

2018-2019

MASTER AGREEMENT:

A Legal Contract between Gunnison Watershed School District RE-1J and
The Gunnison County Education Association

**Gunnison Watershed School District RE-1J
2018-2019**

GCEA OFFICERS

Liz Mick – President

Heather Heinz – Vice-President

Gina Pollard – Secretary

Lisa Danos – Treasurer

BOARD OF EDUCATION

LeeAnn Mick – President

Courtney Fullmer – Vice-President

Lisa Starkebaum – Secretary

Dale Orth – Treasurer

Tyler Martineau – Director

NEGOTIATIONS TEAM

GUNNISON COUNTY EDUCATION ASSOC.

Lance Betts

Lisa Danos

Liz Mick

Betsy Kolodziej

Bobby Pogoloff

Rita Merrigan – UniServ Director

BOARD OF EDUCATION

Doug Tredway

Stephanie Juneau

Sally Hensley

Courtney Fullmer

Todd Witzel

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF GUNNISON WATERSHED SCHOOL DISTRICT RE-1J IN GUNNISON COUNTY, STATE OF COLORADO, ON BEHALF OF SAID SCHOOL DISTRICT AND THE GUNNISON COUNTY EDUCATION ASSOCIATION, A COLORADO COPORATION NOT-FOR-PROFIT, ON BEHALF OF ITSELF AND THE TEACHERS OF SAID SCHOOL DISTRICT ON THIS FIRST DAY OF JULY 2018.

GCEA Representative Elizabeth Mick

Board of Education Representative Courtney Fullmer

Effective Date July 01, 2018

TABLE OF CONTENTS

PREAMBLE.....	6
ARTICLE ONE	7
DEFINITIONS.....	7
ARTICLE TWO.....	8
GENERAL TERMS.....	8
ARTICLE THREE.....	9
RECOGNITION	9
ARTICLE FOUR	10
NEGOTIATIONS SCHEDULE AND PROCEDURES.....	10
ARTICLE FIVE.....	13
GRIEVANCE PROCEDURE.....	13
5-1 GENERAL.....	13
5-2 LEVEL ONE.....	14
5-3 LEVEL TWO.....	14
5-4 LEVEL THREE.....	15
5-5 REPRESENTATION, REPRISAL and LIMITATIONS	16
ARTICLE SIX	16
ASSOCIATION PRESIDENT	16
ARTICLE SEVEN.....	17
ASSOCIATION FACULTY REPRESENTATIVE	17
ARTICLE EIGHT.....	18
USE OF SCHOOL FACILITIES.....	18
ARTICLE NINE.....	18
TEACHING ASSIGNMENTS	18
ARTICLE TEN.....	20
STAFFING PATTERNS	20
ARTICLE ELEVEN.....	21
TRANSFERS.....	21
11-1 GENERAL PRINCIPLES.....	21
11-2 VOLUNTARY TRANSFERS.....	21
11-3 INVOLUNTARY TRANSFERS.....	22
ARTICLE TWELVE.....	22
CHANGE OF STATUS.....	22

ARTICLE THIRTEEN	23
TEACHING HOURS AND TEACHING LOAD.....	23
ARTICLE FOURTEEN.....	24
CLASS SIZE.....	24
ARTICLE FIFTEEN.....	25
NON-TEACHING DUTIES.....	25
ARTICLE SIXTEEN.....	26
PART-TIME TEACHERS.....	26
ARTICLE SEVENTEEN.....	26
ACADEMIC FREEDOM.....	26
ARTICLE EIGHTEEN.....	27
FACILITIES.....	27
ARTICLE NINETEEN.....	28
TEACHING SUPPLIES AND EQUIPMENT.....	28
ARTICLE TWENTY.....	29
INSTRUCTIONAL MEDIA CENTER.....	29
ARTICLE TWENTY-ONE.....	29
COUNSELORS.....	29
ARTICLE TWENTY-TWO.....	29
LEADERSHIP.....	29
ARTICLE TWENTY-THREE.....	30
PROFESSIONAL STANDARDS.....	30
ARTICLE TWENTY-FOUR.....	30
TEACHER EVALUATIONS.....	30
ARTICLE TWENTY-FIVE.....	31
PERSONNEL FILES.....	31
ARTICLE TWENTY-SIX.....	32
PROFESSIONAL DEVELOPMENT.....	32
ARTICLE TWENTY-SEVEN.....	34
SUPERVISION OF STUDENT TEACHERS/INTERNS AND PRACTICUM STUDENTS.....	34
ARTICLE TWENTY-EIGHT.....	34
STUDENT DISCIPLINE.....	34
ARTICLE TWENTY-NINE.....	35
PARENTAL AND STUDENT COMPLAINTS.....	35

ARTICLE THIRTY	36
ANNUAL LEAVE.....	36
30-2 SICK LEAVE BANK.....	38
ARTICLE THIRTY-ONE	40
TEMPORARY LEAVES.....	40
VISITATION LEAVE.....	40
LEGAL LEAVE	40
BEREAVEMENT LEAVE.....	40
ASSOCIATION LEAVE.....	40
OTHER TEMPORARY LEAVES	40
ARTICLE THIRTY-TWO.....	41
EXTENDED LEAVES OF ABSENCE.....	41
GENERAL PROVISIONS	41
FAMILY MEDICAL LEAVE.....	41
PERSONAL LEAVE.....	41
PROFESSIONAL DEVELOPMENT LEAVE.....	42
EXCHANGE TEACHER LEAVE	42
SABBATICAL LEAVE	42
ARTICLE THIRTY-THREE.....	44
TEACHER RETIREMENT.....	44
ARTICLE THIRTY-THREE A	44
LONGEVITY PAYMENT	44
ARTICLE THIRTY-FOUR	45
INSTRUCTIONAL STAFF REDUCTIONS	45
ARTICLE THIRTY-FIVE.....	47
INSURANCE PROGRAMS.....	47
ARTICLE THIRTY-SIX	48
DUES DEDUCTIONS.....	48
ARTICLE THIRTY-SEVEN.....	49
TEACHER SALARIES	49
37-2 SALARY SCHEDULE – APPENDIX A	49
37-3 HORIZONTAL/VERTICAL STEPS	49
37-6 GUNNISON DISTRICT CREDIT	50
37-7 CONTINUING EDUCATION UNIT (CEU).....	52

ARTICLE THIRTY-EIGHT.....	52
DISTRICT BY-LAWS, POLICIES AND PROCEDURES	52
ARTICLE THIRTY-NINE	53
TRANSITIONAL EMPLOYMENT.....	53
ARTICLE FORTY.....	54
ADDITIONAL COMPENSATION	54
40-1 EXTRA CURRICULAR PROGRAMMING.....	54
40-3 EXTRA CURRICULAR PAY SCHEDULE	54
40-4 NEW AND UNSPECIFIED EXTRA CURRICULAR ACTIVITIES	54
40-5 NON-SALARIED EMPLOYEES	55
40-6 EXPERIENCE INCREMENTS	55
40-7 MISCELLANEOUS	55
40-8 EXTRA DUTY DAYS.....	56
APPENDIX A Schedule	57
APPENDIX B	58
ADDITIONAL COMPENSATION	58
APPENDIX B Schedule	60
Appendix C.....	62
Course Approval Documentation Form	62
APPENDIX F.....	63
Application for Longevity Form.....	63
APPENDIX G	64
TRANSITIONAL APPLICATION.....	64
APPENDIX H	65
Reimbursement of Unused Accumulated Annual Leave Form.....	65
APPENDIX I	66
Application for Reimbursement of Unused Accumulated Annual Leave-upon-Retirement.....	66
APPENDIX J	67
GRIEVANCE PROCEDURE Communication Flow	67
Appendix J Sample Grievance Form	68
APPENDIX J Completed Grievance Form Example	69
Memorandum of Understanding	70

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing a high quality education for the students of the Gunnison Watershed School District RE-1J is the mutual aim of the parties, that high quality and morale of the teaching staff is necessary for the best education of students, and

WHEREAS this Agreement shall be governed and construed according to the constitution and laws of the State of Colorado, and

WHEREAS both teachers and the Board share the responsibility for providing the highest possible quality education for the pupils of the School District and both parties recognize that teachers have the major role and responsibility in direct contact with students, that teaching is a profession requiring specialized educational qualifications, and the success of the educational program depends upon the dedicated services provided by well-qualified teachers, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulation policies and programs designed to improve the quality of education and professional standards within their profession, and

WHEREAS attainment of the objectives of the educational program conducted in the School District require mutual understanding and cooperation between the Board, the superintendent, administrative staff, and teachers and further, that such understanding and cooperation are fostered through good faith negotiations between the Board and the Association with the free and open exchange of views, and

WHEREAS the Board and the Association further recognize:

- a. that the School Board is the duly elected body of the School District and that it has powers and responsibilities conferred upon it by the Constitution and the laws of the State of Colorado.
- b. the Superintendent is the chief executive officer of the Board and is responsible for implementing such policies as it may authorize, and

WHEREAS the parties have reached certain understanding which they desire to confirm in this agreement, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

- 1-1 The term TEACHER as used in this agreement refers to all licensed teachers under contract with the School District, but excluding all administrators, classified employees, teacher aides, substitute teachers and those part-time teachers employed on a less than one-half time basis. (2018)
- 1-2 NEGOTIATING UNIT shall mean all teachers as defined in 1-1.
- 1-3 The term BOARD as used in this Agreement shall mean the Board of Education of the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado.
- 1-4 The term ASSOCIATION as used in this Agreement shall mean the Gunnison County Education Association.
- 1-5 The terms SCHOOL DISTRICT and DISTRICT as used in this Agreement shall be interchangeable and shall mean the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado.
- 1-6 The term SCHOOL YEAR as used in this Agreement shall mean the period of time from the opening of the schools in the School District, usually in August, through the closing of school in the spring, usually in June, as shown in the officially adopted school calendar, except when the term SCHOOL YEAR is otherwise defined in this Agreement.
- 1-7 The term PARTY or PARTIES as used in this Agreement shall mean the Board of Education of the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado, or its representatives acting in its behalf, and the Gunnison County Education Association or its representatives acting in its behalf.
- 1-8 The term SCHOOL shall include any work location in the School District.
- 1-9 The term PRINCIPAL as used in this Agreement shall mean any person who is designated by the Board of Education as being a building administrator, part time or full time, or the administrator, part time or full time of any work location in the School District.
- 1-10 Wherever the term ASSOCIATION is used, it is understood that the President of the Association, or his/her designee, if said designee is identified prior to any action taken on his/her part, acts for the Association.
- 1-11 The term ASSOCIATION GRIEVANCE REPRESENTATIVE shall mean any member of the Association, appointed by the Association to represent any teacher in a specific grievance proceeding as provided in Article Five of this Agreement. (1997)
- 1-12 The term SCHOOL DAY shall mean that period of time when a teacher may be required by the terms of this Agreement to be present at a given building or location. "School Days" are defined as "Student Contact Days and "Non-student Contact Days." "Non-student

Contact Days” are organized at the discretion of the school administrator in collaboration/input with/from teachers and staff.

“Non-student Contact Days” include the following:

- a. Professional Development
- b. Classroom Work
- c. Parent/Teacher Conferences
- d. Meeting/Collaboration

1-12-a. Work Time– Teachers will be provided time to work in their classrooms.

1-12-b. Professional Development Day – Staff will be provided professional development opportunities throughout the school year. The principal at each building has the discretion to have meetings on these days.

1-13 The term SUPERINTENDENT shall mean the Superintendent of Schools of the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado, or his/her personal designee.

1-14 The term DAYS shall mean calendar days unless otherwise identified.

1-15 The term PROBATIONARY TEACHER shall mean a teacher who has not achieved non-probationary status under the provision of the statutes of the State of Colorado.

1-16 The term ADDITIONAL COMPENSATION shall refer to all remunerations paid a teacher in addition to regular contract salary for extra work performed for the School District.

1-17 The term CENTRAL PERSONNEL FILE as used herein shall mean that file containing all written personnel information relevant to an individual teacher which is positive in nature, or which may be used as a basis for non-renewal, disciplinary or dismissal proceedings.

1-18 The term YEARS OF SERVICE IN THE DISTRICT shall mean a teacher (as defined in Article 1-1) who has had employment within the School District. School District approved leaves (as defined in Articles 31 and 32) shall not constitute a break in employment.

1-19 TRANSITIONAL EMPLOYMENT. The term transitional employment shall refer to those licensed teachers who are officially retired from RE-1J under the rules of the Colorado Public Employees Retirement Association (PERA), and who have five (5) continuous years in the district and 20 years of service in PERA, and continue employment for a transitional year following retirement. (2006, Article 39)

ARTICLE TWO

GENERAL TERMS

2-1 The Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, membership or non-membership in any teacher organization.

- 2-2 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation or marital status, and shall represent equally all teachers without regard to membership in any teacher organization so long as a teacher shall meet the qualification for membership set forth in the Association's By-Laws.
- 2-3 The Board will provide the Association with an advance copy of the agenda for each official board meeting. In case of a special meeting, notification shall be made as far in advance as possible to the Association.
- 2-4 The Superintendent shall make available, upon request of the Association, a copy of any materials open to public inspection. The Superintendent shall assemble the requested information within five (5) school days after the receipt of the request.
- 2-5 Both parties agree that the Association or Board's views relating to the employer and/or view relating to teacher/administrator/board relationships shall not be discussed with or in the presence of students in school.
- 2-6 This Agreement shall be binding upon the parties.
- 2-7 If any provision of, or application of this Agreement is found to be contrary to law, the remaining terms and provisions shall remain in full force and effect for the duration of this Agreement.
- 2-8 It is further understood by both parties that in addition the Gunnison Watershed School District RE-1J Board of Education will adopt this Agreement as school board policy.
- 2-9 Any individual contract between the Board and any individual teacher heretofore or hereafter executed shall be subject to the terms and provisions of this Agreement.
- 2-10 Nothing contained herein shall be construed to restrict or to deny any of the parties hereto or to any individual teacher any rights they may have under law.
- 2-11 Nothing contained herein shall be construed to guarantee to any teacher the right to automatic renewal of contract or continuation of employment except as specifically provided in the statutes of the State of Colorado.

ARTICLE THREE

RECOGNITION

- 3-1 Exclusive recognition of the Association shall continue until the expiration or termination of this Agreement, provided however, that any group of teachers may at any time submit to the Board of Education, a petition containing the signatures of not less than thirty percent (30%) of the members of the bargaining unit requesting that an election be held to determine if the Association shall continue as the exclusive representative of the bargaining unit.
- 3-2 If fifty-one percent (51%) or more of the teachers voting at said election indicate their desire to terminate the Association's representative, this Agreement shall be null, void, and of no effect. An election judge of Gunnison County and the cost of said election shall

conduct these elections and the Association, the Board of Education, and the petitioning teachers shall split fees of such judge equally.

- 3-3 The Association shall have the right to participate in orientation activities and meetings for new teachers and general staff meetings as long as it does not conflict with School District activities.
- 3-4 Names and addresses of all teachers shall be provided to the Association as early as practicable following Board approval of their contracts. Along with their employment contract, the Board shall provide all teachers with a copy of this Agreement.
- 3-5 The parties agree that the duties and responsibilities of the individuals and classifications as teachers within the Association's negotiation unit are a condition of employment.
- 3-6 The second Thursday of each month shall be reserved for GCEA meetings. No committee meetings or teacher meetings will be scheduled after the regular school day on the Thursday of GCEA meetings.

ARTICLE FOUR

NEGOTIATIONS SCHEDULE AND PROCEDURES

- 4-1 The Board and the Association shall develop a schedule for negotiations by mutual consent by October 1 of each year. Not less than five (5) days prior to the date of the first meeting, each party shall certify to the other party the names of their negotiations team members including the names of outside consultants.
- 4-2 Each year, during negotiations, upon the request of either the Board or the Association, the parties may renegotiate changes in salaries, insurance contributions and stipends. Also, each year during negotiations upon the request of either the Board or the Association, the parties may renegotiate changes in existing language of the Master Agreement. Each party can bring proposed changes for three (3) articles to negotiations except when mutually agreed upon by both parties. These changes may be proposed by way of addition, deletion, or modification.
 - 4-2-1 If no agreement has been reached as to the issues presented by May 15 of the year in which negotiations commence, the negotiations shall be deemed at impasse and the parties will proceed immediately to mediation on the basis of each party's original proposal and any other written proposals presented at the time of impasse. Impasse may be delayed by mutual agreement of the parties to allow further negotiation.
 - 4-2-2 Until such time as the parties have reached agreement as to all outstanding issues the terms and provisions of this Agreement shall remain in full force and effect.
- 4-3 During all negotiations public statements or releases related thereto shall be made only as agreed upon. A joint statement announcing the beginning of negotiations shall be developed and sent to all local media. This will identify the official spokesperson for each team and emphasize the procedures for future news releases. There shall be no restriction,

however, upon either party to communicate to unauthorized dissemination of information concerning its negotiation position or conduct in negotiations.

- 4-4 When both parties desire that negotiations be scheduled during the school day and is so authorized by the Superintendent, the negotiators shall be released from their regular duties without loss of pay.
- 4-5 Either party may utilize the services of outside consultants and call upon professional and lay representatives to assist in negotiations. Outside consultants who are utilized in the process of negotiations do so at the total expense of the party responsible for their presence.
- 4-6 During negotiations, the Board and the Association, through their representatives, shall present relative data, exchange points of view, and make proposals and counter-proposals.
- 4-7 Both parties agree to negotiate in good faith.
- 4-9 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party. The date, hour and location of each meeting after the first meeting shall be established at the previous meeting. If the mutually agreed upon time is during the course of a school day, the members of the teams shall be released from school duties without loss of pay to attend such meetings.
- 4-10 Each party shall make every reasonable effort to submit counter-proposals or in lieu thereof to offer suggestions whereby the needs of both parties may be met through an avenue other than through the one in the original proposal. When either party declares that it is unwilling to compromise further on a specific proposal and unable to suggest other avenues towards agreement, the party so stating shall indicate their final position on the specific proposal.
- 4-11 Upon request of either party, the other will make available for inspection and copying its records and data pertinent to the negotiations and not privileged by law. These items shall be made available within a reasonable period of time following the request.
- 4-12 Adopting Agreements
 - Tentative agreements reached by the negotiating teams will be reduced to writing. Final agreement on any matter by the Board of Education will be considered only when all tentative agreements reached by its negotiating team have been discussed and acknowledged at a public meeting.
 - 4-12-1 Tentative agreement on matters agreed upon shall be presented to the Board of Education and the Association within ten (10) school days after tentative agreement have been reached on all matters. The Association shall have ten (10) days from the date that the tentative agreement is presented to the membership to ratify or reject the agreement by a vote of the negotiating unit. The Board shall have five (5) school days following the negotiating unit's action to adopt or reject the Agreement. After ratification by both parties, the Board and the Association will sign the Agreement.

4-12-2 The Board will assume the responsibility for putting the Master Agreement online and will allow members to print the agreement using School District resources.

4-13 Mediation

4-13-1 If the negotiations described above have reached an impasse, the issues and disputes shall be submitted to mediation for the purpose of inducing the Board and the Association, through their representatives, to make a voluntary agreement. An impasse shall not be declared by either party prior to April 1. The mediator shall be selected by mutual agreement. If the parties are unable to agree upon a mediator within five (5) days from the date of impasse is declared, the following procedure shall be used:

4-13-1-a The American Arbitration Association shall be requested to submit simultaneously to each party an identical list of seven persons skilled in mediation of educational matters. Each party has seven (7) days from postmarked date in which to strike any names to which it objects, number the remaining names in ranked order of its preference, and to return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.

4-13-1-b From among the persons who have been approved on both lists and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of the mediator.

4-13-1-c If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if any person for any other reason cannot be appointed from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

4-14 Conducting Mediation

4-14-1 The format, dates, times and procedures of meetings will be arranged by the mediator.

4-14-2 The mediator will meet with the Board and the Association, through their representatives, either separately or together.

4-14-3 If mediation fails in whole or in part, the mediator shall report the issues, which remain in dispute to the respective parties and make recommendations concerning the resolution of said issues.

4-14-4 Within fifteen (15) days of the receipt of the mediator's report and recommendation, the parties shall meet to discuss the report. At that time the parties may either accept the recommendations of the mediator or may schedule further negotiations based upon the recommendations contained in the report. While the

parties are in negotiation or discussion, they shall abide by the provisions of paragraph 4-3 of this Agreement.

4-14-5 The mediator shall have no power or authority to make recommendations, which require the commission of an act prohibited by law. Only those items of disagreement within the original scope of the negotiations will be subject to consideration. The mediator shall not have power that will bind either party.

4-14-6 In the event that mediation fails in whole or in part, both parties may agree to reopen negotiations upon such terms and conditions as are mutually agreeable.

4-14-7 The cost of the services of the mediator including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

(1994)

ARTICLE FIVE

GRIEVANCE PROCEDURE

5-1 GENERAL

5-1-1 Grievance shall mean a complaint by a teacher or group of teachers in the negotiating unit of unprofessional treatment without just cause that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement or any policy concerning the terms or conditions of employment. The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law or (2) the Board is without authority to act.

5-1-1-a A grievance shall begin, and may conclude, at the Informal Level, LEVEL ONE, when possible and will include meetings with grievant and parties involved.

5-1-1-b A folder with written documentation will be created by GCEA Grievance Chair with copies given to relevant parties during this process of the Informal Meeting.

5-1-1-c The documentation of grievances shall be filed with GCEA by the grievant.

5-1-2 An aggrieved person is a member of the Association's negotiating unit assessing a grievance.

5-1-3 A party in interest is an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

5-1-4 All grievances shall be presented in writing at the appropriate level.

5-1-5 The aggrieved person may consult with or obtain the assistance of the Association in the preparation of the grievance at any level.

- 5-1-6 The proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5-1-7 One or more teachers may file a joint grievance arising out of similar circumstances at LEVEL TWO. Where more than one grievance is filed and all grievances arise out of similar circumstances, the Superintendent may upon the written request of the principal or teachers involved, consolidate the grievances for hearing and disposition. The Superintendent or designee shall notify all relevant parties of the Superintendent's decision within five (5) days of the written request for consolidation.
- 5-1-8 When grievances are consolidated or filed jointly, LEVEL ONE of this procedure shall be bypassed and such grievances shall commence at LEVEL TWO.
- 5-1-9 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be resolved at LEVEL THREE prior to the end of the school year, the time limits set forth therein will be reduced so that the grievance may be concluded prior to the end of the school year or as soon thereafter as practicable.
- 5-1-10 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within fifteen (15) school days after the aggrieved person knew or should have known, of the act or condition on which the grievance is based.

5-2 LEVEL ONE

- 5-2-1 A grievance presented at this level shall be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved person may discuss the matter personally. The Grievance Form will be presented to the principal or supervisor as part of the informal, LEVEL ONE grievance. The principal or immediate supervisor shall write and sign the decision on the grievance at LEVEL ONE.
- 5-2-2 The Association shall be given a copy of the grievance and a decision thereon within three (3) school days of its filing and entry.
- 5-2-3 The aggrieved person shall receive a copy of the decision at LEVEL ONE immediately and acknowledge the receipt thereof on the original.

5-3 LEVEL TWO

- 5-3-1 If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL ONE, or if no decision has been made within ten (10) days after presentation of the grievance, the grievance may be filed with the Superintendent. Grievances originally filed at LEVEL ONE, shall be filed at LEVEL TWO within five (5) school days of the principal's decision or within fifteen (15) school days of its presentation at LEVEL ONE, whichever is sooner.

- 5-3-2 The Superintendent and/or his/her designee will represent the administration at LEVEL TWO. The Superintendent and/or his/her designee will meet with the aggrieved person and the Association's grievance representative in an effort to resolve the grievance. Such meetings will take place within five (5) school days after receipt of the written grievance by the Superintendent.
 - 5-3-3 Decisions rendered at LEVEL TWO of the grievance procedure will be inwriting, setting forth the decision and the reasons therefore and will be transmitted promptly to the Board of Education, all parties in interest and the Association.
 - 5-3-4 If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL TWO, and the superintendent and the aggrieved agree, the matter can go to an arbitrator.
 - 5-3-5 In the event the parties are unable to agree upon an arbitrator, he/she shall be selected in the manner provided in Article Four for selecting an arbitrator.
 - 5-3-6 The arbitrator will have the authority to hold hearings and make procedural rules. He/She will issue a report within fifteen (15) calendar days after the date of the close of the hearings, or if oral hearings have been waived, then from the date final statements and evidence are submitted to him.
 - 5-3-7 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearings unless otherwise agreed upon.
 - 5-3-8 The arbitrator's report shall be submitted in writing to the Board and the Association representative only, and shall set forth his/her findings of fact, reasoning, conclusions, and awards on the issues submitted. The arbitrator's award shall be consistent with law and with the terms of this Agreement. His/Her report shall be advisory only and not binding on either party.
 - 5-3-9 The Board shall take official action on the report and the exhibits of the arbitrator within fifteen (15) days following the receipt of the report.
 - 5-3-10 Cost of the services of the arbitrator, including per diem expenses, actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
 - 5-3-11 Both parties may mutually agree to have a tape recording or stenographic transcript of the testimony at the hearings and will equally share the cost.
- 5-4 LEVEL THREE
- 5-4-1 If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL TWO or if the decision has not been rendered within ten (10) school days after the Superintendent has heard the grievance, the grievance may be filed with the Association within five (5) school days after the grievance decision has been rendered at LEVEL TWO or within fifteen (15) school days after the grievance was presented at LEVEL TWO, whichever is sooner. If the Association deems the grievance meritorious, it may proceed to LEVEL THREE within fifteen (15) school days after receipt of the grievance.

- 5-4-2 The Grievance Form, the decision at LEVEL ONE, the decision at LEVEL TWO and all paperwork will be presented to the Board as part of the LEVEL THREE review.
 - 5-4-3 The Board's review of the grievance may be held in executive session at the request of the employee(s), the superintendent or the Board.
 - 5-4-4 The decision of the Board shall be final and shall be made in writing within 15 working days of the Board's review.
 - 5-4-5 Both parties may mutually agree to have a tape recording or stenographic transcript of the testimony at the hearings and will equally share the cost.
 - 5-4-6 Any party in interest may be represented at LEVEL THREE of the grievance procedure by a person or persons of his/her own choosing.
- 5-5 REPRESENTATION, REPRISAL and LIMITATIONS
- 5-5-1 There will be no reprisals against any teacher, grievance representative, or any participant in a grievance as a result of their involvement in a grievance.
 - 5-5-2 A grievance may be filed during the summer vacation when necessary. When this occurs, the days listed as school days in the procedure shall be interpreted as week days excluding Saturday, Sunday and holidays.
 - 5-5-3 All grievance related material shall not become part of the teacher's personnel file.
 - 5-5-4 All forms necessary for the grievance procedure shall be jointly prepared and distributed by the Board and the Association.
 - 5-5-5 The Board agrees to make available to the aggrieved person and his/her representative all pertinent information and documents not privileged under law in its possession or control and which are relevant to the issues raised by the grievance.
 - 5-5-6 When it is necessary at LEVEL THREE for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent or the Board during the school day, they shall be released without loss of pay.

(2018)

ARTICLE SIX

ASSOCIATION PRESIDENT

- 6-1 The President shall not be involuntarily assigned to any committee meetings after regular class hours. Class time and planning periods may not be utilized for Association business by either party except in emergency situations. The President may be dismissed from the building at any time in the event of an emergency to conduct Association business with prior approval of the building principal.

- 6-2 The Board recognizes the President of the Association and/or his/her designee as representing the Association in all matters concerning the provisions or terms of this Agreement.
- 6-3 The President and/or Association Representatives shall be permitted access to the school buildings of the District for the purpose of conducting Association business when such access is not in conflict with school activities as determined by the building principal.
- 6-4 The President and/or his/her designee shall from time to time meet and confer with the Superintendent to discuss matters of mutual interest.
- 6-5 The privileges granted the Association President hereunder shall not constitute discriminatory treatment in violation of the provisions of Article 2-1.
- 6-6 The Association by its representatives may discuss matters of mutual interest with the Board of Education by notifying the Superintendent and/or his/her designee of the subject matter to be discussed no later than five (5) days prior to the date of the proposed meeting of the Board of Education.

ARTICLE SEVEN

ASSOCIATION FACULTY REPRESENTATIVE

- 7-1 The Association shall have the right to designate one faculty representative at each school for the purposes of this Agreement.
- 7-2 The principal of each school and the faculty representative will meet at the request of either party to discuss the administration of this Agreement.
- 7-3 The Association faculty representative shall have the right to schedule Association meetings after the school day, where such meetings do not interfere with the normal teaching duties of the teachers and conduct of business at school. Meetings before school will be held only in cases of emergency and with the approval of the building principal.
- 7-3-1 The faculty representative shall be given time at each faculty meeting for brief announcements.
- 7-4 The Association faculty representative shall have the right to communicate freely with the teachers in ways, which are not in conflict with the orderly and effective function of the school, including the right to place notices, circulars, and other materials relevant to the Association's business on a designated school bulletin board and in teachers' mail boxes.
- 7-5 The school public address systems, where available, may be used by the faculty representative to make announcements concerning Association meetings, if the principal of the building approves such use in advance.

- 7-6 No infringement shall be made upon the right of the Association to establish the rules by which the said faculty representatives are elected to office.
- 7-7 The Association has the right to conduct meetings within a school for the purpose of allowing those Association members to elect a faculty representative pursuant to 7-1.
- 7-8 Neither the faculty representative nor any teacher shall be prevented from wearing Association pins as identification of membership in the Association or any of its affiliates.

ARTICLE EIGHT

USE OF SCHOOL FACILITIES

- 8-1 The Association may use school facilities and equipment, without cost, pursuant to Board Policy. The Association must request prior approval from a principal of a building where an Association meeting is to be held. Such use shall be authorized when no conflict exists with the normal conduct of school activities.
- 8-2 The Association shall have the right to deliver and receive materials through the school delivery service. The Association shall be allowed the same delivery services furnished to school buildings.
- 8-2-1 An information copy of all distribution of notices, circulars or other materials shall be sent to the principal at the time of posting or distribution.

(1997)

ARTICLE NINE

TEACHING ASSIGNMENTS

- 9-1 Teachers will be notified in writing of any anticipated change of assignment or building as soon as that information is known to their principal. The principal will send a copy of this written notification to the Superintendent. At the request of any head athletic coach, a meeting shall be held with the principal no later than fifteen (15) days prior to the end of the school year concerning the status of coaching assignments and confirmation thereof when possible.
- 9-2 In order to assure that pupils are taught by teachers working within their areas of competence, accreditation standards, teaching licensure endorsements and teacher's major and minor fields of preparation will be used to make assignments.
- 9-3 Changes in assignment from one licensure area to another, from one grade level to another in the elementary schools, and in subject area assignments in the secondary schools, shall be voluntary insofar as possible. Teachers being considered for reassignment shall be consulted by the principal as soon as any change in assignment is contemplated. Their grade-level team members and/or their subject area department members shall be consulted by the principal following the private meeting between the principal and the affected teacher.

9-4 When possible, schedules of teachers who are assigned to more than one school building will be arranged so that no teacher will be required to engage in an unreasonable amount of inter-school travel.

9-5 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school will be reimbursed for all required travel at the per mile rate or the IRS rate times sixty (60) miles, whichever is greater.

9-6 Job-Sharing

9-6-1 Job-sharing shall mean the occupation of a single, full-time, staff position by two (2) non-probationary employees who are not involved in a job-improvement/remediation plan. The following arrangements may be considered:

- ◆ each employee working a portion of the contract day
- ◆ each employee working the entire school day for a portion of the contract year (either by semester or on a rotation system)

9-6-2 The Job-Sharing Program contains the following characteristics:

9-6-2-1 Teachers interested in job-sharing shall advise the building administrator by March 1. A tentative list of such teachers will be posted in each school on or before March 10. Teachers may then add their names to this list prior to March 15. The building administrator will post a final list on or before March 20.

9-6-2-2 The Job-Sharing Program involves only those teachers who have voluntarily agreed to participate.

9-6-2-3 Teachers who are interested in participating in the Job-Share Program must find a qualified partner with whom to share a job.

9-6-2-4 Teachers interested in forming a job-sharing team must present a written plan for approval to the building principal on or before April 1, prior to the school year in which the job-sharing will commence.

9-6-2-5 The Job-Sharing Program will be for a period of not less than one (1) year. Each job-sharing team may request an extension of the shared position for another year subject to building administrator approval. Requests must be submitted by March 15 of the first job-sharing year.

- a. Positions formerly held by employees forming a job-sharing team shall be filled on a one-year terminal contract for the first year of job-sharing.

- b. This contract status could be extended for one more year if the job-sharing team chooses to extend the job-sharing position for a second year.

9-6-2-6 An employee returning from a job-sharing position after one or two years shall return to his/her former position unless the position no longer exists; then the employee shall be assigned to a position for which the employee is qualified.

- a. After two years of job sharing and no later than March 1 of the second year, a job-share teacher will be required to choose between returning to the classroom on a full-time basis or continuing the job-sharing position.
- b. Should the teachers agree to continue the job-sharing position, a full-time slot would no longer be held in reserve. They would, however, be given the opportunity to apply for any available opening in the School District.
- c. If the position being shared under this arrangement is unable to be filled by job sharing due to the loss of one team member and the absence of a qualified and acceptable replacement, the remaining team member has the option of assuming the position full-time.

9-6-2-7 NOTE: Salary, benefits, PERA contributions, etc., will all be prorated based on the amount and time worked per year in the shared position. This financial arrangement applies only to those individuals engaged in job-sharing positions as described herein. This is an exception to Article Thirty-Five, Section One.

(1998)

ARTICLE TEN

STAFFING PATTERNS

- 10-1 From time to time the Board of Education may find it necessary to modify the existing organizational structure of the district in order to achieve more effective utilization of staff and/or facilities. When such a proposal would alter the existing staffing patterns at two or more sites by requiring a significant reallocation of teaching positions, a representative study committee of the affected teachers, selected by those teachers and their administrators, will be established at the sites involved to study the proposed changes prior to their implementation.
- 10-2 The committee established to study changes in staffing patterns shall be advisory to the administration and the Board of Education. The committee will be charged with making advisory recommendations, which will best suit the needs of the students in the building based on curricular needs and economic constraints.

- 10-3 Any teacher concerned with these proposed staffing changes will receive any information which has been developed for implementation including reasons for its implementation and educational goals.
- 10-4 The Board of Education may accept or reject the recommendations of the Study Committee. Upon request, the Superintendent will supply to the Committee the reasons for the Board's rejection.

ARTICLE ELEVEN

TRANSFERS

11-1 GENERAL PRINCIPLES

11-1-1 When a vacancy occurs, the position shall be posted internally for three (3) working days. A vacancy shall be defined as an opening in the teaching staff which has occurred due to one of the following conditions:

- a. A new position being established by the Board of Education
- b. A staff member transfers or leaves the employ of the School District, for whom a replacement is required that ultimately results in a new employee being hired.
- c. The assignment of a current part-time staff member being expanded and the teacher holding the position choosing not to assume additional responsibility.

11-1-2 When filling vacancies, currently employed teachers shall be given the first consideration to fill these vacancies. Experience, length of service, qualifications and other criteria shall be the determining factors used in filling such vacancies.

11-1-3 Teachers who have been employed in the School District for less than two (2) consecutive academic years in the same assignment, shall not be eligible for transfer unless approved by the Superintendent.

11-1-4 When a teacher transfers into a new assignment that involves a change in licensure area, elementary grade level, or secondary subject area, the teacher will be provided training prior to assuming the position as deemed necessary by the building principal following consultation with the teacher.

11-2 VOLUNTARY TRANSFERS

11-2-1 Teachers who desire a transfer to another teaching position, whether or not identified, shall notify the Superintendent's Office in writing prior to the last day of the school year. Said applications shall be regarded as continued until September 1 of that year, at which time all applications for transfer shall be inactivated unless first withdrawn.

11-2-2 All vacancies will be emailed to “All Staff” and shall be posted in the Lake Administrative Building.

11-2-3 When a transfer of a teacher is necessary due to a change in sections, a volunteer qualified for the new assignment will be offered the position or positions. If there is no qualified volunteer, a transfer may be affected by the Superintendent.

11-2-4 Teachers who apply for transfer should submit, in writing, their reasons and qualifications for the position. At the discretion of the Principal, the teacher may or may not be invited to interview for the vacancy. All applicants will be notified of the principal’s final decision. Upon request of the teacher, the interviewing principal will inform the teacher of the reasons for the denial of the request.

11-3 INVOLUNTARY TRANSFERS

11-3-1 When an involuntary transfer is being considered, the Principal(s) will consult with teacher(s) involved.

11-3-2 When an involuntary transfer of a teacher is necessary, a transfer may be affected by the Superintendent. The Superintendent shall notify the teacher involved in writing and give the reasons thereof. Consideration should be based on qualifications, need for expertise, licensure or endorsement and/or other necessary criteria.

11-3-3 The principal of the school in which the teacher is currently assigned, shall notify the teacher of impending transfers with a specific written description of the new assignment. Upon request of the teacher involved, the principal and the Superintendent or his/her designee will meet and discuss reasons given for the transfer. The teacher may request that a representative of the Association accompany him/her as an observer.

(2018)

ARTICLE TWELVE

CHANGE OF STATUS

12-1 Administrative vacancies will be publicized by the Superintendent and posted in all buildings.

12-2 Teachers who desire to apply for administrative positions shall submit their requests in writing to the Superintendent along with an updated application and current references.

12-3 At the discretion of the Superintendent, an interview committee composed of teachers of the school involved may be called upon to assist.

12-4 Announcements of the assignments of principals and/or assistant principals will be made as far in advance as possible.

ARTICLE THIRTEEN

TEACHING HOURS AND TEACHING LOAD

13-1 The contractual obligation of the parties for an academic year shall be 180 days for returning teachers and 180 days for new teachers to the School District, unless the school year is expanded as provided in the attached Addendum. The work year will include all days on which pupils are in attendance, orientation is scheduled, parent conferences are held or scheduled and other days on which attendance is required of the teacher.

In the event that the School District is required to return to a traditional 180-day school calendar, those provisions herein concerning work days (31-1); length of work day (13-3); contract days (13-11); sabbatical (32-11-8); and all daily proration of pay and sick leave shall revert to its predecessor language as set forth in the agreement between the School District and the Association dated January 2, 1982.

13-2 On the last day of the school year, teachers may leave school when the work objectives for the day have been accomplished as determined by the principal.

13-3 Except in unusual circumstances, the work day for teachers shall not exceed eight (8) hours including the lunch period and preparation period. The specific schedule that a teacher works shall be determined by the building principal within the stated time reference.

13-4 Attendance at uncompensated activities will be kept at a minimum.

13-5 Where the class schedule allows or the faculty of a particular building agrees, a continuous duty-free lunch period of thirty (30) minutes shall be provided. In other situations, an equitable rotation of duty will be assigned teachers. Teachers shall have the right to leave the school during their lunch period. Such lunch period shall be exclusive of passing and inter-school travel time.

13-6 Released time may be used to allow the staff at each school to participate in curriculum development and improvement and in-service education at the discretion of the Superintendent.

13-7 Elementary teachers shall have at least 200 minutes per week for planning. Secondary teachers will have one period daily free for planning. If scheduling permits, this planning time shall be a daily period of 40 minutes, that is continuous and uninterrupted. An individual teacher may agree to waive this particular section. In the event that it is not possible to have a continuous planning period, the building principal will, after a cooperative planning effort with the teachers involved, establish the planning period schedule.

13-8 Teachers will use their planning periods to conduct official school business unless given prior approval by the Principal. Effective use of planning time shall be considered as part of the evaluation process by the Principal.

- 13-9 A teacher who is assigned by the building principal to substitute or cover another teacher's duties will be compensated with a prorated amount of annual leave per 30-1 of this Agreement. Such assignments will be kept to a minimum. A teacher assigned to substitute under the terms of this provision may not refuse to carry out such assignment per 23-2. Upon completion of assignment this teacher will be granted annual leave on a prorated basis which will be accumulated to the individual's account per 30-1-7.
- 13-10 The Board of Education through the Superintendent will work with the Association President or designee to ensure that a teacher from each site is invited to participate on a calendar committee (as defined by Board policy). Such committee will be established by October 1 of each year. Once the calendar has been adopted, any changes will be mutually agreed to by the Board of Education and the Association. [MOU 2009]
- 13-11 Student demographics will be considered when setting class size. Factors that will be considered include the number of the following: Special Education students, English Language Learners, students qualifying for Free and Reduced Meals, students identified with special behavior needs, and Gifted and Talented students. Availability of facilities will also be a consideration.
- 13-12 Subject to other overriding educational considerations, teaching assignments at the secondary level shall be made equitably and with a view towards avoiding an excessive number of daily class preparations. [MOU 2009]

(2009)

ARTICLE FOURTEEN

CLASS SIZE

- 14-1 The Board and the Association agree and recognize that appropriate class size level is critical to the education or development of young people. Both parties further agree that their mutual goal is to achieve the lowest possible number of students in each class to promote an atmosphere most conducive toward educational achievement and excellence. At the same time, both parties recognize that class size is a function of many factors including budgetary constraints, enrollment, course objectives, subject matter, grade level, teacher availability, scheduling patterns, and/or style or educational activity.
- 14-2 Any teacher may request a Principal to share class size information as it is developed. Elementary principals will meet with a teacher of any class to determine educational effectiveness. At the Middle School/High School, Principals will meet with teachers when class size loads or class sections are unbalanced or oversized to discuss alternatives and/or rescheduling.
- 14-3 If a teacher believes the size of his or her class is educationally improper, the teacher may confer with his or her immediate supervisor. If the principal should determine that the teacher's complaint is without merit, the teacher is entitled to submit the complaint, in

writing, to the Superintendent for investigation and resolution and may request the Superintendent to inform the Board in writing of his or her concerns. The Superintendent or his/her designee shall report to the teacher, no later than seven (7) school days, the results of the investigation and recommended solution, if any.

(1995)

ARTICLE FIFTEEN

NON-TEACHING DUTIES

- 15-1 Non-teaching requirements shall be kept to a minimum. To the extent that it is necessary to assign non-teaching duties, they will be assigned in an equitable manner. A teacher may voluntarily accept non-teaching tasks and such action shall not violate this Agreement. If there are unfilled non-teaching duties after volunteers have been recruited, the principal may encourage any teacher who is not participating on a committee or extra-curricular activity to accept a non-teaching duty. All such extra work shall be paid as is or may be set forth in Appendix B, Additional Compensation.
- 15-1-1 Contracted inter-scholastic sporting events at the secondary level require additional teacher duties. A request for volunteers for additional duties will be made first at the secondary level. If an insufficient number of persons volunteers for such duty, a request for volunteers will be made at all other levels in the School District. Duties not filled by volunteers as provided above, shall be assigned in an equitable manner by the building principal in charge. Voluntary acceptance of non-teaching duties shall not violate the provision of this Agreement. Payment for non-teaching duties shall be as or may be set forth in Appendix B, Additional Compensation.
- 15-2 The parties acknowledge the Board's statutory responsibility to establish curriculum throughout the School District. The Board agrees to involve the teachers in curriculum development.
- 15-3 Released time may be used to allow the staff at each school to participate in curriculum development. Such released time must have the approval of the Principal.
- 15-4 Teachers will be provided complimentary tickets to all activities that take place within the School District and that ticket will admit the teacher, his or her spouse/partner, preschoolers, and children attending school in the School District. Elementary school children will be admitted only when accompanied by an adult.
- 15-5 A list of qualified substitute teachers is available at all times in the office of the building principal. Teachers may recommend to the principal the name of a specific substitute as a replacement during his or her absence. The principal shall honor such requests insofar as possible.

15-6 Teacher aides shall be supervised and evaluated by the building principal. Teachers may request the date or dates of teacher aide evaluations and provide input therefore to the building principal. Teacher aides shall not be used in any instructional capacity except as followed by law.

(1994)

ARTICLE SIXTEEN

PART-TIME TEACHERS

16-1 The School District may employ teachers who teach less than a normally scheduled school day when full-time teaching positions cannot be reasonably scheduled.

16-2 The following shall apply for those part-time teachers who are assigned for half or more than a normally scheduled instructional day, but less than a full instructional day:

16-2-1 Initial placement on the salary schedule shall be according to the provisions set forth in Appendix A.

16-2-2 Salary shall be in proportion to their assignment.

16-2-3 One experience increment shall be given for each one (1) year of service within the School District.

16-3 In addition the following fringe benefits shall apply to part-time teachers employed on half or more basis:

16-3-1 Proportional sick leave.

16-3-2 P.E.R.A. as allowed by law.

16-3-3 Hospitalization and Major Medical Insurance if the teacher is paid on a twelve (12) month basis.

16-3-4 Life Insurance if the teacher is paid on a twelve (12) month basis.

16-3-5 Bereavement Leave.

16-3-6 Jury duty and court subpoena leave.

ARTICLE SEVENTEEN

ACADEMIC FREEDOM

17-1 RECOGNITION OF TEACHER RIGHTS

17-1-1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibilities, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality. The parties recognize that these democratic values can best be transmitted in an atmosphere, which is as free as possible from censorship and restraints upon free inquiry and learning, and in which the academic freedom for teacher and student is encouraged.

17-1-2 Within the limits prescribed by the laws of the State of Colorado, academic freedom shall be guaranteed to teachers, and no undue limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning humanity, human society, physical and biological roles, and other branches of learning.

17-1-3 Freedom to the individual of conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE EIGHTEEN

FACILITIES

18-1 The School District is dedicated to providing the most appropriate facilities for any staffing pattern or combination of staffing patterns.

18-2 Professional personnel affected by new facilities (new construction or remodeling) shall be represented on advisory planning committees. Before final approval by the Board, the Superintendent shall confer with advisory committees to consider such recommendations concerning the final plans and shall so inform the Board of Education.

18-3 The parties recognize that circumstances may arise that may require the closing of a school or schools in the School District. In such a situation, the Board or Administration may order the closing of one or all of the schools in the School District. The Board of Education may, at its discretion, order that any days missed as a result of a closing be made up by teachers and students. The parties agree that any inequality in the number of days worked by some teachers as a result of any closing shall not constitute a violation, misinterpretation or an inequitable application of any of the provisions of this Agreement or Board policy concerning terms or conditions of employment. No teacher shall lose any pay or benefits due to temporary school closings during emergencies.

18-4 The Board and the Association agree to make every reasonable effort to comply with the rules and regulations for students and employee safety promulgated or enforced by the State of Colorado or its agencies.

18-5 Except in emergencies, maintenance and operation employees shall not interrupt classes.

18-6 Subject to the availability of monies and other priorities, the School District establishes as a goal the inclusion of the following facilities in its school buildings:

18-6-1 Existing building.

- a. space to safely store instructional materials and supplies.
- b. a lockable space in which each teacher may store personal belongings.
- c. appropriately furnished room of adequate size to be used as a faculty lounge. In addition, there shall be provided a space furnished with a telephone, which insures privacy of conversation.
- d. a serviceable desk and chair for each teacher.

18-6-2 New school buildings.

- a. space to safely store instructional materials and supplies.
- b. a lockable space in which each teacher may store personal belongings.
- c. a teacher work area containing adequate space, equipment, and supplies to aid in the preparation of instructional materials.
- d. appropriately sized room to be used as a faculty lounge. In addition, there shall be a space furnished with a telephone, which insures privacy of conversation.
- e. well-lighted, clean, conveniently located teacher restrooms.
- f. adequate lunch room facilities for the use of the teaching staff.
- g. a serviceable desk and chair for each teacher.
- h. adequate parking facilities for teachers.

ARTICLE NINETEEN

TEACHING SUPPLIES AND EQUIPMENT

19-1 Teacher committees will have the opportunity to participate in the selection of materials and equipment and will make recommendations to the Board through the administration.

19-2 Teachers will be given at least thirty (30) days in which to supply the principal of their building with a list of supplies needed for the coming year. The administration will provide

the opportunity for teachers to submit items to be placed on equipment bid lists once during the school year.

(1994)

ARTICLE TWENTY

INSTRUCTIONAL MEDIA CENTER

20-1 When ordering new replacement materials and equipment, the Instructional Media Specialist shall first obtain recommendations from the department or grade level teachers. It is recommended that each department or grade level receive equitable and fair allocation of the funds available for the purchase of such materials and equipment.

20-2 The Instructional Media Specialist may be required to work additional time beyond a regular contract. He or she shall receive additional pay at the rate of 1/180th of his/her annual salary for each additional day worked.

20-3 In establishing an Instructional Media Specialist/pupil ratio, the Board shall be guided but not bound, by state or federal standards.

(2008)

ARTICLE TWENTY-ONE

COUNSELORS

21-1 Counselors may be required to work additional time beyond a regular contract. The schedule for the additional days will be set for the following school year by May 15th. They shall receive additional pay at the rate of 1/180th of their annual salaries for each additional day worked.

21-2 In establishing student/counselor ratios, the Board shall be guided, but not bound, by Colorado Department of Education accreditation standards.

(2008)

ARTICLE TWENTY-TWO

LEADERSHIP

22-1 In elementary and/or secondary schools, teachers may recommend to the building administrator team leaders, grade level leaders, departmental chairpersons or any other such persons to coordinate and plan. Such leaders shall not be considered administrative employees, nor shall they be required to rate or evaluate teachers.

(1994)

ARTICLE TWENTY-THREE

PROFESSIONAL STANDARDS

- 23-1 The Board and the Association agree that the Code of Ethics for the Teaching Profession of the State of Colorado, as established by the Colorado Professional Practices Commission, establishes the minimal standards of professional behavior in the District. If any question of a breach of professional ethics occurs, the Association shall be notified.
- 23-2 Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives, provided that the teacher may reasonably refuse to carry out an order which threatens his/her physical safety; and provided further, that such rules, regulations and directives are in no way a violation of the provisions of this Agreement.

ARTICLE TWENTY-FOUR

TEACHER EVALUATIONS

Until such time as the state law and practice are clear, consult the Memorandum of Understanding (MOU) that is in force for the current school year.

- 24-1 The purpose of evaluation, as explained in the Licensed Personnel Performance Evaluation System document, is to improve professional competency and to determine the continuation of employment in the School District. The evaluator constructively critiques an individual's teaching performance, classroom management, human relations skills, and professional responsibilities.
- 24-2 All monitoring or observations of the work performance of a teacher will be conducted openly.
- 24-2-1 Documented observations as described below, shall upon written request of the teacher to be evaluated, be conducted with not less than three or more than seven school days' notice to the teacher to be evaluated. A written request for notification of formal evaluation shall be renewed by the teacher annually.
- 24-2-2 Informal observation of work performance may be conducted without notice and at any time.
- 24-3 Formal evaluations must necessarily include first-hand observations of the teacher in the performance of his/her duties. If the class period is less than thirty (30) minutes in length, the observation of a full class period will count toward the required number of evaluations as set forth below. Documented observations shall not be less than twenty (20) consecutive minutes. Formal evaluations will be on School District approved forms.
- 24-4 The teacher shall be evaluated with regard to his/her professional competency as a teacher employed by the District. Areas of weakness or unsatisfactory performance will be

described in detail when included in the evaluation report and specific written suggestions and a planned program for improvement and/or remediation will be submitted to the teacher involved.

- 24-5 Lack of participation by a teacher in extra-curricular activities is no basis for unsatisfactory evaluation unless his/her assignment requires such participation.
- 24-6 After each formal evaluation, the evaluator must confer and correlate performance expectations with observed strengths and deficiencies. After each documented observation the evaluator shall confer with the teacher.
- 24-7 No written matter derived from a formal or informal evaluation or documented observation shall be placed in the teacher's central personnel file without a prior conference thereon at the option of the teacher. The teacher shall be entitled to a copy of any written matter placed in his/her central personnel file no later than one (1) day prior to the conference thereon. The written matter shall be signed by both the teacher and the evaluator prior to filing to indicate only that a copy was received by the teacher. The teacher shall have the opportunity to place a written response to any material placed in his/her central personnel file.
- 24-8 After two documented observations (one formal evaluation) in which specific deficiencies are observed, the teacher shall be advised and placed on Level II remediation cycle as explained in the Licensed Personnel Performance Evaluation System document.
 - 24-8-1 If a recommendation for teacher dismissal is made by the Superintendent, written documentation shall be received by the teacher prior to the meeting of the Board at which action is to be taken.
- 24-9 Probationary teachers shall be evaluated by the evaluator a minimum of two (2) times a year, each evaluation based on two (2) documented observations. The first evaluation shall be completed no later than November 30. The final evaluation shall be completed no later than April 1.
- 24-10 Non-probationary teachers shall be evaluated with a documented observation yearly. Non-probationary teachers shall be formally evaluated a minimum of once every three (3) years. Each evaluation will be based on two (2) documented observations during their formal evaluation year.

(1998)

ARTICLE TWENTY-FIVE

PERSONNEL FILES

- 25-1 Upon request, teachers will have the right to review the contents of their human resource personnel file and make copies of any documents contained therein.
- 25-2 No material derogatory to a teacher's conduct, service, character, or personality will be placed in the central personnel file unless the teacher has had an opportunity to review the material. A teacher's signature on such material indicates that he/she has reviewed it, but

does not construe agreement with the contents. The teacher will also have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent and included in the central personnel file.

- 25-3 Letters of recommendation shall be considered confidential and shall not be subject to review as provided in 25-1 and 25-2. Letters of recommendation will only be written at the request of a prospective employer or teacher.
- 25-4 All full-time teachers shall be responsible for maintaining a current license from the Colorado Department of Education at the central office. Any teacher who fails to keep his or her license on file shall be subject to termination or loss of pay as determined by the Board, provided that said license is not delayed in its delivery by the Colorado Department of Education.

ARTICLE TWENTY-SIX

PROFESSIONAL DEVELOPMENT

- 26-1 The Board will provide funds to defray costs incurred by teachers attending instructional conferences. The amount allocated to this fund will be \$7,500.00 per year. It is agreed that no more than forty percent (40%) of this budget shall be spent prior to January 1 of each school year. Cost of substitute teachers required to replace teachers that are authorized to travel, will not be charged to the conference fund. Teachers will not be penalized by loss of pay or leave time for attending instructional conferences that were approved in advance by the principal.
 - 26-1-1 The travel committee shall be composed of one representative from each building elected by the teachers of that building.
 - 26-1-2 The travel committee shall receive requests for travel funds from teachers and shall act on the merits of such request. The travel committee shall determine the rate of reimbursement for travel-related expenses.
 - 26-1-3 The administration shall have the right to request teachers to attend conferences necessary for the improvement of instruction and expense for such conference will be paid from this conference fund at the rate approved according to 26-1-2.
 - 26-1-4 Requests from teachers to be absent to attend instructional conferences shall be submitted to the principal to seek his/her approval no later than five (5) school days prior to the date of the anticipated absence. The principal may waive the five (5) day notification. The travel committee shall establish its own time-line concerning deadlines for requests for funds.
 - 26-1-5 The building principal shall have the authority to approve or disapprove each teacher's absence.

- 26-1-6 Payments from the conference fund will be made after the trip has been taken and upon receipt of adequate records and/or reimbursement receipts. In unusual circumstances, the restriction can be waived.
- 26-1-7 If a teacher is anticipating an out-of-town trip, a school vehicle will be used if available. If a school vehicle is available and not used, the only reimbursement will be the actual cost of gasoline.
- 26-2 Before taking a course to gain advancement on the salary schedule, including individual courses in an approved Masters program, teachers shall submit the official Course Approval form and a course description. See Appendix C. Graduate credit for advancement on the salary schedule will be granted under the following guidelines:
- 26-2-1 College graduate credit will be recognized for horizontal advancement on the salary schedule provided these credits meet Colorado Department of Education requirements for the renewal of a Colorado License. Courses covered by the criteria below in 26-2-1 (a) will be considered on an individual basis by the Superintendent or designee. If a question arises as to the acceptability of a course, it shall be referred to a committee composed of two teachers and two administrators. The teachers who serve on the committee shall be appointed by September 15 of each school year by the Association. The committee will come to consensus on the acceptability of a course. The decision of the committee shall be final.
- 26-2-1-a. The course is approved in advance by the Principal/Supervisor as being acceptable by one of the following:
- 1) Graduate credit is consistent with the position and/or area to which the teacher is assigned or aligned with the definition of Highly Qualified Teacher.
 - 2) Graduate credit is toward an advanced degree, which is consistent with the teaching position and/or area to which the teacher is assigned and such degree program has received prior instructional approval.
 - 3) Graduate credit taken is beneficial to the School District as well as the teacher in his/her role as a professional educator.
- 26-2-1-b. If prior approval has not been obtained before a course is taken, the teacher will present the request for late approval to the Principal. The said Principal will base the decision on the criteria set in 26-2-1. If course is denied by the Principal, the teacher has the option to appeal to the committee. The decision of the committee shall be final.
- 26-2-2 No credit will be recognized for horizontal advancement beyond the MA level if it was earned prior to the time the MA degree was awarded by the institution.
- 26-2-3 Teachers who are eligible for horizontal advancement must submit appropriate documentation to Human Resources by September 15 for advancement to occur in that academic year. Proof of completion of academic hours may include unofficial transcripts, grade cards, or letters from instructors. Official transcripts are required and must be submitted BY OCTOBER 15 to the Human Resources Office.

26-2-4 The teacher may advance only ONE horizontal step each academic year. The only exception to this rule will be for teachers who earn a Master's degree or Doctorate degree; they will be allowed to move immediately upon completion and submission of official transcripts.

(2016)

ARTICLE TWENTY-SEVEN

SUPERVISION OF STUDENT TEACHERS/INTERNS AND PRACTICUM STUDENTS

27-1 No teacher shall be required to supervise a student teacher/intern or practicum student.

27-2 A teacher who supervises a student teacher/intern shall have a minimum of three (3) years of teaching experience, as least two (2) of which have been in the Gunnison Watershed School District RE-1J.

27-2-1 There shall be no experience requirements for supervision of practicum students.

27-3 No teacher shall be permitted to supervise more than one full-time equivalent student teacher/intern.

27-4 Supervising teachers shall work with the university program coordinator and the building principal in developing extensive opportunities for student teachers/interns, and practicum students to observe and practice the arts and skills of the teaching profession.

27-5 The student teacher/intern or practicum student shall be directly responsible to the supervising teacher, and subject to the overall authority of the principal.

27-6 The Association shall establish policies and procedures for the administration and award of tuition waivers received by the School District. The School District shall remain as custodian of said funds and disburse the same according to the written instructions of the Association.

(1994)

ARTICLE TWENTY-EIGHT

STUDENT DISCIPLINE

28-1 It is understood that the School District must assume responsibility to provide support and assistance in order for teachers to maintain control and discipline while engaged in their duties and responsibilities as teachers. Teachers shall enforce rules and regulations governing student discipline established at the building level by principals and teachers.

28-2 In the event a teacher is assaulted or injured while carrying out his/her duties and responsibilities as an employee of the School District, a district administrator shall

immediately, upon being made aware of the incident, contact the appropriate law enforcement agency to initiate a criminal investigation. In such a circumstance, or when a teacher is injured while carrying out his/her duties and responsibilities as an employee of the School District, the teacher shall not be charged with such time lost. The School District reserves the right to require a teacher to provide a physician's certification in such instances.

- 28-3 The School District will reimburse a teacher for damage or destruction of clothing resulting from a bodily assault while carrying out his/her duties and responsibilities as an employee of the School District.
- 28-4 Whenever possible, an officer of the School District, rather than a teacher, shall initiate a complaint arising from criminal acts against the School District.
- 28-5 If any teacher is complained against or sued as a result of any action taken by the teacher while acting within the scope of his/her employment, the teacher may request the Board's assistance in the preparation of his/her defense. Upon receipt of such request, the Board may instruct its attorney to consult with the teacher's legal counsel and to render necessary assistance to the teacher in preparation of his/her defense.

(2000)

ARTICLE TWENTY-NINE

PARENTAL AND STUDENT COMPLAINTS

- 29-1 To facilitate better communication an affected teacher shall be notified as soon as possible of any verbal complaint by parent/legal guardian and/or student.
- 29-2 Every effort will be made by the principal to encourage a resolution of the complaint by a meeting between the parent and/or student and teacher. If the parent chooses not to pursue the complaint, the matter will be considered ended. In the event that the parent or student is unwilling to meet with the teacher alone, the principal shall offer to meet together with the parent and/or student and teacher in an effort to resolve the complaint.
- 29-3 If no resolution of the matter is reached between the principal, teacher and parent or student, the complaint will be presented to the Superintendent, in writing, with copies to all parties involved.
- 29-4 If a resolution has not been reached, the complaint may be presented to the Board of Education. Complaints to the Board against individual teachers shall be in writing and signed. The Board shall have a reasonable opportunity to investigate the alleged complaint prior to any public discussion. The complaint and its resolution shall be filed in the administrative offices and shall not be made part of the teacher's personnel file.

ARTICLE THIRTY

ANNUAL LEAVE

The Association and Board of Education believe the most effective learning takes place in a consistent structured environment. We believe that the assigned teacher's presence in the classroom is vital to a quality education. Annual leave is provided in the event that a teacher needs to be out of the classroom due to illness or other personal reasons. The leave concept works most effectively when all parties communicate in its application.

30-1 Leave shall be provided to the teacher upon employment to the School District. Unused leave accrues and is credited to the individual's account (refer to Article 30-1-7; 30-1-9).

30-1-1 Again, the Association and Board of Education believe the most effective learning takes place in a consistent, structured environment. We believe that the assigned teacher's presence in the classroom is vital to a quality education.

- a. It is the joint responsibility of the teacher and principal or supervisor to determine the need and impact of requested leave so that the principal or supervisor may consider approval for leave.
- b. Each teacher shall be credited eleven (11) days of annual leave per school year without loss of salary.
- c. The leave request form shall be submitted to the principal or supervisor for consideration of approval. For a pre-planned event, requests for leave shall be submitted to principal or supervisor three (3) days in advance of the day to be absent, if possible.
- d. The leave request form shall be submitted directly to the superintendent with a copy provided to the principal or supervisor under the following conditions: Usage that exceeds three (3) consecutive days, or exceeds eleven (11) annual leave days, or is combined with any designated adopted district calendar breaks before and after; teacher work days; staff development days; parent/teacher conferences; first week of school with students, and last week of school with students; or when requests for leave exceed the number of satisfactory substitutes available.
- e. A committee (comprised of an Association building representative and principal but not limited to) at each site will develop and implement an emergency plan for a protocol when requests exceed the number of available substitutes. High use days shall be posted via email to teachers/staff and throughout the School District. During the times of shortage of substitute resources, the principal will prioritize assigning substitutes as follows:

1. Sick/Bereavement
2. Emergency
3. Personal

30-1-2 In an attempt to educate teachers/staff and building administration the following steps shall be taken:

- a. A common presentation will be made to all professional staff of each site at the beginning of the school year by the principal, the building Association representative and GCEA president/designee on the specific components of this article and its application.
- b. The GCEA president/designee and principal will guide the classified staff on the accounting procedures of leave.
- c. The School District's Mentor Program shall include a component on the "Teaching Profession", which will include a review of Article 30 Annual Leave, Article 30-2 Sick Leave Bank, Article 31 Temporary Leave, Master Agreement, board policy, staff handbooks, professional ethics and standards, and other items relevant to the profession as it manifests itself in this School District. The program will be presented jointly by a GCEA representative and an Administrative representative.
- d. At critical times during the school year, -before and after vacation calendar days, first week of school with students, last week of school with students, staff development days, in-service days, parent-teacher conferences, teacher work days; the Association and building principal at each site shall issue a statement reminding teachers about appropriate use of leave provision.

30-1-3 When a teacher is appointed after the beginning of the work year, the number of leave days to which he/she shall be entitled will be in proportion to the number of days of service he/she is to complete to the number of days in a regular contract year.

30-1-4 In the event that leave is exhausted, a teacher may submit a written request to Superintendent for up to five (5) days of leave that may be borrowed from leave of the next school year. In the event the teacher does not return to the School District the next school year, the School District shall be reimbursed for the days borrowed at a per diem of one contract day.

30-1-5 Leave shall be charged against a teacher according to the following guidelines:

- a. Elementary Teachers
 - o Less than half a day in clock hours ½ day
 - o Half day or more in clock hours 1 day
- b. Middle and High School Teachers

- Three periods or fewer per day (excluding planning) ½ day
- Four periods or more per day 1 day

30-1-6 All previously accrued leave benefits shall be returned to those teachers returning to the School District from School District approved leaves.

30-1-7 Unused annual leave shall be accrued to the teacher's individual account. Leave may be used for medical purposes, personal illness or accidents and for illness of a member of immediate family or when the teacher is acting as a designated care-giver.

30-1-8 Exceptions to denial of leave may be granted by the Superintendent after written appeal.

30-1-9 Teachers having more than seventy-five (75) days of accumulated annual leave may request reimbursement of unused annual leave at the rate of \$50 per day. Reimbursement may not exceed six (6) days during any year for any one teacher. Payments under this Article may not exceed in the aggregate \$4,500.00 in any one-budget year. Applications for reimbursement shall be filed with the Business Manager not earlier than the last day of the school year and no later than June 15 of any given year. In the event that applications for accumulated annual leave reimbursement in any given year exceed a total of \$4,500.00 for the School District, payments shall be prorated between those teachers requesting annual leave according to the number of days tendered for repurchase. Teachers must use Appendix H in requesting reimbursement of unused annual leave.

30-1-10 Commencing July 1, 1997, upon retiring after at least twenty (20) years of service in the School District, the School District will reimburse the retiring teacher for any accumulated annual leave days up to and including 100 days at a rate of \$50 per day. Teachers must use Appendix I in requesting reimbursement of unused annual leave. Applications for reimbursement shall be filed with the Business Manager by March 1 of the year prior to the retirement year.

(2009)

30-2 SICK LEAVE BANK

30-2-1 The intent of the Sick Leave Bank is for a serious illness of the sick leave bank member. The Sick Leave Bank may be used for maternity leave, up to 6 weeks for a vaginal delivery and up to 8 weeks for a cesarean section delivery.

30-2-2 Each teacher enrolling in the bank shall contribute two (2) days of annual leave to the bank per year for a period of three (3) continuous years. Such contributions are made between September 1 and October 1 of each year, using an approved form.

30-2-3 Teachers who have contributed to the bank for at least three (3) consecutive years shall become continuing members. Such members shall not contribute additional days to the Bank until such time as the total number of days in the bank drops below

500. Between September 1 and October 1 of the year in which the total number of days drops below 500, each continuing member of the bank shall contribute one (1) additional day. At such time as the total in the bank drops below 200 days, each continuing member shall contribute two (2) additional days.

- 30-2-4 Teachers shall use their accumulated annual leave days, if available, prior to utilizing the sick leave bank days.
- 30-2-5 A maximum of sixty (60) days may be drawn by one individual during any school year from the bank. A member may apply for up to thirty (30) days by following 30-2-6. A member may reapply for up to another thirty (30) days if so needed per 30-2-6. For each request to the sick leave bank the applicant will follow 30-2-6.
- 30-2-6 A teacher requesting the use of the sick leave bank must first contact the Sick Leave Chair to fill out the Sick Leave Bank form. Please note: A teacher must obtain a physician's certification letter that defines the medical problem and why and how much leave is required from work. Approval for Sick Leave bank days must be given by a committee composed of five (5) members who broadly represent the Gunnison County Education Association. The majority consensus of the committee is final. All information will be confidential. Employees requesting Sick Leave Bank days will not be allowed to attend the meeting at which their request is being discussed. A copy of the Sick Leave Bank approval/denial, and the physician's certification letter will be sent to the Payroll Specialist, the Sick Bank Chair, and the Superintendent by the teacher requesting leave.
- 30-2-7 The sick leave bank will remain effective if 50% of the eligible teachers are continuing or contributing members of the bank each year.
- 30-2-8 In the event that an applicant is incapacitated and therefore is incapable of applying for the sick leave bank, the committee reserves the right to apply for that sick leave bank member.
- 30-2-9 Sick leave member requests to use sick leave bank for someone other than self (in the role of caregiver) will be made in writing directly to the Superintendent. The Superintendent shall respond to the applicant and sick leave bank committee within five (5) school days, if possible.
- 30-2-10 A teacher who has exhausted the above provisions of accumulated annual leave shall be granted a leave of absence without pay for the duration of such illness or disability through the end of the school year. Such leave without pay status may be renewed upon approval of the Board of Education for one (1) additional year. A physician's certificate of fitness to work will be required before a teacher can return to duty after using the provisions of this section.

(2018)

ARTICLE THIRTY-ONE

TEMPORARY LEAVES

VISITATION LEAVE

31-1 Teachers may be granted leave without loss of pay for the purpose of professional visitations or attending meetings or conferences which are of an educational nature. This leave shall not be deducted from the teacher's annual leave days and must receive prior approval from the building principal.

LEGAL LEAVE

31-2 A teacher involved in any legal proceeding arising out of his employment with the School District and in the proper exercise of his or her duties, shall be granted necessary leave without loss of pay.

31-3 Each teacher shall be granted leave when called for jury duty or subpoenaed as a witness. The teacher shall turn over to the Board any payment received for such service and no deduction shall be made from the teacher's salary.

31-4 Up to one day of annual leave per year may be taken by any teacher for the purpose of discharging any duty as a personal representative, executor or the equivalent thereof for the estate of any member of the teacher's immediate family as defined in Article 30-1 above.

BEREAVEMENT LEAVE

31-5 Teachers shall be granted bereavement leave. All bereavement leave shall be deducted from the teacher's annual leave account.

ASSOCIATION LEAVE

31-6 Twenty (20) days of professional leave shall be granted to the Association during the school year to be used by its members for Association business. The Association and the School District will split the substitute pay of the days used up to twenty (20) days. If the Association member holds a CEA position, an additional ten (10) days will be granted with CEA reimbursing the School District for substitute pay. Such leave shall be for professional activities that are educational in nature.

OTHER TEMPORARY LEAVES

31-7 Other temporary leaves of absence may be granted by the Superintendent with a deduction of a per diem of one contract day of the teacher's annual salary.

31-8 Teachers who resign during the school year will have all future leave requests approved or denied by the Superintendent from the date of the letter of resignation through the last day of the work year.

(2003)

ARTICLE THIRTY-TWO

EXTENDED LEAVES OF ABSENCE

GENERAL PROVISIONS

32-1 Extended leaves of absence granted under this Article shall be without pay except as specified for sabbatical leave or as described in the FMLA. All accrued benefits and credits will be restored to a teacher upon returning to employment.

32-2 All requests for extended leaves of absence or renewals will be made in writing to the Superintendent of School for consideration by the Board of Education.

32-3 A teacher returning from an extended leave of absence shall be allowed to return to the same position, which he/she previously held. If that position does not exist the teacher will be given a position based upon seniority, qualifications, need for expertise, licensure or endorsement and/or other necessary criteria. The teacher shall notify the School District of his/her intention to return, or not return, no later than March 1 prior to the school year for which he or she intends to return.

FAMILY MEDICAL LEAVE

32-4 Leave will be granted pursuant to Family Medical Leave Act (FMLA).

32-4-1 Information regarding FMLA will be available through the Central Office.

32-4-2 Teachers will notify Human Resources and the Superintendent's office as soon as they anticipate an extended medical leave that may require FMLA.

(2011)

PERSONAL LEAVE

32-5 Only teachers having been employed in the School District for four years are eligible for a one- year Personal Leave. Personal leave may be granted for a period not to exceed one (1) year. A one-year extension of said leave may be granted at the discretion of the Board of Education. In special circumstances, a teacher may request in advance a two-year leave. The reasons for such leave must be stated in a written request. Except in cases of unforeseen circumstances, such personal leave or an extension thereof must be requested no later than March 1 of the school year prior to the anticipated year's absence. Teachers returning from such leave shall be placed on the salary schedule at the step to which he/she would have been entitled prior to taking such leave. Teachers returning from such leave may be allowed

to return to the same position which he/she previously held based on the recommendation of the principal. If that position does not exist, the teacher will be given a position based upon seniority, qualifications, need for expertise, licensure or endorsement and/or other necessary criteria.

(2016)

PROFESSIONAL DEVELOPMENT LEAVE

32-6 Non-probationary teachers may be granted a leave of absence, without pay, for a period of one (1) year for further study when college credits are earned. Such leave may be taken for one semester if an adequate replacement can be obtained. Upon return from leave, a teacher may be granted up to one (1) year's credit for the purpose of achieving a salary level as if he remained actively employed in the District.

EXCHANGE TEACHER LEAVE

32-7 Teachers may be granted one (1) year's leave, without pay, for the purpose of exchange teaching. The following conditions shall be observed for leave for the purpose of exchange teaching:

32-7-1 Non-probationary teachers are eligible providing an acceptable person can be found with whom an exchange can be arranged.

32-7-2 Unless other salary arrangements are made, an exchange teacher from the School District shall be paid the salary to which he is entitled to by the School District.

32-7-3 Credit on salary schedule shall be given for the time spent in exchange teaching.

SABBATICAL LEAVE

32-8 If money is available, the Board of Education may grant up to one (1.0 FTE) sabbatical leave per school year for the following purposes:

- a. enrollment in college or university courses during the leave.
- b. independent study where college credit is earned.
- c. visitation, observation, and/or research that will prove educationally beneficial to the School District.

32-8-1 A teacher who has completed at least six (6) full years of service in the School District is eligible to apply for and be granted a sabbatical. The teacher's present school year shall be included when determining the six (6) years of service.

32-8-2 Teachers wishing to apply for sabbatical leave shall submit to the Superintendent their request for sabbatical no later than February 1 of the school year preceding the proposed year of leave. The application shall include the following items:

- a. a clear statement of purpose for the leave, including how the leave will be professionally beneficial to the applicant.
- b. a detailed written plan describing specifically the program to be completed during the period of this sabbatical and how it is directly related to the applicant's job assignment.
- c. a statement of how the leave will prove directly beneficial to the School District upon the applicant's return to work.
- d. a statement signed by the applicant's principal (or supervisor if not assigned to a site) indicating the administrator's agreement that the proposed program will be professionally beneficial to both the teacher and the School District.
- e. a signed agreement whereby the applicant promises both to return and complete two (2) years of teaching service following the completion of the sabbatical and to adhere to the program as set forth in the application. A teacher may waive this service requirement provided payment of the partial salary drawn during the sabbatical is repaid to the School District.

A teacher returning from sabbatical leave shall be returned to classroom duties in accordance with Article 32-3.

32-8-3 A committee composed of three (3) teachers appointed by the Gunnison County Educational Association President, one from each level: elementary, middle and high school teacher, and one administrator appointed by the Superintendent of Schools shall convene to screen applications for sabbatical leave. The screening committee shall consider factors involved in each of the various applications, including but not limited to the following: length of service since the last sabbatical, purpose of the request, merits of the request, anticipated benefits that the School District will receive, and any other reasonable factors. The committee may require that any or all applicants present their rationale to the committee. The committee will prepare a prioritized list of all eligible applicants, recommending teachers in order, based on the overall merits of the applications, and present it to the Superintendent no later than March 1.

32-8-4 The Superintendent will forward the recommendations, with comment if necessary, to the Board for action at the regular March board meeting.

32-8-5 The Board, in granting a sabbatical, may consider remuneration to the applicant for professional services to be rendered by the applicant during the period of the sabbatical leave; however, scholarship, grants, and fellowships shall not be

considered remuneration under the provisions of this article and shall not be considered.

32-8-6 A teacher on sabbatical leave will be paid at the 50% level of the salary rate he or she would have received if he or she would have been active in the School District. A teacher will receive credit toward salary increment while on sabbatical leave and receive insurance and retirement benefits as if he or she were employed on a half-time basis.

32-8-7 A teacher returning from sabbatical leave will submit to the Superintendent transcripts of all college and university credit received while on sabbatical leave and will submit in writing, in addition, a complete résumé of all non-credit or independent work study completed by the teacher during the period of sabbatical, together with a written report describing those items accomplished by the teacher during the sabbatical leave and any comments by the teacher concerning the value of the sabbatical leave to the School District. Said report shall be delivered to the Superintendent within sixty (60) days of the termination of the leave. If the Superintendent has reason to believe that the teacher returning from the sabbatical leave did not fulfill the previously agreed upon program, he or she shall, after consulting with the joint committee, refer the matter to the Board for disciplinary or legal action as may be appropriate.

32-8-8 Sabbatical leave shall be granted for no longer than a one (1) year period. Provided that the Board has not already approved a sabbatical leave for the following year, a teacher on sabbatical may request extension of the initial leave year for a second year. The request must be received by the Superintendent no later than April 1. Upon recommendation of the Superintendent and if money is available, the Board may grant a one-year extension of the sabbatical.

(2002)

ARTICLE THIRTY-THREE

TEACHER RETIREMENT

33-1 The District Retirement process requires those teachers retiring to file a letter of intent with the Superintendent's office by March 1 of the year prior to the retirement year. (Reference 30-1-10, Unused Annual Leave Reimbursement)

ARTICLE THIRTY-THREE A

LONGEVITY PAYMENT

33 A-1 As of May 2, 2014, teachers will be awarded longevity pay after the 20th, 25th, and/or 30th year of employment in the School District. The District Human Resources office will review personnel files annually and send out notification to qualifying teachers. Teachers who qualify should fill out the application in Appendix F, by March 1 in the 20th, 25th, or 30th year of employment in the School District.

Teacher qualifications for longevity payments include the following: must currently be a .5 FTE teacher or greater and must meet the terms per 1-18. Employment does not include any type of substitute position whether part time or full time.

- a. in 20th year = \$4,000.00
- b. in 25th year = \$4,000.00
- c. in 30th year = \$4,000.00

33-A-2 This payment will be paid out over a twelve (12) month period beginning the next fiscal year

(2009)

ARTICLE THIRTY-FOUR

INSTRUCTIONAL STAFF REDUCTIONS

34-1 As provided in state law and Board policy, the Board may cancel the employment contracts of teachers when there is a justifiable decrease in the number of teaching positions as a result of a fiscal exigency or program change as determined by the Board. If a fiscal exigency occurs in the middle of the school year, teacher staff reductions at that time will occur only after all other options have been considered.

34-2 Before any meeting of the Board at which the Board will consider a proposed resolution or decision that a fiscal exigency exists or a program change is to be made that may require the cancellation of the employment contract of one or more teachers, the Superintendent shall meet and confer with the designated representatives of the Association regarding the nature and extent of the fiscal exigency or proposed program change, and regarding any plan then contemplated by the administration for reduction of teaching positions. The Superintendent shall make available to the Association all pertinent information supporting the need to reduce teaching staff.

34-3 If the Board decides that the number of teaching positions is to be reduced, normal attrition, retirement and resignations shall be considered prior to any cancellation of teacher employment contracts. The Board shall also consider the effect of proposed staff reductions on accreditation requirements, District goals, State Department of Education Standards and recommended student/teacher ratios. In the event that cancellation of teacher employment contracts is necessary to achieve the reduction required by the Board, the following shall be considered as significant factors in determining which particular employment contracts will be recommended for cancellation:

34-3-1 The Needs of the District

Determination of such needs shall encompass due consideration of the faculty education, licensing endorsements and other professional qualifications and experience needed for effective and efficient delivery of the educational programs of the district, as well as the best interests of the students enrolled in the District.

- 34-3-2 Job performance over the previous three year period as measured using the criteria and standards set by the Board for evaluation of teachers in accordance with applicable state law and state board of education rules governing evaluation of licensed personnel. If the teacher does not have three years of job performance data from the district, then the Superintendent shall consider the available job performance data obtained regarding the teacher's employment in the District. Nothing in this subsection requires consideration of evaluations conducted by or in other school districts.
- 34-4 The probationary or non-probationary status of a teacher, and the seniority of a teacher, shall also be considered as additional factors in determining which employment contracts will be recommended for cancellation as a result of the decrease in teaching positions, except that such additional factors may be considered only after the consideration of the factors set forth in Section 34-2 above, and only if consideration of such additional factors is in the best interest of the students enrolled in the District. The parties agree that such additional factors shall be applied as follows:
- (1) as between teachers in the same endorsement area for whom the factors set forth subsections 34-2-1 and 34-2-2 above are not determinative as to whose employment contract should be cancelled, the Probationary I teachers should be cancelled first, Probationary II teachers second, and Probationary III teachers third, before the employment contracts of non-probationary teachers are cancelled; and
 - (2) as between non-probationary teachers in the same endorsement area for whom the factors set forth subsections 34-2-1 and 34-2-2 above are not determinative as to whose employment contract should be cancelled, the employment contracts of non-probationary teachers will be cancelled in the inverse order of seniority (i.e., least senior non-probationary teachers first).
- 34-5 In the event one or more positions again become available within the District, they shall be first offered to teachers whose employment contracts have been cancelled within the last twelve (12) months pursuant to a reduction in force under this Article. Such offers shall be made to teachers in reverse order of the reduction in force, and upon rehiring, all previously accrued benefits under the terms of this Agreement or by statute shall be restored.
- 34-6 Probationary teachers whose contracts will be canceled during, instead of nonrenewed at the end of, a school year; and non-probationary teachers whose contracts will be canceled either the propriety of such cancellation in accordance with Board policy and regulations. If such a hearing is desired, the teacher will request it in writing to the Board or Superintendent within ten (10) days after being notified of the proposed contract cancellation. If a hearing is requested, the Board will appoint an impartial hearing officer, who will specify the procedural rules to apply at such hearing. At the hearing, the teacher may be represented by a person of the teacher's choice.

(2017)

ARTICLE THIRTY-FIVE

INSURANCE PROGRAMS

35-1 The School District agrees to furnish teachers the following insurance protection at a prorated amount equal to each teacher's contracted percent of the full-time equivalency. Teachers working under a part-time contract as of January 1, 2002, will maintain their current level of premium support from the School District as long as they continue working at least half-time.

35-1-1 The School District shall pay the full premium cost of \$25,000.00 of term life insurance.

35-1-2 Starting in the 2000/01 school year, the School District shall pay the prorated cost of a single health premium for every employee. Employees currently taking advantage of the present \$176.00 benefit program listed in 35-1-3, will have the option of retaining it.

35-1-3 Effective January 1, 1991, the School District shall contribute up to \$176.00 per month per teacher hired before January 1, 1992, and who has declined school-provided insurance to be applied to a benefit program in the School District. A teacher may participate in any number of plans but may not exceed more than four (4) different billings.

The monies contributed by the School District as set forth above may be applied to the following plans:

1. Health Insurance
2. Visual Care
3. Disability Income
4. Group Life Insurance
5. Tax Sheltered Annuity
6. Cancer Care

35-1-4 Additional insurance plans not currently adopted or utilized by School District employees shall be eligible for payroll deduction.

35-1-5 Dental insurance will be investigated, and if a satisfactory plan is discovered, it will be implemented when one-third of the teachers sign up to participate.

35-2 The Board of Education is acting as a liaison agent for the teachers and does not assume any responsibility for providing insurance benefits if adequate notification and applications have not been received by the insurance company. Upon request, the Business Office will be available to assist a teacher in the processing of insurance problems.

35-3 Annually the Board of Education and the Gunnison County Education Association will establish the Insurance Committee, to review quarterly, current employee insurance

benefits. The committee will make recommendations to the Board of Education on optional insurance benefits that will not bind either party according to Article 35-1. The committee will be composed of, but not limited to, representatives of the Association, administration and support staff. The Superintendent or his/her designee shall chair the committee.

- 35-4 In the event that physical examinations are required by the School District as a condition of employment, the School District shall be responsible for fees incurred by the employee of any physical examination required which are consistent with the purposes of the examination and performed by a local physician.
- 35-5 The Board has implemented and shall maintain a Section 125 Premium Only Plan in accordance with current Internal Revenue Service and Department of Labor rules and regulations. All teachers must elect to either participate or not participate in this Plan. This election can be changed annually within the current enrollment dates of the Plan's "election period" or during open enrollment.

(2018)

ARTICLE THIRTY-SIX

DUES DEDUCTIONS

- 36-1 The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the members' dues in the Association, the National Education Association, and the Colorado Education Association where such dues' deductions have been requested, in writing, by the individual members. The Board further agrees to have transmitted all such monies so deducted to the Association on a regular monthly basis.
- 36-1-1 Deductions referred to above will be made in equal installments each month for which payroll authorization is effective September 1, through the next succeeding August 31st. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th prior to the distribution of the payroll from which the deductions are to be made.
- 36-2 The Association will periodically furnish the Superintendent with a list of all members who have authorized dues deductions. The Association shall also furnish the Superintendent with a dues deductions form properly signed by the member. Such forms shall remain in effect during the employment of the member until such time as revoked by the member under the following process:
- 36-2-1 Any member may revoke his or her dues deduction authorization at any time during the school year in writing.
- 36-2-2 Dues deduction authorization revocations should be sent to the Board with a collateral notification sent to the Association.

36-3 A member of the Association who resigns during the school year and who has authorized dues payroll deduction may receive the balance of his or her dues deduction due him or her.

ARTICLE THIRTY-SEVEN

TEACHER SALARIES

37-1 The salaries of all persons covered by this Agreement are set forth in the Appendices to this Agreement which are attached hereto and made a part thereof. Additional compensation shall be as specified in the Articles providing for such compensation and as indicated in Appendix B of this Agreement.

37-1-1 Teachers shall be paid monthly.

37-1-2 Teachers shall be paid through electronic fund transfer.

37-2 SALARY SCHEDULE – APPENDIX A

37-2-1 The salary schedule for all persons covered by this Agreement shall be as set forth in attached Appendix A of this Adopting Agreement.

37-2-2 Effective September 1, 2014, the BA minimum salary shall be \$34,283

37-3 HORIZONTAL/VERTICAL STEPS

37-3-1 Effective September 1, 2014, the maximum number of vertical steps in each column shall be as follows:

BA.....	5
BA+10.....	7
BA+20.....	11
MA	11
MA+10.....	11
MA+20.....	14
MA+30.....	19
MA+40.....	20
MA+50.....	25
MA+60.....	26
MA+70.....	26

37-3-2 The degree and hours listed above refer to semester hours.

37-3-3 Effective September 1, 2014, teachers with a Doctorate Degree will remain in the column appropriate to the number of hours they have earned and receive a stipend of \$1,000.00 each year.

37-3-4 Any individual holding an alternative and/or emergency license shall be placed and remain on the appropriate step of the BA column until a provisional/initial license has been obtained accompanied by official transcripts. Once the provisional/initial license has been obtained, horizontal movement on the salary schedule is allowed. If a teacher has an MA prior to professional license, then the teacher may move to the appropriate step of the MA column after provisional/initial license is obtained, accompanied by official transcripts.

37-3-5 Graduate credit acquired prior to initial teaching license may not be used for salary placement. Once a teacher has the provisional/initial teaching license the teacher may begin the process of obtaining graduate credit for horizontal movement on the salary schedule.

37-3-6 Prior experience of at least one (1) semester will be allowed toward placement on the salary schedule if the partial year of experience qualifies as a year toward non-probationary status.

(2010)

37-3-7 The teacher may advance only ONE horizontal step each academic year. If enough graduate credit is earned in any given year to advance the teacher more than one horizontal step, that teacher shall automatically move a second horizontal step the next academic year. The only exception to this rule is in the event a teacher earns a Masters or Doctorate degree during a specific academic year (Aug/Sept./Aug/Sept.), then he/she will move immediately upon completion of the requirements in Article 26-2-4.

37-3-8 Teachers shall receive educational increment credit as specified in Article 26, Professional Development, in this Agreement. Refer to Article 26-2-5.

37-3-9 Teachers will move one vertical increment at the beginning of each Academic year unless the maximum number of vertical steps per that column has been attained. Refer to Article 37-3-2.

37-6 GUNNISON DISTRICT CREDIT

37-6-1 The Gunnison District Credit System is designed to provide a structure that will produce meaningful staff development geared toward accomplishment of school and district goals.

37-6-2 Gunnison District Credits will be recognized in pursuit of horizontal advancement on the salary schedule and will be subject to the same timelines as spelled out in 26-2. A maximum of 2 Gunnison District Credits per year may be counted towards horizontal advancement.

Each course offered for Gunnison District Credit will cost the participants \$20.00, excluding materials and supplies.

37-6-3 Administrative Council must approve all District Credit Courses. An application for a course will be presented to the Administrative Council and Superintendent. Applications will take a minimum of three weeks to review and must include the following:

- 1) A letter of support from a school Principal or a District Administrator. An application must be presented to the Principal or District Administrator at the time the letter is requested.
- 2) A course syllabus including times and dates of class sessions. All class sessions will be outside the normal work hours.
- 3) Objectives of the course that meet with an existing School or District goals.
- 4) Required course materials.
- 5) A description of the work required including a minimum of 15 contact hours per Gunnison District Credit.
- 6) An end of course summative assessment.
- 7) A course evaluation that includes data that will be returned to Administrative Council and will be kept on file by the district.
- 8) Costs associated with the Gunnison District Credit course, which may include a fee to pay for the instructor.
- 9) Instructor's name and qualifications.
- 10) The application includes projected enrollment. Actual class will take place with a minimum of four enrolled.
- 11) All courses approvals will be valid for one year
- 12) Instructors can receive two credits for one-credit course on one occasion for the same course. This must be indicated as part of the application. Instructors receiving credit will not receive the stipend. In lieu of 2 credits instructor will receive a \$240.00 stipend for completion of the first course. If instructor teaches the same course subsequently the stipend will be \$120.00 without the option of 2 credits.

37-6-4 All District Credits must be approved in advance by the Principal or Supervisor. See Appendix C. Teachers shall submit the official Courses Approval form and a course description to the Human Resources office. Gunnison District Credits will be only awarded for courses approved by the Administrative Council and Superintendent. Gunnison District Credit can also be used as recertification credit.

37-6-5 Teachers who are eligible for horizontal advancement must submit appropriate documentation to Human Resources by September 15 for advancement to occur in that academic year. Letters from instructors will be considered proof of completion of a Gunnison District Credit. Instructors will provide Human Resources a list of names of participants who have completed the requirements of an approved Gunnison District Credit.

37-6-6 The teacher may advance only ONE horizontal step each academic year.

37-6-7 Participation in the Gunnison District Credit System is voluntary.

37-7 CONTINUING EDUCATION UNIT (CEU)

37-7-1 In certain situations a Continuing Education Unit (CEU) may be recognized for horizontal advancement on the salary schedule for specific District Specialists.

37-7-2 CEU credits that are approved will be subject to the same timelines as spelled out in 26-2 and Appendix C.

37-7-3 CEU Courses can be only be approved by a District Office Administrator. The District Office Administrator will take the following items into account:

- A. Employment Status of the Applicant. CEU credits are considered for specific District Specialists: Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Speech Language Pathologist, Speech Language Pathologist Assistant, Psychologist, and Registered Nurse.
- B. The certifying body for the CEU credits must be an accredited organization in order for CEU credits to be used for salary advancement.
- C. A description including the number of the hours required to earn the CEU. One standard CEU requires 10 contact hours. Fifteen (15) contact hours will be required to earn one advancement credit on the salary schedule.
- D. More than one Continuing Education Unit course may be needed to equal one advancement credit that is required to move on the salary schedule. There will be no credit towards movement until the Specialist has accumulated 15 contact hours in Continuing Education Unit courses.
- E. No graduate credit was available for the CEU course.
- F. The course is to be taken outside of the contract time.

37-7-4 Specialists who are eligible for horizontal advancement must submit appropriate documentation to Human Resources by September 15 for advancement to occur in that academic year. A certificate of attendance or a letter from the instructor will be considered proof of completion.

37-7-5 A District Office Administrator must approve all Continuing Education Unit Credits in advance. Specialists shall submit the completed official Courses Approval form and a course description to the Human Resources office. As spelled out in 26-2 and Appendix C. CEU credits will begin to be recognized for horizontal advancement during the 2016-2017 school year.

37-7-6 The Specialists may advance only ONE horizontal step each academic year.

(2016)

ARTICLE THIRTY-EIGHT

DISTRICT BY-LAWS, POLICIES AND PROCEDURES

38-1 The Board shall provide the Association and each building with one (1) up-to-date copy of Administrative Regulations, By-Laws and Policies of the Board of Education of the

Gunnison Watershed School District RE1J, and shall promptly provide copies of all revisions.

- 38-2 The Superintendent shall provide each Association Faculty Representative, a copy of any teacher handbook, and revisions of such handbook, used in the Representative's School.

(1996)

ARTICLE THIRTY-NINE

TRANSITIONAL EMPLOYMENT

39-1 Transitional Employment

39-1-a Those officially retired from RE-1J, licensed teachers qualified as per the rules of the Public Employees' Retirement Association (PERA), shall fall within all the guidelines, practices, salaries and benefits as other licensed teachers in the School District with the exception of the following:

39-1-b No movement on the salary schedule, a donation of two (2) days toward membership in the sick leave bank, and receive Compensated Leave as per Article 30-2.

39-1-c The transitional employment option will be available to employees each year unless staffing patterns or budgetary constraints prohibit the need for teaching positions.

- 39-2 Teachers who qualify must have five (5) continuous years in the district and qualify for PERA retirement. A letter of intent (Appendix G) shall be given to the Direct Supervisor by March 1 for action prior to the next school year.

39-3 A teacher must meet the following requirements to qualify for transitional employment:

- a. Notify the School District on or before March 1 of each school year preceding the transition year via transitional employment application (See Appendix G).
- b. The Board of Education will either accept or reject request for transitional employment no later than March 15 of each school year preceding the transitional employment.

(2005)

ARTICLE FORTY

ADDITIONAL COMPENSATION

40-1 EXTRA CURRICULAR PROGRAMMING

40 -1-1 Appendix B encompasses sports, clubs and activities that occur outside the school day on a defined basis. Coaches and sponsors who manage these activities are compensated on the salary schedule Appendix B.

40-1-2 Job description, goals and objectives are required and approved by the principal or designee. The principal or designee will annually evaluate the program and the sponsors of all the activities they supervise.

40-1-3 Each year all Appendix B programs and sponsors will be evaluated at the building level by the principal or his/her designee. The job/program description will be reviewed by the sponsor at the beginning of the season and will be discussed with the evaluator during the evaluation at the completion of the program. Job and program descriptions and evaluations will be written on adopted district forms and will be kept on file at the building level by the administrator.

40-3 EXTRA CURRICULAR PAY SCHEDULE

40-3-1 An activity sponsor's salary shall be determined by his/her years of experience and the percentage level approved for that activity.

40-3-2 In determining pay for multiple sponsors for an activity, in which money is allotted for only one (1) sponsor, each person shall have his/her appropriate step divided by the number of sponsors of that activity.

40-3-3 Activities may be recommended to the negotiations' teams for deletion from Appendix B by the business manager if they have not been filled for two (2) consecutive years.

40-4 NEW AND UNSPECIFIED EXTRA CURRICULAR ACTIVITIES

40-4-1 An activity not listed in Appendix B may be added to the schedule for the upcoming year with the approval of the principal, and the Negotiations teams. Building principals should present the request, along with a job description, and goals and objectives, to the business manager for approval prior to the presentation to the Negotiations teams. The business manager and ADCO will make the determination of the appropriate level on the pay schedule for the activity sponsor(s). Activity sponsors may change levels, job titles and salaries on the pay schedule, based upon a written recommendation by the business manager. Final approval will be made through the Negotiations' process.

40-4-2 When coaches or sponsors are needed beyond the specified number, they can be added on a make-a-case basis if the numbers and budget warrant. A letter from the athletic director or principal requesting an additional person will be given to the business manager/superintendent prior to the season. All additional persons will be on a year-to-year basis, and a letter must be submitted for approval each year. The position will not be paid until the case has been made and the position has been approved for that year by the superintendent.

40-5 NON-SALARIED EMPLOYEES

40-5-1 Activity sponsors who are district employees, but receive an hourly wage rather than a salary, will receive their normal compensation for time away from their job duties, due to necessary preparation and/or travel.

40-6 EXPERIENCE INCREMENTS

40-6-1 Activity sponsors will receive one (1) year experience credit for each completed year of performance in an assigned duty – up to twenty (20) years.

40-6-2 Activity sponsors with experience beyond twenty (20) years will receive a salary equal to Step 20 in the appropriate level, plus 1% of the base salary for each year beyond twenty (20). (e.g. 23 years= Step 20 +3% of the base).

40-6-3 All years of experience within a given sport or activity shall carry over into a newly assigned position. Examples: transfers from middle school to high school and vice versa, assistant coach to head coach and vice versa, and freshman class sponsor to senior class sponsor and vice versa.

40-6-4 Employees without a current Colorado teaching license must be CHSAA-certified to receive experience increments. (Does not apply to volunteers on \$1 contracts).

40-7 MISCELLANEOUS

40-7-1 School District scheduled school-related activities, outside the contracted school day, will be compensated by at least the rate of the Colorado State minimum wage; curriculum projects will be paid a stipend. A curriculum project is defined as district approved endeavor, which results in a tangible product.

40-7-2 Those required activities which may not be additionally compensated are as follows:

Non-Compensated Required

Curriculum meetings
Special Education Staffing
Staff meetings

Individual Parent-Teacher Conf.
Grade Level meetings
Vocational Advisory Com. Mtgs
Department meetings
Back-to-School Night
Coaches meetings
Open House

40-8 EXTRA DUTY DAYS

40-8-1 All extra duty days (any work day in addition to the contractual days, done at the request of an administrator) shall be compensated at the rate of 1/180th of the teacher's regular salary per day, or a specified dollar-per-hour rate.

(2018)

APPENDIX A Schedule

Appendix A: Teacher Salary Schedule 2018-2019

September 2018. 3% to the base. Extend each column 1 step

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60	MA+70
1	37,265	38,011	38,771	40,516	41,326	42,152	42,995	43,855	44,733	45,627	46,540
2	38,011	38,771	39,546	41,326	42,152	42,995	43,855	44,733	45,627	46,540	47,470
3	38,771	39,546	40,337	42,152	42,995	43,855	44,733	45,627	46,540	47,470	48,420
4	39,546	40,337	41,144	42,995	43,855	44,733	45,627	46,540	47,470	48,420	49,388
5	40,337	41,144	41,967	43,855	44,733	45,627	46,540	47,470	48,420	49,388	50,376
6	41,144	41,967	42,806	44,733	45,627	46,540	47,470	48,420	49,388	50,376	51,384
7	41,967	42,806	43,662	45,627	46,540	47,470	48,420	49,388	50,376	51,384	52,411
8	42,806	43,662	44,536	46,540	47,470	48,420	49,388	50,376	51,384	52,411	53,459
9		44,536	45,426	47,470	48,420	49,388	50,376	51,384	52,411	53,459	54,529
10			46,335	48,420	49,388	50,376	51,384	52,411	53,459	54,529	55,619
11			47,262	49,388	50,376	51,384	52,411	53,459	54,529	55,619	56,732
12			48,207	50,376	51,384	52,411	53,459	54,529	55,619	56,732	57,866
13						53,459	54,529	55,619	56,732	57,866	59,024
14						54,529	55,619	56,732	57,866	59,024	60,204
15						55,619	56,732	57,866	59,024	60,204	61,408
16							57,866	59,024	60,204	61,408	62,636
17							59,024	60,204	61,408	62,636	63,889
18				-			60,204	61,408	62,636	63,889	65,167
19							61,408	62,636	63,889	65,167	66,470
20								63,889	65,167	66,470	67,800
21								65,167	66,470	67,800	69,156
22									67,800	69,156	70,539
23									69,156	70,539	71,949
24									70,539	71,949	73,388
25									71,949	73,388	74,856
26									73,388	74,856	76,353

\$1,000 stipend for Doctorate

Substitute teachers paid \$94 per 7.5 hour day

**APPENDIX B
ADDITIONAL COMPENSATION**

B-1 EXTRA DUTY HOURS

B-1-1 The principal and/or his or her designee shall, prior to the inclusion of a new activity on Schedule B, write a job description, goals and objectives of each activity. These will be approved by the principal prior to extra duty assignments. The principal will annually evaluate the program and the sponsors of all the activities they supervise.

B-1-2 Those required and voluntary activities which shall not be additionally compensated are as follows:

Non-Compensated Required

Curriculum meetings	Special Education Staffing
Staff meetings	Individual Parent-Teacher Conf.
Grade Level meetings	Vocational Advisory Com. Mtgs
Department meetings	Back-to-School Night
Coaches meetings	Open House

B-1-3 Each year all Appendix B programs and sponsors will be evaluated at the building level by the principal or his/her designee. The job/program description will be reviewed by the sponsor at the beginning of the season and will be discussed with the evaluator during the evaluation at the completion of the program. Job and program descriptions and evaluations will be written on adopted district forms and will be kept on file at the building level by the administrator.

B-2 EXTRA DUTY DAYS

B-2-1 All extra duty days (any work day in addition to the contractual days, done at the request of an administrator) shall be compensated at the rate of 1/179th of the teacher's regular salary per day.

B-3 STIPENDS

B-4 HEAD TEACHERS

B-4-1 Head teachers shall receive a yearly stipend of \$300.00

B-5 EXTRA CURRICULAR PAY SCHEDULE

B-5-1 An activity sponsor's salary shall be determined by his/her years of experience and the percentage level approved for that activity.

B-5-2 In determining pay for multiple sponsors for an activity, in which money is allotted for only one (1) sponsor, each person shall have his/her appropriate step divided by the number of sponsors of that activity.

B-5-3 Activities may be recommended to the negotiations' teams for deletion from Appendix B by the Appendix B committee if they have not been filled for two (2) consecutive years.

B-6 NEW AND UNSPECIFIED EXTRA CURRICULAR ACTIVITIES

B-6-1 An activity not listed in Appendix B may be added to the schedule for the upcoming year with the approval of the principal and the Appendix B and Negotiations teams. Building principals should present the request, along with goals and objectives, a cost/benefit analysis and a student sign-up, to the Appendix B committee for approval and determination of the appropriate level on the pay schedule for the activity sponsor(s). Activity sponsors may change levels on the pay schedule, based upon a

recommendation by the business manager and through approval of the building principal and the Appendix B committee. All changes must be approved by the Negotiations' teams.

B-6-2 When coaches or sponsors are needed beyond the specified number, they can be added on a make-a-case basis if the numbers warrant. A letter from the athletic director or principal requesting an additional person will be given to the business manager/superintendent prior to the season. All additional persons will be on a year-to-year basis, and a letter must be submitted for approval each year. The position will not be paid until the case has been made and the position has been approved for that year by the superintendent.

B-7 NON-SALARIED EMPLOYEES

B-7-1 Activity sponsors who are district employees, but receive an hourly wage rather than a salary, will receive their normal compensation for time away from their job duties, due to necessary preparation and/or travel.

B-8 EXPERIENCE INCREMENTS

B-8-1 Activity sponsors will receive one (1) year experience credit for each completed year of performance in an assigned duty – up to twenty (20) years.

B-8-2 Activity sponsors with experience beyond twenty (20) years will receive a salary equal to Step 20 in the appropriate level, plus 1% of the base salary for each year beyond twenty (20), (e.g. 23 years = Step 20 +3% of the base).

B-8-3 All years of experience within a given sport or activity shall carry over into a newly assigned position. Examples: Transfers from middle school to high school and vice versa; Assistant coach to head coach and vice versa, and Freshman class sponsor to senior class sponsor and vice versa.

B-8-4 Employees without a current Colorado teaching license must be CHSAA certified to receive experience increments. (Does not apply to volunteers on \$1 contracts).

B-9 MISCELLANEOUS

B-9-1 School District scheduled school related activities, outside the contracted school day, will be compensated at the rate of \$10.00 per hour; curriculum projects will be paid a stipend. A curriculum project is defined as district approved endeavor, which results in a tangible product.

B-9-2 The Appendix B committee will consist of the Business Manager, one principal, one or two school board members, one GHS teacher, one GMS teacher, one GES teacher and two CBCS teachers. Recommendations for membership on this committee shall come from the GCEA president and business manager by September 15 of each year. Recommended changes to Appendix B shall be directed in writing to the business manager for the building administrators by February 15 to be presented to the Appendix B committee. This committee shall convene by March 1 to review and recommend necessary changes for the negotiations teams. This shall be in accordance with Article B-6-1.

(2007)

APPENDIX B Schedule

GUNNISON WATERSHED SCHOOL DISTRICT RE 1J						APPENDIX B
EXTRACURRICULAR PAY SCHEDULE - effective 07/01/2018						
Page 1 of 2						
Base	\$2,448					
Step	Level 1 - 1.0	Level 2 - .90	Level 3 - .80	Level 4 - .70	Level 5 - .65	Level 6 - .60
1	\$2,448	\$2,135	\$1,958	\$1,713	\$1,591	\$1,469
2	2,533	\$2,279	\$2,026	\$1,773	\$1,647	\$1,520
3	2,619	\$2,357	\$2,095	\$1,833	\$1,702	\$1,572
4	2,705	\$2,435	\$2,164	\$1,894	\$1,759	\$1,623
5	2,792	\$2,513	\$2,234	\$1,955	\$1,815	\$1,675
6	2,970	\$2,673	\$2,377	\$2,080	\$1,931	\$1,783
7	3,072	\$2,765	\$2,458	\$2,151	\$1,997	\$1,843
8	3,140	\$2,826	\$2,512	\$2,198	\$2,041	\$1,884
9	3,209	\$2,888	\$2,567	\$2,246	\$2,086	\$1,926
10	3,279	\$2,951	\$2,623	\$2,296	\$2,132	\$1,968
11	3,351	\$3,016	\$2,681	\$2,346	\$2,179	\$2,011
12	3,425	\$3,083	\$2,740	\$2,397	\$2,227	\$2,055
13	3,501	\$3,150	\$2,800	\$2,450	\$2,276	\$2,100
14	3,578	\$3,220	\$2,862	\$2,504	\$2,326	\$2,147
15	3,656	\$3,291	\$2,925	\$2,559	\$2,376	\$2,194
16	3,737	\$3,363	\$2,989	\$2,616	\$2,428	\$2,242
17	3,819	\$3,437	\$3,055	\$2,673	\$2,482	\$2,291
18	3,903	\$3,513	\$3,122	\$2,732	\$2,537	\$2,342
19	3,989	\$3,590	\$3,191	\$2,792	\$2,593	\$2,393
20	4,077	\$3,669	\$3,261	\$2,854	\$2,650	\$2,446
	1-GHS hd football	1-GHS hd wrestling	1-GHS hd baseball	4-GHS asst football	3-GHS asst track	2-GMS hd football
	1-GHS hd GB-ball	1-GHS student council	1-GHS hd volleyball	2-GHS asst BB-ball	2-CBHS asst track	2-GMS hd volleyball
	1-GHS hd BB-ball	1-CBHS student council	1-CBHS hd volleyball	2-GHS asst GB-ball	1-GHS asst wrestling	2-GMS hd BB-ball
	1-CBHS hd GB-ball	1-GHS coed X country	1-CBHS vocal music	1-CBHS asst BB-ball	3-GHS asst baseball	2-GMS hd GB-ball
	1-CBHS hdBB-ball	1-CBHS coed xcountry	1-GHS spirit team	1-CBHS asst GB-ball	2-GHS asst volleyball	1-GMS hd wrestling
	1-GHS coed track		1-GHS hd sftbll	1-GHS drama director	1-CBHS asst volleyball	1-GMS hd gymnastics
	1-CBHS coed track		1-CBHS head soccer	1-CBHS drama	1-GHS asst X country	2-GMS hd coed track
	1 - CBHS hd hockey		1-GHS hd swim	1-GHS band	1-GHS asst softball	1-CBMS hd BB-ball
			1-GHS hd girls golf	1-CBHS band	1-CBHS asst soccer	1-CBMS hd GB-ball
			1- GHS hd boys golf	1-GHS vocal music	1-CBHS asst X country	1-CBMS hd coed track
			1-CBHS hd girls soccer	1 - CBHS asst hockey	1-CBHS asst girl soccer	1-CBMS hd volleyball
						1-GMS hd sci olympiad
						1-GMS hd xc
						1-CBMS hd xc
						1-GHS science olympiad
						1- GMS outdoor ed

GUNNISON WATERSHED SCHOOL DISTRICT RE 1J EXTRACURRICULAR PAY SCHEDULE - effective 07/01/2018					APPENDIX B
Page 2 of 2					
Step	Level 7 - .50	Level 8 - .35	Level 9 - .20	Level 10 - .10	Level 11 - .05
1	\$1,223	\$857	\$490	\$244	\$122
2	\$1,266	\$886	\$507	\$253	\$126
3	\$1,309	\$917	\$524	\$262	\$131
4	\$1,353	\$947	\$541	\$270	\$135
5	\$1,396	\$977	\$558	\$279	\$139
6	\$1,486	\$1,040	\$594	\$296	\$148
7	\$1,536	\$1,075	\$614	\$307	\$154
8	\$1,570	\$1,099	\$628	\$314	\$157
9	\$1,604	\$1,123	\$642	\$321	\$160
10	\$1,640	\$1,148	\$656	\$327	\$164
11	\$1,676	\$1,173	\$670	\$335	\$168
12	\$1,713	\$1,198	\$685	\$342	\$171
13	\$1,750	\$1,225	\$700	\$350	\$175
14	\$1,789	\$1,251	\$716	\$358	\$179
15	\$1,828	\$1,279	\$731	\$365	\$182
16	\$1,868	\$1,307	\$747	\$373	\$186
17	\$1,909	\$1,337	\$764	\$382	\$191
18	\$1,951	\$1,366	\$781	\$390	\$195
19	\$1,994	\$1,396	\$798	\$398	\$199
20	\$2,038	\$1,426	\$815	\$408	\$204
	2-GMS asst football	1-GMS band	1-GHS senior class	1-GHS Freshman class	1-GMS pep club
	2-GMS asst volleyball	1-CBMS band	1-CBHS senior class	1-GHS soph class	1-GHS reading club
	2-GMS asst BB-ball	1-GMS vocal	1- GHS LULAC club	1-GHS NHS	1-CBCS ski program
	2-GMS asst GB-ball	1-GMS student council	2-GHS climbing wall	1-GHS asst drama dir	1- GES 5th grade ski
	1-GMS asst wrestling	1-CBMS student council		1-SAAC rep per site	1-GMS 6th grade ski
	2-GMS asst gymnastics	1-GHS junior class		Mentor	1-GES SLC
	2-GMS asst coed track	1-CBHS junior class		1-GWSD DAAC rep	
	1-CBMS asst BB-ball	1-GHS FFA		2 - CBES SLC	
	1-CBMS asst GB-ball	1- CBHS music club			
	1-CBMS asst volleyball	1-CBHS NHS			
	1-GHS journalism				
	1-GHS yearbook				
	1-CBHS yearbook				
	1-GHS speech & debate				
	1-GMS asst sci oly				
	1-GCS asst. x-c				
	1-CBMS asst track coach				
	1- GCS Yearbook				
Notes					
Class sponsors and clubs are divided by number of sponsors					
Mentor is determined by number of new teachers					
Site for SAAC rep is defined as each school code					

Appendix C
Course Approval Documentation Form
Highly Qualified Teacher/Specialist
Master Agreement Article 26-2

Before taking a course, teachers/specialists must complete and submit this form to the site principal/supervisor. After approval, it will forward on to the district human resource department for consideration of graduate course approval credit for highly qualified teacher/specialist status.

If approval is denied, it may be taken to the course approval committee for review.

This form needs to be filled out for every class taken by the teacher/specialist.

Today's Date:	
Teacher/Specialist Name:	
School / Location:	Principal/Supervisor:
Current License Type (Professional, Provisional, etc.)/Endorsement(s):	
Teaching/Specialist Area:	
Movement on the salary schedule (ex: BA /BA+10):	
Is this for a new degree? No___ Yes___/Degree_____	
Graduate Course Title:	
Institution / Agency Providing the Course:	
Graduate course credits:	Graduate course #:
Dates and Times the course is offered:	
Please include or attach a full course description.	
This course will increase my qualifications as a teacher or specialist because:	
<p>_____ I understand that all course work required to earn credit must be completed outside of the regular school work time in order to earn credit for salary scale advancement.</p> <p>_____ I understand annual leave days must be used if the course takes place during a regular work day.</p> <p>_____ I understand the cost for the credit is my responsibility.</p>	
Teacher Signature	Principal/Supervisor Signature Approve _____ Disapprove _____
<i>Credit Approved: YES NO (for office use only)</i>	<i>HR Signature (for office use only)</i>

APPENDIX F
Application for Longevity Form

Application for Longevity: Submit application to Superintendent by March 1st.

I, _____, wish to apply for the longevity payment
(print full name)
as outlined in Article 33 on this date of March 1.

I verify that I have had employment with Gunnison Watershed School District RE1J. I am checking the following item below that I meet the criteria for longevity pay as stated in Article 33A. I am in my:

- _____ 20th year
- _____ 25th year
- _____ 30th year

I agree to work with the Business Manager to verify my employment. I will submit my application to the Superintendent on or before March 1.

Applicant's signature

Date

Superintendent's signature

Date received

Approved by: _____
Superintendent

Denied by: _____
Superintendent

(2009)

**APPENDIX G
TRANSITIONAL APPLICATION**

I, _____, would like to be considered for transitional employment with Gunnison Watershed School District RE1J for the _____ school year as outlined in Article 39 for the upcoming school year.

***Submit application to direct supervisor by March 1.**

Accept	Reject		Date
_____	_____	_____ Supervisor's Signature	_____
_____	_____	_____ Superintendent's Signature	_____ Date
_____	_____	_____ Board of Education	_____ Date

(2015)

APPENDIX H
Reimbursement of Unused Accumulated Annual Leave Form

Annual Application for Reimbursement of Unused Accumulated Annual Leave

I, _____, hereby apply for reimbursement of _____ accumulated annual leave days as outlined in Article 30-1-9. Application shall be filed not earlier than the last day of the school year and no later than June 15 of any given year. I will work with the Business Manager to verify I have more than seventy-five (75) days of accumulated annual leave.

Upon approval of reimbursement, you will be notified. Payment will be made outside of your regular payroll on the last pay period of the fiscal year. This payment is not PERA reportable, though all other applicable taxes do apply.

Applicant Signature

Date

(2009)

APPENDIX I

Application for Reimbursement of Unused Accumulated Annual Leave-upon-Retirement

I, _____, hereby apply for reimbursement of _____ accumulated annual leave days as outlined in Article 30-1-10. I will work with the Business Manager to verify these accumulated annual leave days.

Upon approval of reimbursement, you will be notified. This payment is not PERA reportable, though all other applicable taxes do apply.

Applicant Signature

Date

(2009)

APPENDIX J
GRIEVANCE PROCEDURE Communication Flow

Communication Flow
(See Article 5-1)

1. Aggrieved teacher shall talk to administrator for clarification of concern.
2. Aggrieved teacher discusses concern/complaint with Association Representative (AR)
3. AR takes concern/complaint to GCEA Grievance Officer
4. GCEA Grievance Officer take concern/complaint to GCEA President
5. GCEA President evaluates and makes recommendation on the concern/complaint
6. Informal Meeting between Administration and teacher is scheduled and may include GCEA representation
7. Grievance moves to appropriate level if not resolved at the Informal Meeting
8. Relevant parties – Superintendent, GCEA Grievance Chair, GCEA President, Administrator, and teacher (5-1-1b)

(2011)

Appendix J Sample Grievance Form

INFORMAL MEETING

Grievant(s): _____

Date: _____

Administrator(s): _____

Meeting Participants (including GCEA Representative):

Complaint or Issue:

Background information (*include date the aggrieved person knew, or should have known, of the act or condition on which the grievance is based*):

Perceived misinterpretation of MA or policy and number:

Resolution:

Signatures of participants:

- Resolved
- Move to Level _____

APPENDIX J Completed Grievance Form Example

To: Administrator
From: Grievant
Date:

RE: Level 1 Grievance

Authority:

Including but not limited to:
State Grievance Article or Board Policy

Date of Informal Meeting:

(Include any agreements for extensions of timelines; state if this is a continuous grievance)

Brief Statement of Grievance/Issue

State as question (were the grievant's rights violated)

Statement of Incidence

Including but not limited to:
Brief statement of what happened; facts not opinion)

Board Policies/Contract Articles State or Federal Laws being Violated

The Board Policies, Contracts Articles, State or Federal Laws violated include but are not limited to the following:

Arguments:

Aggrieved

Resolution Sought:

Aggrieved

Memorandum of Understanding
Between
Gunnison Watershed RE1J Board of Education and
Gunnison County Education Association
for **2018-19**

- The parties agree to the following for the 2018-19 school year in regard to reviewing and or changing the language around Special Service Providers in the Master Agreement:
 1. During the 2018-19 school year, Special Service Providers will be entitled to all fringe and leave benefits as provided by board policy or applicable collective bargaining agreement for licensed instructional staff, including: Sick Leave Bank, travel, tuition reimbursement, etc.
 2. 3x3 will discuss and develop draft documents regarding ~~what~~ language that needs to be changed, added, or removed to make the MA legally compliant in regard to SSPs.
 - a. If the majority of the SSPs decide they want to be covered by the MA, a subcommittee will study what other Colorado districts have in their negotiated agreements, and decide what may be appropriate to use as a model for revising the MA.
 - i. This committee will have at least one SSP member.
 - ii. Proposed new language will be written and reviewed by district and GCEA legal counsel by the start of formal Negotiations in order to be considered.
 - b. If the majority of the SSP decide they do not want to be covered by the Master Agreement, 3x3 will develop draft documents removing SSP language from the Master Agreement.
- The parties agree that during the 2018-19 school year the administrative team will develop a proposal to update the Appendix B (Article 40) salary schedule. The 3x3 committee will be informed of the process and draft documents, when appropriate. The final draft will be presented at the 2019 negotiations for approval.
- The parties agree to the following for the 2018-19 school year in regard to the Teacher Effectiveness Evaluation:

Each Teacher Evaluation will be completed in line with Teacher Effectiveness Legislation. Gunnison Watershed School District Evaluators will use the Rubric Report developed by the Colorado Department of Education. Article 24 from the Master Agreement will be honored when it is not in conflict with Teacher Effectiveness Legislation.

The Colorado Model Evaluation Rubric Report will include:

- Teacher information at the top of the Rubric Report filled out in full
- Dates of completions and evaluator verification initials will be expected for:
 - training/Orientation prior to the third week of school.
 - teacher Self-Assessment and goals setting prior to the third week of school.
- Mid-Year Review Meeting to review goals and the Measures of Student Learning (MSL) with an evaluator, which is based upon identified students of record.
- End of Year Review Meeting with an evaluator, completed two weeks before the last student day of school.
- A rating based on the Rubric and the MSL/MSO completed two weeks before the last student day of school.
- Teachers who are ineffective will be notified as soon as possible.
- Completed rating for all Standards and Elements.

Evidence

- Minimum of one comment for each Standard on the Rubric
- Minimum of two documented Formal Observations of a minimum of 30 minutes each, for all Probationary Teachers or Teachers who had a final rating of Ineffective, or Partially Effective based on the prior year's rating.
- Non-Probationary teachers, in consultation with the evaluator will choose one of the following:
 - A minimum of four documented Walk-Through Observations, with feedback given to the teacher
 - or
 - A documented Formal Observation with evidence of two Walk-Through Observations.
- Formal observations will be scheduled between the evaluator and the teacher at a mutually agreed upon time.

Documentation

- A hard copy of the Rubric Report page is to be printed out and signed (electronic signatures will be acceptable) by both the teacher and the evaluator. Documentation of the Formal Observations and the Walk-Through Observations along with a copy of the signed Rubric Report will be sent to the Superintendent's office for review. The final signed copy will be filed in the teacher's personnel file in the Superintendent's office.

Ineffective performance

A licensed staff member whose performance is deemed to be ineffective shall receive:

1. Written notice that his or her performance evaluation shows a rating of ineffective by mid- year review or as soon as possible thereafter, no later than two weeks before the end of school year;
2. A copy of the documentation relied upon in measuring the staff member's performance;
3. Identification of deficiencies.
4. An improvement plan.

Appeal

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures.

The licensed staff member evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator and/or a committee (to be established by the 3x3 committee) to determine if the procedures were followed during the evaluation.

Appeal by a non-probationary teacher

A non-probationary teacher may appeal his or her rating of ineffective in accordance with the following:

1. The non-probationary teacher shall file a written appeal with the superintendent within fifteen (15) calendar days of the teacher's receipt of the district's written notice informing the teacher of his or her performance rating of ineffective.
2. A non-probationary teacher's grounds for appealing an ineffective rating shall be limited to the following:
 - a. The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating; or
 - b. The data relied upon was in-accurately attributed to the teacher.
3. The non-probationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate.

4. The superintendent or designee shall review the non-probationary teacher's appeal and provide the teacher with a written decision regarding the appeal within thirty (30) calendar days of the superintendent's receipt of such appeal. The superintendent's decision shall be final.