



**MASTER AGREEMENT**  
between  
**SUMMIT SCHOOL DISTRICT**  
and  
**SUMMIT COUNTY EDUCATION ASSOCIATION**



Effective September 1, 2024 - August 31, 2027

**Board of Education**

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## **Article 1 - Definitions**

1.1 The term "teacher" shall mean all non-administrative certificated personnel employed by the District in an instructional position or serving as a special service provider (e.g., counselors, psychologists, audiologists, nurses, occupational therapists, physical therapists, social workers, speech-language pathologists, and orientation and mobility specialists), not including support staff or substitutes.

1.2 The term "board" shall mean the Board of Education of Summit School District RE-1, Summit County, in the State of Colorado.

1.3 The term "association" shall mean the Summit County Education Association.

1.4 The term "district" shall mean the Summit School District RE-1, Summit County, in the State of Colorado.

1.5 The term "superintendent" shall mean the Superintendent of Summit School District RE-1, Summit County, in the State of Colorado.

1.6 The term "principal/supervisor" shall mean a person responsible for directing a teacher's activities and/or evaluating his/her performance.

1.7 The term "parties" shall mean the Board and the Association as participants in this contract.

1.8 The term "workday" shall mean a day when teachers are required to be present, which equals a forty (40) hour contract week work which includes a paid duty-free lunch period of at least thirty (30) consecutive minutes a day. (prorated based on FTE).

1.9 The term "student contact hours" shall mean the hour; between the start and end of the school day for students.

1.10 The term "work/school year" shall mean the professional duty days required of each licensed staff member according to a board-adopted calendar. Within the school year, there are four types of days, which may be divided into half days:

1.10.1 Student contact days, which are days when teachers are required to have formal contact with students.

1.10.2 Workdays, during which teachers prepare classrooms, prepare instruction, confer with one another, and assess student performance.

1.10.3 Professional development days include assigned professional growth activities and/or personal/professional growth activities directed by the District.

1.10.4 Professional Learning days, which have a split focus, support differentiated

(and individualized) learning and district priorities.

1.11 The term “district-initiated transfer” shall mean the movement of teachers within their current school building or between schools in the District. Licensed staff members will be assigned and reassigned within buildings according to changing instructional needs.

1.12 The term “teacher-initiated transfer” shall mean the movement of teachers (upon their request) from one building to another, or from one school level to another.

1.13 The term “reassignment” means a move to a different position within the building(s) where the employee currently holds an assignment.

1.14 The term “vacancy” shall mean teacher licensed employment positions that are vacated by a teacher license staff member and/or a new position created by an Administrator to fulfill the educational needs of students. A Building Administrator shall declare a position to be vacant, where there is allocated funding, and reassignments, transfers, and/or recalls have been considered. The Building Administrator shall see that all allocated positions are filled except for positions in which no qualified teacher can be hired.

1.15 The term “probationary teacher” means a teacher who has not completed three consecutive full years of demonstrated effectiveness or a non-probationary teacher who has had two consecutive years of demonstrated ineffectiveness who is employed by the District on an annual contract for a minimum of .5 FTE during the academic year. A probationary teacher attains non-probationary status on the first day of employment of his/her fourth year with the District following the three consecutive full years of demonstrated effectiveness. A non-probationary teacher reverts to probationary status on the first day of the next school year following their second consecutive year of demonstrated ineffectiveness.

1.16 The term “part-time teacher” is a teacher who is contracted to work at less than .5 FTE.

1.17 The term “day” or “days” in the contract shall refer to business days unless otherwise defined in the article or sub-articles.

1.18 The term “teacher displacement” shall mean the removal of a non-probationary teacher from the teacher’s assigned school as a result of a drop in enrollment; turn around; phase-out; reduction in the program; or reduction in building, including closure, consolidation, or reconstitution.

1.19 The term “Planning Time” or “Protected Planning Time” shall mean planning time that is directed by that teacher, on that particular day, to address what is needed to meet the needs of their students.

1.19.1 Planning time will occur in increments of at least thirty (30) minutes and

will be scheduled during student contact hours.

1.20 The term “Duties” includes student supervision during non-instructional time that occurs within the workday.

1.21 The term “family” includes all of the following

- a. an employee’s immediate family member, which is defined as a person who is related to the employee by blood, marriage, civil union, romantic partner, chosen family or adoption.
- b. a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor,
- c. a person for whom the employee is responsible for providing or arranging health or safety-related care.

1.22 The term “Specialist Teachers” refers to teachers who support the school in multiple capacities, including, but not limited to, English Language Learning development, Literacy Resource teacher, special education teachers, SSPs and instructional coaching roles.

1.23 In elementary school, the term “Specials Teachers” refers to teachers who provide elective classes, such as PE, music, art, lab, media, etc.

1.24 “Unforeseen hardship” refers to a financial difficulty and/or extensive, substantial, or disruptive event that might hinder a teacher’s ability to perform their job duties.

1.25 The Colorado Department of Education defines “Tier B” eligibility categories in special education as visual impairment, including blindness; hearing impairment, including deafness; deaf-blindness; serious emotional disability; autism spectrum disorders; traumatic brain injury; multiple disabilities; and intellectual disability.

1.26 The term “dangerous behavior” means behaviors that are potentially harmful.

1.26.1 The term “very dangerous behavior” (potentially lethal) means behaviors that have a significant likelihood of causing serious harm.

## **Article 2 - Recognition**

2.1 The Board recognizes the Association as the exclusive representative and negotiating agent for all teachers for the duration of this contract.

## **Article 3 - General Provisions**

3.1 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 will give them full force and effect.

3.2 No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid or recognized unless it is ratified by both the Board and the Association and is documented-in writing in the form of a memorandum of understanding.

3.3 The Board and the Association recognize that the Board has certain powers, discretion, and duties that, under the constitution and laws of the State of Colorado, may not be delegated, limited, or abrogated by an agreement with any party. Accordingly, if any provision in this contract is found to be contrary to law, such provision or application shall be implemented only to the extent permitted by law as the law supersedes the contract and all District policies and procedures, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.

3.4 The provisions of this Agreement shall control where any conflict exists between this Agreement and Board or Association policy, practice, custom, writing, or intentions not incorporated in this Agreement. Any matter not covered by the provisions of this Agreement may be controlled by officially adopted Board Policy and Administrative Regulations.

3.5 The Association agrees that for the duration of this agreement it shall not cause, support, or engage in a strike, work slowdown, or any other forms of withholding services. Nor, shall the Association employ any such practice that would in any way adversely affect the learning opportunities normally available to the students of the District.

3.6 Neither the Board nor the Association shall discriminate against any teacher on any basis as defined in state law, federal law, or the constitution.

3.7 Only insofar as its contents are addressed in this Agreement will any contract between the Board and any individual teacher be subject to, and depend upon, the terms and provisions of this Agreement with all articles of this agreement being superseded by all State and Federal laws.

3.8 Should any article or clause contained in this agreement be found illegal or invalid by a court of competent jurisdiction, all other articles and/or clauses within said article shall remain valid and controlling.

3.9 The Association and the Board agree to make this Agreement as finally ratified by both parties available to all District staff members via the District website. Distribution of this Agreement in the form of a hard copy will be done by the Association and the Board upon request. Duplication expenses shall be equally shared.

3.10 The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes.

#### **Article 4 - Association Rights**

##### **4.1 Dues Deductions & Transparency:**

4.1.1 The Board agrees to deduct from teachers' salaries an amount of money

sufficient to pay the member's dues and contributions to the United Teaching Profession (SCEA, CEA, NEA) as certified by the Association, where such deductions have been voluntarily and individually authorized by the teacher in writing. The Board agrees to transmit all such monies deducted to the treasurer of the Association on a regular monthly basis.

4.1.2 The District will be informed of any changes in the amount of deduction by October 1<sup>st</sup> of each year.

4.1.3 The Association will furnish the Board with a membership form properly signed by the member. Such files shall remain in effect during the employment of the member until revoked by the member. To revoke membership the employee must email the revocation form to the Human Resources Department, Payroll, and the Association Treasurer by the 1st of the month for changes on that month's payroll.

4.1.4 The Association agrees to hold the Board harmless from any action growing out of these deductions commenced against the Board or the School District and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.

4.1.5 Each month the district will provide the association a list of educators for whom dues are being deducted, including worksite and the amount deducted monthly for each member, in an Excel or CSV format.

4.1.6 SSD shall furnish SCEA an account of current FTE allocation and proposed FTE allocation for the following year: from District to all school buildings, Central Office, Transportation, Facilities upon request.

## **4.2 Use of Facilities:**

4.2.1 As the exclusive representative of the negotiating unit, the Association shall have the right to use school facilities for Association business without cost that does not interfere with school activities or place a financial burden on the District. This does not apply to rented office space as long as custodial services and utilities are provided.

4.2.2 The Principal of a building in which an Association meeting is scheduled shall be notified in advance of the time and place for the meeting. Such meetings shall be held where no conflict exists with the normal conduct of school activities.

4.2.3 The Association shall be permitted to deliver and receive materials through the school delivery service, electronic mail, or fax system. The Association shall be allowed the same delivery services furnished to school buildings.

4.2.4 The Association shall have the right to place notices, circulars, and other material relevant to the organization's business on a bulletin board in the teacher's lounge and/or designated work areas and in teachers' mailboxes.

4.2.5 Any officer or authorized representative of SCEA, so designated by SCEA and identified to the Superintendent, shall have the right to visit SSD buildings, individual employees, or groups of employees represented by SCEA, at reasonable times when employees are not on duty, such as before and after work hours and at lunchtime, during the employee's planning time, or at other times by special arrangement through the Principal or their designee, provided that this shall not interfere with nor interrupt normal school or business operations. In all instances, the authorized representative or representatives shall report to the school office and follow the normal sign-in procedures for visitors before they proceed through the building to any room. All the visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.

4.2.6 It is agreed that teachers may participate in Association activities as long as they do not interfere with normal classroom activity or normal operation of the District or one or more schools within the District.

4.2.7 The Association Representative(s) shall be given an opportunity at faculty meetings for brief announcements or reports

4.2.8 The Board shall provide the Association with up-to-date copies of the District policies and procedures of the Board of Education of the District, and shall promptly provide copies of all revisions. Updated District policies shall be posted on the District website.

#### **4.3 Association Leave Days:**

4.3.1 The Co-Presidents of the Association will be allowed leave time to attend necessary meetings with District Administration and for member representation meetings for a combined total of up to six (6) days.

4.3.2 The District will grant up to a total of fifteen (15) days of Association leave to use for Association needs, including but not limited to, lobby days, training, attend to Association business, and attend Association meetings. These days will be allocated by the Association and submitted to the Human Resources Department as "Association Leave." These days will be submitted with as much notice as possible and all reasonable efforts will be made to notify seven (7) days in advance with a goal of no more than six (6) leave days being taken at once.

4.3.3 The District may provide additional days for Association Representatives to take care of the business of mutual concern, such as visits to the State Legislature.

4.3.4 SCEA and the District agree that in the event that any member of the Association is elected to serve in a statewide release time officer position of the Colorado Education Association ("CEA"), the District will release the member from their duties performed for the District during the term or terms of the CEA officer position. The District will, on a monthly basis, issue regular payroll checks to them based on their school district salary and benefits (including all withholding and PERA contributions). This amount will be reimbursed in full by



the CEA on a monthly basis. If applicable, the member will maintain non-probationary status and will maintain all rights and privileges of an educator in accordance with the Agreement and state law, including applicable vertical salary increases provided during the member's term(s). The member will return to their former or comparable position following their term(s) expiration.

#### **4.4 New Membership Information:**

4.4.1 SSD shall furnish SCEA a listing by name of all employees employed by SSD and their school/work location by September 30th of each year.

4.4.2 SCEA will have one continuous hour of presentation time at New Hire Orientation to be used at their discretion.

4.4.3 SCEA will provide SSD Association information to distribute to all new hires that are hired outside of traditional hiring times.

4.4.4 SCEA may place Association information and forms in all new-hire District packets.

### **Article 5 - Employee Rights**

#### **5.1 Personal Safety:**

5.1.1 The District shall not tolerate threats, bullying, intimidation, or physical force directed toward any teacher by a staff member, supervisor, parent/guardian, or member of the public on school property, through electronic communication, or at events which the District is sponsoring or in which it is involved or otherwise related to the teacher's employment by the District, and will take appropriate measures to help ensure the teacher's safety in those circumstances. In the event of such acts, the District will respond in an appropriate manner. If a staff member is threatened, bullied, intimidated, or harmed by a staff member, supervisor, parent/guardian, or member of the public they have a right to end the interaction.

5.1.2 The District shall, at the request of a teacher, consider replacing reasonable personal losses incurred due to theft, vandalism, or assault. Taken into consideration will be the precautions taken by the teacher, whether the loss was incidental to the discharge of duties, and other mitigating circumstances.

5.1.3. The district shall provide a safe and supportive working environment for all teachers and special service providers.

5.1.3.1. Each school will have a Multi-Tiered System of Support that outlines problem-solving student needs.

5.1.3.2 If the teacher or SSP feels that they are experiencing dangerous or

very dangerous behavior at the school site, the teacher or SSP will follow the school's de-escalation procedures (ex. Safety Care) which will be created prior to the first day of school and shared with staff upon return to school in the fall. As a part of this protocol, following the incident, the team, including the teacher or SSP's supervisor, will meet to debrief and create a plan for the next steps in order to decrease the likelihood of any dangerous or very dangerous behavior recurring including a plan for response if the situation arises again.

5.1.3.3 Any "instances of assault, disorderly conduct, harassment or alleged criminal offense by a student directed towards a teacher" or SSP will be reported promptly by the educator to their immediate supervisor and will be addressed following District policy GBGB- Staff Personal Security & Safety.

5.1.3.4 Following any incident of dangerous or very dangerous behavior, the District will follow all appropriate procedures to address the student's behavior which may include following the discipline code of conduct, following rules and regulations of the Individuals with Disabilities and Education Act (IDEA), notification to parents, and any other relevant procedures.

## **5.2 Personnel Files:**

5.2.1 A teacher's personnel file shall be limited to contain documents germane to his/her employment by the District.

5.2.2 It is the teacher's professional responsibility to obtain, maintain, and present a current original Colorado teaching certificate/license to the District. The District shall copy the original to be included in his/her personnel file and return the original to the teacher.

5.2.3 A teacher, upon written request, shall have the right to review the contents of the teacher's permanent personnel file. A teacher may request copies of any documents contained in such files.

5.2.4 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in such a file unless the teacher has been allowed to review such material.

5.2.4.1 The teacher will acknowledge that the opportunity to review such material has been given by initializing the material to be placed in such files. The parties understand and agree that the signature merely means that the teacher has read such material and that it does not mean the teacher necessarily agrees with the statements contained in such materials. Refusal by the teacher to acknowledge the review will be noted on the document by the Administrator.

5.2.4.2 The teacher shall have the right to file a written reply to such materials within ten (10) days of the date on which the teacher was allowed to review such material. Such reply shall be attached to the material to which it pertains.

5.2.4.3 The teacher shall have the right to petition Human Resources for the removal of such after twelve (12) months. If Human Resources denies the petition for removal, grounds for the denial must be put in writing and submitted to the individual requesting removal. Individuals may additionally petition Human Resources for removal of any material every year if the first petition is denied.

5.2.5 No complaints about the teacher shall be placed in a teacher's personnel file without the teacher's knowledge. Whenever such complaints are placed in the teacher's file(s), the teacher may submit a written response and have it placed in his/her file.

5.2.6 No personnel file other than the permanent personnel file may be maintained.

5.2.7 A teachers' personnel file is solely accessible to the individual teacher upon their written request, the Human Resources Department, and the teacher's supervisor(s) or superintendent.

### **5.3 Corrective Action - Just Cause and Due Process**

5.3.1 Just Cause: No teacher shall be disciplined, reprimanded in writing, reduced in rank or compensation, or adversely affected without due process and just cause. Just cause does not exist unless the following factors have been met:

5.3.1.1 Adequate Warning: employees have been informed of the rules and policies that may result in corrective action.

5.3.1.2 Reasonable Rules: rules and policies are not arbitrary, capricious, or discriminatory.

5.3.1.3 Investigation: before issuing corrective action, the Administration has conducted a fair, consistent, and thorough investigation to determine whether the employee did violate or disobey a rule or policy.

5.3.1.4 Proof: the greater weight of the evidence supports proof of infraction.

5.3.1.5 Equal Treatment: all rules, policies, and penalties have been applied evenhandedly without discrimination.

5.3.1.6 Penalties: the corrective action administered adheres to the progressive process outlined in this article.

5.3.2 Restorative Practices: Nothing in this article shall limit the District's ability to utilize restorative practices in place of the formal disciplinary contract with the consent of the teacher involved.

#### 5.3.3 Progressive Discipline:

Unless the behavior is so severe that it warrants immediate escalation the District may only escalate progressive discipline for behavior that is similar to that for which the teacher has recently been disciplined. In normal circumstances the district shall follow the progressive discipline procedure, included below.

##### STEP 1 - Verbal warning

A verbal warning will be followed by a written email confirmation from the administrator to the teacher to ensure there is documented evidence of its occurrence. Such evidence will not go into the teacher's personnel files but may be used to substantiate the rationale for a Letter of Warning.

##### STEP 2 - Letter of Warning

##### STEP 3 - Letter of Reprimand

##### STEP 4 - Suspension without pay

##### STEP 5 - Termination

5.3.4 Written Response. Within ten (10) calendar days of receipt of any discipline, the teacher may provide a written response. If such a written response is timely received, it will be attached to the discipline in the personnel file.

5.3.5 Due Process: Due process includes notice and an opportunity to be heard before any discipline. Before any discipline, suspension, or termination, teachers will be provided with the full procedural due process including:

5.3.5.1 Right to a Representative: Every teacher has the right to have an Association representative in attendance at a fact-finding meeting, any meeting when corrective action is delivered, and/or at any meeting that a reasonable employee believes could potentially result in corrective action or any other disciplinary action. The employer shall whenever possible, provide the employee adequate notice to allow time to secure representation. The teacher has the right to delay a meeting for up to three (3) days to secure representation.

5.3.5.2 Notice of Representation Rights: When a meeting is investigatory or disciplinary in nature, the Administrator must notify the teacher of their right to bring a representative into the meeting and of their right to delay a meeting for up to three (3) days until their representative can attend.

5.3.5.3 Notice: Before any investigatory or disciplinary meetings the Administration shall notify the teacher of the subject matter of the meeting with sufficient detail for the teacher to be able to prepare and determine if representation is necessary. Any information disclosed during a meeting in which the member was not given adequate notice of the subject matter of the meeting or in violation of the teacher's right to representation cannot be used against the teacher in any disciplinary matters.

5.3.5.4 Complaints Against Teachers: When an Administrator receives a written or verbal complaint against a teacher, the Principal or designee shall provide notice to notify the teacher of the complaint, the identity of the complainant, if known and permitted by law to disclose, and the teacher shall be allowed to respond. The Principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate. Any complaints not disclosed pursuant to this section shall be excluded from any future disciplinary actions. Unless law necessitates, if the identity of the complainant is not disclosed or cannot be disclosed, such discipline shall be excluded from consideration of future disciplinary actions.

5.3.5.5 Reply: Every teacher has the right to confront and discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.

5.3.5.6 Investigative Process:

5.3.5.6.1 Duration: Any investigation shall be completed as expeditiously as possible.

5.3.5.6.2 Administrative Leave: All teachers placed on administrative leave shall have the following rights and protections. Unless explicitly required by statute, all administrative leave shall be paid and all benefits shall continue for the duration of the administrative leave. If the district determines that a statutory requirement for ending or changing pay and/or benefits exists, they must notify the teacher in writing before any change in pay or benefits. At the time the

teacher is placed on administrative leave, the administrator must hold a formal meeting with the teacher, during which the teacher must be notified of the specific allegation(s) and the basic reason for why administrative leave is necessary. The administrator shall provide the teacher a letter including the written expectations and procedures the teacher is expected to follow while on administrative leave.

**5.3.5.6.3 Conclusion of Investigation:** At the end of an investigation, the district must notify the teacher that the investigation has concluded and inform the teacher of any outcomes from the investigation.

**5.3.5.7 Appeal:** Every teacher has the right to appeal disciplinary action as outlined in Article 8, except when the Board has accepted dismissal charges against a teacher pursuant to the Teacher Employment, Compensation, and Dismissal Act, which shall bar the processing of any such grievance. Further, this Article 5.3 shall not apply to the nonrenewal of teaching contracts of probationary teachers.

## **Article 6 - Reduction in Force**

**6.1 Board Determination of Reduction in Force:** The Board, sitting in its legislative capacity, may determine that a justifiable decrease in the number of teaching positions in the District is warranted based on budgetary restraints. Such determination shall be made upon motion at a properly noticed Board meeting by roll-call vote, and the motion shall direct the Administration to effect the necessary cancellation of teacher contracts in accordance with the Board's action and Article 6 of the Professional Master Contract. Before the Board determines as to whether a justifiable decrease in the number of teaching positions is warranted, the Administration shall consult with the Association concerning the need for a reduction in force and consideration of alternatives, and shall report the results of such consultation and any recommended alternatives to the Board. A reduction in force and thus cancellation of contracts are separate from the parameters of the non-renewal of a contract.

**6.2 Cancellation of Contracts of Probationary Teachers:** When a justifiable reduction in the number of teaching positions within a particular endorsement area occurs, the contracts of probationary teachers who are occupying such positions shall be canceled first.

**6.3 Notification of Reduction in Force:** The Superintendent or his/her designee shall notify the Association and teaching staff of the Board's determination that a reduction in force is necessary within three (3) days of the Board meeting at which such determination was made. Unless an emergency exists, no less than thirty (30) days notice will be given to the teachers impacted.

## **6.4 Determination of Recommendation for Contract Cancellation:**

6.4.1 When a justifiable reduction in the number of teaching positions within a particular endorsement area occurs, the Superintendent shall consider the last complete final evaluation rating made in accordance with Colorado Statutes as of days the most significant factor in determining which teacher contracts shall be canceled first. After performance evaluations have been considered, the Superintendent shall give secondary consideration to the following factors, each of which shall be considered equally:

6.4.1.1 Professional qualifications that include endorsements, training, degrees.

6.4.1.2 Teacher leadership (including but not limited to: Building Leadership Team, Building Hiring Team, Association leadership, teacher mentors, teacher trainers, including adjunct trainers, National Board Certification.

6.4.1.3 Probationary and non-probationary status.

6.4.1.4 The number of years the teacher has been teaching in the District.

6.4.1.5 Needs of the students.

6.4.2 Teachers with more than one endorsement shall be placed in each appropriate endorsement area by seniority. Teachers holding a valid Temporary Teaching Endorsement (TTE) in a specific area shall be considered endorsed in that area so long as the TTE is valid.

6.4.3 Whenever possible there shall be no reduction in force of full-time teachers if the District continues to employ part-time certified teachers in the same endorsement area. A teacher who has been subjected to the reduction in force may accept a less than full-time position and/or agree to travel between sites or accept an assignment to a different endorsement area for which they are qualified.

6.4.4 This section shall in no way constitute a waiver of any teacher's rights under the Teacher Employment, Compensation, and Dismissal Act of 1990, as revised.

**6.5 Written Notice of Contract Cancellation:** A written notice of the cancellation of a contract shall be hand-delivered or sent by certified mail with a return receipt requested to the teacher at the teacher's address as it appears on District records. The notice shall include the following:

6.5.1 A copy of the statement adopted by the Board determining that a reduction in force is justifiable.

6.5.2 A brief statement by the Superintendent of the reasons for the recommended cancellation of the contract of the particular teacher.

6.5.3 A copy of Article 6 of the Master Contract.

## **6.6 Review of Individual Contract Cancellation:**

6.6.1 Within fourteen (14) days of receiving the layoff notice, a teacher may request a review of the action by the Board. If the teacher requests, the Board and Association (through their representatives) shall select an impartial hearing officer to conduct a hearing.

6.6.1.1 If the Association chooses not to support moving forward with the hearing, the affected party has the option of paying for the costs necessary to implement the hearing.

6.6.2 The request for review must specify the grounds on which it is contended that the decision was improper under this Article. This provision shall not prohibit the hearing officer from allowing additional grounds to be argued based on facts and/or information that did not exist or was not discoverable at the time of the teacher's request for review of the reduction of the force action.

6.6.3 The Board shall consider the request and shall schedule a hearing to be held within fourteen (14) days after the request is received. The teacher(s) shall be given seven (7) days' notice of the hearing.

6.6.4 The hearing shall be conducted informally. The hearing officer shall have the authority to make appropriate procedural rules. If either party requests, the hearing shall be in a closed session. The teacher may represent himself/herself or be represented by the Association.

6.6.5 The hearing shall be limited to those grounds specified in the request for a hearing and supported by such proof as is offered. In addition, a hearing officer may consider additional arguments and facts germane to the issue under consideration. Where additional facts or arguments are introduced, the opposing party shall have fifteen (15) business days to respond. A decision shall be made within fifteen (15) days following completion of the hearing.

6.6.6 The hearing officer will make written findings and recommendations to the Board and the teacher. The cost of the hearing officer shall be borne equally by the District and the Association.

6.6.7 The Board will take final action on the findings and recommendations at its next regular or special meeting.

6.6.8 This procedure is the only procedure that may be used in a reduction in force under this Agreement.

**6.7 Protection of Accumulated Benefits:** The separation of teacher due to reduction in force will not affect the accumulated benefits if the teacher is rehired within 18 months of the effective date of separation; accumulated sick leave and status in the sick leave



bank, provided no previous reimbursement has occurred, position on the salary schedule and Non-probationary status, if applicable.

6.7.1 Normal attrition shall be considered before any staff reductions.

6.7.2 If vacancies should occur due to normal attrition, staff members affected by the reduction shall be notified of the vacancies and shall be considered for, and guaranteed an interview for, positions in which she/he is qualified for and interested in applying for. This process will continue throughout the summer months up to the first day of the new school year. Failure of a qualified teacher to accept such a position, if offered, shall terminate any further obligation on the part of the District.

## **6.8 Recall:**

6.8.1 As provided below, teachers who have been subjected to a reduction in force shall have the right to be recalled to a teaching position for which they are qualified within the District for one (1) calendar year from the date of layoff.

6.8.2 For one (1) calendar year, when positions become available in specific endorsement areas previously reduced, the District shall recall laid-off teachers according to the program needs of the District. In considering which teacher(s) to recall, the Superintendent or designee shall then consider the same factors as stated in Article 6.4.1. If two (2) or more teachers have substantially equal qualifications for a vacant position, previous years of service in the District shall determine the teacher appointed to fill the vacancy.

## **Article 7 - Academic Freedom**

**7.1 Statement of Commitment to Academic Freedom:** The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill an appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints on free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

## **7.2 Fairness in Procedures Governing Academic Freedom:**

7.2.1 Freedom of individual conscience, association, and expression within reason will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

As we individually and collectively work to take action on creating the spaces and conditions to be an "equity-minded, learning-focused culture of continuous

improvement," we are mindful of, and have seen first-hand the challenges of this work, specifically for staff who are explicitly teaching and/or confronting issues such as race, racism, white privilege, implicit bias, language access, economic disparities, and many other equity issues.

7.2.2 Teachers shall not be disciplined, when teaching within the scope of Board policy and/or adopted curriculum due to teaching potentially controversial topics, or expressing their opinions on those topics so long as:

7.2.2.1 The teacher presents a lesson consistent with recognized and accredited scholarship on the topic.

7.2.2.2 The teacher uses materials that are relevant to the levels of ability and maturity of the students.

7.2.2.3 The teacher maintains a classroom environment that is conducive to the free exchange and examination of ideas.

7.2.3 Teachers shall have the right to fully participate in the political process, including that of their public employers, including speaking with members of the public employer's governing body and engaging in other legitimate political activities in the same manner as other members of the public without discrimination, intimidation, or retaliation.

7.2.4 If teachers choose to identify themselves on social media as a School District employee(s), teachers should ensure that content associated with them is consistent with the work of the District. Otherwise, teachers shall have the right to publicly present opinions on matters of public concern or which have significant artistic value outside of work without discrimination, intimidation, or retaliation that does not rise to the level of causing a disruption to the workplace.

7.2.5 The Board shall, after consultation with the Association, adopt curriculums and provide supporting materials that are aligned with the objectives established herein, and that are culturally considerate and relevant to the school community.

**7.3 Procedures Governing Questioned or Challenged Materials:** If and when subject matter, materials, the substance of activities, or presentations are questioned by a person or parties, Board policy governing questioned or challenged materials will be followed.

## **Article 8 - Grievance Procedure**

### **8.1 Definitions:**

8.1.1 A grievant shall mean a teacher, a group of teachers, or the Association filing a class grievance.

8.1.2 A grievance means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, or a condition

that jeopardizes an employee's health or safety, caused by the misinterpretation or inequitable application of written SSD policies, regulations, rules, procedures, or SSD practices and/or the provisions of this Agreement.

8.1.3 A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint, or any person or persons whose interests are affected by the resolution of the grievance.

8.1.4 The Superintendent may designate his/her official representative at any level of the grievance procedure.

8.1.5 The Association may designate an official representative at any level of the grievance procedure.

**8.2 Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

### **8.3 General Procedures:**

8.3.1 Because grievances must be processed as rapidly as possible, the number of days indicated at each level is considered a maximum, and every effort shall be made to expedite the process. However, extension(s) of timelines may be requested by either the District or the Association. Agreement by the Association and the District must be reached for a new timeline to be in full force and effect.

8.3.2 In the event a grievance is not resolved before June 1, which, if left unresolved until the beginning of the following school year, could result in substantial harm to a grievant, the parties may agree to reduce the time limits set forth herein so that the grievance may be fully processed before the end of the school term, or as soon thereafter as possible.

8.3.3 In the event a grievance is filed so that sufficient time, as stipulated under all levels of the procedure, cannot be provided before the last day of the Master Contract, if it should be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under any succeeding agreement.

8.3.4 At least one Association representative will be present at all meetings if requested by the grievor. The resolution of any grievance shall be consistent with the terms and conditions of this Agreement. The grievant will be present at all meetings, except by mutual agreement between the parties. A class-action grievance under Section 8.3.5 may be represented by the Association President or his/her designee, and the individual(s) signing the class-action grievance if so requested by the Superintendent or the Association President.

8.3.5 If in the judgment of the Association, a grievance is considered to be a class-action grievance, the Association may initiate and submit such grievance. First informally, then, if not resolved, in writing to the Superintendent or his/her official designee(s) directly; and the processing of such grievance shall be commenced at *Level Two*. Before the filing of a written class-action grievance, the Association shall first discuss the grievance with the Superintendent or his/her official designee. Application of a class-action grievance must involve more than one teacher, and those teachers filing such grievances must be willing to sign the grievances.

8.3.6 The resolution of any grievance shall be limited to making the teacher whole for a period of no longer than twelve (12) calendar months before the date the grievance was filed.

#### **8.4 Individual Rights:**

8.4.1 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of this agreement.

8.4.2 Any party in interest may be represented at any stage except arbitration, by a person of his/her choosing, except that he/she may not be represented by a representative of any teacher organization other than the Association.

#### **8.5 Procedure:**

8.5.1 Level One - Before the filing of a written Level One grievance under this section, a teacher is encouraged, but not required, to first discuss the grievance with his/her Principal or immediate supervisor with the object of resolving the grievance informally. If the grievance is not resolved informally, then a teacher with a grievance will file a written grievance with his/her Principal or the Administrator directly responsible for alleged violation within thirty (30) days of the grievant's knowledge or notice of the act, failure to act, or condition incurred on which the grievance is based. The written grievance shall include a reference to the specific contract provision allegedly violated, a brief statement of the facts, and the desired remedy. Information copies need to be sent by the grievant to the representative of the Association.

8.5.1.1 Within ten (10) work days after receiving the written grievance, the principal shall meet with the grievant and within five (5) days of the meeting, communicate a written decision to the grievant. Such answers shall include the reasons upon which the decision was based.

8.5.2 Level Two - If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievant has ten (10) work days to appeal, to the Superintendent or his/her official designee(s) [which designee(s) will be specified in writing to the Association five (5) days in advance of the

hearing.] Within ten (10) days after receiving the written appeal, the Superintendent shall meet with the grievant and within five days of the meeting, communicate a written decision to the grievant. The Association and Administration shall have the right to include in the representation such witnesses and advisors as are deemed necessary to develop facts pertinent to the grievance.

8.5.3 Level Three - If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) work days after he/she has first met with the Superintendent, he/she may request in writing to the Association that the Association submits his/her grievance to a closed arbitration. If the Association determines that the grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent, within fifteen (15) work days after receipt of the request from the grievor, submit the grievance to arbitration. The District may challenge such determination and, in the event it does, the arbitrator shall first resolve this issue. If any question arises as to the arbitrability, such a question will first be ruled upon by the arbitrator selected to hear the dispute.

8.5.3.1 Within ten (10) work days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree to an arbitrator or to obtain such commitment, the Board and Association will jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service for a list of arbitrators within this ten (10) day period. The arbitrator will have the authority to hold hearings and make procedural rules.

8.5.3.1.1 If the association chooses not to support the grievance, the aggrieved party has the option of paying for all costs necessary to implement Level 3, Arbitration.

8.5.3.1.2 The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to arbitrate the dispute. The party striking first shall be determined by lot. If the arbitrator declines to accept, the last two names that have been struck from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.

8.5.3.2 Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of Level Two meetings. Exceptions will be made if evidence arose after the completion of Level Two meetings.

8.5.3.3 The arbitrator selected will confer with the representatives of the Superintendent and the Association, and will hold hearings promptly and issue his/her decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions about the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association. The Board and the Association shall meet to discuss the report before a public release is made. During this meeting, each side may give a statement and then questions and answers may be asked to both SCEA and the Administration for clarity regarding the arbitrator's decision. The Board shall take final action on the recommendation at their next regularly scheduled meeting as the arbitrator's report shall be advisory only and binding neither on the Board nor on the Association.

8.5.3.4 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, and facility expenses, shall be shared equally by the parties unless the arbitrator determines either party's position is frivolous or lacks any substantial justification, in which case the arbitrator may charge all costs and expenses against that party.

## **8.6 General Provisions:**

8.6.1 Copies of written grievances and decisions rendered will be transmitted promptly to the grievor, the Principal, the Association President, and the Superintendent.

8.6.2 No reprisals of any kind will be taken by the Board, by any member of the Administration, or by the Association against any party in interest, any school representative, or any member of the grievance procedure because of such participation.

8.6.3 Insofar as possible, the status quo of the parties shall be maintained pending the completed processing of any grievance.

8.6.4 No grievance may be submitted to arbitration except by the Association.

8.6.5 Concerning any complaint or dispute concerning the alleged violation, misrepresentation, or inequitable application of this Agreement, the Association, and all teachers shall be required to exhaust the grievance and arbitration procedures in this Article 8.

8.6.6 Failure at any step of this procedure to communicate in writing the decision on a grievance, within the specified time limits, shall permit the grievor to

proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

8.6.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, they will be referenced in the teacher's personnel file.

8.6.8 Forms for filing grievances, serving notices, taking appeals, reports, and recommendations, and other necessary documents will be prepared by the Superintendent and the Association to facilitate the operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

8.6.9 The Board agrees to make available to any grievant and his/her representative pertinent documents when requested, except that which is privileged under the Open Records Law. The District's usual costs for copying will apply.

8.6.10 Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his/her regular assignments as a result of a request by the District and Association, such individuals shall be released without loss of pay or benefits. A grievance may be withdrawn at any time without prejudice.

8.6.11 No grievance shall be recognized by the Board unless it shall have been presented at the appropriate level within thirty (30) days after knowledge or notice of the act, failure to act, or condition occurred on which the grievance is based. If not so presented, the right of grievance will be forfeited.

## **Article 9 - Teacher and Administrator Evaluations**

**9.1 Teacher Evaluations:** Teacher evaluations will be conducted in accordance with the adopted policy of the District and all applicable decisions related to Colorado's teacher evaluation system consistent with the Teacher Effectiveness Rules and Regulations.

**9.2 Administrative Evaluations:** The teachers of the District shall have the opportunity to give feedback to the Superintendent about their school Administrator(s) in written form in the following way:

9.2.1 A "Teacher Feedback Survey" facilitated by the Human Resources Department. The intent of this survey is to meet our statutory parameters related to the evaluation of Principals and to provide valuable feedback to Principals from their staff regarding his/her performance.

This survey will be completed in February/March of each year, will be anonymous, will align with the State Evaluation System for Principals, and will be reviewed based on any updates/changes in State Statute.

### **9.3 Appeal Process – Non-Probationary Teacher:**

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

9.3.2 The licensed staff member evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation.

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

9.3.3.1 The non probationary teacher shall file a written appeal with the superintendent within fifteen (15) calendar days of the teacher's receipt of the district's written notice informing the teacher of his or her performance rating of ineffective or partially effective.

9.3.3.2 A non probationary teacher's grounds for appealing an ineffective or partially effective rating shall be limited to the following:

a. The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating; or

b. The data relied upon was inaccurately attributed to the teacher.

9.3.3.3 The non probationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate.

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

## **Article 10 - Negotiations Process**

### **10.1 Labor Management Committee:**

10.1.1 Within the life of this Agreement, a team shall meet to review the language of this agreement. This team will work to clarify language and make any necessary recommendations related to this clarification to be included in the master contract for the following school year. SSD and SCEA support a cooperative relationship between the parties in which the SSD and the Association move toward a relationship of greater trust and respect without interfering with the collective bargaining process. To promote and foster such a cooperative relationship, the parties agree to establish joint Labor-Management Committee meetings. They will meet to deal with mutually identified issues through a problem-solving approach rather than in an adversarial climate.



10.1.2 The Labor Management Committee shall consist of a member of the Human Resources Department, principal/supervisors, and the SCEA Leadership team; three (3) and a UniServ Director. Either party may request the presence of a School Board Member to attend a Labor Management Committee meeting if topics of discussion require their input/awareness but are not related to personnel concerns or grievances in process. The request for a School Board Member to attend must be made at least a week in advance before the meeting.

10.1.3 The team shall meet at least once (1) each month of the school year on dates mutually agreed upon. Should it be determined that it is not necessary to meet based on this timeline, the monthly meeting may be canceled upon mutual agreement.

10.1.4 The Labor Management Committee will also review, assess, and when appropriate, recommend policies and procedures that are deemed important to the teachers and/or the District. In the cases of policy changes necessarily made without the active participation of teachers, the Superintendent or his/her designee will inform the Leadership of SCEA of the policy being developed at a minimum through receipt of the packets prepared for the Board of Education.

10.1.5 The Labor Management Committee may expand in numbers as mutually agreed to allow for ample representation by both parties to allow for efficient and effective communication and participation.

**10.2 Collaborative Training:** The District and the Association will arrange and participate in collaborative negotiation training sessions as needed if agreed upon by both parties.

**10.3 Successor Agreement:**

10.3.1 The parties agree that they will negotiate in good faith. It is recognized that either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The respective negotiation spokespersons and committees shall be selected by the respective parties.

10.3.1.1 It is understood that the Association representatives will be allowed release time without loss of pay.

10.3.1.2 It is understood and agreed that all tentative agreements negotiated between the parties shall be outlined in writing and submitted for ratification to the Board and Association.

10.3.2 Impasse. If negotiations have reached an impasse, the issues in dispute shall be submitted to mediation/fact-finding for the purpose of encouraging the District and the Association, or their representatives, to reach a voluntary agreement. The parties shall mutually select a mediator/fact finder.

10.3.2.1 Mediation. In the event the parties fail to reach an agreement as a

result of negotiations, either party may request the selection of a mediator. The mediator shall make an effort to bring the parties to a voluntary agreement. If mediation fails to bring about an agreement, during this period of time, the terms of the current contract shall continue in effect, with the exception that no salary increase shall go into effect on August 16<sup>th</sup>. Any salary increase agreed to by the parties as a result of mediation shall be effective as of September 1<sup>st</sup> of that year.

10.3.2.2 If the parties are unable to agree on the name of a mediator, the mediator shall be selected by each party, striking in rotation, a name from a list of people submitted by the Federal Mediation Conciliation Service (FMCS).

10.3.2.3 The format, dates, and times of meeting shall be arranged by the mediator in collaboration with the District and Association.

10.3.2.4 All agreements reached through mediation shall be reduced to writing and subject to ratification by both parties.

10.3.2.5 If the mediation has failed to bring about agreement on all issues submitted to mediation, both parties, through their representatives, shall request in writing that the issues that remain in dispute be submitted to a fact-finder.

10.3.2.6 Before submission to fact-finding, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to fact-finding. Each item being submitted to fact-finding shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the spokesperson or chief negotiator of each negotiating team and presented to the fact-finder.

10.3.2.7 The costs for the services of the mediator/fact-finder, or fact-finder, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and Association.

10.3.2.8 The fact-finding procedure may be initiated by either of the parties if the mediator is unable to resolve the dispute and determines that fact-finding is appropriate. The parties may request a list of fact-finders from the mediator. The parties shall alternately strike names from the list, the first to strike determined by a coin flip until one name remains. The parties shall jointly request the services of the fact-finder.

10.3.2.9 The fact-finder shall meet with the parties and consider their respective positions. The fact-finder may make additional inquiries and investigations, hold hearings, and take such steps as are deemed appropriate by the parties.

10.3.2.10 The fact-finding report shall be issued to the parties within thirty (30) working days of the conclusion of any hearing. The report shall contain the findings of fact and recommend non-binding terms of a proposed settlement.

10.3.2.11 After the fact-finding report is received, the District team and the Association team shall give the report due consideration; provided that the final decision concerning the matter which was the subject of the fact-finding shall remain in the discretion of the Board of Education. The fact-finding report shall not be considered a final and public document until the Board acts to receive it. The Board shall take action to accept the fact-finding report within thirty (30) calendar days of issuance. During this time, the parties shall consider the recommendations contained in the fact-finding report and consider a mutually agreed to recommendation on the fact-finding report to the Board.

10.3.2.12 Nothing contained in these procedures shall limit the rights of the parties to mutually agree upon any other method, procedure, or order of procedures for the selection of a mediator, fact-finder, or the resolution of disputes. Also, on mutual agreement, any and all timelines and dates in this article may be waived or extended.

10.3.4 Re-Openers: Should District revenues be insufficient to fund this Agreement, the District shall notify the Association promptly. The District and the Association are obligated to renegotiate the financial elements of this Agreement to ensure the continued orderly operation of the District and comply with all Colorado constitutional and statutory requirements. Should the District have more money than anticipated at the time of this agreement, The District and the Association are obligated to renegotiate the financial elements of this Agreement to ensure that staff is fairly compensated.

## **Article 11 - Teacher Work Days & Hours**

### **11.1 Number and Distribution of Days Worked:**

11.1.1 Teachers shall work one hundred and eighty-five (185) days per school year. These days shall distribute as follows:

11.1.1.1 One hundred and seventy-four (174) student-contact days for secondary and one hundred and seventy-two (172) student contact days for elementary.

11.1.1.2 Three (3) teacher workdays. Two (2) at the beginning of the year to be used for teacher independent work time and/or team planning time and one (1) teacher workday at the end of the year.

11.1.1.3 Two (2) compensatory days in recognition of time spent in parent

conferences during after-school hours. When additional time is required, time spent more than eight (8) hours per semester should be paid at the extra duty pay rate. Teachers will collaborate with building principals to determine needs.

#### 11.1.1.4 Four (4) Professional Development Days

#### 11.1.1.5 Two (2) Professional Learning Days

These days have a split focus, supporting differentiated (and individualized) learning as well as district priorities. Half (½) day: Focused on job-alike and communities of practice. Teachers would have the job-embedded time to conduct and synthesize action research supporting their individual, team, or department goals. This is teacher-directed time. Half (½) day: District-coordinated professional learning. This could be training(s), supporting topics, teacher-led PD, etc.

11.1.2 Prior to the start of school, teachers will be scheduled for a total of five (5) days before the start of school for high school students. Days will be designated as follows: Three (3) days will be Professional Development Days and Two (2) days will be teacher workdays

### **11.2 Professional Development for Curriculum Review Cycle:**

11.2.1 The district has a six (6) year Curriculum Review Cycle during which curricula in all content areas are reviewed, revised, and updated reflecting the six (6) year standards review and implementation by the CDE.

11.2.2 During Phase 2 of the Curriculum Cycle, if the curriculum planning team determines the need for time for Professional Development/training related to successfully implementing a new curriculum, then the District may schedule that learning of up to two (2) days.

11.2.2.1 The commitment to schedule these day(s) will be made and communicated to participating teachers before May 1st of the year preceding.

11.2.2.2 These days will be identified each year as one (1) or two (2) days before the report date set for all certified staff.

11.2.2.3 For the content area teachers participating in the New Curriculum Implementation Days, she/he will receive their regular daily rate of pay.

11.2.2.4 Teacher leaders may be trained to train or facilitate additional elementary staff.

11.2.2.5 The compensation for the additional day(s) will be paid as part of

the September 15th payroll.

11.2.3 Teachers required to attend New Teacher Orientation will be compensated for four (4) days of orientation that they attend at the beginning of the school year, before the regular number of contracted days for teachers. The following parameters are related to these four (4) additional days.

11.2.3.1 Compensation will be at the teacher's daily rate of pay.

11.2.3.2 Teachers will receive this corresponding dollar amount on a separate paycheck during the last week of August.

11.2.3.3 In the event a teacher misses any of the four (4) days of orientation she/he will not be compensated for the days in which they did not attend the orientation.

### **11.3 Rescheduling of Days Lost Due to Weather and Unforeseen Events**

11.3.1 The first student-contact day lost due to weather or other events shall not be rescheduled by the Board. All subsequent days due to unforeseen events shall be rescheduled unless otherwise decided by the Board.

### **11.4 Establishment of School Calendar**

11.4.1 The school calendar shall be established by the District pending agreement from the Labor Management Committee to be presented to the Board for their approval before the 1st Board meeting in March. Any required calendar changes should be reestablished with the Labor Management Committee and approved by the Board of Education. Changes made after approval has been granted will be communicated to teachers via multiple District communication platforms.

### **11.5 Days Added Back to Teacher Work Year**

11.5.1 Days may be added to the teacher work year by the Board up to one hundred and ninety (190) days. Days added back shall be compensated to teachers at their current year per diem rate.

**11.6 Teacher Work Day:** Teachers will work a forty (40) hour contract week that includes a paid duty-free lunch period of at least thirty (30) consecutive minutes. This period of at least thirty (30) continuous minutes will be exclusive of time spent by teachers getting the students started through the lunchroom procedure followed in their building. This lunch period shall begin between the hours of 10:30 a.m. and 1:30 p.m.

11.6.1 Definition of the forty (40) hour contract week shall be as follows:

Monday Tuesday Wednesday Thursday Friday

High School 7:30-3:18, 7:30-3:18, 7:30-4:18, 7:30-3:18, 7:30-3:18

Snowy Peaks 7:30-3:18, 7:30-3:18, 7:30-4:18, 7:30-3:18, 7:30-3:18

Middle School 7:35-3:20, 7:35-3:20, 7:35-4:35, 7:35-3:20, 7:35-3:20

Elementary School 8:15 - 4:05, 8:15 - 4:05, 8:20 - 5:00, 8:15 - 4:05, 8:15 - 4:05

11.6.2 Scheduling considerations for duties will align with Article 12.5.1. These duties (as defined in Article 1.20) will be scheduled within the contract day.

11.6.3 For safety purposes, teachers are required to inform the school administrator or office personnel when leaving the school premises during contract hours for any reason.

## **Article 12 - Teacher Workload**

### **12.1 Statement of Equitable Distribution of Work:**

12.1.1 The Board of Education will hold the superintendent responsible for the equitable distribution of work among members of the staff.

12.1.2 Contract hours for teachers will be forty (40) hours per week. This includes a paid duty-free lunch period of at least thirty (30) consecutive minutes a day. In addition to the forty (40) contract hours per week, Building Instructional Leadership Teams and Building Administrators may schedule up to 20 hours per year for specific job responsibilities essential to the operation and leadership of the school that extend beyond contract hours.

12.1.2.1 Specific job responsibilities that fall within the 20 hours of additional duties include but are not limited to:

- Predetermined training (such as Vector, CMAS, etc...)
- Committee meetings for one required school committee per teacher (additional committee membership obligations will be paid extra duty with prior approval from the principal)
- Predetermined parent and family events
- Staff meetings
- Student events and programs
- IEP meetings that cannot be scheduled within the contract day (additional IEP meeting time outside of the contract hours beyond the allotted hours will be paid extra duty with prior approval from the principal).

12.1.2.2 Scheduling the use of the 20 hours is the responsibility of the administration and the following commitments will be upheld in order to allow teachers to plan ahead accordingly.

- Options, schedules, and expectations for use of the three hours will be communicated to teachers prior to the start of each semester. Any exceptions to the initial schedules will

be discussed and agreed upon with the Building Leadership Team.

- Schools will designate a specific day or days of the week for most committee meetings and other scheduled training or staff meetings in order to make scheduling more consistent and predictable.

12.1.2.3 When a teacher misses the assigned meeting or activity, annual leave will be deducted.

12.1.2.4 Additional hours required beyond the 20 designated hours per year will be compensated with extra duty pay with prior approval of the principal.

12.1.3 Flexible scheduling between buildings, and across departments, may be utilized to most effectively support the building goals and teaching staff involved in the different purposes.

## **12.2 Professional Learning: Communities and Student Early Release Days**

12.2.1 PLC and student early release days are intended to be focused on instruction and students. Students are released early from school on a predetermined day of the week to provide protected time for professional learning and collaboration in Professional Learning Communities (PLCs) and provide educators time to collaborate and plan for instruction.

12.2.2 PLC Definition and Purpose: Summit School District (SSD) and the Colorado Department of Education (CDE) define the purpose of Professional Learning Communities (PLCs) based on the research of Richard DuFour as "...an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve" (DuFour & Reeves, 2016).

12.2.3 SSD PLCs are focused on the following common practices:

- a. Focus on instruction and student impact
- b. Include both learning and collaborative application centered around the four critical questions of a PLC (DuFour & Reeves, 2016).
  - i. What do we want all students to know and be able to do?
  - ii. How will we know if they learn it?
  - iii. How will we respond when some students do not learn?
  - iv. How will we extend the learning for students who are already proficient?
- c. Responsive to student needs and the professional learning needs of staff
- d. Connected and build upon each other
- e. Aligned with district initiatives

12.2.4 Weekly-PLCs and student early release time will follow the below rotation:

(see calendar example for 2024-25 [here](#))

- **District Aligned PLC:** PLC will be led at the school level with aligned district learning and application time aligned with school PLC cycles
- **School Led PLC:** Schools will lead their own PLC with learning and application cycles
- **Department PLC:** District departments will meet for PLC across buildings and all other teachers will participate PLC at their school focused on planning with vertical and horizontal articulation and IB planners. District departments are defined as:
  - Special Education Teachers
  - Special Service Providers
  - Mental Health Providers
  - English Language Development Teachers
  - Specials Teachers
  - Preschool Teachers
  - Literacy Resources Teachers
- **Teacher Directed Collaboration and Planning Time:** Every 4th PLC time will be designated as teacher directed to provide teachers time during the duty day to complete job-related responsibilities. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum development, etc.

12.2.5 During the weeks of scheduled teacher professional development during the school year, early release days will be utilized for Teacher Directed Collaboration and Planning Time.

12.2.6 In order to acknowledge the discrepancy in planning time allocated during the workday between elementary and secondary teachers due to scheduling, elementary teachers will have an additional teacher-directed collaboration and plan time once per trimester aligned with grading.

12.2.7. In order to acknowledge the need to hold parent-teacher conferences, one full weekly PLC per semester will be used for conferences.

### **12.3 Building Instructional Leadership Teams and Committees**

12.3.1 Building-level instructional leadership teams will be formed in each building for the purpose of advising and collaborating with the principal on building level decisions and needs. This leadership team will be responsible for advising and supporting the principal on topics, including but not limited to, establishing the schedule and content for PLC meetings, in alignment with District initiatives, providing input on building staffing allocations, and building Unified Improvement Plans. BILT membership is a year long commitment and is open to all staff annually and should include instructional leaders across levels of experience and grade and subject representation as outlined below.

12.3.1.1 Membership at the elementary level will include a PK-1 teacher,



a 2-3 teacher, a 4-5 teacher, a single subject teacher, and a specialist as determined annually by these groups. Membership will be determined through self-nomination followed by election from the staff. Additional members may be considered by the team, including the principal.

12.3.1.2 Membership at the secondary level will include a representative from each grade level team or content area, a single-subject teacher, and a specialist as determined annually by these groups. Membership will be determined through self-nomination followed by election from the staff. Additional members may be considered by the team, including the principal.

12.3.2 Additional building-level committees and teams will exist and address topics such as Equity, Wellness and PBIS. All teaching staff members are expected to participate in a committee or team at the building level and time compensation is included in the monthly 20 hours per year hour allocation. Any additional time will be preapproved by the principal and compensated through extra duty pay.

## **12.4 Teacher Planning Time:**

12.4.1 A classroom teacher shall receive planning time as follows:

12.4.1.1 Secondary teachers shall have at least one (1) individual duty-free planning period per day to be equivalent to a regular class period. Middle School teachers will have team planning whenever feasible.

12.4.1.2 Elementary teachers shall have three hundred (300) planning minutes per week in increments that are at least thirty (30) minutes during student contact hours. If problems arise where plan time cannot occur during student contact hours, it will be brought to the Labor Management Committee to help to problem-solve the building schedule before the building initiating the schedule.

12.4.1.3 Planning time is teacher directed to prepare for their classroom and the teacher may use this time for planning content and differentiation, collaboration with specialists, collaboration with grade-level teammates, putting together supplies/materials, setting up spaces for learning, reviewing/analyzing data, completing work for school-level committees/initiatives.

12.4.1.4 It is understood that teachers are professionals and put in extra time outside of the contract day and therefore teachers may occasionally use reasonable amounts of their plan time to attend to their personal needs with prior approval from the principal. If the time used is attached to annual leave, annual leave time must be used for any plan time missed.

12.4.1.5 Elementary students will start school one (1) day later than secondary students at the beginning of the school year and after the

holiday break with the time being used for elementary plan time.

12.4.1.5.1 Classroom teachers at Dual-Language Elementary Schools will receive an additional 45 minutes of plan time per week. This time is provided to honor the additional co-planning needs with grade-level partners. This will be evaluated annually for feasibility (staffing and budget needs).

12.4.1.6 Special Service Providers shall have a minimum of three hundred (300) planning minutes per week in increments that are at least thirty (30) minutes during student contact hours. Planning time is SSP-directed to prepare for direct services with students, prepare for in-direct services, prepare for SEL lessons, analyze data and complete documentation, or to collaborate with specialists and teachers. During planning, SSPs can still be available for crisis. If crises impact the SSPs ability to complete planning throughout the week, then they will consult with their direct supervisor.

12.4.2 Teacher planning time is a necessary component of a teacher's responsibility. Any concerns regarding planning time should be addressed by the Labor Management Committee. These planning provisions will be prorated for part-time teachers.

## **12.5 Duties:**

12.5.1 The elementary duty schedule shall be developed with duties distributed equitably based on student contact timing.

## **12.6 Compensated Duties:**

12.6.1 Compensated Duties include activities pre-approved by building administration and mutually agreed to by the teacher or SSP, that occur outside of the contract day in addition to the outlined 20 hours in Article 12.1.2. Included in these compensated duties are non-instructional or instructional supervision of students outside of the contract day. All licensed employees of the District will be paid for Compensated Duty activities. These Compensated Duties shall be compensated at the Extra Duty rate of thirty (\$30.00) dollars per hour and must be approved by the building administrator.

12.6.2 All schools shall have a line item building budget designated for Compensated Duties. Extra duties assigned by building Administrators will be compensated regardless of funds allocated to the line-item budget.

12.6.3 Time spent participating in parent conferences shall be compensated with release days included in the annual calendar which shall not be considered the extension of a break for the purpose of annual leave.

12.6.4 When possible, IEP and 504 meetings should be held during contract hours. Given the number and diversity of the participants in this meeting, this may not always be attainable.

## **12.7 Substitutions/Substitute Teachers:**

12.7.1 When teachers are requested by the administrator to substitute for other teachers during the teacher's planning period, they will be compensated at the Extra Duty rate of thirty (\$30.00) dollars per hour, prorated.

12.7.2 When teachers are asked by the building Administration to instruct two (2) classes, due to having an absence that is not filled by a substitute teacher, she/he will receive the Extra Duty rate of thirty (\$30.00) dollars per hour during this time.

12.7.3 Specialist teachers who are reassigned for the day and need to complete extra duties outside the contract day, will receive extra duty pay of thirty (\$30.00) per hour for the additional time.

12.7.4 Teachers reserve the right to decline an invitation to cover for other classes. No disciplinary action nor retaliation will be taken against any teacher who declines the request to substitute for another teacher.

12.7.5 Each school will be responsible for hosting an orientation for substitute teachers during the first quarter of the school year. The purpose of this orientation is to familiarize our substitute teachers with our schools, including introductions and building-specific information.

## **12.8 Student-Teacher Ratio for Regular Classroom Teachers and Specials:**

12.8.1 The Board and the Association agree and recognize that an appropriate class size level is critical to the education or development of young people. Both parties further agree that their mutual goal is to achieve the lowest possible number of students in each class to promote an atmosphere most conducive toward educational achievement and excellence. At the same time, both parties recognize that class size is a function of many factors including budgetary, forty (40) hour scheduling patterns, neediness of students, and/or style of educational activity with the building Principal being ultimately responsible for the size of each class within the school.

12.8.2 Student-teacher ratio is also believed to be a unique circumstance of varying situations, including, but not limited to, students who require any additional supports outside of Tier 1 instruction, including MLL, IEP, 504, behavior and emotional supports. Schools are first responsible for class-size equity based on student need. Paraprofessional time shall be an option for additional class size relief, should the building's staffing allocation allow for it. A Class Size Relief Committee may be created to review individual class size ratio situations in case of a concern pertaining to meeting student needs and to promote optimal learning. The committee shall consist of a minimum of two (2) teachers,

one union representative, and one (1) building Principal to resolve the situation. The committee members may invite additional members with approval of the existing committee.

12.8.3 Should the class size concern not lead to a mutually agreed upon resolution at the building level, it may be sent to the Labor Management Committee for further consideration. The concern should be in writing and should include the following; an explanation of the concern and how it pertains to meeting student needs and promoting optimal learning and an explanation of the steps that have been taken to rectify the issues.

12.8.4 A Class Size Relief Committee is intended to be utilized proactively and is intended to promote a productive and collaborative forum for relief of class size concerns at the building level.

## **12.9 Athletic/Activity Pay:**

12.9.1 Coaches/Activity/Directors shall receive compensated duty through the Athletic/Activity Salary Schedule. Placement on the schedule will be determined by experience, years of service in the District, and level of coaching. Every three (3) years days, the coaching salary schedule shall receive an increment increase of .0015.

12.9.2 The salary compensation shall be determined by the current Teacher's Salary Schedule negotiated and approved for the current school year. The Athletic/Activity Salary Schedule shall increase in accordance with the increases in the Teacher's Base Salary Schedule or as otherwise specified in a documented teacher master agreement.

12.9.3 If a coach/director comes to the District with more than ten (10) years' experience coaching in another District and/or public arena, he/she will be given credit for the maximum of ten (10) years experience on the Athletic/Activity Salary Schedule.

12.9.4 Years of experience shall be defined as, "calendar years of coaching a specific sport/activity." If a coach/director comes to the District with no coaching experience at the level that they are specifically hired to coach, their scheduled placement shall be determined by the number of steps beyond their previous level of experience. A one-step move shall receive point seven five ( .75) years of credit for each year at the lower level and a two-step or more move shall receive point five zero (.50) years of credit for each year at the lower level.

12.9.5 Varsity coaches shall receive an additional week of pay for each week of postseason participation.

12.9.6 Per-diem pay shall be calculated for any student contact activity that meets three (3) or fewer times each week. This salary shall be divided by the possible number of student contact days, five (5), and then multiplied by the actual number

of student contact days.

12.9.7 Activities that utilize class time shall receive a per-diem stipend only for the time dedicated beyond the forty (40) hour workweek.

12.9.8 Coaching stipends will be paid as part of the regularly scheduled payroll on the fifteen (15th) of each month via direct deposit. As long as a payment authorization form is received in the payroll office by the first (1st) of the month, it will be included in the fifteen (15th) of that month's payroll.

## **Article 13 - Vacancies & Transfers**

### **13.1 Notice of Vacancies:**

13.1.1 Notices shall be posted at the Human Resource Department and on the District Website, and in a variety of media publications authorized by Central Administration. The link to open positions will be posted in the Friday communication from the District.

13.1.2 Notices shall be posted no later than ten (10) days after an opening is declared.

13.1.3 Notices shall be posted until filled by a qualified/licensed teacher.

**13.2 Transfers and Reassignments:** Transfers shall mean only those changes involving moves from one building to another.

Reassignment is a move to a different position within the building(s) where the employee currently holds an assignment. The rationale for reassignment shall be given to the teacher when such a reassignment is initiated by the building Principal.

13.2.1 Teachers are considered employees of the District and not of an individual school and efforts should be made to maintain a respectful relationship between the District and teachers.

13.2.2 Teacher-Initiated Transfers are to promote professional growth and development, provide opportunities for advancement, and/or personal reasons.

13.2.3 It is the responsibility of the District to post open positions on the employment website. It is each Administrator's responsibility to review the communications that they receive related to teachers expressing an interest in transferring as openings occur. It remains the responsibility of the teacher to be informed of the open positions. Teachers interested in a transfer should forward their written communication to the Human Resources Department and the principal of the school they are interested in transferring to.

13.2.4 Announcement of vacancies will be posted promptly. Such announcements will include the name of the school where the vacancy exists. Between February 1st and June 30th, vacancies will be posted for internal transfers for a period of no

less than five (5) days before the position is open to external applicants.

13.2.5 In-District Transfer applicants shall be assured a formal interview when a position for which they are qualified and interested, opens.

13.2.6 When filling a vacancy the District shall take into account the program needs of the District and these primary factors among other things; the teacher's previous effectiveness ratings, the area of licensure, the endorsement areas, the educational preparation and training, and experiences, including length of service in the District and his/her most recent teaching experience.

### **13.3 District Initiated Transfers/Reassignments:**

13.3.1 No teacher shall be placed in a transferred position to which he/she is not qualified by virtue of academic preparation and certification.

13.3.2 When there are District-Initiated Transfers, the District shall meet with the teacher(s) under consideration for a transfer, to learn their needs and preferences, and shall make the appropriate transfer(s) before announcing the vacancy(s) that the transfer(s) will create. A teacher shall have a minimum of six (6) weeks' notice when a transfer is due to student population changes. This minimum can be waived by mutual agreement by District and the Association Leadership. Transfers shall not be used for punitive or disciplinary action and personal contact will be a component of District reassignment procedures.

13.3.3 The following regulations will pertain to District-Initiated Transfers:

13.3.3.1 They shall not be made capriciously, vindictively, or arbitrarily, but only for valid reasons.

13.3.3.2 Valid reasons include, but are not limited to, a teacher transfer occurring because of changes in the extent of the program, the number of students enrolled, working relationships, and/or skills and qualifications.

13.3.3.3 When transfers are deemed necessary, the Superintendent's first consideration shall be to accommodate Teacher-Initiated Transfers before implementing District-Initiated transfers.

13.3.3.4 Shall be completed by June 30th, for the succeeding year. As an exception, District-Initiated Transfers may be made after June 30th, and before the end of the first semester or trimester, as appropriate, of the given school year, in response to changes in student population among schools, vacancies, and/or personnel matters. They shall not be made capriciously, vindictively, or arbitrarily, but only for the reasons stated and only after all other options have been exhausted.

## **Article 14 - Leave Days**

### **14.1 Allocation of Annual Leave Days:**

14.1.1 Each full-time licensed teacher shall be entitled to ten (10) annual leave days per school year. Any unused annual leave days shall accumulate as banked annual leave. Except in cases of a last-minute illness or unforeseen hardship situations, requests shall be made to the building Principal five (5) school days in advance through a consistent district protocol. The building principal will notify Human Resources and the teacher if leave is denied with the reason for the denial. Any leave denied by a principal can be appealed to Human Resources. Requests will be placed in the Absence Management system forty-eight (48) hours in advance or upon principal approval, whichever is sooner. A principal may waive any timelines.

14.1.2 Teachers will have the option for the first four (4) unused days of his/her annual leave days to be bought back by the district at the end of the school year at the teacher's per diem rate. These payouts must be elected on or before June 1st for payment on his/her July 15th paycheck.

14.1.3 Annual leave not used or bought back will automatically roll into banked annual leave for the following year. Banked annual leave can only be used in instances of illness, maternity or paternity leave, and other uses allowed under the Colorado Healthy Families and Workplaces Act.

14.1.4 Use of annual leave days shall not be restricted except by the availability of substitute teachers. Except for illness, annual leave days may not be taken to extend a vacation such as Thanksgiving, holiday, winter, and spring break or during the first (1st) or last ten (10) days of student contact days. They may be used before students start or after the last student day of the year. With Human Resources Department approval and the ability to procure substitute coverage, annual leave may be used during the last ten (10) days of student contact days or to extend a break if sufficient evidence is provided of a significant event, including but not limited to a graduation, a religious holiday, a wedding or a funeral. Under special or hardship situations (not including extensions of a break for a vacation or recreational activity), the teacher may apply to the Human Resources Department for approved leave with or without pay during the first (1st) or last ten (10) days of school or other times preceding or following break times during the school year.

14.1.5 Annual leave accounting will be recorded based on actual time away from work.

14.1.6 There shall be no annual leave taken during parent-teacher conference times or during PLC collaborative time (except in instances of illness and medical appointments for self or immediate family or if the entire day is taken as annual leave). Medical appointments are intended (whenever possible) to be scheduled outside these times. Annual leave may be used during PLC days incrementally per Article 14.2.10. Staff members who miss PLC or conference times must

check in with their Building Leadership Teams to discuss missed content and determine next steps to make up deliverables/training when required.

## **14.2 Annual Leave:**

14.2.1 Annual leave not used or bought back will automatically roll into banked annual leave for the following year. Unused annual leave may be accumulated. Among the reasons for which banked annual leave may be used are illness, injury, sickness, or short-term disability related to pregnancy, maternity or paternity leave, doctor and dental visits, other uses allowed under the Colorado Healthy Families and Workplaces Act, and other health purposes when such appointments can be made only during the working day. In all instances, annual leave must be used before accessing banked annual leave. If an employee requires a day for personal reasons beyond the credited ten (10) days, the employee must present a written request that includes documentation and rationale to the Human Resources Director and the principal for the need to use banked annual leave days. The employee will be informed of the decision for this use within five (5) school days.

14.2.2 Regular part-time licensed teachers shall accrue annual leave on a prorated basis.

14.2.3 A teacher who is unable to report for work at the beginning of the school year because of an illness or disability shall not be credited with annual leave for that year until he/she has returned to service. Upon his/her return, he/she shall be credited with an adjusted annual leave allowance that shall be used to diminish any deductions sustained for the absence.

14.2.4 While on any leave of absence permitted by Board policies, a teacher shall retain, but not accrue, additional annual leave time except as otherwise indicated.

14.2.5 Any teacher taking annual leave or banked annual leave may be required to verify the illness or injury by furnishing a medical doctor's statement or certificate after four (4) consecutive days pursuant to the Colorado Healthy Families and Workplaces Act. Abuse of annual leave shall be grounds for discipline and may be grounds for dismissal.

14.2.6 A teacher who is absent due to serious illness in his/her immediate family may use annual leave days or banked annual leave days.

14.2.7 For each actual workday a teacher is absent after annual leave allowances are exhausted, a deduction shall be made from his/her salary on a per diem basis.

14.2.8 All types of leave shall be reported to the Absence Management system before the start of the leave and must be approved by the employee's immediate supervisor. In instances where this does not occur, the leave may be processed as leave without pay pending extenuating circumstances are provided by the immediate supervisor and approved by the Human Resources Department. The approval of a supervisor before the reporting of an absence to an absence management system is required to authorize the employee to be out of the



building or department. This approval process is monitored at the building or department and does not supersede the application of District policy.

14.2.9 Absences should be reported based on actual time out of the building/department and should be reflected down to the quarter (¼) hour

14.2.10 Documentation of an absence, when required as part of the policy, reported to the Absence Management system must be received in the human resources office within thirty (30) days of the absence for it to be processed as something other than leave without pay.

14.2.11 The entry of leave into the absence management system will serve as the staff member's authorization/approval of the information reported and/or processed.

14.2.12 Any additional leave granted by the Board shall be without pay or other benefits unless the provisions of the Family and Medical Leave Act require an exception.

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

After five (5) Completed Years of Service, Unused Annual Leave Days will be paid out at:

5-12	\$50.00 Per Day
13+	\$75.00 Per Day

### **14.3 Sick Leave Bank:**

14.3.1 A sick leave bank will be available to teachers who have extended serious illnesses or injuries. All teachers shall contribute two (2) days of current annual leave benefits to the bank at the initial date of appointment, except 110-day/Transition Year Retirees (who continue to be members of the bank, as they have already contributed previously). The bank may accrue an unlimited amount of days. The following conditions and all current legal requirements will govern the granting of sick leave days from the bank. Bank days may not be granted until a teacher has used all individual annual and banked annual leave days. No more than sixty (60) workdays may be used by one person in one school year. No more than sixty (60) workdays may be used by one person for the same injury or illness.

14.3.2 Bank days will be approved when appropriate documentation from a physician is provided to the Human Resources Department.

14.3.3 Bank days are to be used only for serious illness or injury, medical evidence of such illness or injury will be required.

**14.4 Professional Leave:** Each full-time licensed teacher shall be entitled to one (1) Professional Leave Day at the rate of one (1) day per school year. Such leaves shall be cleared by the Principal and/or the Superintendent at least one (1) week in advance. A Principal may waive this requirement.

**14.5 Paid Pregnancy Disability Leave:**

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

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

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

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

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

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

Please note: if the employee qualifies for FMLA, they are allowed 12 weeks of leave.

#### 14.5.7 Process:

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

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

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

**14.6 Extended Leave of Absence:** An extended leave of absence is a request being made for up to an entire school year. Decisions regarding extended leave requests should be made in a manner that ensures that the leave will not harm students. Leave requests will not be granted or there may be a limit as to the duration of the leave if there is a concern that a suitable replacement cannot be employed.

Leaves granted for a full school year will include only those teachers/Administrators who have gained non-probationary status and have successfully completed five (5) consecutive years as a teacher or Administrator in the District.

14.6.1 Serious consideration will be given to requests for extended leaves for the following reasons. Requests for an extended leave to accommodate physical or mental health needs, or leaves to accommodate pregnancy, family emergencies, parental leave, or adoption (regardless of gender). Requests for an extended leave to provide the opportunity to continue formal education. Requests for extended leaves that do not fall into one of the above categories will be considered on an individual basis based on the recommendation of the supervisor(s).

The teacher/Administrator requesting an extended leave shall state in writing which of the above reason(s) apply. Requests for an extended leave to seek other employment or to enter into a contractual relationship with another District will not be granted. The teacher may, however, be permitted to substitute in the School District at the District-approved substitute rate of pay with the approval of the Director of Human Resources. If the District confirms that an employee on extended leave from the District is employed elsewhere or that the reason for the request for leave changed during the course of the leave, without the approval of the Director of Human Resources, that unauthorized employment and/or change may be grounds for termination based on the individual circumstances of each case. Requests from

teachers on an extended leave of absence will be considered on an individual basis.

#### 14.6.2 Requests for Extended Leave:

14.6.2.1 Requests for extended leave must be in writing and must have the approval of the Director of Human Resources who shall consult with the staff member's supervisor(s) before formalizing a recommendation to forward to the Board of Education.

14.6.2.2 Staff members who are requesting a leave of absence for a full school year should make their request by March 15th during the school year preceding the year in which the leave is desired.

14.6.2.3 Leaves of absence that are requested for a full school year will be granted for only one (1) school year in length. The status of all leave requests will be determined by April 1<sup>st</sup>. Additional years may be granted in documented situations where a staff member has an immediate family (as defined by the Federal FMLA Act) that is gravely ill.

14.6.2.4 Requests for an extended leave of absences will not be granted or there may be a limit as to the duration of the leave if there is a concern that a suitable replacement cannot be employed.

14.6.2.5 Extended leaves of absences, unless filled with a transfer, will, when possible, be filled by a replacement that is given an interim contract.

#### 14.6.3 Extended Leave of Absence Granted

14.6.3.1 Extended leaves of absence are granted without salary, benefits, or other District benefits for the duration of their leave. Those granted extended leaves may choose to pay the premiums necessary to remain in the District health and dental insurance program through COBRA. Payments for the continuation of these benefits must be received by the Human Resources Office on or before the first of each month. Please note that employees utilizing COBRA may do so for up to eighteen (18) months.

14.6.3.2 Employees returning to the District after an extended leave may return to the same position upon their return or they may be reassigned the most comparable job available in the building they left for which she/he is qualified unless Policy GCQA/GCQB (*Instructional Staff Reduction in Force*) applies. If returning to the building she/he left is not an option from the building perspective, she/he will be placed elsewhere in the District in a position in which she/he is considered highly qualified, consistent with Colorado's definition of a highly qualified teacher.

14.6.3.3 If the date of return from an extended leave is the beginning of a

school year, the assignment shall be assured provided the staff member notifies both their supervisor and the Director of Human Resource on or before March 15<sup>th</sup> of the preceding year of his/her intention to return. Extended leaves will be filled, when possible, with a replacement that is offered an interim contract.

14.6.3.4 Staff members who are approved for an extended leave of absence for the entire school year will not receive credit for a year of experience on the salary schedule upon their return unless that person's leave consists of a concentrated year of documented comparable teaching experience that had prior approval by the Director of Human Resources.

14.6.3.5 Staff members who are approved for extended leave for less than a year will receive a year towards non-probationary status only if they were scheduled for a minimum of twenty (20) hours per week for at least the last one hundred and twenty (120) days of the school year consistent with State Statute.

14.6.3.6 Salary increments will be granted only if the period of leave in a given school year is less than ninety (90) calendar days.

14.6.3.7 Those granted leaves will retain their accumulated sick leave, but will not be awarded additional sick leave during the term of the extended leave.

#### 14.6.4 Returned from an Extended Leave

14.6.4.1 Failure to notify his/her supervisor and the Director of Human Resources of his/her intent to return for the following school year by March 15<sup>th</sup> may be processed as a voluntary separation of employment.

14.6.4.2 Before returning from an extended leave of absence that was granted due to health reasons, the Director of Human Resources may require the staff member to present a statement from a physician that he/she is physically and/or mentally able to resume the normal duties required of his/her assignment. If requested, confirmation of the physician's statement by another physician selected by the Director of Human Resources may be required at the expense of the District.

14.6.4.3 Should an employee be granted an extended leave of absence and they decide not to return (and thus separating employment) to the District the following year, she/he will be granted an interview for positions in which they are qualified for, during the following year's hiring season.

14.6.4.4 Upon being re-hired (after a separation from employment resulting in not returning from an extended leave of absence), s/he will be placed on the licensed salary schedule as a newly hired staff member, with the exception of, being placed in the lane in which she/he was placed at

the time of the separation.

14.6.5 Summit School District believes that an International Teaching Experience can afford an effective opportunity for professional growth. When spending a period of time in another significantly different educational system, it is possible to acquire new perceptions, experiences, and skills that will allow a teacher to function more effectively in the Summit School District. The cultural experiences that can be acquired through International Teaching Experiences are valuable and can provide a teacher with a broader and more in-depth perception of the world and teaching as well as a greater sense and appreciation of cultural differences.

Leave for an International Teaching Experience is interpreted as leave from active duty (a licensed, contracted position) with Summit School District granted for professional development and improvement and may be granted by the Board of Education upon the recommendation of the Superintendent.

Leave for an International Teaching Experience is a request being made for either one (1) or two (2) entire school years as specified at the time of application. Decisions regarding the approval of this type of leave should be made in a manner that ensures that it will not have a negative impact on students.

Requests for leave to participate in an International Teaching Experience will be limited to three (3) approvals per year and will be approved only in situations where a suitable replacement can be employed.

**Regulation:**

1. The approval of an International Teaching Experience is restricted to teachers who meet the following criteria; have earned non-probationary status before the time of their international experience, have completed five (5) consecutive years as a teacher or administrator in the District, has received a minimum overall, earned evaluation rating of Proficient in the previous two (2) consecutive years.
2. The Board of Education will be responsible for the final approval related to international teaching requests and will be based upon the request of the teacher and the recommendation of the Superintendent and/or his/her designee.
3. All requests for an International Teaching Experience leave shall include the following:
  - Details related to the anticipated benefits of the experience for students in the classroom.
  - A proposal reflecting how the experience will be shared with and provide his/her colleagues with professional development benefits.
4. Approval for an International Teaching Experience will only be approved in

the event it is determined that a suitable replacement can be found.

5. The District expects that the teacher agrees to return to employment with Summit School District for a minimum of three (3) full years and will share his/her experiences through professional development opportunities that are mutually agreed upon between the teacher and his/her Principal before the approval of the leave.

6. Requests for leave to participate in an International Teaching Experience are granted without salary, benefits, or other district benefits for the duration of their leave. Those granted this type of leave may choose to pay the premiums necessary to remain in the district health and dental insurance program through COBRA. Payments for the continuation of these benefits must be received by the Human Resources Office on or before the first of each month. Please note that employees utilizing COBRA may do so for up to eighteen (18) months.

#### Requests for leave to participate in an International Teaching Experience

1. Must be received on or before April 1<sup>st</sup> in writing and must have the approval of the Superintendent or his/her designee who shall consult with the staff member's supervisor(s) before formalizing a recommendation to forward to the Board of Education.
2. Will, when possible, be filled by a replacement that is given an interim contract.

#### Returning from an International Teaching Experience

1. Failure to notify his/her supervisor and the Director of Human Resources of his/her intent to return for the following school year by March 15<sup>th</sup> may be processed as a voluntary separation of employment.
2. Upon return, will be placed on the licensed salary schedule at the same point in which she/he was placed before their approved leave with any additional years of experience obtained from an accredited institution being applied to his/her placement.
3. Employees returning to the District after a leave to participate in an International Teaching Experience may return to the same position upon their return, or they may be reassigned to another position for which she/he is qualified unless Policy GCQA/GCQB (*Instructional Staff Reduction in Force*) applies. If returning to the building she/he left is not an option from the building and/or Administrative perspective, she/he will be placed elsewhere in the District in a position in which she/he is considered highly qualified, consistent with Colorado's definition of a highly qualified teacher.

4. Salary increments will be granted only if the period of leave in a given school year is more than ninety (90) calendar days. Those granted leaves will retain their accumulated sick leave, but will not be awarded additional sick leave during the term of the extended leave.

#### **14.7 Civic Duty Leave:**

14.7.1 Leave with pay will be granted to any teacher to fulfill his/her civic duty including, but not limited to: being summoned for jury duty and required to be present at the courthouse for such jury duty, subpoenaed as a witness to appear at a legal proceeding in connection with the teacher's performance of duties as a teacher of the District and subpoenaed to appear as a witness at a legal proceeding that the teacher is not a litigate.

14.7.2 The teacher's leave is limited to the time necessary to discharge his/her legal obligations to attend the trial and reasonable travel time.

14.7.3 If a teacher is on paid civic-duty leave, any jury or witness fees received must be tendered to the District.

#### **14.8 Military Leave:**

Shall be consistent with the Federal Family and Medical Leave Act related to Military Service.

#### **14.9 Sabbatical Leave:**

14.9.1 To provide opportunities for professional improvement, candidacy for sabbatical leave shall be available to teachers for the purpose of professional improvement of mutual benefit to the educator and the district. Sabbatical leave will also be based on available yearly funding.

14.9.2 The intent of sabbatical leave, in and of itself, is not for the purpose to begin and complete a master's degree program.

14.9.3 Eligibility to Apply for Consideration:

14.9.3.1 Applicants must have seven (7) consecutive years of teaching service in the Summit School District.

14.9.3.2 Applicants must not have received a sabbatical leave during the five (5) years immediately preceding any application.

14.9.3.3 Applicants are required to have completed a minimum of three (3) educational growth steps before applying for a sabbatical.

14.9.4 A written application shall be made to the screening committee for sabbatical leave. The application shall include plans for the use of the sabbatical



leave, an explanation of the plan's potential for increasing the applicant's professional competency, an explanation of how the leave will benefit the District, length of service to the District, the capacities of service, contributions to the District during the time of employment, summaries of other job experience and educational work, and delineation of the merits of the sabbatical application.

#### 14.9.5 Screening:

14.9.5.1 The screening committee for sabbatical leave shall consist of an Administrator appointed by the Superintendent, the Human Resources Director, the principal and/or director of the department that would benefit from the sabbatical, three (3) teachers, one (1) from each level: elementary, middle, and high, appointed by the Summit County Education Association President; The screening committee will consider: assured eligibility of the applicant, proposed leave's potential for contributing to the applicant's professional growth, benefit to the School District, applicant's professional contributions to the District and personal growth as a professional teacher, and availability of a qualified substitute teacher for the position.

14.9.5.2 The Screening Committee will prepare a priority listing of eligible candidates and will recommend names for sabbatical leave appointments, based on the overall merit of the applicants, to the Superintendent, who will forward the recommendations with the comment to the Board of Education.

14.9.6 With written request, a sabbatical applicant, not selected, will be given written reasons for non-selection by the committee or the Superintendent.

14.9.7 Timeline: Applications must be filed with the office of the Superintendent between January 1st and by 4:00 p.m. on February 1st for either a full-year or (1) one semester sabbatical request. The screening committee will review and make recommendations to the Superintendent by **March 6th** or sooner. The Superintendent will make recommendations to the Board of Education at the **second** business board meeting of March. The Board will make the final selection by the end of the **first** Board meeting of **April**. Applicants will be notified before the Friday following the final decision of the Board.

14.9.8 Either the committee, the Superintendent, or the Board may request an interview with the applicant(s) before the decision.

14.9.9 Teachers on Sabbatical Leave will receive compensation and participate in benefits accordingly: Including annual salary will be at half salary, excluding pay for any additional duties or assignments such as coaching, departmental heads, or any other for the period chosen, and may continue with the District's health-care program by paying half the premium while on sabbatical leave (deducted from the monthly pay). Further, the District will pay the other half of the health care. Other benefits include: accumulated sick leave shall be retained, paychecks will be mailed on the regular paydays to that address provided by the teacher. Only

those benefits listed herein apply to sabbatical leave grantees. All salary scale increments and/or pay raises will be awarded to the applicant upon their return to the District. Finally, the applicant must return to the District for no less than two (2) years after the Sabbatical or must reimburse the District for the compensation received during the sabbatical proportionately to the length of the return to service.

#### 14.9.10 Administrative Provisions:

14.9.10.1 Up to one FTE sabbatical per year at half pay will be considered if funding is available.

14.9.10.2 A teacher returning from a paid sabbatical leave, not exceeding one academic year, will be returned to his/her former or comparable position at the same school.

14.9.10.3 A teacher on sabbatical leave may not deviate from his/her approved plan except upon written request to the Superintendent and written permission granted by him/her.

14.9.11 During the period from the last day of teaching service before the sabbatical to the return of teaching service with the District, the teacher on sabbatical may accrue a maximum of nine (9) quarter hours of university credit to be applied to the salary schedule.

14.9.12 Upon return from sabbatical leave, the teacher shall submit a report to the Superintendent verifying that the program was completed as approved. The type of report will be provided to the teacher in writing before departure on sabbatical leave.

14.9.13 Failure to complete the program or to submit the report shall require the teacher to return the sabbatical leave compensation paid to him/her to the District. The District may deduct that compensation from the teacher's pay at the per monthly rate it was paid, or at a lesser rate acceptable to the Board.

14.9.14 An interruption in the program for sabbatical leave because of a serious accident or illness will not be considered a failure to fulfill the conditions on which the sabbatical leave was granted, nor will such interruption affect the amount of compensation to be paid to the teacher under the terms of the leave agreement, provided that the Superintendent has been promptly notified of such accident or illness. In such a case, the teacher shall return to work as soon as he/she can during the period of the sabbatical.

14.9.15 Under the extenuating circumstances, the Superintendent may require, and the teacher shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling both the agreement and all the requirements of the leave. If the teacher is not fulfilling the agreement or is dilatory in any respect, all future payments

may cease and the Board may demand that all sabbatical pay received to be returned.

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

## **Article 15 - Salary Schedule**

**15.1 Monthly Pay:** Teachers shall be paid monthly (September 15th through August 15th for staff members hired for the full school year). The monthly salary will be equal to one-twelfth (1/12) of the teacher's annual salary, as determined by his/her placement on the salary schedule.

**15.2 Pay Date:** The date of payment for each month will be the fifteenth (15th)

### **15.3 Experience Pay:**

15.3.1 The term "experience pay" includes one (1) increment step for each year of validated teaching experience in public schools or accredited private schools and professional educational experience. Teachers new to the District will be given one (1) step for each year of teaching experience outside the District, to a maximum of fifteen (15) years.

15.3.2 Teachers new to the district will be placed on the salary schedule commensurate with their education moving over one lane for every twelve (12) graduate credits that they provide at the time of hire. Any additional credits outside of a bundle of twelve (12), but not equaling the additional twelve (12) credits required for lane advancement, may be used at a later date for lane advancement after initial placement, taken within the last five (5) years. Human Resources will issue a certificate to record any outstanding credits.

**15.4 Horizontal Movement on Salary Schedule:** Horizontal Movement on the salary schedule can be completed by successful completion of twelve (12) semester hours as documented on a salary advancement plan.

15.4.1 Educators will be granted an annual stipend of \$2500 pro-rated by FTE for being bilingual. Bilingual proficiency will be determined by submission to the Human Resources department of a college degree in a foreign country, bilingual certification in any State, and/or an AAPPL exam completion. Languages that will be honored will be those languages reflected in the student population's demands.

15.4.2 Educators will be granted an annual stipend of \$2500 pro-rated by FTE for teaching in a Special Education position (Job Code 202). This additional stipend will end immediately if the staff member moves to a non-special education teacher position.

**15.5 Lane Advancement Plan:** Teachers will be able to increase their salary through a professional development plan.

15.5.1 Once salary schedule placement has occurred, twelve (12) additional semester hours will be required to move to the next lane. Fifteen (15) hours of continuing education hours that include conference attendance, CoPilot Classes, and other training equal one semester hour. Only courses or conference hours taken within the previous five (5) years of submission will be eligible for lane advancement unless previously agreed upon in negotiations. Hours cannot be earned when receiving monetary compensation. All hours earned for lane advancement must occur outside the regularly scheduled workday. Hours can be earned when taking annual leave.

The following credits are approved lane advancement:

15.5.1.1 Graduate-level coursework that is related to Colorado teacher quality standards.

15.5.1.2 Undergraduate credits qualify for lane advancement on the salary schedule when they are included in the professional growth plan under the evaluation system related to SB10-191, or undergraduate credits in the areas of language proficiency that reflect current student demographic needs, cultural proficiency, or technology/artificial intelligence.

15.5.1.3 Conference attendance or other continuing education hours related to school district goals or when they are included in the professional growth plan under the evaluation system related to SB 191.

15.5.1.4 Courses completed on the CEA CoPilot Professional Development system.

15.5.1.5 In addition to the “Professional Development Course Catalog,” the district may offer courses through a Professional Development platform (such as Frontline or MobileMinds) and may approve courses for Lane Advancement if they meet the appropriate graduate-level rigor outlined in Section 16 of the Master Contract.

15.5.2 A record of accumulated hours and supporting documentation will need to be maintained by licensed staff to be used for the next lane advancement. Supporting documentation for coursework or in-district training may be a transcript, a certificate, a statement signed by a professor, or a District certificate.

15.5.3 Any additional credits outside of a bundle of twelve (12) but not equaling the additional twelve (12) credits required for lane advancement, may be used at a later date for lane advancement, as long as they are within the last five (5) years. Human Resources will issue a certificate to record any outstanding credits.

15.5.4 Lane advancement credit in a bundle of twelve (12) semester hours can be submitted using the Lane Advancement Form to Human Resources for approval (along with supporting documentation) no more than two (2) times per academic year (September 1 - August 31).

15.5.5 Lane advancement beyond Lane M: In order to honor continued education, a teacher in lane M (maxed out in terms of lane advancement on the licensed salary schedule) who earns the equivalent of 12 approved semester hours is eligible for up to \$2000. The payment is one-time for the year of the approved advancement. The current parameters outlined in the lane advancement documentation will pertain to Lane M employees. Payments will be prorated based on the month it is turned in to the Human Resources Department and approved. Payments will be divided over the remaining months in the contracted year in which it was submitted and approved, prorated by FTE.

**15.6 District Professional Development:** For District Professional Development Courses, teachers may be given the option to be paid for agreed-upon instructional-related activities outside of the teacher contract days at a rate of thirty (\$30.00) dollars per hour, or teachers shall receive credit for lane advancement for salary purposes.

## **Article 16 - Changes and Additions during the Term of the Contract**

### **16.1 Clause for the allowance of memorandums of understanding:**

16.1.1 The parties acknowledge that the terms and conditions of employment outlined in this contract are intended to be the full and complete agreement between the parties for the duration of this contract. The parties further acknowledge, however, that, in the event, either of the parties concludes that the provisions set forth herein inadequately or inappropriately address terms and conditions of employment or new circumstances give rise to the need for new contract language, the following process shall be followed:

16.1.1.1 The party seeking a change or addition to the contract shall notify the other party at or before the next scheduled meeting of the Labor Management Committee.

16.1.1.2 In the event the party not seeking the change does not wish to consider a proposed change/addition, said party may refuse to negotiate over the change/addition, in which case no change/addition shall be made to the contract.

16.1.1.3 In the event the parties agree to negotiate over the proposed change/addition and are able to reach a tentative agreement regarding the proposal, the parties shall reduce the tentative agreement to writing and shall submit the tentative agreement to their respective constituents, consistent with

each party's established practices and procedures.

16.1.1.4 In the event the parties agree to negotiate over the proposed change/addition but are unable to reach a tentative agreement regarding the proposal, no change/addition shall be made to the contract.

## **Article 17 - SSP Non-Probationary Status and Due Process Rights**

**17.1:** All members of the bargaining unit who are not covered statutorily by the Teacher Employment Compensation and Dismissal Act (TECDA) (C.R.S. 22-63-101, et seq.) upon completing three (3) consecutive years of employment in the District demonstrating effective or better evaluations, shall receive continuing employment rights and non-probationary status, similar to the rights of classroom teachers under TECDA. The dismissal standard for such bargaining unit members will be the same just cause as for non-probationary teachers outlined in TECDA (C.R.S. 22-63-301); however, a due process hearing (TECDA hearing) is not required to make this just cause determination.

Such bargaining unit members who have not yet completed three (3) consecutive years of demonstrated effectiveness or who have had two (2) consecutive years of demonstrated ineffectiveness shall serve on an annual contract as a probationary employee. At the end of any probationary contract term, the District may choose not to offer further employment. Any such bargaining unit member who is notified in writing by the Superintendent or designee on or before June 1st at the end of any probationary year of the District's intent not to offer further employment, shall not be employed for the following year. Contracts may be terminated or no contract offered for the following year for any nondiscriminatory reason.

**17.2:** At the time of the enacting of this provision, any bargaining unit member who is not otherwise statutorily covered by TECDA, and who has been employed with the District for the prior three (3) or more years with continuous effectiveness ratings, shall receive such non-probationary status as outlined in Article 18.1 above. Any bargaining unit member who is not otherwise statutorily covered by TECDA and who has not been employed with the District for the prior three (3) years shall receive credit for years of continuous effective ratings received before the enacting of this provision.

**17.3:** All members of the bargaining unit who are not covered by TECDA, shall continue to receive regular compensation from the time of their dismissal until the board acts on a hearing officer's decision but not to exceed one hundred (100) calendar days. If a member's employment is reinstated through the grievance and arbitration process, that member shall receive back pay for any compensation lost during that time.

**17.4:** All members of the bargaining unit who are not covered statutorily by TECDA, shall be entitled to challenge any dismissal through the grievance and arbitration process herein.

17.4.1 During the grievance and arbitration period, the member shall have access to all pertinent documentation in the possession of the school district relative to the circumstances surrounding the charges.

## **Article 18 - SB 191: Non-Probationary Teacher Displacement**

**18.1 General:** As outlined in this article and pursuant to Section 22-63-202(2)(c.5), C.R.S., a non-probationary teacher may be displaced from a current assignment where the District has a change in employee needs or placement. This Article shall not apply to teacher dismissals, non-renewals, reductions-in-force, probationary teachers, or other personnel actions that are not a result of displacement of non-probationary teachers, including, but not limited to transfers pursuant to District Policy GCKA.

18.1.1 The parties agree that as a result of a drop in enrollment, turnaround, phase-out, reduction in the program, reduction in building, including closure, consolidations, or reconstitution, the District may have a change in employee needs or placement.

### **18.2 Definition:**

18.2.1 “Displacement” shall mean the removal of a non-probationary teacher from the teacher’s assigned school as a result of a drop in enrollment; turnaround; phase-out; reduction in the program; or reduction in building, including closure, consolidation, or reconstitution.

18.2.2 “Displaced Teacher” shall be defined as a non-probationary teacher who is removed from the teacher’s assigned school because of a reduction in the number of teaching positions at the school due to a result of a drop in enrollment; turnaround, phase-out, reduction in program, or reduction in building, including closure, reconstitution or consolidation.

18.2.3 “Hiring Cycle” shall mean the period during which the Board or designee(s) reviews the staffing needs of the district and makes recommendations to fill vacant positions. The Board engages in two hiring cycles each calendar year: first when the Board or its designee(s) project and fills staffing needs for the next school year and, second, as the Board or its designee(s) reviews current staffing and makes adjustments as necessary during the current school year. The Board’s two distinct Hiring Cycles are:

18.2.3.1 The first hiring cycle begins in April of each year and goes through the first day of the contracted school year for teachers (as determined by the District's work year calendar).

18.2.3.2 The second hiring cycle begins on the day following the completion of the first hiring cycle and ends in March.

18.2.4 “Mutual Consent Placement” is triggered as part of a displacement and is the school-based hiring process that occurs when a Displaced Teacher applies for

a position under the supervision of another Principal and the receiving Principal consents to the new assignment. The hiring Principal's consent must consider input from at least two (2) teachers employed at the school and chosen by the teaching faculty at the school to represent them in the hiring process.

18.2.5 “Priority Hiring Pool” is a subgroup of displaced non-probationary teachers who were actively employed and deemed satisfactory or effective in their most recent summative performance evaluation, who have been displaced under this article, and who have not secured a mutual consent placement. Displaced Teachers in the Priority Hiring Pool shall receive the first opportunity to interview for all available positions for which they are qualified within the District.

### **18.3 Identifying and notifying displaced teacher:**

18.3.1 Superintendent Determination. The Superintendent or his/her designee shall determine in coordination with the Principal when a teacher is displaced based on one of the above-mentioned reasons.

18.3.2 Recommendation to Board. The Superintendent or his/her designee in coordination with the Principal shall prepare recommendations for appropriate personnel action, which may include teacher displacement, consistent with Board policy and state and federal law. As necessary and appropriate, the Superintendent shall submit to the Board such recommendations via the personnel list.

18.3.3 Initial Notice and List of Vacant Positions. Before submission to the Board, the Superintendent shall cause written notice of displacement to be provided to all Displaced teachers. Notice shall be in writing and delivered via certified mail or email to the Displaced Teacher's address of record. The Superintendent shall immediately cause the Displaced Teacher to receive an initial list of all vacant positions for which the Displaced Teacher might be qualified, including those vacancies in any area identified by the District to be an area of critical need.

### **18.4 Priority Hiring Pool:**

18.4.1 Guaranteed Interviews. A Displaced Teacher in the Priority Hiring Pool shall receive guaranteed interviews for up to three (3) positions of his/her choice for which he/she is qualified and has applied for in a school-based hiring process.

18.4.2 Good Faith Effort to Secure a Mutual Consent Position. A Displaced Teacher shall follow the District's procedures for such displacement and attempt to secure another position in the District. During this time he/she will be in the Priority Hiring Pool and will go through the school-based hiring process.

18.4.3 Additional Interviews Permitted. A Displaced Teacher in the Priority Hiring Pool may be invited to participate in additional interviews (beyond the three (3) guaranteed interviews as outlined in Article 19.4.1) if the Principal at the



school with the vacancy offers the Displaced Teacher an opportunity to interview. Should the Principal choose to do this, he/she will notify the Human Resources Department.

18.4.4 List of Displaced Teachers Provided to Principals. A list of Displaced Teachers will be provided to Principals. When a teacher is interested in utilizing the guaranteed interviews as outlined in Article 19.4.1, they should notify both the Human Resources Department and the hiring supervisor.

18.4.5 Loss of Status in Priority Hiring Pool. If a Displaced Teacher is offered a position through the school-based hiring process and declines the position, he/she is no longer part of the Priority Hiring Pool, although he/she may apply for available positions.

## **18.5 School-Based hiring process for teacher:**

### **18.5.1 Notification**

18.5.1.1 Any teacher who is deemed to be displaced shall be notified in writing of his/her removal from his/her current teaching assignment within five (5) working days after the displacement determination.

18.5.1.2 Upon notice to the Displaced Teacher, the Human Resources Department or his/her designee shall provide the Displaced Teacher with access to a list of all vacant positions in the District.

18.5.1.3 Hard to fill vacancies for the purpose of the Priority Hiring Pool include Early Childhood/Special Education Teachers, Bilingual Biliterate Teachers, and Secondary Math Teachers.

18.5.1.4 The Human Resource Department or his/her designee will meet with the Displaced Teacher upon initial displacement to learn more about the positions/locations s/he is interested in pursuing as part of his/her displacement.

18.5.1.5 Displaced Teachers will be required to complete an online application to ensure that they are included in the candidate searches being completed by hiring supervisors.

18.5.1.6 Any Displaced Teacher remains solely responsible for identifying available positions within the District and pursuing any and all vacancies for which the teacher is qualified.

### **18.5.2 School-Based Hiring Process**

18.5.2.1 Interviews for vacancies to which displaced teachers are applying shall be conducted through a school-based hiring process, which shall include the use of an interview panel consisting of, at a minimum, the Principal and two (2) teachers from that school.

18.5.2.2 A displaced teacher may apply to be selected to a particular school with the consent of the hiring Principals, having:

18.5.2.2.1 Received input from at least two (2) teachers employed at the school who were chosen by the teaching faculty at that school to represent them in the school-based hiring process, and;

18.5.2.2.2 Reviewed that Displaced Teachers demonstrated effectiveness and qualifications, which review demonstrates the teaching experience in support of the instructional practices of his or her school.

18.5.2.3 Teachers chosen by the teaching faculty at the school to represent them in the school-based hiring process will be selected at the beginning of the school year through a process held at the school involving either candidate being nominated by others or by nominating themselves and upon identifying candidates, teachers will vote on the two (2) teachers they believe will best represent them.

18.5.2.4 Mutual consent is required for all Displaced Teachers wishing to secure a position through the school-based hiring process. Mutual consent is between the applying teacher, who gives consent by making an application for the position, and the Principal, who gives consent by making the recommendation for placement. The Principal's recommendation shall also include input from at least two (2) teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process.

18.5.2.5 A Principal shall recommend the appointment of a Displaced Teacher to an assignment in the Principal's school if the review of the Displaced Teacher's performance evaluations and qualifications demonstrates that employment of the Displaced Teacher will support the instructional practice of the school.

18.5.2.6 When a 'Principal recommends the appointment of a Displaced Teacher to fill the vacancy after the school-based hiring process, said Displaced Teacher shall be assigned to that position and will, therefore, no longer be part of the Priority Hiring Pool and no longer be a Displaced Teacher.

18.5.2.7 If the Board approves the Principal's recommendation of a Displaced Teacher to a vacant position, the Board shall transfer such Displaced Teacher into the assignment sought and the displacement/mutual consent provisions of the law are satisfied. At that time, the Board shall reinstate the Displaced Teacher's salary and benefits at the level they would have been if the Displaced Teacher had not been placed on unpaid leave, if applicable.

18.5.2.8 Any Displaced Teachers who are not recommended to fill a vacancy as part of the school-based hiring process in the hiring cycle immediately following the displacement can access future vacancies on the District's website at: <http://www.summit.org>

### 18.5.3 Displaced Teacher Not Securing Mutual Consent Placement; Involuntary Unpaid Leave

18.5.3.1 Involuntary Unpaid Leave. If a Displaced Teacher is unable to secure a Mutual Consent Placement after twelve (12) months from the effective date of displacement or two (2) hiring cycles, whichever period is longer, the district shall place the teacher on involuntary unpaid leave until such time as the teacher can secure a Mutual Consent Placement. If the teacher secures such an assignment while on involuntary unpaid leave, the district shall reinstate the Displaced Teacher's salary and benefits at the level they would have been if the Displaced Teacher had not been placed on involuntary unpaid leave. The terms of the involuntary unpaid leave of absence shall be as outlined in District Policy GCKAA.

18.5.3.2 Removal from Involuntary Unpaid Leave. A Displaced Teacher may request to be released from involuntary unpaid leave status at any time, and such teacher will be paid any unused, earned, and accumulated leave at the rate defined in Article 15.

18.5.4 Limited-Term Assignment: During the period in which the teacher is attempting to secure a mutual consent placement, the district may place the teacher in a twelve (12) month assignment (one hundred and eighty-five (185) teacher workdays/year) or other limited-term assignments, including, but not limited to a teaching assignment, substitute assignment or instructional support role. Such an assignment shall not constitute a Mutual Consent Placement and shall not be deemed to interrupt the period in which the teacher is required to secure a Mutual Consent Placement before the district shall place the teacher on unpaid leave. If the limited-term assignment extends into a consecutive school year, then said Displaced Teacher's salary shall be adjusted according to all applicable policies. If the District does not place said District Teacher, then said Displaced Teacher shall be on paid leave for the remainder of the twelve (12) months or two (2) hiring cycle, whichever is longer. The District may place the Displaced Teacher in such an assignment at any time during the remainder of the twelve (12) month or two (2) hiring cycle, whichever is longer. Displaced teachers who are placed in a limited-term assignment shall continue to receive the same salary and benefits as his/her teaching position for the remainder of the current school year.

## **Article 19 - Special Education**

### **19.1 Workload:**

19.1.1 A workload/caseload review will consider the number of students served, severity of disabilities, grade levels of students, building location (as appropriate), para educator(s) allocations (as appropriate), and the overall workload of the special education teacher or special service provider in Special Education.

19.1.2 It is the responsibility of the Director of Special Services and other special education leadership to review special education teacher caseloads annually by school during the school year. This review consists of:

- *Educational impact* including direct and indirect service time
- *Physical impact* including health and medical needs
- *Adaptive impact* including level of assistance for basic needs
- *Emotional impact* including the impact needs have on access to the educational environment
- *Behavioral impact* including adult supervision needs
- *Independence impact* including perceived level of responsibility for special education teacher

Additionally, at any point during the school year if a student that has the primary disability of a “Tier B”, eligibility category transfers in, the Director of Special Services will provide the Building Principal and Special Education Teacher a caseload review within 30 school days if requested. Colorado Department of Education defines “Tier B” eligibility categories as: visual impairment, including blindness; hearing impairment, including deafness; deaf-blindness; serious emotional disability; autism spectrum disorders; traumatic brain injury; multiple disabilities; and intellectual disability. This review will identify a solution to the additional caseload. Solutions may include hiring additional staff to relieve the ratio and/or caseload, re-shuffling staff ratio and/or caseload, revising duties, or determining the caseload/workload is reasonable. In some cases, by mutual agreement, a teacher may be assigned an increased caseload to accommodate the needs of the building or department. In such cases, the staff member will receive additional compensation commensurate to the additional caseload for the remainder of the school year.

In the event the solution identified is not agreed upon by the Special Education Teacher, a Caseload Relief Committee may be created to review the caseload class size. The committee shall consist of a minimum of two (2) teachers, one union representative, one (1) building Principal, and the Director of Special Services or designee to resolve the situation. The committee members may invite additional members with approval of the existing committee.

19.1.3 If a special service provider in Special Education believes that the size and/or composition of their caseload is not in the best interest of the students on the caseload, they will meet with the building principal or supervisor to review the caseloads and schedule. The provider making the request for a caseload review may provide the building principal or supervisor with relevant data, which may include the results of the CEA Workload Calculator, supporting their concerns during the review meeting. If, at the building level, a reasonable solution cannot be reached, the Director of Special Services and the Association President and/or

designee will be involved to identify a reasonable solution. Solutions may include hiring additional staff to relieve the ratio and/or caseload, re-shuffling staff ratio and/or caseload, revising duties, or determining the caseload/workload is reasonable. In some cases, by mutual agreement, a provider may be assigned an increased caseload to accommodate the needs of the building or department. In such cases, the staff member will receive additional compensation commensurate to the additional caseload for the remainder of the school year.

19.1.4 In the event that there is a vacancy that causes a special education teacher or special service provider to take on an additional caseload, the staff member will receive an additional duty stipend in accordance with the Temporary Additional Duties Stipend Internal Procedure Guidance. This stipend will be based on the percentage of the vacant role that the current staff member is taking on in addition to his/her/their current role and will also be based on the current staff member's current salary.

19.1.5 Counselor Ratios

19.1.5.1 Elementary Schools will all have at least a 1.0 FTE School Counselor.

19.1.5.2 The Middle School will have at least 1.0 FTE School Counselors per grade level.

19.1.5.3 The High School will have at least 1.0 FTE School Counselors per grade level.

19.1.5.4 Snowy Peaks Junior & Senior High will have at least a 1.0 FTE School Counselor

**19.2 Department of Regulatory Agencies Licensure (DORA):**

19.2.1 It is understood that any special service provider that is employed by the district functions exclusively under their Colorado Department of Education License. No special service provider may be required to obtain DORA licensure, nor may the district require a special service provider with DORA licensure to operate under that licensure.

19.2.2 In addition to Department PLC, during District-Aligned PLC, Special Service Providers (SLPs, OTs, Counselors, School Psychologists, School Social Workers, TVI, DHH, PT, Nurses) will collaborate with job-alike groups. This can include case consultation, job-specific SSP directed professional learning, and problem-solving with job-alike colleagues.

**19.3 Individualized Educational Plans (IEPs):**

19.3.1 In collaboration with the building principal or supervisor, an IEP case manager may request a day of sub coverage per semester to complete initial and re-evaluation testing and to work on IEP paperwork (including but not limited to an initial evaluation summary, re-evaluation summary, annual IEP/Progress Reports, or transition plans).

19.3.2 Special Education Teachers and Special Service Providers who work beyond the workday in developing IEPs shall be paid additional compensation at the extra duty rate with prior approval from their building principal or supervisor.

Unless mutually agreed to by the Special Education Teachers and Special Service Providers and their direct supervisor, additional hours shall not exceed sixteen (16) hours annually.

#### **19.4 195 Employees:**

19.4.1 Special Service Providers who hold a contract for 195 days (Secondary School Counselors and School Social Workers) will work 193 scheduled days with two (2) additional flex days to be used during the summer for student schedule changes, student enrollment and course selection, response to crises that impact the mental health provider's school per the SSP's discretion, and response to emails. The flex days will be limited to sixteen (16) hours and will be scheduled around the Special Service Provider's availability. Anything over sixteen (16) hours will be compensated at the extra duty rate with prior approval from the building principal or supervisor.

19.4.2 Special Service Providers who maintain a National Board Certification will receive a National Board Stipend of \$2,500 annually. The stipend will be pro-rated based on FTE. By September 1st of each school year or at the time of hire, the SSP must submit the certification to the Human Resources Department. Documentation must be submitted by expiration. This includes: ASHA Certificate of Clinical Competence, National Association of School Psychologists (NASP), National Board for Certified Counselors (NBCC), National School Social Worker (NCSSW), and National Board Certification Occupational Therapy (NBCOT).

### **Article 20 - Identity Acceptance and Affirmation**

**20.1 Non-Discrimination:** Neither the District nor the Association shall discriminate or retaliate against any teacher on any basis as defined in state law, federal law, or the Constitution. This shall include, by example, but is not limited to, discriminating or retaliating against any teacher based upon race, ethnicity, sex, gender, sexual orientation, or participation or not participating in teacher educational association or union.

**20.2 Right to Be Out:** The District shall not subject teachers to discharge, demotion, contract non renewal, discipline, denial of a promotion opportunity, harassment, discrimination in regard to any term or condition of employment, or any other adverse employment action because of the employee's disclosure of or communication about the employee's gender expression, gender identity, status as transgender or transitioning, gender nonconformity, or sexual orientation, or family or household composition.

**20.3 Right to Self-Identification:** Teachers have the right to determine what names, pronouns, and personal titles (ex. Mr., Ms., Mx.) are used to refer to them in their employment with the District. Teachers have the right to change their legal names,

preferred names, and preferred gender at any time following the District staff name-change procedure. Legal gender is not stored in District systems. Preferred gender is reported to the State. Employees may contact Human Resources at any time to understand the process.

We acknowledge that gender expression exists on a spectrum and can be fluid. Therefore, pronouns and personal titles may be changed anytime to empower the teachers to express their identities. Pronouns and titles are not stored in District systems. Pronouns and titles are not reported to the State. The teacher is responsible for sharing their preferred titles and pronouns with employees and supervisors and preferences regarding how to share the update with other staff members to honor privacy. Supervisors will build a culture of inclusivity and support by honoring and reminding, when appropriate, other staff members to honor the teachers' gender expression.

**20.4 “Right to Support Students Out at School:** The District shall not subject any teachers to discharge, demotion, contract nonrenewal, discipline, denial of a promotion opportunity, harassment, discrimination in regard to any term or condition of employment, or any other adverse employment action in retaliation for the employee having provided support, assistance or advocacy in the exercise of a student's right to non-discrimination, including but not limited to referring to a student by the student's designated name, pronouns and/or personal title (ex. Mr., Ms., Mx.).

20.5 Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, or by telephone, using the contact information listed below for the Title VII Compliance Officer and Title IX Coordinator. The District shall follow its Policy AC and accompanying regulations for any such complaint.

**Title VII Compliance Officer and Title IX Coordinator:**

Chief Talent Officer

150 School Rd., P.O. Box 7, Frisco, CO 80443, 970-368-1006

Email Address: margarita.tovar@summitk12.org

**20.6:** The parties agree that if/when the District changes the Title VII Coordinator and Title IX Compliance Officer information, the parties agree that they will automatically execute a Memorandum of Understanding to effect the change in the Master Agreement to the new information and then to make the appropriate change in the subsequent Master Agreement.

**Article 21 - Duration of Contract**

21.1: The terms of this contract shall be in full force and effect from September 1st,

2024, through and including August 31st, 2027. It is also understood that salary and insurance will be re-openers for 2025 and 2026. The Master Contract, other than salary and insurance, shall not open for negotiations again until the 2027 negotiations.

**Article 22 - Signature Page**

IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective representatives. The details contained in the contract are effective as of the 1st day of September 2024 as approved on this \_\_\_\_ day of June 2024.

SUMMIT COUNTY EDUCATION  
ASSOCIATION

SUMMIT SCHOOL DISTRICT RE-1

By: \_\_\_\_\_  
President, SCEA

by: \_\_\_\_\_  
President of School Board

Last Update: