the term of office and it may be renewed.

c. Public Service - Granted to a teacher who is to serve in the Peace Corps, VISTA, or National Teacher Corps, or their successor organizations. Upon returning, the teacher will be credited with a maximum of two (2)

annual increments on the salary schedule, if such experience increments were granted during the leave, determined by the length of the leave. Duration is for the term of the commitment.

d. Educational - Granted to a teacher who is pursuing further study involving college credits. No experience increments will be recognized for the term of the leave. Credits earned during the leave will be considered for salary advancement under Article XIV.

e. General - May be granted to a teacher who wishes to have a year's hiatus from teaching for any reason. No experience increments will be recognized for the term of the leave. Duration is for one (1) year.

f. Extended General - May be granted to a teacher who has a minimum of fifteen (15) years experience in the District to have a one to three (1-3) year hiatus from teaching for any reason and is renewable for up to three (3) additional years. Assuming the teacher is still properly licensed to teach upon return, the provisions of Paragraph E.1 and E.2 shall apply.

7. Categories of Extended Leaves (Paid):

a. Exchange Teaching (This clause applies to teachers within the District exchanging positions with teachers from outside the District) - May be granted to non-probationary teachers who have an exchange teaching assignment of one (1) year provided an acceptable person can be found with whom an exchange can be arranged. The teacher from the District shall be paid a salary and benefits as though on duty in the District, however, benefits will be provided only if the teacher on exchange leave does not have insurance in the exchange location and the District is not required to provide insurance to the teacher coming to the District on the exchange program, i.e., the District will not be required to expend any money for compensation and benefits that are over and above that which it would have been required to pay had no exchange occurred. Credit on the salary schedule shall be given for the time spent in exchange teaching.

b. Sabbatical - Any teacher who has completed at least six (6) full school years of service in the District shall have the right to apply for a Sabbatical Leave. The teacher's present school year shall be included when determining the six (6) years of service. This leave shall only be granted for college or university study or for other pursuits of educational value to the District. No more than one percent (1%) of the teaching staff shall be on this type of leave at one time. Pay shall be sixty percent (60%) of the salary the teacher would have received if actively teaching. The teacher shall also receive full credit for salary advancement and PERA payments, as well as all insurance benefits will be provided on a pro-rated basis, as if actively employed. Application shall be submitted to the Joint Committee on Sabbaticals, which shall consist of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association. This Joint Committee shall make recommendations to the Board at its second meeting in February. The Joint Committee shall judge applications on the following factors:

- (1) the long range professional goals of the applicant;
- (2) how the applicant's plan fulfills such long range professional goals;
- (3) the benefit of the plan to the District;
- (4) the benefit of the plan to the teacher's current assignment;
- (5) the benefit of the plan to the teacher's future assignment(s).

The Board retains the right to grant or deny sabbatical leaves for financial reasons.

Teachers shall be expected to return to the District for at least two (2) years immediately following the leave. If they do not, they shall reimburse the District on a pro-rata basis for all salary, insurance and PERA benefits paid during the leave. Teachers returning from this leave shall be assigned in accordance with Article IX.E.2.

F. SPECIAL LEAVES

1. Association - Teachers may be released when the Association requests such time in advance. Days shall be paid by the Association if the teachers are doing work that is not of a direct educational nature; split with the District if the work is of mutual benefit to the parties; or paid by the District if the work is in pursuit of District goals as established by past practice.

2. Association Leader - A leave of absence without pay shall be granted to no more than two (2) teachers for up to one (1) school year for the purpose of engaging in Association activities. Upon return from such leave, each teacher shall be granted credit on the salary schedule and seniority credit as if he/she had remained continuously employed in the District.

3. Administrative - Before a teacher is placed on administrative leave, with pay, for the purpose of investigation, the teacher shall be given the basic reason why the investigation is necessary when possible, and be given the opportunity to respond.

4. Inclement Weather - May be granted by the Superintendent because of inability to attend school as a result of inclement weather or other unusual circumstances. No more than five (5) days per teacher may be granted annually and compensation for these days shall be at the individual's salary rate minus the substitute's pay.

**ARTICLE X
TEACHING CONDITIONS/ASSIGNMENTS**

A. TEACHING CONDITIONS

1. Required Days

The school calendar determines those days during which a teacher is required to perform assigned duties without special compensation. The school year will be based upon the calendar with the understanding that the school calendar is subject to emergency changes, but that such changes shall not affect the total number of work days required, that is for school year 2007 – 2008 one hundred eighty-five (185) days, and up to three (3) additional days for teachers new to the District.

2. Normal Work Week and Day

a. The Board and the Association recognize that a teacher's professional and primary responsibility and obligation is to teach, and that his/her energies should be utilized to this end. Therefore, non-teaching requirements shall be kept to a minimum.

b. The normal work week for teachers shall not exceed thirty-five and one-half (35 1/2) hours per week excluding the lunch periods.

c. Teachers shall have a continuous duty-free lunch period of at least thirty (30) minutes.

d. Teachers have the right to leave the school during the duty-free lunch period, except in the case of an emergency when teachers may be asked to remain in the building. Teachers may leave the school during the preparation, planning or conference periods upon prior notice to the principal or designee if their duties would be better served than by remaining at school. Teachers may be asked to sign in and out at any time during the normal work day.

3. Teaching Duties

Secondary teachers may be required to instruct students for 1,375 minutes of any normal work week.

- a. A time equivalent to one-fifth ($1/5$) of the high school instructional assignment shall be reserved for each teacher's planning and conferences. The computation of the 275 minutes per day and the planning time equivalent may be based upon minutes per year. Required instructional time for part-time teachers shall be appropriately prorated.
- b. Following the Middle School Model per the 2000 Mill Levy Override language, middle school teachers shall have two equal planning periods per day, one individual and one team planning.
- c. Elementary school teachers shall have at least forty-five (45) minutes of uninterrupted time during the normal student contact day for planning and conferences. To allow for flexibility in scheduling, a staff may collaboratively decide to increase or decrease the number of minutes of planning time per day as long as there is approximately thirty-three (33) hours of planning time per quarter of the instructional year which shall be distributed proportionately throughout the quarter. The number of hours of planning time per instructional quarter will vary depending on the number of student contact days in the school calendar but will be no less than an average of forty-five (45) minutes per student contact day. This planning shall not include that time created by the 1/2 day releases. Within the parameters of district-wide scheduling needs, the scheduling of such time shall be developed collaboratively at the building level using certified PE and Music Staff and other resources assigned by the District to provide the planning time. So long as the Board of Education maintains a school calendar which calls for two or more early release days per month for staff development and planning, one half ($1/2$) day per month resulting from such early student release, will be granted to elementary teachers for team planning regarding staff development issues and to facilitate the implementation of the District's Strategic goals.

(1) When any other teacher is in charge of an elementary school teacher's class, the regular teacher may leave the classroom and utilize that time as additional planning time or for other professional purposes such as consultations with parents or personnel providing itinerant or special services.

(2) A recess period of at least ten (10) minutes shall be provided to each elementary school K-5 each half day during which a class does not participate in special classes. The principal and staff of each elementary school may use collaboration to schedule recess periods in any other manner.

d. All schools will collaboratively develop release time in their schedules for professional work, growth and renewal, and involvement (such as collaboration, planning, record keeping, staff development, wellness, community interaction, committee work, partnerships, grant writing, collegial groups, faculty meetings, open houses, professional learning communities, and continuous quality improvement goal teams).

e. Substantive changes in scheduling or staffing patterns shall be collaboratively developed. The parties recognize the value of collaborative planning and input at the building level with respect to new initiatives.

f. Other than during the first two (2) weeks of the school year, a teacher shall not normally be required to attend more than two (2) faculty meetings during any one (1) month where such meetings either extend beyond the school day or interfere with planning time assured to teachers under Article X.A.3.a and Article X.A.3.b and Article X.A.3.c. Such meetings shall not normally last more than one (1) hour and fifteen (15) minutes beyond the dismissal of school. The teacher may, consistent with standards of professional conduct, express his/her honest opinion at such meetings with respect to topics under discussion, provided any such expression shall be limited as to time so as not to interfere with timely completion of the meeting.

4. Professional Non-Teaching Duties

a. The extent to which a teacher is assigned to non-teaching duties (such as, but not limited to, recess

supervision, playground supervision, and bus duty) shall not exceed an annualized average of 300 minutes per twenty (20) consecutive school days for each teacher.

b. Supervision of students at after-school activities beyond those required in this Agreement shall be on a voluntary basis. Each teacher shall, upon request, be provided two (2) complimentary tickets to all student activities that take place within the school where the teacher works or activities that are a part of the schedule of regular events for that particular school. In addition, each school year, teachers shall upon request be provided a District Athletic Pass which will admit the teacher and one (1) other person to all District home athletic events, except hockey and Colorado High School Activities Association sponsored play-off games.

c. Teachers shall not be required to transport students.

d. Paragraphs 4.a and 4.b shall not apply where a teacher receives a stipend for a regularly assigned duty or responsibility or where a teacher has non-teaching duties as part of the regular schedule.

5. Emergencies

Emergencies such as power failures, extreme weather conditions, etc., may arise which endanger the safety of students. In such instances, teachers are expected to assist by performing such non-teaching duties as are necessary to protect students without regard to the limitations contained in this section, and such actions shall not violate this Agreement.

6. End of Quarter Conferences

Prior to parent-teacher conferences, the principal shall consult with the faculty and establish the time for such conferences, provided that no school shall schedule more than one evening for such conferences at each scheduled conference time, except following collaboration. Teachers shall be provided with an equivalent amount of time off during the normal school day for time spent in such evening conference(s). Teachers may have conferences scheduled five minutes apart if requested.

7. Teachers Serving As Substitutes

- a. Teachers may only be required to serve as substitutes in cases of emergency and in cases of staff absences because of field trips or other school activities of two (2) hours duration or less. When serving as a substitute, a teacher shall be compensated for all time involved as established in Article XV.A.5.
- b. When one teacher arranges for another teacher to conduct his/her class, the District shall not be responsible for any compensatory payment. In all such instances, the teacher originally responsible for the class shall advise the principal in advance.

B. TEACHING ASSIGNMENTS

1. Certification for Assignment

The Board and the Association recognize that teacher certification requirements are established by the State to assure minimal standards of teacher preparation and that failure by the school system to secure, for initial employment, persons meeting minimum State certification requirements reduces the quality of education and the status of the teaching profession. Therefore, except in emergencies, in order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study for more than two (2) consecutive semesters.

2. Equitable Distribution

In establishing the teacher's schedule assignment, the teacher shall have an equitable distribution of scholastic abilities within his/her s-schedule assignment if he/she so desires. Schedules will be arranged in each school so as to provide an equitable number of preparations per teacher.

3. Changes in Grade or Subject Assignment

Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools are the responsibility of the principal, but must be in

accordance with Article X.B.1. Affected teachers shall be consulted as soon as practicable before any change in assignment is made.

4. Notification of Assignment for the Next School Year

a. Teachers shall be notified in writing not later than one week prior to the last teacher work day of their anticipated programs for the coming school year, including the schools to which they are expected to be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have. In the case of unanticipated changes, teachers shall be notified in writing as soon as possible.

b. Teachers who are transferred to a different building after the first day of school will, if they so request, be entitled to obtain substitute assistance for three (3) days to enable them to prepare for their new assignment.

c. If, after the first day of school, an elementary teacher (K-5) is reassigned, then, if such reassignment is from intermediate to primary or vice versa, he/she will be entitled to obtain the same substitute assistance set forth above, otherwise he/she will be entitled to obtain two (2) days of substitute assistance.

5. Teacher on Special Assignment

The designation of teacher on special assignment shall be defined as any teacher who voluntarily accepts temporary assignment to administrative or other duties. Teachers on special assignment shall remain members of the bargaining unit.

6. Teacher Assigned to Two or More Schools

a. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

b. A teacher who is regularly assigned to two or more schools and is required to use his/her automobile for transportation between schools will be reimbursed at the

current mileage rate allowed by the Board. Fifteen (15) minutes shall be the minimum time allotted for a teacher to travel from one assignment to the next, with employee safety and travel conditions being of primary consideration in determining appropriate travel time between sites.

c. No teacher shall be deprived of his/her full lunch or planning time allotment as a result of being assigned to and traveling between two or more schools.

7. Library Technology Educators

Persons serving in the position of Library Technology Educator (LTE) or the equivalent position will have a regular work year with an additional ten (10) days which may be flexibly assigned during a time period commencing ten (10) work days prior to the commencement of the school year and ten (10) work days following the end of the school year. Except in emergency situations scheduling of these extra duty days will be completed by the end of the semester prior to the semester in question. Additional work days beyond the regular contract year will be paid at the Library Technology Educator's per diem rate.

The LTE will be guaranteed at least a continuous thirty (30) minute duty free lunch and planning time equal to that provided for in Article X.A.3.b for teachers at their work site. In addition to individual planning time, Middle School LTE's will receive a team planning time for the purpose of collaboratively planning with other teams. Such planning time will be appropriate to the position and planning time may be based upon minutes per year and need not be in consecutive minutes or at a specific time each day.

8. Literacy Resource Teachers

Persons serving in the position of Literacy Resource Teacher (LRT) will have a regular work year with an additional ten (10) days which days may be flexibly assigned during a time period commencing six (6) work days prior to the commencement of the school year, and five (5) work days following the end of the school year. These additional work days will be flexibly distributed based on collaboration and guided by instructional needs.

Additional work days beyond the regular contract year will be paid at the Literacy Resource Teacher's per diem rate.

The LRT will be guaranteed at least a continuous thirty (30) minute duty free lunch and planning time equal to that provided for in Article X.A.3.b for teachers at their work site. In addition to individual planning time, middle school LRT's will receive a team planning time for the purpose of collaboratively planning with other teams. Such planning time will be appropriate to the position and planning time may be based upon minutes per year and need not be in consecutive minutes or at a specific time each day.

The LRT is not an administrator and shall not provide input into the performance evaluation of a teacher under Article XII, Teacher Evaluation.

9. Summer School

a. Announcement of summer school and possible openings for teaching positions shall be adequately published in each school from April 30 to May 10. Teachers who are interested in teaching in summer school must submit a letter of intent to the Division of Human Resources by May 10. Teachers who are employed shall be notified no later than May 15. Additional staff may be employed at the close of summer school registration, should this become necessary. Openings in all summer school positions shall be filled first by teacher applicants already employed by the District.

b. In filling summer school positions, consideration shall be given to a teacher's area of competence, major and minor fields of study, and teaching experience.

c. Implementation of new summer school initiatives/ programs that have received prior District approval shall be pursued collaboratively with the teachers and personnel participating in the initiative/program where such teachers and personnel have been identified in advance so as to permit their involvement in the implementation process.

ARTICLE XI PROFESSIONAL RIGHTS AND RESPONSIBILITIES

A. NEW TEACHER ORIENTATION

Teachers newly hired by the District at the beginning of the school year shall be offered a comprehensive group orientation to the District and the building, including facilities, resources, policies, and procedures. In connection with the orientation, the Association will participate in planning the orientation and will be provided time of approximately two (2) hours to address new hires on issues of the Association's choosing (reasonably agreed upon by the Association and the District) pertaining to their introduction to the District. If there is insufficient time within the normal day for the District to discuss items it deems pertinent and to discuss items the Association deems pertinent, the orientation may be extended beyond the normal work day.

B. ACADEMIC FREEDOM

The appropriate exercise of academic freedom is essential to the fulfillment of the purposes of the District. The actions of an individual teacher in carrying out an educational program appropriate to the curriculum can properly involve controversial issues which may be questioned, provided both the issue and the treatment of the issue are within the range, knowledge, maturity and competence of the students. It is the teacher's responsibility to bring out various sides of controversial questions that would allow the student to make an educated judgment. The teacher has the right to express his/her opinion, but in doing so it is important that the students understand that it is the teacher's own opinion and is not to be accepted as an authoritative answer. When discussing controversial issues, the student has the right to have free access to relevant information, including materials that circulate freely in the community; to study under competent instruction in an atmosphere of freedom from bias and prejudice; and to form and express his/her own opinion on controversial issues without thereby jeopardizing his/her relationship with the teacher or the school. Teachers are assured of the support of the District when the actions of the teacher are in accord with the law and the terms and provisions of this Agreement. Furthermore, no teacher will be subject to disciplinary action for teaching controversial issues when his/her conduct is the result of the exercise of reasonable professional judgment by the teacher.

C. DISTRICT-WIDE CURRICULUM DEVELOPMENT/ EVALUATION

The Board is ultimately responsible for curriculum throughout the District. Curriculum shall be developed by professional staff with input from the community. Substantive curriculum changes shall be critiqued and developed by practicing teachers. All curriculum committees shall contain a majority of practicing teachers. Educational programs which are not part of the regularly developed curriculum shall be implemented only after consultation with the teaching staff so that input from all affected personnel can be gathered and considered. Such programs shall be evaluated at the end of each year by the involved teaching staff.

D. RESPECT FOR THE PROFESSION

1. Kindergarten Teachers

All services shall be made available to kindergarten teachers and students on the same basis (that is, proportionate to the amount of time such students attend school) as they are available for teachers and students, grades one through five, in that same building. Such services include, but are not limited to, hearing tests, speech/language services, field trips, testing services, etc. At buildings where full-day kindergarten is determined to be feasible, the implementation of such program will be pursued collaboratively by the affected staff and school community.

2. Nursing and Paraprofessional Staff

Except in any bona fide emergency, teachers, other than pre-school, shall not be required to provide other than minor nursing, medical or personal hygienic care to students. Toileting needs of identified special education students will be assigned to an aide where such resources are available. No language in this provision shall impair the delivery of necessary services to identified special education students. This provision does not apply to nurses.

3. Supervision of Non-Certificated Personnel/Volunteers

When non-certificated personnel are assigned to, and/or volunteers are used in the classroom, instruction will be

directed by the certificated teacher, who shall supervise the activities of such personnel.

4. Notification of Expiration of Teaching Certificate

The District shall on each status report, issued annually to teachers, include the date of expiration of that teacher's teaching certificate.

E. FACILITIES, MATERIALS AND SUPPLIES

1. Professional/Personal Needs

The Board shall provide to teachers the following items:

- a. An accessible space in which each teacher may store instructional materials and supplies.
- b. An accessible space with a lock in which a teacher may store personal belongings.
- c. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials, (may be multiple-use area).
- d. A serviceable desk and chair for each teacher, or in the case of itinerant teachers the use of a serviceable desk and chair.

2. The Board shall provide to teachers the following items as far as financially feasible:

- a. Well-lighted, clean and conveniently located teacher restrooms separate for each sex and separate from the students' restrooms.
- b. The District shall honor a request by a teacher, as soon as reasonably possible, for a key to his or her classroom(s) and/or work area, and will check out to a teacher for the entire school year a key to at least one classroom to which he or she is regularly assigned so that the teacher can pursue work related activities during non-standard hours of building operation.
- c. Pending finalization of an electronic access system throughout the District, teachers shall have access to

their classrooms or work areas on a work-related basis. Without disrupting present practice at buildings that allow freer access, teachers wishing to gain entry to their buildings during non-work hours shall make arrangements with the building administration by employing a collaboratively developed plan which will include a check-out system for building keys. In events when the building administration cannot be contacted to provide accessibility, a teacher shall make arrangements with the District Security Department. Teachers may reactivate the building alarm system themselves or call the District Security Department. Access to buildings will not be available between the hours of 11:00 PM and 5:00 AM. An explanation of the building access procedure will be provided to teachers at the first staff meeting of the school year.

d. In planning the construction of new buildings or the remodeling of old buildings, both lunchroom and parking facilities for the use of the teaching staff should be given consideration.

e. The District agrees to address, in conjunction with its Five-Year Capital Spending Plan, being able to provide a telephone for use by staff in a location separate from unwanted contact with staff and students.

3. Provision for Special Purchase of Instructional Materials

Each school shall be allocated a fund through their budget account to be used for purchase of instructional materials that are not otherwise readily obtainable by the teachers. Each teacher may request of the principal authorization for such items as specially needed in his/her class. The professional staff shall be informed of the fund and an account of expenditures and balance shall be posted on the Association bulletin board quarterly.

4. Use of Technology

The staff at each school shall attempt to resolve any differences regarding how best to utilize any new technological resources that are provided by the District.

F. ASSISTANCE FOR CAPITAL IMPROVEMENT MOVES

Building staff affected by capital improvement projects shall be provided with the following:

1. Storage space for personal and District materials.
2. Boxes, tape, marker and labels.
3. Contracted movers to do all labor other than packing and unpacking

Additionally, the building staff will meet collaboratively to review the time necessary for teachers to adequately break down and set up classrooms. For capital projects that require teachers to move classrooms off-site, up to four (4) days without students shall be granted for such activities if deemed necessary by the building staff. In other cases, up to two (2) days without students shall be granted for such activities if deemed necessary by the building staff, and up to two (2) additional days may be recommended. Time beyond four (4) days may be requested as necessary. By way of example and not limitation, any such days may be provided in one or combination of the following ways: close school and add minutes; hire substitute teachers; work evenings or weekend(s) at the applicable per diem rate. All recommendations will be made in conjunction with the Building Development Advisory Committee to the Program Steering Committee and shall have a written rationale supporting the recommendation. This Article XI.F will sunset effective June 30, 2000.

G. SPECIAL EDUCATION PROGRAM

Without restricting the right of the Board to change policies, since there are presently no District-wide policies or practices for the full inclusion of all or substantially all special education students into the regular education classroom or process, there shall, subject to the requirements of law, be a continuum of alternative placements made available to meet the needs of students with disabilities. This continuum may include, but not be limited to, instruction in regular classes; instruction in special classes or schools; home instruction; and instruction in hospitals or institutions.

ARTICLE XII TEACHER EVALUATION

A. PURPOSE

Evaluations shall serve as a basis for the improvement of instruction, enhance the implementation of programs of curriculum, serve as the measurement of satisfactory performance for individual certificated personnel, serve as documentation for an unsatisfactory performance dismissal proceeding under Article 63 of Colorado's Statutes, serve as a measurement of the professional growth and development of certificated personnel and measure the level of performance of all certificated personnel with the District.

B. ORIENTATION

Each principal shall be responsible for acquainting the teachers under his/her supervision with the formal evaluation procedure. This shall include providing teachers a copy of the current evaluation form(s). No formal evaluation shall take place until an orientation to the formal system has taken place. Teachers assigned to more than one building shall have a home school designated by the Division of Human Resources and that principal shall be responsible for the orientation and evaluation of such teachers.

C. TIMELINES

1. Orientation will be within the first three (3) weeks of the first quarter, except for new hires, whose orientation will occur within their first three (3) weeks of employment.
2. Formal observation (minimums)
 - a. Probationary - once during each of the first two (2) quarters.
 - b. Non-probationary - once before the final summative conference.
3. Conferences - will be held within ten (10) days of the observation.
4. Notice of Deficiencies - issued within ten (10) days of the conference.

5. Remediation Plan - shall be written and issued within ten (10) days of a Notice of Deficiencies.
6. Review Conference - will occur during the school year for non-probationary teachers in years they are not formally evaluated.
7. Summative Report - on or before the last work day in April.
8. Notice of Evaluation Cycle - for those placed on out-of-cycle evaluation will be given prior to the last work day in May.
9. Failure to comply strictly with the time deadlines set forth in Article XII shall not invalidate an evaluation unless such failure is prejudicial to the teacher.

D. SCOPE

All probationary teachers shall have a formal evaluation annually. Non-probationary teachers shall have a formal evaluation every three (3) years, commencing with their fourth year with the District. A principal may place a teacher on formal evaluation outside of the three-year cycle. This notice will be given to that teacher, in writing, and will specify the reasons for that evaluation. Proper notification will be given to that teacher in accordance with the adopted District form and the timeline listed in Section C above. Nothing in this Article shall interfere with the Board's right to terminate a probationary teacher pursuant to Colorado law.

E. OBSERVATIONS

Formal observations shall be at least thirty (30) minutes in duration and shall be conducted openly and with the knowledge of the evaluatee. They may be unannounced or prearranged; however, at least one (1) observation will be prearranged if requested by the evaluatee.

F. CONFERENCES

1. Observation Conference - The observed activity will be discussed along with applicable Performance Criteria and any other related information either individual believes to be proper for inclusion. If deficiencies are noted, the evaluatee shall receive a properly completed "Notice of Deficiencies" form.

2. Review Conference - The Performance Criteria selected by the evaluatee and those selected by the evaluator shall be discussed. The Review Conference form is a written summary of this conference.

3. Summative Evaluation Conference - The conference focus is on the overall performance of the evaluatee. Examples of evaluatee's performance in each of the Performance Criteria headings are written on the Summative Evaluation, which may include documentation provided by the evaluatee. The report will be reviewed with the evaluatee.

G. REMEDIATION

A remediation plan to correct the deficiencies stated on the Notice of Deficiencies will be developed by the evaluator and evaluatee and will include observable improvement activities for the evaluatee to perform, as well as a timeline within which these improvements should occur. If indicated, resources and assistance provided or recommended by the District will also be stated on the plan. The evaluatee may invite a representative of the Association to participate in the conference(s).

H. OTHER CONSIDERATIONS

1. The District may assign an individual to an out-of-cycle evaluation by issuing a properly completed "Notice of Evaluation Cycle" form to that individual as outlined on the form and in Section C.

2. The District may assign another evaluator(s) to review the performance of a teacher at any time during the evaluation process. A teacher proposed for a Remediation Plan has the right to request and be given a second evaluation by a different District evaluator prior to the implementation of the Remediation Plan. The District evaluator will be selected by the teacher from a list of fifteen (15) evaluators generated by the Division Head of Human Resources. This list will be updated for each selection.

3. All forms adopted by the Board as a part of this procedure are made a part of this Agreement and are subject to the provisions herein.

I. SATISFACTORY/UNSATISFACTORY PERFORMANCE

Satisfactory performance - The measured performance meets the expected performance level in each of the Performance Criteria categories (teachers - five; nurses - four; media specialists - four; school psychologists - five; social workers - five; counselors - six) as evidenced by documentation on the Summative Evaluation Report. The support categories will be considered for satisfactory performance and are not intended to be used as a check list. Appropriate documentation will be made where deficiencies are observed.

Unsatisfactory Performance - Opportunities for correction have been provided and performance does not meet the standard identified above for satisfactory performance.

ARTICLE XIII

STUDENT DISCIPLINE

A. INTRODUCTION

The Association and the District believe that effective student discipline is a prerequisite for sound educational practice and academic achievement. The Association and District are committed to the creation of an atmosphere in schools, which is safe, conducive to the learning process, and free from unnecessary disruption. Within that context and limits established in law, policies and practices concerning discipline are intended to be responsive to the level of discipline infraction and to foster cooperation and collaboration among students, parents, administrators, teachers and other staff members, local law enforcement agencies, and the community at large in order to meet these goals.

B. DEFINITIONS AND PROCEDURES

The District and the Association recognize the importance of the role of the Discipline/School Safety Task Force in reviewing issues involving student discipline on an ongoing basis. The Task Force will have the further responsibility and authority to review District policies and procedures and to make recommendations regarding the modification or enhancement of such policies and procedures. If the Association believes that policies, procedures or regulations regarding student discipline are not being properly followed, it may grieve such matters under Article VII.

C. STUDENT DISCIPLINE REFERRALS

All building staff shall use a Student Discipline Referral Form developed by the Discipline/School Safety Task Force. Such form(s) shall be developed and adopted by August 15, 1998.

D. SITE GUIDELINES

Each building staff shall establish student discipline guidelines for the building, which support and are consistent with the

District policies and procedures and which are consistent with the Master Agreement. Development of these guidelines shall be a collaborative process, which shall be completed by May 15 prior to each school year. These guidelines may be changed or amended collaboratively at any time during the school year. In cases where a change in these guidelines is necessary for compliance with legal requirements, the guidelines may be amended by the principal, but any such changes will be subject to review through the annual collaborative process referred to above, which is to be completed by May 15 of each school year.

E. STUDENT DISCIPLINE INFORMATION

1. Teachers shall be expected to follow District and building guidelines and actively enforce school rules and regulations. The District Policy Manual is available to each teacher in each school. A teacher may request the most recent copy of the Student Conduct and Discipline Code Handbook and it shall be provided.

2. A teacher carrying out assigned duties and responsibilities in disciplining students shall, if safety concerns permit, first make an attempt to correct the situation through verbal communication. If such verbal communication does not prove adequate, force as is reasonable and necessary may be used, if in the judgment of the teacher, such force will provide for the safety of others:

- to restrain a student from an act of wrong-doing;
- to quell a disturbance threatening physical injury to others;
- to obtain possession of deadly weapons;
- for the purpose of self-defense;
- for protection of persons or property; or
- to maintain the safe and orderly environment within the school setting.

Restraining force will not be used as punishment. A teacher or any other person acting in good faith and in compliance with the discipline code policy adopted by the Board shall be

immune from civil liability unless the person is acting willfully or wantonly. It is an affirmative defense in any criminal action that a person is acting in good faith and in compliance with the discipline code.

3. The parties recognize that student discipline requires the joint effort of teachers, administrators and Educational Support Professionals. No teacher will be retaliated against because of his or her involvement in processing/reporting disciplinary actions. This will not impair the right of principals or his or her designee to counsel with a teacher(s) regarding his/her actions regarding student discipline or require compliance with applicable procedures.

4. Students receiving documented Level II referrals involving classroom misconduct during the school day, will be returned to the classroom only after consultation with the teacher making the referral or providing an explanation to such teacher of the disciplinary action taken. In addition, a student's elementary classroom teacher should be notified by the principal or their designee that their student has received a Level II referral from any other staff member.

5. On occasions when the principal is unavailable to administer discipline at the elementary school, he/she shall appoint a designee who is on premise or available by phone to address disciplinary issues and promptly arrange for the administration of discipline. The name of such designee shall be available at the school office.

F. STAFF PERSONAL SECURITY AND SAFETY

The following procedures shall be followed in instances of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or alleged criminal offense by a student directed toward a teacher or school employee. These same procedures shall be followed in instances of damage by a student to the personal property of a teacher or school employee occurring on school district premises, on school vehicles, or at school activities.

1. The teacher or employee shall notify the principal regarding the incident as soon as possible.

2. The teacher or employee shall contact the local law enforcement agency to report the incident.

3. The teacher or employee shall follow up and file a written report with the principal, the Superintendent's office, and the Board.
4. The principal shall assure that the local law enforcement agency has been contacted, shall conduct an informal hearing after receipt both of the report and adequate proof of the charges, and shall suspend the student for at least three days but no more than ten days with the possibility of further disciplinary action in accordance with established procedures.
5. The Superintendent may initiate procedures for the further suspension or expulsion of the student.
6. A copy of the Student Conduct and Discipline Code Handbook shall be distributed to each student and posted in each school building.

G. STUDENT DISCIPLINE INFORMATION

The District agrees that upon its receipt of any of the following information regarding a student, such information will be placed in an appropriate student file and immediately thereafter a teacher who has such student(s) in his/her class will be notified on a confidential basis so that they may review such information:

1. Remedial discipline plan;
2. Information from the Serious Habitual Offender Directed Intervention (SHO/DI) program;
3. Any list of names provided by the El Paso County District Attorney's office concerning students who have been charged with crimes of violence in El Paso County;
4. Discipline records from schools outside the District in which the students were previously enrolled;
5. Behavior Improvement Plan (BIP).

Each building will designate an administrator who is responsible for providing such information to teachers. This information will be held in confidence by any teacher who reviews the information and is intended only to enable the

teacher to better provide for the safety of other students, as well as his/her personal safety.

H. STAFF TRAINING

Teachers shall be provided training regarding student discipline policies, procedures and methods which may be expanded to include skill module opportunities.

ARTICLE XIV SALARIES

A. ADDITIONAL DAYS

The District and the Association agree that the District Calendar Committee shall be charged with the task of adding one (1) additional teacher contract day per year for the five (5) consecutive school years, beginning with the 2006 – 07 school year. The District and the Association further agree that each additional teacher contract day shall be compensated at the per-diem rate from outside the negotiations parameter established in Section B, Base Salary, below. At least one of these days shall be designated as a teacher work day. The other four days will be student contact days. The addition of any such teacher contract day to the teacher contract shall require approval by the Board of Education, both in the approval of any school calendar with an added day, and appropriating, for the specific purpose of funding, the cost of any additional day in the annual district budget.

Following the adoption of a calendar, which includes the additional days set forth above, there shall be no less than four (4) days designated as teacher work days in the calendar. These days shall occur at the beginning and end of the school year, at the end of the first quarter and between semesters.

B. BASE SALARY

Appendix B of the Master Agreement (the Teachers' Salary Schedule) establishes a base salary of Twenty-Nine Thousand, Sixteen Dollars (\$29,016). Monthly checks issued for August 2008, through July 2009, shall be based upon this Salary Schedule.

Not less than once a school year, and for the first time in October, the District will provide information regarding placement on the Teachers' Salary Schedule to each individual teacher.

The foregoing payments will constitute the entire annual base salary for teachers for the 2008 – 2009 school year. For those teachers who leave the District, their final pay will be adjusted so that their total compensation received equals the amount

earned based upon the proportion of the 185 teacher contract days such departing teachers have actually worked.

For school year 2009 - 2010 a parameter of ninety percent (90%) of the net new money from the School Finance Act, as it implements Amendment 23, (in addition to teacher differentials) will be established. Teachers will participate in such parameter based upon the ratio of teacher compensation to total compensation for all employees. However, in the event that ninety percent (90%) of the net new money from the School Finance Act is zero or a negative value, the Association shall not be bound by the establishment of this parameter with respect to negotiations of compensation for school year 2009 - 2010. Instead, both parties will be free to negotiate a compensation package as if no parameter has been established under this Article XIV.

In accordance with the requirements of Article X, Section 20 of the Colorado Constitution, this parameter of ninety percent (90%) depends upon its appropriation by the Board of Education for the budget applicable to the 2009 – 2010 school year. Net New Money shall be defined as the projected increase in total program revenue less the increases required to fulfill the following state and local mandates: charter schools, instructional supplies and materials, capital reserve fund and risk fund allocation, TABOR Emergency Reserve and any such new mandates as required by legislation.

C. EXPERIENCE INCREMENT

The granting of an experience increment (vertical step) shall take place as of the first (1st) teacher work day of the new school year.

D. EDUCATIONAL INCREMENT

1. Effective the first (1st) teacher work day of the new school year, each teacher shall be granted the educational increment for which he/she qualifies (see Paragraph 2.g below) for all steps as noted in the applicable Salary Schedule Appendix. An increment is defined as sixteen (16) semester hours of credit.

2. Credit hours that apply are:

- a. Undergraduate course credits that have been taken to meet the definition of Highly Qualified Teacher under ESEA (Elementary and Secondary Education Act) or credits that have been given prior approval by the Executive Director of Human Resources;
- b. Graduate course credits;
- c. District Eleven or other districts' comparable professional (in-service) education taken while a District 11 employee; or Colorado Department of Education credits as approved by the Executive Director of Human Resources for Salary Schedule advancement. One (1) semester hour of professional credit will be granted for each sixteen (16) hours of regularly scheduled workshop, special class or institute that is satisfactorily completed. Any other credits (in quarter/semester hour units) will be granted proportionately.
- d. All credits other than as set forth in D.2.c above submitted for Salary Schedule advancements must be earned at an accredited college or university;
- e. If a teacher has had a course(s) previously accepted for advancement on the Salary Schedule, such course(s) remain acceptable for any horizontal classification for such teacher, even after an advanced degree is earned;
- f. Increment credit for taking courses which involve primarily television or video viewing, correspondence work, independent study, distance learning and/or other alternative methods of instructional delivery must be approved by the Executive Director of Human Resources;
- g. A completed application for horizontal advancement on the Salary Schedule with documentation verifying successful completion of requirements shall be made to Human Resources on or before the first day of each month for course work completed on or before such date. Payment for such advancement shall begin the month following the application and shall be prorated for the remainder of the school year.

E. CAREER INCREMENT

1. A year of service for the purpose of career increment shall be defined as a year of full-time employment in a bargaining unit position in the District. Teachers contracted for half time (i.e., one-half (1/2) the workday for a full year or full-time for one-half (1/2) the work year) shall receive one-half (1/2) year service credit.
2. Effective the first (1st) teacher work day of the school year, each teacher shall receive a career increment after fourteen (14) years of service with the District. The career increment shall be the same amount as the experience increment.
3. Effective the first (1st) teacher workday of the school year, each teacher shall receive a double increment after twenty-five (25) years of service with the District. This double increment shall have the value of two (2) experience increments. There is a maximum of three (3) career increments.

F. RECOGNITION OF PREVIOUS EXPERIENCE

A newly-hired teacher with no previous teaching experience will be placed on Step B of the Teachers' Salary Schedule in the appropriate column (except those with BA+48 through Doctorate will be placed on Step A). A newly hired teacher with one (1) through fourteen (14) years of previous teaching experience as a certified teacher may be placed on the appropriate step of the Schedule, on a one-step for one year basis (i. e. one year experience means placement on Step B; two years experience means placement on Step C; etc.) Previous teaching experience must be a full school year of full-time teaching or, one (1) year's experience will be granted for every two (2) years of half-time teaching experience, completed within the previous fifteen (15) years.

G. METHOD OF PAYMENT OR DEPOSIT

1. A teacher shall be paid in twelve (12) monthly installments (beginning with the September paycheck) over the contract year.
2. Additional compensation monies as defined in Article XV.B, D and E (excluding Student Overnight Supervision

compensation) will be paid with the December and June paychecks. Additional compensation monies as defined in Article XV.C will be paid at the completion of the coaches' duties as determined by the building principal and the District Athletic Director.

3. A teacher who works approved extra duty days after the end of the school year, but before his/her first (1st) work day of the following school year, shall be paid at his/her per diem rate in effect at the end of that school year. Thereafter, a teacher who works approved extra duty days shall be paid for those days at his/her then current per diem rate.

4. A teacher will have salary installments directly deposited into a financial institution of his/her choice on the first banking day of each month.

**ARTICLE XV
TEACHER STIPENDS
(ADDITIONAL COMPENSATION)**

A. DEFINITIONS

1. Index - A percent that, when multiplied by the Base Salary established in Article XIV.B. in effect on August 1 (Base Salary), will yield the annual stipend for that specific duty. All annual stipend amounts will be rounded to the nearest dollar. All hourly stipend amounts will be rounded to the nearest cent.
2. Extra Duty Day - A day for which a teacher is compensated at the per diem rate. These days must be previously approved, in writing, by the Superintendent. Teachers shall be compensated for each approved extra duty day.
3. Homebound Rate - is 0.082% of the Base Salary per hour.
4. In-service Instructor Rate - is a minimum of 0.11% of the Base Salary per hour.
5. General Hourly Rate - is 0.082% of the Base Salary per hour. It applies to teachers who are assigned to curriculum or instructional work outside the school day and individuals involved in staffings outside the school day as well as emergency substitutes. It is understood that if a class has to be divided and a teacher is asked to assume responsibility as an emergency substitute for ten (10) or fewer students, pay entitlements shall be reduced by 50%. This reduced general hourly rate shall not apply to teachers who are assigned students during non-instructional time in their day. When a teacher is assigned an entire class he/she will receive 100% of the hourly rate.
6. Summer School Instructors' Rate - The general hourly rate and may be set at a higher amount at the discretion of the District.

B. INSTRUCTIONAL STIPENDS

1. Vocational - Vocational Office Occupation Teachers -

Business Education, Distributive Education, and other credentialed teachers holding vocational credentials who are teaching vocational classes not covered under Trades and Industry shall receive 0.226% of the Base Salary per daily period per semester, to be paid in two (2) equal amounts with the December and June paychecks.

2. Staffings - Teachers will not be required, beyond normal contract provisions, to attend staffings beyond the work day or to attend staffings during their planning time or duty free lunch, except in instances in which the law would require such attendance. The administration will make every effort to schedule staffings within the teacher's work day and at times that do not conflict with a teacher's planning time or duty free lunch. After other options have been explored and it is determined that teachers are required by law to attend staffings at such times, they will be reimbursed at the full general hourly rate as specified in Article XV.A.5.

3. District Chairs

District Chairs shall exist for nurses, school psychologists, counselors, social workers, special education resource teachers, and communication specialists. Each is required to work four (4) additional contract days for the stipend. Compensation shall be at 6.4% index annually. The selection process for such District Chairs shall involve an interview committee, which includes Association representatives.

4. Senior High Chairs

Senior High Chairs shall exist for Art Education, Business Education, Consumer and Family Studies, English, Health Education, Industrial Technology, Mathematics, Music Education, Physical Education, Science, Second Languages, Social Studies, and Special Education. A Senior High Chair shall exist for Counseling at Senior High Schools that are not served by a Coordinator of Student Personnel Services. A Senior High Chair shall exist for English Language Learners at Senior High Schools that have a district mandated English Language Learner Program.

Senior High Chairs will be compensated for their extra duty time in the following manner:

If the department contains fewer than four (4) members, the Chair's compensation shall be 3.0% index annually and is required to work one (1) additional contract day for the stipend.

If the department contains from four (4) to fewer than nine (9) members, the Chair's compensation shall be 5.5% index annually and is required to work four (4) additional contract days for the stipend.

If the department contains nine (9) or more members, the Chair's compensation shall be 6.4% index annually and is required to work four (4) additional contract days for the stipend.

While membership in departments is generally determined based upon the number of full-time equivalents in the department, if a department has thirteen (13) or more teachers (based on head-count) teaching in the department, the Chair shall receive one (1) release day per quarter for the purpose of conducting departmental business.

Any teacher who served as a Senior High Chair continuously since the 1994-95 school year and serves in the same capacity during the current school year shall not have his/her stipend or additional contract days reduced, regardless of the number of teachers in his/her department.

5. Middle School Leadership

Each Middle School will be provided a sum equal to 45% index annually for the stipend positions listed below for work required to be performed outside the normal workday. These funds will not be used to subsidize programs in the building. Positions, duties and compensation will be developed by the principal and the staff through the use of collaboration. Middle School chairs, representatives, level coordinators, and grade level team leaders may include, but not be limited to, English, English Language Learners, Mathematics, Science, Social Studies, Sixth

Grade, Art, Business Education, Second Languages, Industrial Technology, Library Technology Educator, Music Education, Health Education, Consumer and Family Studies, Physical Education and Special Education.

6. Individuals who must travel as a result of their stipend position(s) shall receive mileage at the rate established by the Board for attending District meetings.
7. Fine Arts
The following indexes will apply:

POSITION	SR. HIGH	MIDDLE	ELEM.
Art Production	1.30%	NA	NA
Band Director	10.40%	3.05%	.5% perf. w/1%max.
Dramatics greater than 2)	7.20%	(Add 1.00% for each performance greater than 2)	
Forensics	9.60%	(10.40% if more than 10 meets)	
Orchestra Director	5.20%	1.50%	.5% perf. w/1% max
Vocal Music Director*	7.00%	(10.40%)3.05%	.5%/perf. 1.00% max
Honors Music Groups	N/A	.5%/gp 1.00% max	.5%/gp 1.00% max

(*The index determination shall be made by the District's Supervisor of Fine Arts after consultation with the teacher and principal involved. The determination shall be based upon activities and responsibilities of the vocal music teacher in comparison with those of band directors.)

C. ATHLETIC STIPENDS

1. Compensation shall be determined by multiplying the index for the assignment by the Base Salary in effect on August 1 to determine the annual amount. For each additional season in a particular assignment, the teacher is entitled to a stipend computed by increasing the teacher's current experience rating (that is the number of years of experience which have been previously credited to the teacher for purposes of computing his/her stipend entitlement) by an amount equal to the value of one (1) increment multiplied by the

index. Such amount would be determined based upon the following mathematical expression:

{[base salary + (experience rating) (increment)] index}.

However, no increases for additional seasons in particular assignments shall be granted between July 1, 1993 and June 30, 1994, and also between July 1, 2005, and June 30, 2006, and no such increases will be granted for experience beyond twenty (20) years in a particular assignment.

2. Experience will only be recognized for coaching in the District and will be sport specific. Beginning with the 2003-2004 school year, experience ratings for athletic stipends paid under Article XV, Section C., Athletic Stipends, shall include credit for in-district coaching of a different gender in the same sport. For example, a boys basketball coach will receive experience credit for previous girls basketball coaching experience which otherwise qualifies for experience credit under Article XV, Section C. However, a coach may not receive more than one year's experience credit per sport for coaching in any one school year, even if he/she coaches separate boys and girls seasons. Freshmen coaching positions shall be considered senior high positions. If a Middle School coach moves to a senior high position in the same sport, each year of experience will count as one-half (1/2) year for placement purposes. If the individual is placed between steps, the stipend will be adjusted upward by multiplying the index times fifty percent (50%) of the vertical increment. Neither weight supervisor nor equipment manager shall be eligible for any increases in the stated stipend based upon experience. When the coaching season is completed, the coaching stipend shall be paid as of the pay period following the completion of the coaches' duties upon the authorization of such payment by the principal and the District Athletic Director.

3. The following indexes will apply to positions filled by the District:

POSTION	SR. HIGH	MIDDLE
Baseball (Head)	10.2%	NA
Baseball (JV)	7.9%	NA
Baseball (Freshman)	6.6%	NA
Basketball (Head) (G)	13.0%	NA
Basketball (JV) (G)	9.5%	NA
Basketball (Freshman) (G)	7.6%	NA
Basketball (Head) (B)	13.0%	NA
Basketball (JV) (B)	9.5%	NA
Basketball (Freshman)(B)	7.6%	NA
Cheerleaders (A Squad)	8.0%	NA
Cheerleaders (B Squad)	4.0%	NA
Cheerleaders (Combined)	10.0%	NA
Cross Country (Head)	10.6%	NA
Cross Country (Assistant)	8.2%	NA
Equipment Manager athletic inventory)	3.0%	(all sports & total
Football (Head)	13.0%	NA
Football (First Head)	9.5%	NA
Football ("A" Assistant)	9.0%	NA
Football (Head "B")	8.5%	NA
Football ("B" Assistant)	8.1%	NA
Football (Freshman)	8.1%	NA
Golf (B)	7.6%	NA
Golf (G)	7.6%	NA
Gymnastics	10.1%	NA
Hockey	10.1%	NA
PomPoms	4.0%	NA
POSTION	SR. HIGH	MIDDLE
Soccer (Head) (G)	10.2%	NA
Soccer (JV) (G)	7.9%	NA
Soccer (Head) (B)	10.2%	NA
Soccer (JV) (B)	7.9%	NA
Softball (Head)	10.2%	NA
Softball (JV)	7.9%	NA
Softball (Freshman)	6.6%	NA
Swimming (G)	9.9%	NA
Swimming (B)	9.9%	NA
Swimming (Assistant)	7.6%	NA
Tennis (G)	7.9%	NA
Tennis (B)	7.9%	NA
Track (Head) (G)	10.6%	NA

Track (Assistant) (G)	8.2%	NA
Track (Head) (B)	10.6%	NA
Track (Assistant) (B)	8.2%	NA
Volleyball (Head) (G)	10.6%	NA
Volleyball (JV) (G)	8.2%	NA
Volleyball (Freshman) (G)	7.0%	NA
Weight Supervisor	3.0%	NA
Wrestling (Head)	10.6%	NA
Wrestling (Assistant)	8.2%	NA
Basketball (7th/8th) (G)		5.6%
Basketball (6th/7th) (G)		5.6%
Basketball (7th/8th) (B)		5.6%
Basketball (6th/7th) (B)		5.6%
Track (7th/8th) (G)	(Additional Track	5.6%
Track (6th/7th) (G)	position if there	5.6%
Track (7th/8th) (B)	are more than	5.6%
Track (6th/7th) (B)	60 participants)	5.6%
Volleyball (7th/8th) (G)		5.6%
Volleyball (6th/7th) (G)		5.6%
Wrestling (7th/8th)		5.6%
Wrestling (6th/7th)		5.6%

4. The District will provide \$200 annually to each senior high athletic department to support expenditures for attendance at coaching schools.

D. CLUB AND ACTIVITY GROUP STIPENDS

1. Group stipend funds are to be used to compensate teachers who sponsor academic/enrichment clubs, activities and intramurals that directly involve students and are consistent with Board policy on student organizations.

- a. These funds are to be used for teachers to interact directly with students during non-work hours (e. g. before/after school, planning or lunch) on an ongoing basis, not to compensate one for organizing and/or supervising occasional activities (such as Carnival Nights, etc.).
- b. These funds will not be used to subsidize programs in the buildings, to provide clerical/ administrative support, or to provide additional compensation for teachers already receiving an Article XV stipend for the same activity. In elementary schools only, up to twenty-five percent

(25%) of the group stipend funds may be allocated for building level committee work. Nothing in this section shall usurp the Board's authority in filling stipend vacancies or in determining the appropriateness of a particular club's existence.

2. Group Stipend Waiver Policy: Stipend vacancies that are filled by non-teachers are subject to the following waiver procedure:

a. Principals must fill out the currently approved teacher stipend waiver request form for each stipend waiver requested.

b. Bargaining unit members in the building where a waiver is requested must approve each non-teacher stipend.

c. The waiver must be signed by the principal and the building association representative and submitted to the Association Board of Directors for approval or denial based on the group stipend criteria found in Article XV.D.1. The deadline for submitting building-approved waiver requests shall be submitted no later than November 1 for first semester and April 1 for second semester. Waiver approvals are for one or two semesters, depending upon the activity.

d. The Association will send a letter indicating acceptance or rejection of each waiver request to the principal of each school submitting waiver requests.

e. The Association will forward approved waiver requests to the Division of Human Resources for processing.

f. At the Association's request, for accountability and follow-up, the District will submit to the Association a list of all non-teachers receiving stipends by the end of each semester to check against the list of approved stipends.

3. A list of clubs and activities and their stipends will be developed at each building by the principal and bargaining unit staff through the use of collaboration. As part of this process, appropriate guidelines and

applications will be distributed. A list of approved clubs and activities, their sponsors, their allocated stipends and available openings will be communicated and made available to building staff by December 15 and May 15 of each year. Senior High staff shall recognize the importance of maintaining vocational education stipends to assist students in the completion of such programs.

4. The amounts allocated for group stipends shall be as follows:

Senior High Schools	72.6% per year
Middle Schools over 700 students	32.0% per year
Middle Schools	28.4% per year
Elementary Schools	24.0% per year

E. SPECIAL STIPENDS

1. The following indexes will apply:

POSITION	SR. HIGH	MIDDLE	ELEM.
Library Technology Educator (LTE)	5.50%	1.20%	.7%
Newspaper	7.00%	NA	NA
Yearbook	8.00%	4.00%	NA
Planetarium Curator	5.50%	NA	NA
	+ 4 days*		
Planetarium Assistant Curator	2.50%	NA	NA
	+ 4 days*		
Program Coordinator	7.50%	NA	NA
	+ 4 days*		
Student Organization Advisor	10.40%	4.00%	NA
	+ 4 days*		
Sp. Ed. Staffing Coordinator**	NA	4.00%	4.00%
Student Overnight Supervision (per night)	0.23%	0.23%	0.23%
Video Production	7.00%	NA	NA

(*Days indicated above are additional days required in order to receive stipend.)

(**This stipend shall be paid only to a teacher(s) serving in this role.)

F. ELIGIBILITY/DURATION

1. Subject to program needs, stipend vacancies will normally be filled by the teachers in the building where the vacancy arises. If this is not possible, the position(s) in question will be posted once for one (1) week in all schools to first seek interested teacher and then non-teacher applicants.
2. Assignment of a teacher to a stipend position is for one (1) school year. The decision to renew or not renew such assignment may be made by the District by May 15 or by the teacher in accordance with Paragraph 3 below. A teacher will be provided written notice that his/her assignment has not been renewed on or before May 15 of the school year preceding the school year in which the non-renewal takes effect. The only exception to the foregoing shall be for teachers serving in the stipend position(s) whose season(s) (in athletics) and activities (in club and activity stipends) have not been completed by May 15. These teachers shall be notified in writing of non-renewal no later than the last teacher work day of the school year. Teachers receiving additional compensation for extra services and/or responsibilities shall not, during the duration of their one year assignment, be deprived of the compensation without just cause. Just cause includes, but is not limited to, the elimination of the position. Just cause also includes, but is not limited to, insufficient student interest in the activity. Insufficient interest for athletic teams will be determined by the Superintendent. Insufficient interest for clubs and activities will be determined at the school site through the use of collaboration.
3. A teacher desiring to resign from a stipend position effective the following year shall notify the principal in writing prior to May 1. A teacher who fails to do so shall be required to fill the position unless personal health problems make this impossible, a qualified replacement is available and agrees to accept the assignment, a program or scheduling change substantially altering the program delivery and requirements, when notice and a description of such change is not provided at least 30 days prior to May 1, or the teacher transfers from the building.

4. Compensation for listed positions applies if the position is filled. The District is not obligated to fill any of the listed positions. Upon request by the Association, the District shall, at the beginning of each semester, provide the Association with a list of persons receiving additional compensation at all schools as provided under this Article.

This information shall include the person's name, the stipend position, district employment status (certified, ESP, community), and the amount he/she is to be paid during that semester (except where the amount is specifically indexed in the Master Agreement, the amount need not be listed).

**ARTICLE XVI
INSURANCE BENEFITS/CAFETERIA PLAN**

A. HEALTH

The District shall offer health insurance with at least one of the following or substantially similar choices:

1. One Preferred Provider Organization (PPO)
2. One Exclusive Provider Organization (EPO)

Premium payments shall be shared with the District paying the equivalent of seventy-five percent (75%) of the EPO premium for either plan. The District's portion of the premium shall be prorated for part-time teachers. No premium shall be required to be paid by the District on behalf of a teacher working 0.4 FTE or less, nor shall any of the benefits set forth in subsections A, B, C, H, and I of this Article be required to be made available to such teachers.

B. DENTAL, VISION AND LIFE

The District shall offer dental, vision and life insurance, with life insurance being two (2) times the teacher's contracted salary amount. Premium payments shall be shared with the District paying seventy-five percent (75%) for the teacher only for life insurance and seventy-five percent (75%) of such premium for dental and vision. In regard to this paragraph only, dependent coverage will be the total responsibility of the teacher.

C. LONG-TERM DISABILITY

The District shall provide long-term disability coverage for each teacher. Each teacher will be required to participate in the coverage, with the premium for such coverage to be borne one hundred percent (100%) by the teacher. However, provided the coverage has no less than a ninety (90) day waiting period and such other limitations as the policy may identify and provides benefits of not more than sixty percent (60%) of salary, the District will pay one hundred percent (100%) of the premium in excess of thirty cents (\$.30) per one hundred dollars (\$100) of salary per month.

D. WORKERS' COMPENSATION

All employees incurring a work related accident or illness shall be directed by the District to medical providers. Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury incurred in the scope and course of their employment shall be deemed to be on injury leave until they are able to resume their duties. Employees on such injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado. The District will have the right to recover Workers' Compensation insurance benefits or temporary total benefits otherwise due the employee for any period the District pays full salary. Injury leave shall be authorized only in those cases in which a Report of Accident form has been initiated by the employee as required by the Workers' Compensation Act of Colorado and the employee has a written statement from the District's designated physician concerning the employee's treatment and his/her inability to return to work. If at his/her own expense the teacher obtains an opinion from his/her own physician that differs from the opinion of the District's designated physician, then a third advisory opinion shall be obtained from a mutually agreed upon physician at the District's expense. Employees shall not accrue paid leave while on injury leave after thirty (30) calendar days. Employees released to return to work after thirty (30) calendar days of injury leave and who return on a part-time basis shall accrue a prorated portion of their normal accruals as provided in this agreement. During the period that an employee receives injury leave, the employee must provide periodic medical status reports (as determined by Risk Management) to his/her immediate supervisor.

E. EMPLOYEE BENEFITS

The District will maintain health, dental, vision and life insurance and will make no significant changes, including elimination of benefits, in these existing plans without due advance notice to the Insurance Committee. Significant changes exclude technical mandates and emergencies.

F. PERSONAL LIABILITY

Liability coverage in an amount equal to the District's potential liability under the Colorado Governmental

Immunity Act (presently \$150,000 for an injury in any single occurrence and \$600,000 for any injury to two or more persons in any single occurrence) is provided by the District for all teachers for all hazards including false arrest, detention and imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful eviction or wrongful entry and other liability coverage provided by the District, while teachers are acting within the scope of their assigned duties and responsibilities.

G. DAMAGE TO PERSONAL PROPERTY

The District will reimburse the teacher for damages to his/her personal property incurred in an assault upon the teacher or his/her personal property resulting from a job-related duty or responsibility. This reimbursement shall include damages to a teacher's vehicle and any items attached to such vehicle resulting from vandalism, theft and burglary. It shall be limited to a maximum of \$500 per incident up to a maximum of \$1,000 per year and shall be for those actual damages not covered by insurance.

H. INSURANCE WHILE ON LEAVE

Teachers on leave of absence shall have the privilege of continuing such group health, life, dental and vision insurance coverages as are available in the District at their own expense and shall pay the full premium at the group rate, except as otherwise provided for exchange teaching, sabbatical or family and medical leave (FMLA) under Article IX.

I. IRS SECTION 125 PLAN

The District is enrolled in an Internal Revenue Service, Section 125 (cafeteria plan), program that allows employees to pay for insurance premiums, medical expenses and dependent care expenses on a pre-tax basis. All members of the bargaining unit will be automatically enrolled in the cafeteria plan for insurance premiums which are not covered by the District. Employees who do not desire to participate in the cafeteria plan may elect to withdraw from the cafeteria plan by filing the appropriate form with the District's Payroll Department by November 15 of each year. All members of the bargaining unit will receive a written notification in the fall of the school year informing

them of their option to withdraw and reminding those who are considering retirement in the next school year that their compensation for PERA will be improved if they in fact withdraw.

J. INSURANCE COMMITTEE

The parties agree to establish an Insurance Committee comprised of thirteen members, six of whom are bargaining unit members selected by the Association and the remaining seven representatives to be appointed by the Superintendent from the other employee groups; however, the representative of the retirees will be mutually agreed upon. The committee shall review existing insurance coverages and shall consider how to contain escalating costs as specified in an annual charge from the Board. The chairperson of the committee shall serve ex-officio and be appointed by the Superintendent after collaboration with the Association. The Superintendent may appoint ex-officio members to provide professional guidance on insurance matters. The Committee will give its findings, recommendations and rationale to the Superintendent. The Superintendent will transmit the report and any recommendations to the Board for action. The recommendations of the Insurance Committee are advisory only and will not impair the rights of either the District or the Association under the Master Agreement.

ARTICLE XVII
POST-EMPLOYMENT BENEFITS

A. RETIREMENT INCENTIVE PROGRAM AND BENEFITS

1. Eligibility

Eligibility for participation in the Retirement Incentive Program (Program) shall be limited to forty (40) teachers who have submitted timely notice of their intent to retire pursuant to Paragraph 4 below. Priority for participation in the Program shall be determined by District seniority. The District shall provide the Association and make available at each building a district-wide seniority list of the most senior two-hundred (200) teachers, adjusted for leaves of absence, on or before October 1 of each year.

2. Sick Leave Payment

Each of the participants in the Program shall be eligible to receive a payment or partial payments based on the options made available by the District (provided the participant makes his/her decision at the time of application) from the District in an amount determined by multiplying the teacher's unused accrued sick leave days by seventy-five (75%) percent of his/her current per diem rate.

3. Health Insurance Continuation

Each of the participants in the Program may continue to participate in the District's group health insurance plan (continue the same individual or family coverage elections as applied prior to retirement) following retirement for twenty-four (24) months. The District shall contribute to the retired teacher's premium for the medical insurance portion (but not vision and dental) of such plan on the same basis (with exceptions noted below) as a regularly employed teacher for a period of twenty-four (24) months following the cessation of regular health insurance coverage on July 31 of each year. Health Insurance benefits provided under COBRA and/or the transitional retirement option run simultaneously with the program and are credited against each other. Medicare eligible retirees will receive medical insurance benefits assuming enrollment in Medicare Part A and Part B.

4. Notice Requirements

a. Teachers wishing to participate in the Program or the Transitional Retirement Option shall submit a written, non-binding notice of intent to retire to the Executive Director of Human Resources no later than the Tuesday after Thanksgiving of each year. The Board of Education shall, as soon as possible thereafter, determine which of the teachers submitting non-binding notices of intent to retire are eligible for retirement under the terms of this Article.

b. To remain eligible to receive benefits, each teacher who is notified of the Board's approval of their eligibility must then submit an Application for Participation and Election, which shall contain language consistent with the waiver and release Section of 29 U.S.C. 626, to the Executive Director of Human Resources no later than forty five (45) calendar days of receiving notice of the Board's determination of eligibility and shall have seven (7) days thereafter to rescind his/her election to retire. Following the expiration of this seven (7) day revocation period, the teacher's decision to retire shall be binding on the teacher. In conjunction with the teacher's Application for Participation and Election, the teacher will state his/her binding intention to participate in the Health Insurance Continuation as described in Section A.3. Should any qualified applicant not be approved as eligible, he/she shall be notified within ten (10) days thereafter, and he/she will no longer be bound to retire. The District shall become obligated to make payments as provided in Paragraphs A.2 and 3 to teachers who have been approved as eligible for such benefits only if the teacher actually retires and only as of the date of the teacher's actual retirement, which shall be finally determined and approved by the Board of Education. Any financial commitments made under this Article XVII shall be final and binding only when approved by the Board of Education at the meeting scheduled between July 2 and July 15 of each year.

c. In addition to the Application for Participation and Election, the District will provide each applicant instructions on how to proceed with the retirement process, including timelines within the process and

designated persons within the District who may answer the applicant's questions.

d. Each retiring teacher shall be responsible for providing the Executive Director of Human Resources with his/her current address.

5. Retirement for Medical Reasons

Additionally, teachers meeting the eligibility requirements for participation in the Program who retire for bona fide medical reasons prior to July 2 of each year, shall be eligible hereunder regardless of the notice provisions of this Article.

B. POST-RETIREMENT EMPLOYMENT

To promote the mission of the District, the District may provide, at its option, post-retirement employment which may include:

1. Teacher mentoring as deemed appropriate. The District will pay each retiree engaged to mentor a teacher a stipend of Seven Hundred Fifty Dollars (\$750.00) per mentee.

2. Hiring teachers who retire at the end of the school year and accept one-year contract employment with the District for the next year ("transitional retirees"). Any such transitional retirees shall be members of the Colorado Springs Education Association bargaining unit and shall have all rights, privileges and responsibilities specified in the Master Agreement and their contract of employment except:

- The right to any compensated leave time of any type or nature, including as described in Article IX of the applicable Master Agreement.
- A statutory right to due process in the case of dismissal.
- The right to participate in the Retirement Incentive Program at the end of next school year (or any year thereafter), as defined in Article XVII of the applicable Master Agreement.
- Any right or claim such transitional retiree may have to any and all unused sick leave he or she may have as of the date of his or her retirement.

- The right to be paid under the Teacher Salary Schedule, or to receive compensation on any basis other than is permitted under their individual contracts for employment.
- Except under unusual circumstances, transitional retirees shall not be subject to the evaluation process described in Article XII of the current Master Agreement.

Transitional retirees shall have their previous years of seniority with the District credited for the purposes of transfer, layoff and recall.

C. ESTATE PAYMENT

In the event of the teacher's death during the period between the date of his/her retirement and prior to the receipt of the full amount of his/her retirement pay, the District shall pay, in one (1) lump sum, one hundred percent (100%) of any remaining amount to the teacher's estate or designated beneficiary.

ARTICLE XVIII LAYOFF AND RECALL

A. NOTIFICATION

In the event of a need to reduce the teaching staff beyond normal attrition due to a decrease in student enrollment, reductions in program, building closures, or shortage of revenue, the Board shall notify the Association prior to May 10 that a reduction in force is contemplated.

B. PROCEDURE

The following procedures will occur prior to the official action by the Board to lay off teachers:

1. On or before May 10 prior to the school year in which a reduction is contemplated, the Board and the Association shall receive facts and figures prepared by the administrative staff to explain the need for recommended reductions.
2. Teachers who are to be laid off shall receive their notification in writing on or before June 1.
3. The Association shall be notified at least ten (10) calendar days prior to the proposed official action as to the number of teaching positions contemplated for staff reduction. Said notification shall identify the number of teaching positions to be reduced within each level (i.e., elementary or secondary) and/or subject or special area. Subject or special area shall include the following:

- Art
- Business Education
- Computer Education
- Counselors
- Early Childhood Education
- Educational Media
- Elementary (K-6)
- English
- Foreign Language (By Language)
- Home Economics
- Industrial Arts
- Mathematics
- Music (Instrumental or Vocal)

Nurses
Physical Education
School Psychologist
Science (By Endorsement Area)
Social Studies
Social Workers
Special Education (broken down by type of certificate)
Vocational Education (broken down by type of credential)

The above subjects or special areas (except Computer Education) are defined by the certification process of the Colorado Department of Education. In order for a teacher to receive layoff protection in any of these categories, the teacher must possess (subject to D.7 below) a current certificate issued by the Colorado Department of Education. In the case of the Computer Education classification, teachers shall receive lay-off and recall protection in this category as if they had been certified by the Colorado Department of Education.

In addition, all teachers who have been assigned outside their area of certificate endorsement shall receive seniority credit in their area(s) of teaching experience. The Board shall notify any newly hired teacher(s) that seniority credit for layoff purposes will accrue only in his/her certificate endorsement area(s). It is expressly understood that teachers employed shall have recall rights to positions where they hold certification or have had qualifying previous teaching experience.

For purposes of lay-off or recall under this Article XVIII, all teachers who have been hired since January 1, 1990, and who have been assigned outside their area of certificate endorsement for a period of at least one school year shall receive seniority credit for lay-off and recall purposes in their area(s) of teaching experience. In order to receive seniority credit for teaching experience, the teacher will notify the Division of Human Resources according to the procedure described in Article XVIII.D.8 and provide verification of such teaching experience.

C. CONTINUING EMPLOYMENT

The Board agrees not to lay off teachers with valid contracts during the school year. Reductions will take effect at the start of the following school year. Teachers subject to layoff shall retain their fringe benefits and salary over the summer months as provided in this Agreement or in individual employment contracts. Previously agreed to stipends shall remain in force through the individual contract year.

D. SENIORITY

1. Seniority offers layoff protection for certified and qualifying (see Paragraph B.3 above) teachers commencing with the first day of continuous service for the District. Approved leaves from the District's active employment do not constitute a break in service.
2. Where multiple teachers begin work on the same date, those teachers shall participate in a drawing to determine position on the seniority list. This drawing shall be held within thirty (30) days of the initial hiring date. The Board shall notify the Association and the Association shall thus have the opportunity to have a representative present at all such drawings. The individuals affected shall be notified of the drawing prior to the date it shall be held and they shall also be notified of the results of the drawing. All drawings shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
3. If the District discontinues a position in or out of the bargaining unit requiring certification, the incumbent will be able to claim a teaching position for which he/she holds a current certificate and has the necessary seniority as a District employee.
4. Seniority shall accrue for teachers on various forms of leave as determined by the Agreement.
5. Teachers whose certificates are endorsed in more than one area shall be placed on the seniority list in each area.

6. Part-time teachers may not utilize seniority to displace junior full-time teachers, nor claim vacant full-time teaching positions; provided, however, that teachers who have at one point served as full-time non-probationary teachers in the District may displace less senior, full-time teachers or claim a vacant full-time position.
7. Only certificates and licenses on file with the Division of Human Resources by January 1 shall be considered in the preparation of the annual seniority list.
8. The Board shall provide the Association with one (1) copy of each seniority list and will make each list available in each school by January 25 of each year. Additions and/or objections to the seniority list shall be reported to the Division of Human Resources within thirty (30) days of the Association's receipt of the list. Pending resolution of any addition and/or objection to the seniority list, it shall become final thirty-one (31) days after its delivery to the Association. Such list will be the basis of any reduction in force until it is revised through the procedures described in this Paragraph.

E. LAYOFF

1. Teachers shall be laid off in inverse order of seniority within the area(s) of certificate endorsement or qualifying experience (see Paragraph B.3 above). If performance is substantially equal, seniority controls in the layoff of probationary teachers performing satisfactorily.
2. Layoff will be effective at the close of the school year and may extend for up to a three (3) year period thereafter.

F. RECALL

1. A teacher who is laid off shall be offered the first vacancy in the District for which he/she is certified or has had qualifying previous teaching experience (see Paragraph B.3 above). Recall will be in the reverse order from the order of layoff within the District.

2. Written notice of recall will be sent to said teacher at his/her last known address by certified letter using return receipt requested. It shall be the responsibility of each teacher to notify the Division of Human Resources of any change in address. A copy of said notice shall be sent to the Association. The teacher receiving such notice shall reply within ten (10) calendar days of receipt of said notice.

3. A teacher's name shall be removed from the recall list for the following reasons:

a. No reply to the recall notice by the end of the tenth calendar day after receipt of notice.

b. Refusal to accept recall to two different positions.

4. A recalled teacher shall have restored previously accumulated leave days, salary schedule placement and seniority.

G. REALIGNMENT

Subject to the provisions of this Agreement, the District retains the right to assign teachers to positions for which they are certificated. The District shall not transfer a more senior teacher (according to Paragraph B.3 above) to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for layoff or possessing rights to recall.

H. NEW HIRES AFTER LAYOFF

No new teacher shall be employed by the Board if laid-off teachers remain on the recall list, unless all those eligible for the vacancy have refused it or no one eligible remains on the recall list.

**ARTICLE XIX
TERM OF AGREEMENT**

This Agreement shall be effective from July 1, 2007, through June 30, 2010, subject to the provisions of Section 22-32-110 of the Colorado Revised Statutes, provided, however, that XIV (Salaries), XV (Teacher Stipends), XVI (Insurance Benefits/ Cafeteria Plan), and XVII (Post-Employment Benefits) are open for renegotiation for the period from July 1, 2008, through June 30, 2009, and each fiscal year thereafter through the end of this Agreement, as set forth in Articles VI (Negotiating Procedures/ Joint Council) and Article XIV (Salaries). The parties further agree, to better facilitate the future implementation of the five (5) additional calendar days set forth in Article XIV, that for the period July 1, 2009, to June 30, 2012, the parties may extend this Agreement, subject to the annual reopening of Articles XIV, XV, XVI and XVII in the same manner described above.

In Witness Whereof the Parties Have Executed This Agreement
This 30th Day of June, 2008.

ATTEST: COLORADO SPRINGS EDUCATION ASSOCIATION

By: Pat Bogart By: Lavin Marshall
Secretary President

ATTEST: COLORADO SPRINGS DISTRICT NO. 11 IN THE
COUNTY OF EL PASO AND THE STATE OF COLORADO

By: James Imm By: Tami Hasley
Secretary President

APPENDIX A DEFINITIONS

The following are definitions to be used in reference to this Master Agreement:

1. **Arbitration** - the process of submitting a grievance to an impartial third party for resolution.
2. **Association** - the Colorado Springs Education Association. Wherever 'Association' is used, it is understood that the Association President or designee may act for the Association.
3. **Association Representative** - any Association member elected, appointed or approved by the Association to act on behalf of any teacher in a specific instance.
4. **Board** - the Board of Education of School District No. 11, El Paso County, State of Colorado.
5. **Budget year** - the period from July 1 to June 30 of the following year.
6. **Certificate endorsement or certification** - a subject area or level listed on an individual's teaching certificate or license by the Colorado Department of Education.
7. **Collaboration** - Without impairing the Board's legal obligation to govern the affairs of the District, collaboration is a process whereby the principal and staff either agree on the resolution of an issue or the process to be used in reaching a decision on issues. If the parties do not collaboratively reach a decision, they may decide on any other acceptable method of decision-making. The collaborative process and decisions reached thereby must conform to law, to any court order, with applicable state and federal rules and regulations, and to policies and parameters imposed by the Board (whether adopted using collaboration or not) when such policies and parameters are not otherwise in conflict with the Master Agreement. Without negating the foregoing limitations, the Board may, prior to implementation, further restrict the enactment of a collaboratively reached decision at an individual school(s) by promptly and expeditiously negotiating

with the Association regarding such decision and its implementation.

8. **Date** - The calendar date corresponding to the date specified. In the event that the date is a deadline for submission of information and the date falls on a weekend or holiday, the date shall be the next weekday workday on which the administration building is open for business.
9. **Day** - a contracted work day or, during the summer, a day on which the administration building is open for business (also "work day").
10. **District** - School District No. 11, El Paso County, State of Colorado.
11. **Employment** - the period during which a teacher is under contract to the Board, including time on an approved leave, and time in excess of the school calendar as indicated under Article X.
12. **Fact finding** - a process used in bargaining, after mediation, where facts are presented to a neutral who recommends possible positions in an effort to resolve disputes.
13. **Human Resources Director** - Executive Director of the Division of Human Resources, School District No. 11, El Paso County, State of Colorado, or his/her designee.
14. **Licensed** - holding a certificate or license issued by the Colorado Department of Education.
15. **Paycheck** - for purposes of this agreement, paycheck is defined as the payroll check received on the first weekday workday of the month or direct deposit received on the first banking day of the month.
16. **Principal** - any building administrator or the administrator of any work location or functional division or his/her designee.
17. **Probationary teacher** - a teacher who has not achieved non-probationary status under the provisions of CRS, Section 22-63-101 and following sections.

18. **Professional (Inservice) Education Credit** - those credits granted in recognition of professional study carried on under the auspices of the District. 'Professional credit' will apply as accumulated hours on the salary schedule.
19. **Reassignment** - a change in a teacher's instructional assignment which does not require the teacher to transfer.
20. **School** - any work location or functional division to which a teacher is assigned.
21. **School calendar** - those days during which a teacher may be required to perform assigned duties without compensation other than that shown in Article XIV, Salaries.
22. **School day** - the hours during which a teacher may be required by the terms of this Agreement to be present at a given school.
23. **School year** - Up to 185 school days (188 for first-year teachers) as shown on the adopted school calendar.
24. **Seniority** – For the purpose of Article XVIII, Layoff and Recall; Article XVII, Post Employment Benefits; and Article VIII, Vacancies and Change of Assignments, seniority shall mean an employee's length of continuous service for the District commencing with the employee's first day of employment in a bargaining unit position. Approved leaves of absence or employment with the District in a non-bargaining unit position do not constitute a break in service, but employees (other than executive/professionals) do not accrue additional seniority while on such leaves or working in such non-bargaining unit positions unless so indicated in Article IX, Leaves.
25. **Stipends** - all remuneration paid a teacher in addition to the regular contract salary for extra work performed as set forth in Article XV.
26. **Superintendent** - the Superintendent of Schools of School District No. 11, El Paso County, State of Colorado, or his/her designee.

27. **Teacher** - those persons represented by the Association, wherever the singular is used, the plural may also be understood.
28. **Transfer** - a change in a teacher's instructional assignment which requires the teacher to move from one school to another.
29. **Vacancy** - an unoccupied teaching position.

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NEGOTIATION TEAMS

Table

District #11

Glenn Gustafson
Richard Nagl
Bob Null
David Parker
Patricia Ring
David Schenkel
Tom Strand

CSEA

Diane Ciccarelli
Lori Duffy
Dan Forbeck
Katie Freidel
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Tim Callahan
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Richard Nagl

Lori Duffy