
**Keywords**
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**
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MASTER AGREEMENT

between

THE COLORADO SPRINGS EDUCATION ASSOCIATION

and

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

July 1, 1992 - June 30, 1994
NEGOTIATIONS PARTICIPANTS

Boards

Board of Education

Horst K. Richardson, President
William (Bill) G. Skea, Vice President
Frances Jenkins
Ron Johnson
Lynn K. Peterson
Gary Schenck
Lori Thom

CSEA Board of Directors

Phyllis Wannemacher, President
Karen G. Wilson, Vice President
Trini Foiles, Secretary
Irma Valerio-Garcia, Treasurer
Jan Noble, Senior High Director
Gary Petri, Junior High Director
Diane Ciccarelli, Intermediate Director
Maureen McCabe, Primary Director
Ray Freeman, Coronado Cluster
Sue Stone, Doherty Cluster
Terri McNeil, Mitchell Cluster
Sandy Cox-Giron, Wasson Cluster

Negotiation Teams

John Bushey
Sandra Elliott
Sal Espinosa
George Houston
Karen Madsen
Ruben Nazario
Gerri Olvey
Sandy Patton
Blaine Peterson
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Linda Bowman
Reynolds Kenney
Linda Page
Crystal Ross

Spokespersons

Paul Hetland
Ruben Nazario

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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD
OF EDUCATION OF SCHOOL DISTRICT NO. 11 IN THE COUNTY OF EL PASO AND
THE STATE OF COLORADO (hereinafter called "the Board"), AND THE
COLORADO SPRINGS EDUCATION ASSOCIATION, A COLORADO CORPORATION
NOT FOR PROFIT (hereinafter called "the Association") ON BEHALF OF ITSELF
ARTICLE I
RECOGNITION

A. EXCLUSIVE BARGAINING AGENT

The Board hereby recognizes the Association as the sole and exclusive bargaining agent of all certificated professional staff who are under contract with the District and for whom remuneration is indicated herein. This provision shall include persons who are on authorized leave of absence and all personnel assigned to newly created teaching or teaching-related positions unless such positions are supervisory or administrative. The term "teacher" when used herein shall refer to all persons represented by the Association and to no other.

B. BOARD RECOGNITION

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

C. OTHERS WHO MAY BECOME MEMBERS

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

D. CHALLENGE OF REPRESENTATION RIGHTS

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

E. ASSOCIATION IS SOLE AND EXCLUSIVE AGENT

Notwithstanding any other provisions of this Agreement, the parties agree that the Association shall continue as the sole and exclusive bargaining agent and representative of all teachers for the duration of this Agreement and for such
additional time as its recognition may be mutually extended by the parties or under law.

ARTICLE II

GENERAL PROVISIONS

A. NON-DISCRIMINATION

The Board shall not discriminate against any teacher on the basis of membership or non-membership in any teacher organization. The Association shall not discriminate against any teacher on the basis of membership or non-membership in the Association as long as that teacher meets the qualifications for membership set forth in its Bylaws.

B. BALANCED TEACHING STAFF

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

C. REPRESENTATION

The Association shall equally represent all teachers under the terms of this Agreement without regard to membership or non-membership in the Association, recognizing that membership in the Association is voluntary.

D. REVISIONS

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

E. INDIVIDUAL CONTRACTS OR POLICY CONFLICTS

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

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

G. CONFLICT WITH LAW

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

H. DISTRICT FORMS

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

ARTICLE III

ASSOCIATION RIGHTS

A. UNIT INTEGRITY

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

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

B. ACCESS TO DATA AND RECORDS

1. The Association President shall be furnished with copies of all publications, directives or memoranda containing official District interpretations of this Agreement.
2. The Superintendent will make available all requested information in a manner consistent with the Colorado Open Records Act.

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

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

C. DUES DEDUCTION

1. The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the member's dues and contributions and to transmit all such monies so deducted to the Association as soon as is practicable.

2. The Association will furnish the Payroll Department with a list of all employees who have authorized dues deduction and a copy of the signed form authorizing the deduction. These forms shall remain in effect during the employment of the member until such time as properly revoked by the member in writing with copies to the District's Payroll Department and the Association.

3. The Association agrees to hold the Board harmless from any and all damages or liability resulting from any error on the part of the Association or from any provision of this Article resulting from the Board's compliance with it.

D. DUES EQUIVALENCY

1. The District agrees to deduct from the salaries of teachers who are not members of the Association an amount equal to the annual Association dues which are voluntarily authorized by such teachers. Voluntary authorization on the part of such teachers shall be deemed to have occurred unless proper written notice to the contrary is provided to the District and the Association on a jointly approved form. The form will be available at the Association office and the District payroll department.

2. Monies deducted through dues equivalency shall be transmitted to the Association as outlined in Article III, Section C, Paragraph 1.

E. ASSOCIATION OFFICERS AND OFFICIALS

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

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

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

F. ASSOCIATION REPRESENTATIVES

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

2. The Association Representative shall have:
   a. the right to schedule Association meetings which do not interfere with the normal teaching duties of the teachers or general conduct of business at the school;
   b. the use of a bulletin board in a location agreed upon with the Principal for Association information;
   c. the use of the school’s communication system to make announcements at appropriate times;
   d. time at faculty meetings for announcements, if requested; and
   e. the right to be present at any meeting when requested by the teacher. Such request shall not have the effect of delaying the meeting unless discipline is contemplated.

G. PARTICIPATION IN COMMITTEES

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

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

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

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

ARTICLE IV

TEACHER'S RIGHTS

A. ACADEMIC FREEDOM

Academic freedom is essential to the fulfillment of the purposes of the District. The actions of an individual teacher in carrying out an educational program appropriate to the curriculum can properly involve controversial issues which may be questioned. It is the teacher's responsibility to bring out the various sides of controversial questions that would allow the student to make an educated judgment. The teacher has the right to express his or her opinion, but in doing so it is important that the students understand that it is the teacher's own opinion and is not to be accepted as an authoritative answer. When discussing controversial issues the student has the right to have free access to relevant information, including the materials that circulate freely in the community; to study under competent instruction in an atmosphere of freedom from bias and prejudice; and to form and express his or her own opinion on controversial issues without thereby jeopardizing his or her relationship with the teacher or the school. Teachers are assured of the support of the District when the actions of the teacher are in accord with the law and the terms and provisions of this Agreement.

B. COMPLAINTS AGAINST TEACHERS

When a person makes a complaint against a teacher, the Principal or designee shall attempt to resolve the complaint informally.

If the complaint cannot be resolved informally, the complainant shall be asked to put the complaint in writing. If the complainant declines to put the complaint in writing, the Principal or designee shall consider the complaint to be withdrawn.

If the complaint is made in writing, the following procedure will govern:
1. The teacher shall be promptly notified of the nature of the complaint and the identity of the complainant;

2. After notifying the teacher, the Principal or designee shall arrange a meeting within seven (7) work days with the complainant, the teacher, the Principal or designee and, (if the teacher requests) the teacher's representative; and

3. If the complaint is supported by fact and if any record of the complaint or its formal or informal resolution is placed in the teacher's files, the teacher shall be provided with a copy of such record and shall have the right to file a written response.

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

C. AVAILABILITY OF BYLAWS, POLICIES AND PROCEDURES

The Board agrees to maintain up-to-date copies of all Bylaws and Policies of the Board, Colorado School Laws and Personnel Policies and Procedures. Each will be clearly marked and displayed in the faculty lounge of each school.

D. ACCESS TO FILES

A teacher may review material made a part of the teacher's personnel record in files maintained by the District, subject to the provisions of the Colorado Open Records Law. A teacher shall be given a copy of any derogatory material placed in the teacher's central or building personnel file and shall have the right to file a written response at any time to any other materials in the teacher's files.

E. PROGRESSIVE DISCIPLINE

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

F. NO REPRISALS

No discrimination or retaliation shall be taken against any member of the bargaining unit who participated in the 1975 teachers' strike. No entry will be made in the personnel files of those members of the bargaining unit who participated in that strike.

G. JUST CAUSE

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

BOARD OF EDUCATION RIGHTS

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

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

ARTICLE VI

NEGOTIATING PROCEDURES/JOINT COUNCIL

A. NEGOTIATIONS SCHEDULE (Ground Rules)

1. The initial meeting starting negotiations on a successor Agreement shall occur prior to February 1, in years during which the Agreement is to expire.

2. Negotiating sessions will occur at times and places mutually agreed upon by the respective bargaining teams. Sessions may occur during the school day.

3. During the term of this Agreement, the parties may agree to negotiate any matter of mutual concern.

4. In the event that the District determines to re-establish a year-round school program, the District agrees to negotiate with the Association concerning the effect, if any, of such action on the provisions of this Agreement.

5. The parties agree to negotiate in good faith.

6. All negotiating sessions between the bargaining teams will be closed, except for the negotiating session at which the parties initial proposals are exchanged, which shall be open to the public.

7. If all issues are not resolved prior to April 1, negotiations shall be declared to be at impasse unless the bargaining teams agree upon an extension.

8. Either bargaining team has the right to declare impasse at any time after negotiations have commenced.

9. The procedure shall include access to mediation and fact finding if the parties arrive at impasse. These processes will normally be separate but may be combined to save time.
10. Tentative agreements on individual issues reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both bargaining teams prior to presentation for ratification.

11. A tentative Agreement is first subject to ratification by the Association. Following ratification by the Association, the Agreement shall be subject to ratification by the Board at an official meeting which shall take place within thirty (30) days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement.

B. IMPASSE

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

1. If the parties do not agree upon a neutral within three (3) days from the date of a written request to mediate or fact-find, the moving party may initiate mediation or fact-finding by requesting the American Arbitration Association to send a list of neutrals to both parties. The selection of the neutral for mediation or fact-finding shall follow the procedure outlined by the American Arbitration Association.

2. Upon mutual consent of the parties, any dispute arising from negotiations impasse may be referred to any agency or body of the Federal Government which offers the services of advice, counsel, mediation, or fact-finding in the public or private sector. The above agency or body of the Federal Government may be used for impasse resolution in lieu of the American Arbitration Association.

3. The costs for the services of any neutral, including expenses, shall be shared equally by the Board and the Association.

4. All mediation meetings and fact-finding hearings shall be held in closed session.

5. Should the neutral elect to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the neutral no later than five (5) days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless agreed otherwise by both parties.

6. As soon as possible after the conclusion of fact-finding hearings, the fact-finder shall submit a report in writing to the Board and the Association only, and shall set forth his or her finding of fact, awards, rationale and recommendations on the issues submitted to fact-finding. His or her findings shall be advisory only and binding neither on the Board nor upon the Association.

7. Within five (5) days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No releases of information shall be made to the public or the press until after such meeting.
The parties shall take official action on the report of the fact-finder not later than fifteen (15) days following the meeting provided for in Article VI Section B Paragraph 7 above.

C. JOINT COUNCIL

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

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

2. Matters investigated or acted upon shall relate to the school system or to individual teacher concerns which are unresolved after utilizing other avenues of problem resolution.

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

4. Joint study committees to report on matters requiring in-depth study may be appointed.

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

6. Matters referred to this body by the terms of this Agreement or by the bargaining teams shall be considered promptly. The resulting reports or recommendations shall be referred to the parties for ratification and, if ratified, added to this agreement.

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

8. Joint Council shall recommend the school calendar each year to the Board. If possible, the Board shall establish the calendar by October 15 of each year for the following school year.

9. The committees/task forces which were formed as the result of negotiations, should continue to function and report to Joint Council on their progress and accomplishments until they request dissolution or are dissolved by Joint Council.
ARTICLE VII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: a written statement by the Association or by a member of the bargaining unit that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

2. Grievant: the member of the bargaining unit, or the Association, who has filed the written statement.

3. Day: shall mean a contracted work day, or during the summer, a day on which the administration building is open for business. Time limits provided herein may be extended by written mutual agreement.

B. PURPOSE

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

C. PROCEDURES

1. Informal: An employee shall first discuss the allegation with the Principal or responsible administrator with the objective to resolve the matter informally.

2. Formal Level One: If the grievance cannot be resolved informally, the grievant may file the grievance in writing with the building principal or responsible administrator. The written grievance shall state the nature of the grievance, the specific provisions of the agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at Level One must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

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

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

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

4. **Formal Level Three:** If the grievance is not resolved satisfactorily at Level Two, the grievance may be submitted to impartial, non-binding arbitration. To enter such arbitration, the Association shall submit a written request on behalf of the Association and the grievant(s) to the Superintendent within twenty-five (25) days from receipt of the Level Two response. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within seven (7) days, the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators from which a selection shall be made in accordance with its practices.

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

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

D. **GROUP GRIEVANCE**

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

E. REPRESENTATION

The grievant(s) shall be present at all such meetings and, at the option of the grievant(s), may be represented at such meetings by a representative of the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all formal levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

F. MISCELLANEOUS

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

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

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

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

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

6. Should the grievability of an alleged grievance be disputed, the alleged grievance shall be processed through the grievance procedure. If the alleged grievance remains unresolved and reaches the level of arbitration, the arbitrator shall receive testimony on the issue of grievability as well as the alleged grievance. Following the conclusion of the hearing and the filing of post-hearing briefs, if any, the arbitrator shall rule on the issue of grievability before ruling on the merits of the alleged grievance unless either party takes the question of grievability to another forum for resolution prior to arbitration.

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

13 Art. 7
ARTICLE VIII

VACANCIES AND CHANGE OF ASSIGNMENTS

A. CONTEXT

Nothing in this Article prohibits the District from providing a racially balanced staff as defined by the District's affirmative action plan and a sexually balanced staff in each building and department during building staff reductions and the filling of vacancies.

B. VACANCIES

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

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

3. Social workers, school psychologists, nurses, occupational therapists, and physical therapists are excluded from this Article as they are normally assigned multi-school responsibilities on a yearly basis.

4. Wherever feasible, the receiving department chairperson and/or some other teacher(s) from the department shall be involved in the selection process.

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

C. CHANGE OF ASSIGNMENTS

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

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

1. If the transfer is required because of enrollment decline or program change, a volunteer (s) will be solicited by the principal. If no volunteer is secured, the least senior teacher will be involuntarily transferred
unless by transferring the teacher with the least length of service in the District, the building is unable to meet the identified instructional and program needs within the grade level, department or team. Transfer of a junior teacher which creates negative impact on a District-approved school program is sufficient reason to retain the teacher over a more senior teacher. Negative impact occurs when a teacher has been involved in: planning and developing a program; developing curriculum for the program; team-teaching activities; integrating curriculum; and/or receiving specialized training which is necessary for inclusion in the program. Programs requiring special certification are deemed to be part of the "identified instructional and program needs within the grade level, department or team." When a transfer of a teacher is necessary because of enrollment conditions in the fall of the year, the process for identifying the teacher to be transferred will be as provided in this Paragraph C 1.

2. A teacher noticed for change of assignment to a different site may request a meeting with the Principal and the Executive Director of the Human Resources Department to discuss the reasons for the transfer. If such a teacher is not placed by July 1, that teacher will have priority consideration for an existing vacancy.

3. Teachers who are required to transfer because of the closure of their building shall be assigned by the District to vacancies at the same level (i.e., primary, intermediate, junior high school or senior high school) at other schools for which they are certificated before the District fills such vacancies with other teachers or new hires.

ARTICLE IX

LEAVES

A. PAID LEAVE

1. Full-time teachers are entitled to eleven (11) paid leave days per school year. Teachers may use these days to cover any absence from work.

2. A teacher intending to be absent for reasons other than personal illness or family emergency shall notify an appropriate supervisor of this intention as early as practicable. If the best efforts of the School District and/or the teacher to obtain a substitute teacher for a particular day(s) are unsuccessful, it may be that the request for paid leave cannot be honored. The School District will consult with the Association in these circumstances.

3. The allotment of eleven (11) paid days per year shall be effective commencing on the first duty day of the 1992-93 school year and for each year thereafter.

4. Teachers working more or less than the entire day or school year shall have their allotment adjusted on a pro-rata basis. Part-time teachers shall be entitled to the benefits of this Paragraph with all benefits appropriately pro-rated.
5. Unused paid leave days may accumulate from year to year without limitation.

6. Paid leave days may be used in blocks of no less than one-half (1/2) day.

7. A teacher completing a school year without using any portion of their annual paid leave allotment will receive three hundred ($300) dollars. This payment will not reduce the teacher's accumulation of paid leave.

8. A teacher may be reimbursed at the casual substitute rate for any credited or accumulated paid leave day by submitting such days to the School District for cancellation. No more than fifteen (15) such days may be submitted for cancellation in one (1) year.

9. Teachers will retain sick leave accumulated as of June 30, 1992. These accumulated days will not increase, but may be used for the personal illness of the teacher or to care for an ill member of the teacher's family. Use of part or all of such accumulated sick leave days shall cancel for that year the payment provided by (7) above. Donation to the sick leave bank shall not be deemed as utilization of any of these days.

10. The approach to leaves in this paragraph is an experiment. At the conclusion of the Agreement, either party may take the position that the Agreement should revert to the system in effect on June 30, 1992.

B. SICK LEAVE BANK

Teachers shall be able to participate in and apply for days from the District sick leave bank. Participation is voluntary and may be initiated by any teacher through a one time donation of one (1) day of unused sick leave or paid leave during September of any year. New hires may join during their first thirty (30) days of employment by making a day's contribution. Only those contributing to the bank will be eligible to request use of days from the bank.

1. A committee composed of two (2) teachers appointed by the Association, two (2) administrators appointed by their association, and two (2) Educational Support Personnel appointed by their association shall administer the bank. This committee shall adopt reasonable rules for running the bank.

2. Days may only be requested after an individual's accumulated sick leave has been exhausted and bank days may only be used for personal illness, illness in the family or death in the family. Applications shall be available at the Department of Human Resources and shall be submitted through that office. Individual requests may be for between one (1) and thirty (30) days per illness.
3. If days in the bank drop to a balance of two hundred (200) days, those wishing to continue in the bank will be required to contribute one (1) additional day on the appropriate authorization form. Days contributed to the sick leave bank cannot be subsequently refunded.

C. TEMPORARY/SPECIFIC USE LEAVES

1. Professional - With prior approval of the principal, each teacher may use up to two (2) days per year for the purpose of professional visitation, attendance at meetings, educational conferences or other professional activities.

   a. Professional leave bank - An annual budget of $25,000 will be allocated to the Professional Growth and Development Committee (PROGRAD) for use by teachers in accordance with the adopted guidelines.

   b. PROGRAD will consist of three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent. They will review and act on all applications.

   c. PROGRAD may approve funds for travel, meals, lodging, registration, and substitutes for applicants who will attend professional activities as deemed appropriate. An applicant does not have to use the professional days entitlement in Section C, Paragraph 1 above to receive funds from PROGRAD.

2. Legal - A teacher involved in any legal proceeding connected with the teacher's employment shall be granted the necessary leave without any loss of pay. This leave does not apply in cases (whether the teacher is a party or a witness) involving a dispute with the District.

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

4. Military - A maximum of fifteen (15) calendar days per school year shall be granted, without any loss of pay, to teachers who participate in military service duties of short duration. Such leave shall not be cumulative. A teacher on such military leave shall turn over to the District payment received for such services and no deduction shall be made from the teacher's salary as a result of military leave.

D. EXTENDED LEAVES OF ABSENCE

1. All seniority rights and accumulated leave accrued by the teacher prior to going on extended leave will be restored upon that teacher's return.
2. A teacher returning from an extended leave of one (1) year or less will be returned to the same school and to the same position occupied at the time the leave commenced unless the teacher agrees to waive this right assuming such position still exists. A teacher returning from an extended leave lasting more than one (1) year will be returned to an equivalent contractual position pursuant to the provisions of Article VIII.

3. Extended leaves of absence are granted for a period not to exceed one (1) school year. A teacher desiring to extend this leave (other than military leave) must apply to the Department of Human Resources, in writing, by April 15 of this desire. The request to extend a leave for another school year will be granted or denied by the following May 15 and the teacher will be notified of the District's decision in writing.

4. Categories of Extended Leave (Unpaid):

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

b. Family Needs - Granted to a teacher who gives birth or adopts, wishes to remain home to raise a child, or needs to provide care for an ailing dependent. No credit toward experience increments will occur during the period of the leave. Duration is for up to one (1) year, and it may be renewed once.

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

d. Public Service - Granted to a teacher who is to serve in the Peace Corps, VISTA, or National Teacher Corps. Upon returning, the teacher will be credited with a maximum of two (2) annual increments on the salary schedule, if such experience increments were granted during the leave, determined by the length of the leave. Duration is for the term of the commitment.

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

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

5. Categories of Extended Leaves (Paid):

a. Maternity - Granted to a teacher who gives birth and who has unused sick/paid leave available. This paid leave will be available for up to forty-two (42) calendar days after the birth or until a physician certifies the teacher is capable of returning to work, whichever is later, or until the teacher's sick/paid leave runs out. The teacher may then opt to apply for a leave under Article IX, Section D, Paragraph 4b. or apply for additional days through the sick leave bank.

b. Exchange Teaching (This clause applies to two (2) teachers exchanging positions within the District or to a teacher from the District exchanging positions with a teacher from outside the District.) - May be granted to non-probationary teachers who have an exchange teaching assignment of one (1) year provided an acceptable person can be found with whom an exchange can be arranged. The teacher from the District shall be paid a salary as though on duty in the District. Credit on the salary schedule shall be given for the time spent in exchange teaching.

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

(2) How the applicant's plan fulfills such long range professional goals;

(3) The benefit of the plan to the District;

(4) The benefit of the plan to the teacher's current assignment; and

(5) The benefit of the plan to the teacher's future assignment(s).

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

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

E. SPECIAL LEAVES

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

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

3. Administrative - Administrative leave, with pay, shall be granted for situations which involve District removal of teachers from the classroom for investigative purposes.

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

TEACHING CONDITIONS/ASSIGNMENTS

A. TEACHING CONDITIONS

1. Required Days

The school calendar determines those days during which a teacher is required to perform assigned duties without special compensation. The school year will be based upon the calendar with the understanding that the school calendar is subject to emergency changes, but that such changes shall not affect the total number of work days required, that is, one hundred eighty-two (182) days and up to three (3) additional days for teachers new to the District.

2. Normal Work Week

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

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

c. The normal work week for full-time counselors, school psychologists and social workers shall not exceed forty (40) hours per week, excluding the lunch periods.

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

e. Teachers have the right to leave the school during the duty-free lunch period. Teachers may leave their school during the preparation, planning or conference periods upon prior written notice if their professional responsibilities would be better served than by remaining at school. Teachers may be requested to check in or out of school.

f. Teachers newly hired by the District at the beginning of the school year shall be offered a comprehensive orientation to the District and the building including facilities, resources, policies, and procedures.

3. Teaching Duties

a. Junior and senior high school teachers may be required to instruct students for 1375 minutes of any normal work week. A time equivalent one-fifth (1/5) of the instructional assignment shall
be reserved for each teacher's planning and conferences. In regular schedules the computation of the 275 minutes per day and the planning time equivalent may be based upon minutes per year. In special schedules, the computation of the 1375 minutes per week and the planning time equivalent may be based on minutes per week. Required instructional time for part-time teachers shall be appropriately pro-rated.

b. Elementary school teachers shall have at least 225 minutes per week for planning and conferences. At least thirty (30) consecutive minutes daily will be uninterrupted time during the normal student contact day by the process established in Article X, Section A, Paragraph 3 C.

1) The District's desire is to work jointly with the Association to provide flexible planning time equivalent to forty-five (45) minutes daily during the normal student contact day.

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

3) A recess period of at least ten (10) minutes shall be provided each half day during which a class does not participate in special classes. A majority of the faculty of each elementary school may agree to schedule recess periods in any other manner.

c. All schools will collaboratively develop release time in their schedules for professional work (such as collaboration, planning, record keeping), growth and renewal (such as staff development, wellness, community interaction), and involvement (such as committees, partnerships, grant writing, collegial groups, faculty meetings, and open houses).

d. Substantive changes in scheduling or staffing patterns shall be collaboratively developed.

4. Professional Non-Teaching Duties

a. The extent to which a teacher is assigned to non-teaching duties (such as, but not limited to, recess supervision, playground supervision, and bus duty) shall not exceed 300 minutes per twenty (20) consecutive school days for each teacher.

b. Supervision of students at after-school activities beyond those required in this Agreement shall be on a voluntary basis.
c. Teachers will not be required to transport students.

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

5. Emergencies

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

6. End of Quarter Conferences

Where parent-teacher conferences are required, the principal shall consult with the faculty and establish the time during the school day for such parent conferences. Conferences shall be scheduled to allow for a five (5) minute preparation period between each conference.

7. Teachers Serving As Substitutes

a. Teachers may only be required to serve as substitutes in cases of emergency and in cases of staff absences because of field trips or other school activities of two (2) hours duration or less. When serving as a substitute, a teacher shall be compensated for all time involved as established in Article XV, Section A. Paragraph 5.

b. When one teacher arranges for another teacher to conduct his or her class, the District shall not be responsible for any compensatory payment. In all such instances, the teacher originally responsible for the class shall advise the principal in advance.

8. Voluntary Attendance - Student Activities - Athletic Events

Each teacher will be provided two (2) complimentary tickets to all student activities that take place within the school where the teacher works or activities that are a part of the schedule of regular events for that particular school. In addition, each school year, teachers will be provided a District Athletic Pass which will admit the teacher and one (1) other person to all District home athletic events, except hockey and Colorado High School Activities Association sponsored play-off games.

9. Professional - Personal Needs

The Board recognizes the need to provide the following items as far as financially feasible:

a. Accessible space in which each teacher may store instructional materials and supplies.
b. An accessible space with a lock in which a teacher may store personal belongings.

c. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

d. Well-lighted, clean and conveniently located teacher restrooms separate for each sex and separate from the students' restrooms.

e. A serviceable desk and chair for each teacher.

f. Upon request, a teacher shall be furnished with a key to his or her classroom(s) or work area. Special arrangements must be made for a teacher to be furnished with a building key.

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

10. Provision for Special Purchase of Instructional Materials

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

B. TEACHING ASSIGNMENTS

1. Certification for Assignment

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

2. Equitable Distribution of Student Abilities and Class Preparations

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

Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools, are the responsibility of the principal. Affected teachers shall be consulted as soon as practicable before any change in assignment is made.

4. Notification of Assignment for the Next School Year

Teachers shall be notified in writing not later than June 1 of their anticipated programs for the coming school year, including the schools to which they are expected to be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have. The teacher will be notified in writing of any changes after June 1.

5. Teacher on Special Assignment

The designation of teacher on special assignment shall be defined as any teacher who is temporarily assigned administrative or other duties. Teachers on special assignment will remain members of the bargaining unit.

6. Teacher Assigned to Two or More Schools

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

b. A teacher who is regularly assigned to two or more schools and is required to use his or her automobile for transportation between schools will be reimbursed at the current mileage rate allowed by the Board.

7. Summer School

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

b. In filling summer school positions, consideration will be given to a teacher's area of competence, major and minor fields of study, and teaching experience.
8. Services for Kindergarten Teachers

All services will be made available to the kindergarten teacher and students on the same basis as they are available for teachers and students, grades one through six, in that same building. Such services include, but are not limited to, hearing tests, speech correction, field trips, testing services, etc.

9. Supervision of Non-Certificated Personnel/Volunteers

When non-certificated personnel are assigned to, and/or volunteers are used in the classroom, instruction will be directed by the certificated teacher, who shall supervise the activities of such personnel.

10. Curriculum Development/Evaluation

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

ARTICLE XI
TEACHER EVALUATION

A. PURPOSE

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

B. ORIENTATION

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

1. Orientation will be within the first three (3) weeks of the first quarter, except for new hires, whose orientation will occur within their first three (3) weeks of employment.

2. Formal observation (minimums)
   a. Probationary - once during each of the first two (2) quarters.
   b. Non-probationary - once before the final summative conference.

3. Conferences - will be held within ten (10) days of the observation.

4. Notice of Deficiencies - issued within ten (10) days of the conference.

5. Remediation Plan - shall be written and issued within ten (10) days of a Notice of Deficiencies.

6. Review conference - will occur during the school year for non-probationary teachers in years they are not formally evaluated.

7. Summative report - on or before the last work day in April.

8. Notice of evaluation cycle - for those placed on out-of-cycle evaluation will be given prior to the last work day in May.

9. Failure to comply strictly with the time deadlines set forth in Article XI shall not invalidate an evaluation unless such failure is prejudicial to the teacher.

D. SCOPE

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

E. OBSERVATIONS

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

F. CONFERENCES

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

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

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

G. REMEDIATION

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

H. OTHER CONSIDERATIONS

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

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

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

I. SATISFACTORY/UNSATISFACTORY PERFORMANCE

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

ARTICLE XII

STUDENT DISCIPLINE

A. DISCIPLINE TASK FORCE

A task force shall be established to review District guidelines for discipline. The task force shall consist of three (3) teachers appointed by the Association, three (3) administrators appointed by the Superintendent, and three (3) parents appointed by the Board. It is also hoped that a representative of the police department can serve on the task force. The task force will report any recommended changes in the District's disciplinary guidelines, and the rationale therefor, to the Superintendent. The Superintendent will transmit the report to the Board for consideration, together with any recommendations.

B. SITE GUIDELINES

Each building staff will establish discipline guidelines for their specific site which support and are consistent with the District guidelines. This will be a collaborative process, which will be completed, if needed, by the May 15 prior to each school year. These guidelines may be changed or amended collaboratively at any time during the school year.

C. TEACHER RESPONSIBILITIES

1. Teachers will be expected to follow District and building guidelines and actively enforce school rules and regulations.

2. A teacher carrying out assigned duties and responsibilities in disciplining students shall first make an attempt to correct the situation through verbal communication. If this does not prove adequate, restraining force may be used if, in the judgment of the teacher, such force will provide for the safety of others. Restraining force will not be used as punishment. A teacher or any other person acting in good faith and in compliance with the discipline code policy adopted by the Board shall be immune from civil liability unless the person is acting willfully or wantonly. It is an affirmative defense in any criminal action that a person is acting in good faith and in compliance with the discipline code.

D. ASSAULT UPON A TEACHER

A teacher may use reasonable force to repel an assault upon him/herself or any other person. Any case of assault should be reported promptly to the principal in writing.
E. STUDENTS WITH A HISTORY OF VIOLENCE

Whenever a student, with a history of violence toward others, is enrolled in a class, the teacher will be informed of the incident or incidents of violence by the principal or his/her designee prior to the student's enrollment. This information will be held in confidence by the teacher, and is intended only to enable the teacher to better provide for the safety of other students, as well as his/her personal safety. This Paragraph expires and is no longer to be given contractual effect after June 30, 1993. In the interim, the discipline task force (Paragraph A above) will develop an appropriate District policy for recommendation to the Superintendent designed to govern the conduct of all District employees with regard to the treatment of these students.

ARTICLE XIII

TASK FORCES

A. APPROPRIATION OF RESOURCES

A task force shall be established to study the appropriation of resources in the District as allocated for kindergarten through grade 12. The task force shall consist of at least one (1) teacher from each level (elementary-primary; elementary-intermediate; junior high; high school; and special education) at least one (1) principal from each level (elementary; junior high; and high school), representation from central administration, at least two (2) parents (elementary and secondary will be represented), the President of the Principal's Association, and the President of the Teachers' Association. The task force will give its findings and recommendations, and the rationale therefor, to the Superintendent by January 19, 1993. The Superintendent will transmit the report and his comments and recommendations to the School Board for consideration.

B. LEAST RESTRICTIVE ENVIRONMENT TASK FORCE

A task force shall continue to study the concept of "Least Restrictive Environment." The task force shall consist of three (3) special education teachers and three (3) regular classroom teachers appointed by the Association, three (3) administrators appointed by the Superintendent, and three (3) parents appointed by the Board. The task force will give its findings, recommendations and rationale to the Superintendent. The Superintendent will transmit the report and any recommendations to the Board for consideration.
ARTICLE XIV

SALARIES

A. NOTIFICATION OF PLACEMENT

Not less than once a school year, commencing in October, the District will provide information regarding placement on the teachers' salary schedule to each individual teacher.

B. BASE SALARY

Appendix B of the Teachers' Salary Schedule with a base salary of Twenty-One Thousand One Hundred and Twelve ($21,112) Dollars effective July 1, 1992 shall remain in effect until June 30, 1993.

C. EXPERIENCE INCREMENT

The granting of experience increment (vertical step) shall take place at the beginning of the school year provided, however, that no experience increments will be granted between July 1, 1992 and June 30, 1993.

D. EDUCATIONAL INCREMENT

1. Each teacher shall receive the educational increment as earned (see Paragraph 2 g below) for all steps as noted in Appendix B provided, however, that no educational increments will be paid between July 1, 1992 and June 30, 1993.

2. Credit hours that apply are:
   a. Undergraduate course credits that have been given prior approval by the Executive Director of Human Resources or designee;
   b. Graduate course credits;
   c. Any hours of credit earned at a college or university or through District 11 professional (inservice) education previously approved by the Department of Human Resources. One (1) semester hour of professional credit will be granted for each sixteen (16) hours of regularly scheduled workshop, special class or institute that is satisfactorily completed. Any other credits (in quarter/semester hour units) will be granted proportionately. No more than eight (8) semester hours of inservice credit may apply to any horizontal step;
   d. All credits submitted for salary schedule advancements must be earned at an accredited college or university;
e. Courses previously accepted for advancement on the salary schedule remain acceptable for any horizontal classification, even after an advanced degree is earned; 

f. No credits will be approved which involve primarily television viewing, correspondence work, or self-study, unless an exception is granted by the Executive Director of Human Resources or his designee; and 

g. Application for horizontal advancement on the salary schedule shall be made to the Executive Director of Human Resources on or before September 15 for course work completed on or before such date, and on or before February 10 for course work completed on or before such date.

E. CAREER INCREMENT

Each teacher shall receive a career increment for each sixteen (16) years service with the District effective September 1 of each year. The career increment shall be the same amount as the experience increment provided, however, that no new career increments will be paid between July 1, 1992 and June 30, 1993.

F. RECOGNITION OF PREVIOUS EXPERIENCE

A newly-hired teacher with no previous teaching experience will be placed on Step 1 of the Teachers' Salary Schedule in the appropriate column; with one (1) through five (5) years of previous teaching experience placed on the appropriate step of the Schedule; and with six (6) or more years of previous teaching experience placed no higher than Step 7 of the Schedule. Previous teaching experience must be a full school year of full-time teaching completed within the previous ten (10) years.

G. METHOD OF PAYMENT OR DEPOSIT

1. A teacher shall be paid in twelve (12) monthly installments over the contract year.

2. A teacher may make a written election prior to September 10 to be paid in ten (10) monthly installments for the following contract year. A teacher who has elected for a 10-month salary plan will continue such plan until a written change (prior to September 10) to a 12-month plan is made.

3. Additional compensation monies as found in Article XV will be paid with the December and May regular payroll.

4. Teachers who work approved extra duty days after the end of the school year, but on or before June 30, shall be paid at the per diem rate in effect at the end of the school year. Teachers who work approved extra duty days on or after July 1 shall be paid for
those days at the per diem rate in effect at the beginning of the next school year.

5. A teacher may choose to have salary installments delivered to the place of employment, deposited in a local financial institution of choice, or may elect to pick up the check at the Administration Building.

ARTICLE XV

TEACHER STIPENDS
(ADDITIONAL COMPENSATION)

A. DEFINITIONS

1. Index - A percent that, when multiplied by step 1 of the BA column of the salary schedule in effect on July 1, will yield the annual stipend for that specific duty. All annual stipend amounts will be rounded to the nearest dollar. All hourly stipend amounts will be rounded to the nearest cent.

2. Extra Duty Day - A day for which a teacher is compensated at the rate of 1 divided by the number of contract days in the school calendar of that teacher's annual salary. These days must be previously approved, in writing, by the Superintendent or designee. Teachers shall be compensated for each "extra duty day."

3. Homebound Rate - is .08211% of the BA base per hour.

4. Inservice Instructor Rate - is a minimum of .11% of the BA base per hour.

5. General Hourly Rate - is .07% of the BA base per hour. It applies to teachers who are emergency substitutes, assigned to curriculum or instructional work outside the school day and individuals involved in staffings outside the school day.

6. Adult Education and Summer School Instructors' Rate - shall be at least $8.50 per hour and may be set at a higher amount at the discretion of the District.

B. INSTRUCTIONAL STIPENDS

1. Vocational - Vocational Office occupation teachers- Business Education, Distributive Education, and other credentialed teachers holding Vocational Credentials who are teaching vocational classes not covered under Trades and Industry shall receive .226% of the BA base per daily period per semester, to be paid in two (2) equal amounts in December and May.
2. Staffings - Teachers will not be required, beyond normal contract provisions, to attend staffings beyond the work day or to attend staffings during their planning time or duty-free lunch, except in instances in which the law would require such attendance. The administration will make every effort to schedule staffings within the teacher's work day and at times that do not conflict with a teacher's planning time or duty free lunch. After other options have been explored and it is determined that teachers are required by law to attend staffings at such times, they will be reimbursed at the hourly rate specified in Article XV, Section A, Paragraph 5 for teachers required to serve as emergency substitutes.

3. Department Chairpersons
   a. District Chairs shall exist for nurses, school psychologists and social workers. Each is required to work four (4) additional contract days for the stipulated compensation. Compensation shall be at 6.4% index annually.
   b. Senior High Chairs shall exist for Business Education, English, Foreign Language, Industrial Arts, Mathematics, Physical Education, Science, Social Studies, and Special Education. Each is required to work four (4) additional contract days for the stipulated compensation. Compensation shall be at 5.5% index annually, unless the department has more than 8.0 FTE teachers, which will raise it to 6.4%.
   c. Junior High Chairs shall exist for English, Mathematics, Science and Social Studies. Each is required to work two (2) additional contract days for the stipulated compensation. Compensation shall be as stated in 2 b above.
   d. Individuals who must travel as a result of their stipend position(s) shall receive mileage at the rate established by the Board for attending District meetings.

4. Department Representatives
   a. Senior High representatives shall exist for Art, Health Education, Homemaking, and Music. Each is required to work one (1) additional contract day for the stipulated compensation. Compensation shall be at 1.7% index annually.
   b. Junior High representatives shall exist for Art, Business Education, Foreign Language, Industrial Arts, Media Specialists, Music, Health Education, Homemaking, Physical Education, and Special Education. Each is required to work one (1) additional contract day for the stipulated compensation. Compensation shall be at 1.7% index annually.

5. Fine Arts
   a. The following indexes will apply:
<table>
<thead>
<tr>
<th>POSITION</th>
<th>SENIOR</th>
<th>JUNIOR</th>
<th>ELEMENTARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Production</td>
<td>1.30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auditorium Manager</td>
<td>3.70%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst. Aud. Manager</td>
<td>1.08%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Band Director</td>
<td>10.40%</td>
<td>3.05%</td>
<td></td>
</tr>
<tr>
<td>Dramatics</td>
<td>5.70% Add 1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forensics</td>
<td>9.60%</td>
<td>10.40%</td>
<td></td>
</tr>
<tr>
<td>Orchesta Director</td>
<td>5.20%</td>
<td>1.50%</td>
<td></td>
</tr>
<tr>
<td>Vocal Music Director*</td>
<td>7.00% 10.40%</td>
<td>3.05%</td>
<td>.4% perf.</td>
</tr>
<tr>
<td>Honors Music Groups</td>
<td>.5%/group</td>
<td>.5%/group</td>
<td>1.0% max</td>
</tr>
</tbody>
</table>

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

6. Science Fair
   a. Elementary Director 4% of the BA base
   b. District Director    4% of the BA base

C. ATHLETIC STIPENDS

1. Compensation shall be determined by multiplying the index for the assignment by the BA base salary in effect on July 1 to find the annual amount. For each additional season in a particular assignment, the teacher is entitled to an increase computed by multiplying the index by the salary on the next higher step of the BA column.

2. Experience will only be recognized for coaching in the District and will be sport specific. If a junior high coach moves to a senior high position in the same sport or vice versa, each year of experience will count as one-half (1/2) year for placement purposes. If the individual is placed between steps the stipend will be adjusted upward by multiplying the index times fifty percent (50%) of the vertical increment. No annual increments will exist for football (equipment), weight supervisor or intramurals unless the sponsor has been in that position since August 16, 1986.

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SENIOR</th>
<th>JUNIOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country (Head)</td>
<td>6.9% 7.2% if &gt;24</td>
<td></td>
</tr>
<tr>
<td>Cross Country (Asst.)</td>
<td>6.6%</td>
<td></td>
</tr>
<tr>
<td>Football (Head)</td>
<td>12.0%</td>
<td></td>
</tr>
<tr>
<td>Football (1st Asst.)</td>
<td>8.5%</td>
<td></td>
</tr>
<tr>
<td>Football (<em>A</em> Asst.)</td>
<td>8.0%</td>
<td></td>
</tr>
</tbody>
</table>
Football (Head "B") 7.5%
Football ("B" Asst.) ("C" Head) 7.1%
Football (Equip)/Weight Supv. 3.0%
Golf 6.6%
Gymnastics (G) (B)/Hockey 9.1%
Soccer (B) (G) 8.9%
Swimming (Head B/G) 8.9%
Swimming (Asst.) 6.6%
Tennis (G) (B) 6.9%
Volleyball (Head) 8.9% 5.6%
Volleyball (Asst.) 6.6% 5.1%
Basketball (Head) 12.0% (8 + 9) 5.6%
Basketball (Asst.) 8.5%
Wrestling (Head) 9.6% 5.6%
Wrestling (Asst.) 7.2% 5.1%
Baseball (Head) 9.2%
Baseball (Asst.) 6.9%
Track (Head) 9.6% 5.6%
Track (Asst.) 7.2% 5.1%
Intramurals 6.0% 8.0%
Softball 5.6%

4. The District will provide $200 annually to each senior high athletic department for members to attend coaching schools.

D. CLUB AND ACTIVITY STIPENDS

1. The following indexes will apply:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SENIOR</th>
<th>JUNIOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearbook</td>
<td>8.0%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Cheerleaders (&quot;A&quot; Squad)</td>
<td>8.0%</td>
<td></td>
</tr>
<tr>
<td>Cheerleaders (&quot;B&quot; Squad)</td>
<td></td>
<td>4.0%</td>
</tr>
<tr>
<td>Cheerleaders (Combined)</td>
<td>10.0%</td>
<td>4.0%</td>
</tr>
<tr>
<td>Newspaper</td>
<td>7.0%</td>
<td></td>
</tr>
<tr>
<td>PomPons</td>
<td>4.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>DECA/Drug Abuse Prevention Teams/ Future Business Leaders of America/VICA</td>
<td>2.5%</td>
<td></td>
</tr>
<tr>
<td>Drill Team (Flags/Rifles)/Social Committee</td>
<td>2.1%</td>
<td></td>
</tr>
<tr>
<td>Photography-Newspaper and Annual</td>
<td>2.0%</td>
<td></td>
</tr>
<tr>
<td>Morale Committee</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>Academic Affairs/Assemblies/Auto/ Bowling/Chess/Computer/Drama-International Thespian Society</td>
<td>1.0%</td>
<td></td>
</tr>
<tr>
<td>Cultural/Foreign Language (per club)</td>
<td>1.0%</td>
<td></td>
</tr>
<tr>
<td>Class Sponsors (per class)</td>
<td>1.0%</td>
<td></td>
</tr>
</tbody>
</table>

36  Art. 15 & 16
2. Each junior high will be provided a sum equal to 5.2% of the BA base each semester to be used to compensate sponsors of clubs and activities. These funds will not be used to subsidize programs in the building. A list of the clubs and activities and their stipends will be developed, each semester, by the Principal and the staff through collaboration.

3. Each elementary will be provided a sum equal to 7.0% of the BA base each semester to be used as outlined in 2 above.

4. Teachers supervising students overnight shall be compensated at .23% of the BA base per night.

E. SPECIAL STIPENDS

The following indexes will apply:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>SENIOR</th>
<th>JUNIOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Media Coordinators</td>
<td>9.9% + 5 days</td>
<td>12.0% + 5 days</td>
</tr>
<tr>
<td>Head Media Specialist</td>
<td>14.0% + 5 days</td>
<td></td>
</tr>
<tr>
<td>Athletic Director</td>
<td>20.5% + 9 days</td>
<td></td>
</tr>
<tr>
<td>Business Manager</td>
<td>5.5% + 4 days</td>
<td></td>
</tr>
<tr>
<td>Combination Athletic Director/</td>
<td>2.5% + 4 days</td>
<td></td>
</tr>
<tr>
<td>Business Manager</td>
<td>7.5% + 4 days</td>
<td></td>
</tr>
<tr>
<td>Planetarium Curator</td>
<td>10.4% + 4 days</td>
<td></td>
</tr>
<tr>
<td>Planetarium Asst. Curator</td>
<td>4.0%</td>
<td></td>
</tr>
<tr>
<td>Program Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Organization Advisor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. ELIGIBILITY/DURATION

1. Stipend positions will normally be filled by the staff in the building where the position exists. If this is not possible, the position(s) in question will be posted for one (1) week in all schools to seek interested applicants.

2. Assignment of a teacher to a stipend position is for one (1) school year. Renewal of such assignments is discretionary with the District, provided that a teacher will be given written notice that the position is not being renewed prior to May 1. Teachers receiving additional compensation for extra services and/or responsibilities shall not, during the duration of such assignment, be deprived of the compensation without just cause.

3. A teacher desiring to resign from a stipend position shall notify the principal in writing prior to May 1. A teacher who fails to do so shall be
required to fill the position unless personal health problems make this impossible, a qualified replacement is available and agrees to accept the assignment, or the teacher transfers from the building.

4. Compensation for listed positions applies if the position is filled. The District is not obligated to fill any of the listed positions.

ARTICLE XVI

INSURANCE BENEFITS/SALARY REDUCTION

A. HEALTH

The District shall offer health insurance through a private carrier(s) with at least the following choices:

1. One Preferred Provider Organization (PPO)
2. One Exclusive Provider Organization (EPO)
3. One Health Maintenance Organization (HMO)

Premium payments will be shared with the District paying seventy-five percent (75%) for the option selected by the teacher. All teachers will be required to carry health insurance unless they sign a waiver indicating that they are covered by a health insurance plan elsewhere.

B. DENTAL, VISION AND LIFE

The District shall offer dental, vision and life insurance through a private carrier(s) and assure that the life insurance will be two (2) times the teacher's contracted salary amount. Premium payments will be shared with the District paying seventy-five percent (75%) for the teacher only. Dependent coverage will be the total responsibility of the teacher.

C. DISTRICT EMPLOYED SPOUSE

If the District employs both spouses, the District will pay one hundred percent (100%) of the premiums for the insurance in Sections A and B above for either spouse, but not for both of them.

D. LONG TERM DISABILITY

The District shall provide long term disability coverage for each teacher and shall pay one hundred percent (100%) of the premium. The payment of benefits will be in accordance with the provisions of the policy.
E. WORKER'S COMPENSATION

A teacher who is temporarily disabled as a result of any injury arising out of and in the course of his or her employment, shall continue to receive his or her full regular salary and shall not be charged with sick leave for a period of one hundred twenty (120) work days from the date of the accident.

F. DIMINUTION OF BENEFITS

There will be no diminution of the level of benefits provided for under the insurance policies referred to in Article XVI, Sections A-D above during the period of July 1, 1992 through June 30, 1993.

G. PERSONAL LIABILITY

Liability coverage in an amount equal to the District's potential liability under the Colorado Governmental Immunity Act (presently $400,000) is provided by the District for all teachers for all hazards including false arrest, detention and imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful eviction or wrongful entry and other liability coverage provided by the District, while teachers are acting within the scope of their assigned duties and responsibilities.

H. DAMAGE TO PERSONAL PROPERTY

The District will reimburse the teacher for damages to his/her personal property incurred in an assault upon the teacher or his/her personal property resulting from a job-related duty or responsibility. This reimbursement shall include damages to a teacher's vehicle and any items attached to such vehicle resulting from theft and burglary. It shall be limited to a maximum of $200 per incident and shall be for those actual damages not covered by insurance.

I. INSURANCE WHILE ON LEAVE

Teachers on leave of absence, other than sabbatical leave, shall have the privilege of continuing their group health, life, dental and vision insurance coverages at their own expense and shall pay the full premium.

If the teacher is on the type of leave of absence which results in the teacher being granted an experience increment upon return from such leave, or if the teacher is on sick leave, and if the teacher returns to active employment immediately following such leave, the teacher will receive, upon request, the District's share of the premiums paid by the teacher for six (6) months if such return is for one (1) semester and for twelve (12) months if such return is for two (2) or more consecutive semesters.

J. SALARY REDUCTION PLAN

The District will offer an Internal Revenue Service, Section 125, program to permit a teacher to elect to reduce his or her salary by an amount sufficient to pay that teacher's insurance premiums which are not covered by the District, that teacher's dependent care and other permissible options.
K. INSURANCE COMMITTEE

Escalating insurance costs present a serious threat to the financial stability of the District and to the standard of living of all its employees. The parties therefore agree to revitalize the activities of its current Insurance Committee which shall continue to have representation from all employee groups. The committee shall continue to review existing coverages and shall consider how to best contain escalating costs. The committee's recommendations continue to be advisory to the Board and the Colorado Springs Education Association insofar as they may require amendments to this Agreement.

ARTICLE XVII

RETIREMENT

A. Pay for Unused Sick Leave

A teacher who retires from employment by the District and who, upon such retirement, is qualified for retirement under the Public Employees Retirement Act shall be reimbursed for accumulated unused sick leave on the first work day of February in the year following the date on which the retirement becomes effective. This reimbursement shall be computed by multiplying the number of days of unused sick leave by seventy-five percent (75%) of the per diem rate of the BA minimum teacher salary in effect on the date upon which the retirement becomes effective.

B. Insurance Continuation

In addition, such a retired teacher may continue to participate in the District's group health insurance plan following retirement. The District will contribute to the retired teacher's premium for such plan on the same basis as a regularly employed teacher for a period of twenty-four (24) months following the date upon which the retirement becomes effective.

C. Notice of Intent

1. Notice of intent to elect retirement under the provisions of this Article shall be made in writing to the Department of Human Resources not later than April 1. This requirement may be waived at the sole discretion of the District.

2. The teacher shall be responsible for providing the Department of Human Resources with his/her current address.

3. Teachers may retire at the end of the school year only. The District may, at its sole discretion, permit retirement at other times.
Compensation Schedule

Retirement age shall be the age of the teacher as of the last day of the school year.

1. Effective with the 1987-88 school year through the end of the 1996-97 school year, each year the top line of the table set forth in this Article will be deleted sequentially at the end of each school year beginning with age fifty-six (56) and each subsequent year as shown below:

<table>
<thead>
<tr>
<th>Last School Year In Effect</th>
<th>Age</th>
<th>Last School Year in Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>1987-88</td>
<td>56</td>
<td>1992-93</td>
</tr>
<tr>
<td>1988-89</td>
<td>57</td>
<td>1993-94</td>
</tr>
<tr>
<td>1989-90</td>
<td>58</td>
<td>1994-95</td>
</tr>
<tr>
<td>1990-91</td>
<td>59</td>
<td>1995-96</td>
</tr>
<tr>
<td>1991-92</td>
<td>60</td>
<td>1996-97</td>
</tr>
</tbody>
</table>

2. All teachers who have reached the "age in years" set forth below with the minimum years of teaching service in the District, may participate in the following voluntary retirement incentive program without regard to qualifications for retirement under P.E.R.A.; however, this Article also applies to teachers electing the retirement. The retirement pay is computed by multiplying the teacher’s current annual salary (not including stipends paid under this Article) at the date of retirement times the percentage which corresponds to the age of the teacher at the date of retirement.

<table>
<thead>
<tr>
<th>Minimum Years of Experience</th>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>56</td>
<td>100%</td>
</tr>
<tr>
<td>15</td>
<td>57</td>
<td>90%</td>
</tr>
<tr>
<td>15</td>
<td>58</td>
<td>80%</td>
</tr>
<tr>
<td>15</td>
<td>59</td>
<td>80%</td>
</tr>
<tr>
<td>15</td>
<td>60</td>
<td>60%</td>
</tr>
<tr>
<td>15</td>
<td>61</td>
<td>60%</td>
</tr>
<tr>
<td>15</td>
<td>62</td>
<td>50%</td>
</tr>
<tr>
<td>15</td>
<td>63</td>
<td>50%</td>
</tr>
<tr>
<td>15</td>
<td>64</td>
<td>40%</td>
</tr>
<tr>
<td>15</td>
<td>65</td>
<td>40%</td>
</tr>
<tr>
<td>15</td>
<td>66+</td>
<td>0%</td>
</tr>
</tbody>
</table>

E. Pay Options

Teachers may elect one (1) of the following options for payment under the retirement plan:

1. The amount shall be paid in three (3) equal annual installments. Payment shall begin on the first work day of February following the date of retirement. All subsequent annual installments shall be paid on the first work day in February until all installments have been paid.
2. The amount shall be paid in thirty-six (36) equal monthly installments. Payments shall begin on the first work day of February following the date of retirement and monthly thereafter until all installments have been paid.

F. Estate Payment

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

G. Service Credit

A year of service shall be defined as regular, full-time employment in the District. Teachers contracted for half-time (i.e. one-half (1/2) the work day or one-half (1/2) the work year) shall receive one-half (1/2) year service credit for each one-half (1/2) year completed.

H. Miscellaneous

1. A teacher is not eligible to participate in this program if dismissal charges against the teacher have been filed with the Board pursuant to the Tenure Act.

2. A teacher who has participated in this program and who subsequently is re-employed by the District must repay to the District the total amount of retirement pay received under this Article as a condition for re-employment. For the purposes of this article, substitute teaching in the District does not constitute re-employment by the District.

ARTICLE XVIII

SEPARATION PAY

A. Eligibility

All teachers who have reached the "age in years" set forth below with the "years of service" in the District as set forth below, may elect to participate in the District's separation pay program. A teacher electing to participate in this program shall receive separation pay at the date of separation which corresponds to the age and/or experience of the teacher at the date of separation. The separation pay is computed by multiplying the teacher's earnings during the academic year prior to the year of separation (not including stipends paid under this Article) by the specific percentage which corresponds to the age and years of teaching service at the date of separation.
### QUALIFICATIONS

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Years of Age</th>
<th>Separation at end of School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age + (or more)OR Age (or less)</td>
<td>Service</td>
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**B. Pay for Unused Sick Leave**

All teachers electing separation pursuant to the provisions of this Article shall be reimbursed for unused accrued sick leave. This reimbursement shall be computed by multiplying the number of days of unused accrued sick leave by seventy-five percent (75%) of the per diem rate of the B.A. minimum teacher salary in effect at the time of the separation. The payment for unused accrued sick leave shall be added to the separation payment for the total payment.

**C. Pay Options**

The teacher may elect one (1) of the following options for total separation payment under the separation plan:

1. The amount shall be paid in three (3) equal annual installments. Payments shall begin on the first work day of February following the date of separation. All subsequent annual installments shall be paid on the first work day in February until all installments have been paid.

2. The amount shall be paid in thirty-six (36) equal monthly installments. Payments shall begin on the first work day of February following the date of separation and monthly thereafter until all installments have been paid.

**D. Estate Payment**

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

**E. Notice of Intent**

1. Teachers may separate at the end of the school year only. The District may, at its sole discretion, permit retirement at other times. Separation age shall be the age of the teacher as of the last day of the school year.
2. Notice of intent to elect separation under these provisions shall be made in writing to the Department of Human Resources not later than April 1. This requirement may be waived at the sole discretion of the District.

3. The teacher shall be responsible for providing the Department of Human Resources with his/her current address.

F. Service Credit

A year of service shall be defined as regular, full-time employment in the District. Teachers contracted for half-time (i.e. one-half (1/2) the work day or one-half (1/2) the work year) shall receive one-half (1/2) year service credit for each one-half (1/2) year completed.

G. Insurance Continuation

A teacher who has elected to participate in this separation program may continue to participate in the District's group health insurance plan upon separation. The District will contribute to the separated teacher's premiums for such plan on the same basis as regularly employed teachers for a period of twelve (12) months following the date upon which the separation becomes effective. In the event that the teacher becomes employed during the twelve (12) month period, the District shall have the right to discontinue the premium payment.

H. Miscellaneous

1. A teacher is not eligible to participate in this program if dismissal charges against the teacher have been filed with the Board pursuant to the Tenure Act.

2. A teacher who has participated in this program and who subsequently is re-employed by the District, must repay to the District the total amount of separation pay received under this Article as a condition for re-employment. For the purposes of this article, substitute teaching in the District does not constitute re-employment by the District.

ARTICLE XIX

LAYOFF AND RECALL

A. NOTIFICATION

In the event of a need to reduce the teaching staff beyond normal attrition due to a decrease in student enrollment, reductions in program, building closures, or shortage of revenue, the Board shall notify the Association prior to April 20 that a reduction in force is contemplated.

B. PROCEDURES

The following procedures will occur prior to the official action by the Board to lay off teachers:
ARTICLE XIX
LAYOFF AND RECALL

A. NOTIFICATION

In the event of a need to reduce the teaching staff beyond normal attrition due to a
decrease in student enrollment, reductions in program, building closures, or
shortage of revenue, the Board shall notify the Association prior to April 20 that
a reduction in force is contemplated.

B. PROCEDURES

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

1. On or before April 20 prior to the school year in which a reduction is
   contemplated, the Board and the Association shall receive facts and
   figures prepared by the administrative staff to explain the need for
   recommended reductions.

2. The Association shall be notified at least ten (10) calendar days prior to
   the proposed official action as to the number of teaching positions
   contemplated for staff reduction. Said notification shall identify the
   number of teaching positions to be reduced within each level (i.e.,
   elementary or secondary) and/or subject or special area. Subject or
   special area shall include the following:

   Art
   Business Education
   Computer Education I
   Computer Education II
   Counselors
   Early Childhood Education
   Educational Media
   Elementary (K-6)
   English
   Foreign Language (By Language)
   Home Economics
   Industrial Arts
   Mathematics
   Music (Instrumental or Vocal)
   Nurses
   Physical Education
   School Psychologist
   Science (By Endorsement Area)
   Social Studies
   Social Workers
   Special Education (broken down by type of certificate)
   Vocational Education (broken down by type of credential)
The above subjects or special areas (except Computer I and Computer II) are defined by the certification process of the Colorado Department of Education. In order for a teacher to receive lay-off protection in any of these categories, the teacher must possess (subject to D.7. below) a current certificate issued by the Colorado Department of Education. In the case of the Computer I and Computer II classifications, the Colorado Department of Education does not issue certificates evidencing competency to teach in these areas. The parties agree to develop criteria for a District process of certification of teachers in the Computer I and Computer II categories. Upon completion of this District process, teachers shall receive lay-off and recall protection in these two categories as if they had been certified by the Colorado Department of Education.

In addition, all teachers who were employees of the District on January 1, 1990, and who have been assigned outside their area of certificate endorsement prior to the 1990-91 school year, shall receive seniority credit in their area(s) of teaching experience. The Board shall notify any newly-hired teacher(s) that seniority credit for lay-off purposes will accrue only in his/her certificate endorsement area(s). It is expressly understood that teachers employed prior to January 1, 1990, shall have recall rights to positions where they hold certification or have had qualifying previous teaching experience.

C. CONTINUING EMPLOYMENT

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

D. SENIORITY

1. Seniority offers lay-off protection for certified and qualifying (see Paragraph B.2. above) teachers commencing with the first day of continuous service for the District. Approved leaves from the District's active employ do not constitute a break in service.

2. Where multiple teachers begin work on the same date, those teachers will participate in a drawing to determine position on the seniority list. This drawing will be held within thirty (30) days of the initial hiring date. The Association will have a representative present at all such drawings. The individuals affected will be notified of the drawing prior to the date it will be held and they will also be notified of the results of the drawing. All drawings shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

3. If the District discontinues a position in or out of the bargaining unit requiring certification, the incumbent will be able to claim a teaching position for which she/he holds a current certificate and has the necessary seniority as a District employee.
4. Seniority shall accrue for teachers on various forms of leave as determined by the Agreement.

5. Teachers whose certificates are endorsed in more than one area shall be placed on the seniority list in each area.

6. Part-time teachers may not utilize seniority to displace junior full-time teachers, nor claim vacant full-time teaching positions; provided, however, that teachers who have at one point served as full-time non-probationary teachers in the District may displace less senior, full-time teachers or claim a vacant full-time position.

7. Only certificates on file with the Department of Human Resources by January 1 will be considered in the preparation of the annual seniority list.

8. The Board shall provide the Association with one (1) copy of each seniority list and will make each list available in each school by January 15 of each year. Objections to the seniority list shall be reported to Human Resources within fifteen (15) days of the Association's receipt of the list. Pending resolution of any objection to the seniority list, it shall become final fifteen (15) days after its delivery to the Association. Such list will be the basis of any reduction in force until it is revised through the procedures described in this Paragraph.

E. LAY-OFF

1. Teachers will be placed on lay-off in inverse order of seniority within the area(s) of certificate endorsement or qualifying experience (see Paragraph B.2. above). If performance is substantially equal, seniority controls in the lay-off of probationary teachers performing satisfactorily.

2. Lay-off will be effective at the close of the school year and may extend for up to a two (2) year period thereafter.

F. RECALL

1. A teacher who is laid off shall be offered the first vacancy in the District for which he/she is certified or has had qualifying previous teaching experience (see Paragraph B.2. above). Recall will be in the reverse order from the order of layoff within the District.

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

3. A teacher's name shall be removed from the recall list for the following reasons:
a. No reply to the recall notice within ten (10) calendar days of receipt of notice.

b. No longer at the last known address.

c. Refusal to accept recall to two different positions offered at separate times.

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

G. REALIGNMENT

Subject to the provisions of this Agreement, the District retains the right to assign teachers to positions for which they are certificated. The District shall not be required to transfer a more senior teacher to an assignment requiring different certification in order to accommodate the seniority claim of a teacher proposed for lay-off or possessing rights to recall.

H. NEW HIRES AFTER LAYOFF

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

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall be effective from July 1, 1992 through June 30, 1994, subject to the provisions of Section 22-33-110(5) of the Colorado Revised Statutes. Provided, however, that Articles XIV (salaries), XV (teacher stipends), XVI (insurance benefits/salary reduction), XVII (retirement), and XVIII (separation pay) are open for renegotiation for the period from July 1, 1993 through June 30, 1994.
ARTICLE XXI
TERM OF AGREEMENT

EXCEPT as otherwise provided in Article 19.5 and 20.1, the provisions of this Agreement and appendices shall be effective as of July 1, 1992, and shall remain in full force and effect through June 30, 1994, subject to the provisions of §22-33-110(5) of the Colorado Revised Statutes.

In Witness Whereof The Parties Have Executed This Agreement This


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

[Signature]
Secretary

By: [Signature]
President

ATTEST: COLORADO SPRINGS EDUCATION ASSOCIATION

[Signature]
Secretary

By: [Signature]
President
APPENDIX A - DEFINITIONS

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

1. Arbitration - the process of submitting a grievance to an impartial third party for resolution.

2. Association - the Colorado Springs Education Association. Wherever “Association” is used, it is understood that the CSEA President or designee may act for the Association.

3. Association Representative - any Association member elected, appointed or approved by the Association to act on behalf of any teacher in a specific instance.


5. Budget year - the period from July 1 to June 30 of the following year.

6. Certificate endorsement - a subject area or level listed on an individual's teaching certificate by the Colorado Department of Education or.

7. Day - a contracted work day or, during the summer, a day on which the administration building is open for business (also “work day”).


9. Employment - the period during which a teacher is under contract to the Board, including time on an approved leave, and time in excess of the school calendar as indicated under Article XV.

10. Fact finding - a process used in bargaining, after mediation, where facts are presented to a neutral who recommends possible positions in an effort to resolve disputes.

11. Licensed - holding a certificate issued by the Colorado Department of Education.

12. Principal - any building administrator or the administrator of any work location or functional division.

13. Probationary teacher - a teacher who has not achieved non-probationary status under the provisions of CRS, Section 22-63-101 and following.

14. Professional (Inservice) Education Credit - those credits granted in recognition of professional study carried on under the auspices of the District. “Professional credit” will apply as accumulated hours on the salary schedule.

15. Reassignment - a change in a teacher's instructional assignment which does not require the teacher to transfer.

16. School - any work location or functional division to which a teacher is assigned.
17. School calendar - those days during which a teacher may be required to perform assigned duties without compensation other than that shown in Article XIV, Salaries.

18. School Day - the hours during which a teacher may be required by the terms of this Agreement to be present at a given school.

19. School year - the up to 182 school days (185 for first year teachers), as shown on the adopted school calendar.

20. Stipends - all remuneration paid a teacher in addition to the regular contract salary for extra work performed as set forth in Article XV.


22. Teacher - those persons represented by the Association, wherever the singular is used, the plural may also be understood.

23. Transfer - a change in a teacher's instructional assignment which requires the teacher to move from one school to another.

24. Vacancy - an unoccupied teaching position.
**TEACHERS' SALARY SCHEDULE**

**Effective: July 1, 1992 through June 30, 1993**

<table>
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<tr>
<th>BASE SALARY: $21,112</th>
<th>INCREMENTS: $992</th>
<th>ADD $696 TO CALCULATE THE &quot;H&quot; COLUMN</th>
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**Step = year[s]**  
**Base Salary = $21,112**  
**Increments = $992**

**RECOGNITION OF PREVIOUS EXPERIENCE:**

A newly hired teacher in School District #11 with:

1) No previous teaching experience will be placed on Step 1, in the appropriate degree column.
2) 1 through 5 years of teaching experience will be placed on the appropriate step, in the appropriate degree column.
3) 6 or more teaching experience will be placed on step seven, in the appropriate degree column.

Previous teaching experience must be a FULL SCHOOL YEAR of FULL-TIME teaching within the past ten years, in an accredited institution. It is your responsibility to supply appropriate documentation of previous teaching experience.