

**WESTMINSTER EDUCATION ASSOCIATION**

**AND**

**WESTMINSTER PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**LICENSED EMPLOYEES**

**AGREEMENT**



**JULY 1, 2019 – JUNE 30, 2021**

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## **AGREEMENT**

This Agreement is made and entered into by and between Westminster Public Schools and the WESTMINSTER EDUCATION ASSOCIATION this 25<sup>th</sup> day of February, 2019, effective July 1, 2019, through June 30, 2021.

### **ARTICLE L1 – Definitions**

- L1-1 The term “teacher” as used in this Agreement shall mean an employee of the District who is a member of the negotiating unit.
- L1-2 The term “Board” shall mean the Board of Education of Westminster Public Schools.
- L1-3 The term “Association” shall mean the Westminster Education Association.
- L1-4 The term “District” shall mean Westminster Public Schools
- L1-5 The term “Superintendent” shall mean the Superintendent of Schools of the District.
- L1-6 The term “school year” shall mean the period of time from the opening of the schools of the District in the fall, usually in August, to the closing of the schools in the spring, usually in June.
- L1-7 The term “parties” or “party” shall mean the District and/or the Association.
- L1-8 The term “principal” shall mean any building administrator or the administrator of any work location or functional division.
- L1-9 Except when modified by the word “calendar”, or by some other word, the term “day” shall mean a contract day, that is, a day on which a teacher is contractually obligated to perform services for the District.
- L1-10 The “negotiating unit” shall consist of all employees of the District who are certificated by the Colorado Department of Education and who are on more than a half time contract. The negotiating unit shall exclude all administrators, classified employees, and substitute teachers employed by the District.
- L1-11 A “waiver” is a temporary suspension of a provision from the collective bargaining agreement, Board of Education Policies and Procedures, or state statutory and regulatory requirements.

## **ARTICLE L2 – Retained Rights**

The Board of Education and the Association recognize that the Board of Education has certain powers, discretions and duties that, under the Constitution and law of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. It is further understood between the parties that all rights and authority of the Board of Education, which are not specifically waived, compromised, or otherwise mentioned or limited in this agreement, shall be retained by the Board of Education.

## **ARTICLE L3 – Recognition**

- L3-1 The Board recognizes the Association as the exclusive representative of and negotiating agent for the negotiating unit defined in Article L1-10.
- L3-2 The association will represent equally all members of the negotiating unit without regard to membership in, participation in, or association with the activities of the Association and/or other employee organization. The parties recognize that membership in the Association is not a requirement for employment by the District.
- L3-3 The exclusive recognition of the negotiating unit by the Association granted herein shall continue throughout the term of this Agreement provided, however, that any person represented by the negotiating unit may during the months of March and October of any year submit a petition to the Board signed by thirty percent (30%) of the persons represented by the negotiating unit stating that they desire to be represented by another organization or by no organization. Said petition shall request that an election be held to determine what representation, if any, the bargaining unit will have. The petition shall have stated thereon, exactly, the question before the negotiating unit.

Within thirty days of receipt of the petition by the Secretary of the Board, the Secretary shall hold a fair and impartial election to answer the question stated on the petition. To oversee the election and to assure the election is run in a fair and impartial manner the Secretary shall appoint a six (6) member election commission consisting of two persons representing the Association, two persons representing the Board, and two persons representing the petitioners. The Association shall have the right to designate its two commission representatives. It will be the responsibility of the election commission to conduct and to certify the results of the election. The Board shall pay the cost of the election. No more than one such election shall be held in any one school year.

A majority for the purpose of the election shall be a majority of the persons represented by the negotiating unit.

If recognition is lost pursuant to the process described herein, this Agreement shall expire as of the date of the election.

## **ARTICLE L4 – General Provisions**

- L4-1 This agreement shall constitute the full and complete commitment between Westminster Public Schools and the Westminster Education Association.
- L4-2 Neither the Board nor the Association will discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, disability or membership in any teacher organization.
- L4-3 This Agreement may be altered, changed, added to or deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- L4-4 In the event that any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- L4-5 If there is a conflict between adopted Board Policy and the terms and conditions of this negotiated Agreement, the terms and conditions of the negotiated Agreement shall control.

## **ARTICLE L5 – Conducting Negotiations**

### **INTRODUCTION**

The parties agree that during the 2020 and 2021 negotiations, the following steps will apply:

- L5-1 The parties will begin the process utilizing the interest-based problem solving procedure.
- L5-2 If a breakdown should occur, the Federal Mediator will be called to provide on-site assistance to move beyond the breakdown and continue the interest-based problem solving procedure. A “breakdown” occurs when either party determines that an entire Tentative Agreement has not been reached.
- L5-3 If a breakdown should occur after the Federal Mediator has been utilized the parties agree to proceed directly to fact finding utilizing Section L5-8 through L5-9 requesting a “fast track” by the fact finder.
- L5-4 During negotiations, the Board and the Association, through their respective negotiating teams, will make available relevant data, exchange points of view, present options, and develop standards to judge options. Upon request of either team, the other team will make available for inspection its records and data pertinent to the subject of negotiations.
- L5-5 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues that arise during the negotiations process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.
  - L5-5-1 Either party may bring a MOU as one of its issues for negotiations in accordance with Article L37-1.
- L5-6 Either party may, if it so desires, utilize the services of consultants to assist in negotiations.
- L5-7 Negotiation sessions between the parties’ respective negotiating teams shall be conducted at mutually agreeable times and locations. All negotiation sessions shall be open unless mutually agreed otherwise. The parties will agree on any communications to be released prior to fact finding.
- L5-8 The names of the members of the respective negotiating teams will be exchanged no later than at the first negotiating session. Each team will be limited to ten members including consultants. Unless otherwise agreed upon, the composition of the respective negotiating teams shall not be changed during the period of negotiations, except for extenuating circumstances such as illness or leaving the employment of the District.
- L5-9 When both teams desire that negotiations be scheduled during the school day and the Superintendent authorizes it, the members of the Association’s team shall be released from their regular duties without loss of time and pay.
- L5-10 Tentative agreements reached during negotiations will be reduced to writing and will have conditional approval of both teams. Such conditional approval shall be acknowledged by the spokesperson initialing and dating the proposal. Tentative Agreement on individual proposals will be conditional upon the approval of an entire Tentative Agreement by both teams. When the teams reach a Tentative Agreement, it will be presented to the Association and to the Board for ratification. Upon ratification of the Tentative Agreement by the Association and thereafter by the Board, the Agreement will be executed by the appropriate officers of the parties, and will become effective in accordance with Article L37. If either the Association or the Board fails to ratify the Tentative Agreement as presented within twenty (20) calendar days the date such Tentative Agreement was reached, the team of the party failing to ratify will promptly notify the other team. Following such notification, negotiations will resume as provided in this Article L5.
- L5-11 Impasse
  - L5-11-1 If the negotiations do not result in a Tentative Agreement within twenty-eight (28) calendar days from the commencement of negotiations, the parties may agree to extend negotiations by mutual consent. Absent such consent or at the end of any such extension, the issues in dispute shall be

submitted to a fact finder. If the parties are unable to agree on a fact finder, within one business day from the date an impasse has occurred, the parties will jointly request the American Arbitration Association to submit simultaneously to each party identical lists of five persons skilled in fact finding in educational matters. Each party shall cross off any names to which it objects on the list, number the remaining names in the order of its preference, and mail the list to the American Arbitration Association.

If a party does not mail the list within seven calendar days of the postmarked date of the letter with the list of fact finders from the American Arbitration Association, all persons named on such list shall be deemed acceptable.

- L5-11-2 From among the persons who have been approved on both lists of fact finders, and in accordance with the designated order of mutual preference, the American Arbitration Association shall appoint a fact finder.
  - L5-11-3 If the teams fail to agree upon any of the persons named, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a fact finder from its other members without submitting additional lists.
  - L5-11-4 Fact-finding shall be scheduled to commence within three weeks of the appointment of the fact finder.
- L5-12 Fact Finding
- L5-12-1 The fact finder will have the authority to hold hearings and make procedural rules.
  - L5-12-2 All hearings by the fact finder shall be held in open session.
  - L5-12-3 If the fact finder requests, a certified court reporter shall take a stenographic record of the hearing and copies of the transcript shall be provided to the fact finder and the teams. The costs for the stenographic record will be shared equally by the parties. Or, if the fact finder does not so request, either party may arrange for a certified court reporter to take a stenographic record of the evidence taken at the hearing. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of making the stenographic record. Post hearing briefs, if any, shall be submitted within ten (10) days after the stenographic record, if any is filed.
  - L5-12-4 Within 30 calendar days after the conclusion of such hearings, the submission of a transcript of the hearing, if any, or submission of post-hearing briefs, if any, whichever occurs last, the fact finder shall submit a report in writing to the teams only. The report shall set forth the fact finder's findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor on the Association.
  - L5-12-5 Within five (5) days after receiving the report of the fact finder, the teams will meet to discuss the report, which meeting is a continuation of the negotiations process. No public release of the report may be made until after the conclusion of such meeting or subsequent agreed upon meetings. At this meeting(s) each party will advise the other of its position on the Fact Finder's report and the reasons therefore. If no tentative agreement is reached on the disposition of the Fact Finder's report during those meetings, the report will be acted upon in accordance with Article L5-9-6.
  - L5-12-6 The parties shall take official action on the report of the fact finder no later than ten (10) calendar days after the conclusion of the meetings described in Article L5-9-5.
  - L5-12-7 The costs for the services of the fact finder, including per diem expenses, if any and actual and necessary travel expenses, shall be shared equally by the parties.

## ARTICLE L6 – Grievance Procedure

### L6-1 Purpose

L6-1-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time, arise.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### L6-2 Definition

L6-2-1 A “grievance” will mean a claim or complaint by a teacher, a group of teachers, the Association or the Superintendent that there has been a violation, a misinterpretation, or an inequitable application of any of the provisions of this Agreement, or that a condition exists which jeopardizes a teacher’s health or safety. The term “Grievance” will not apply to any matter for which the method of review is prescribed by law or the Board of Education is without authority to act.

L6-2-2 “Party(ies) in interest” will mean the teacher or group of teachers making the claim or complaint, the Association, or the Superintendent, including designated representatives as provided-for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

L6-2-3 The “grievant” is the teacher, group of teachers, the Association or the Superintendent with a grievance.

L6-2-4 “Level” will mean the separate and distinct stages to be followed in sequential order in the processing of a grievance.

### L6-3 Time Limits

L6-3-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered as the maximum. The time limits specified may, however, be extended by written agreement of the parties.

L6-3-2 No grievance will be recognized by the Board or the Association unless it shall have been presented in writing on the grievance forms developed by the parties at the appropriate level within fifteen (15) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be deemed forever waived.

L6-3-3 Failure at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level.

L6-3-4 Failure to render a decision within the specified time limits will be deemed to be reason for advancing the grievance to the next level of the procedure.

### L6-4 Informal Procedure

L6-4-1 A grievant may first discuss the grievance with the grievant’s principal or designee, individually or accompanied by an Association representative, with the objective of resolving the grievance informally.

L6-4-2 If the grievant is not satisfied with the outcome of the informal procedure, the grievant will have the right to proceed to formal procedure.

L6-5 Formal Procedure

L6-5-1 Level One

If the grievant is not satisfied with the outcome of the informal procedure, or chooses not to use the informal level, the grievant will present the grievance in written form to the principal or designee. Information copies will be sent to the Association and the Superintendent or the Superintendent's designee. Within five (5) days of the receipt of the grievance, the principal will meet with the grievant for the purpose of attempting to resolve the grievance. The principal or designee will, within five (5) days after the hearing, render a decision and the reasons therefore in writing to the grievant and the Association, and the Superintendent or Superintendent's designee.

L6-5-2 Level Two

If the grievant is not satisfied with the decision at Level One, the grievant may within five days after receiving such decision, file the grievance with the Association. If the Association deems that the grievance is meritorious, the Association may file the grievance with the Superintendent, within five days of the date on which the grievant filed the grievance with the Association. Within ten days thereafter, the Superintendent, or the Superintendent's designee, will meet with the grievant and Association representative(s) for the purpose of attempting to resolve the grievance. A record of such hearing will be kept by the Superintendent's office and made available to any party in interest upon request. The Superintendent, or the Superintendent's designee, will, within five days after the hearing, render a decision and the reasons therefore in writing to the grievant and the Association.

L6-5-3 Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five days thereafter, request the Association to submit the grievance to arbitration.

If the Association deems the grievance meritorious, it may, within seven (7) calendar days thereafter, make written demand to the Superintendent that the grievance be submitted to arbitration. Within seven (7) calendar days from the date arbitration is demanded, if the parties cannot mutually agree on an arbitrator, they will submit a request to the American Arbitration Association to submit simultaneously to each party identical lists of the names of five persons skilled in the arbitration of educational matters. Each party shall cross off any names to which it objects, number the remaining names in the order of its preference, and mail the list to the American Arbitration Association. If a party does not mail the list within seven calendar days of the postmark date, all persons named thereon shall be deemed acceptable.

L6-5-4 From among the persons who have been approved on both lists and in accordance with the designated order of mutual preference, the American Arbitration Association shall appoint an arbitrator.

L6-5-5 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint an arbitrator from its other members without submitting additional lists.

L6-5-6 The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the close of hearings, the submission of post-hearing briefs, if any, the submission of the transcript of the hearing, if any, or, in the event oral arguments have been waived, then from the date the final statements and evidence are submitted.

L6-5-7 The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact reasoning, conclusion and recommendations shall be consistent with law and with the terms of this Agreement. The report shall be advisory only and binding neither on the Board nor the Association.

- L6-5-8 The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of the specific articles of this Agreement, or to consideration of whether a condition exists which jeopardizes a teacher's health or safety.
- L6-5-9 If, at any time, either party disputes the arbitrability of any grievance under the terms of this Agreement, such dispute may be submitted to arbitration in accordance with the procedures established by this Article.
- L6-5-10 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence 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.
- L6-5-11 Either party may request that a certified court reporter take a stenographic record of the evidence taken at the hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of making the stenographic record.
- L6-5-12 Within five days of receipt of the arbitrator's report, representatives of the parties shall, upon request meet to discuss the report.
- L6-5-13 The Board shall act on the arbitrator's report within 25 days of the meeting referred to in Article L6-5-12 above, or if no such meeting is held, then within 30 days of receipt of the arbitrator's report.
- L6-6 Rights of Teachers to Representation
  - L6-6-1 Neither the Board nor any member of the Administration will take any reprisal affecting any teacher, any Association representative, nor any witnesses called by reason of such participation in the grievance procedure.
  - L6-6-2 Any party in interest may be represented at any level of the grievance procedure by a person(s) of his/her own choosing, except that he/she may not be represented by a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present, and to state its views at any level of the formal grievance procedure.
- L6-7 Miscellaneous
  - L6-7-1 If a grievance is filed which might not be finally resolved at Level Three prior to the end of the school year under the time limits set forth, such time limits may, by agreement of the parties, be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.
  - L6-7-2 All written and printed matter dealing with the processing of a grievance will be filed separately from the files of the central officer personnel grievant or any other party in interest.
  - L6-7-3 To facilitate operation of the grievance procedure, necessary forms will be jointly prepared by the parties, with costs being shared equally and copies distributed to all buildings and the Association.
  - L6-7-4 The parties will make available to the parties in interest pertinent information and documents not privileged under law in their possession or control which are relevant to the issue(s) raised by the grievant.
  - L6-7-5 When it is necessary at Level Two or Level Three for a representative(s) of the Association or other teachers to attend meetings or hearing held during pupil contact time, the Superintendent will notify the principals concerned and such personnel will be released from their regular duties without loss of pay for such time as their attendance at such meetings or hearings is required. Every effort will be made to avoid disruption of the regular school day.

- L6-7-6 The Association may call upon the professional services of legal counsel, the Colorado Education Association, or the National Education Association at Levels One, Two or Three of the grievance procedure.
- L6-7-7 Should any teacher elect to pursue any legal or statutory remedy for any alleged breach of any adopted policy of the Board, or any alleged violation of his/her rights under this Agreement, such election will bar any further or subsequent proceedings for relief under this Agreement.
- L6-7-8 At Levels One, Two and Three of this grievance procedure, the grievant shall on the appropriate form: briefly state the facts giving rise to the grievance; refer to the specific provision or provisions of the Agreement alleged to have been violated, or describe the condition which exists which allegedly jeopardizes the grievant's health or safety; and, specify the relief sought.
- L6-8 Superintendent Grievance
- L6-8-1 The provisions of Sections L6-4-1 through L6-5-2 of this Agreement shall not apply to grievances filed by the Superintendent.
- L6-8-2 Before filing a grievance under this Article the Superintendent shall first attempt to meet with the Association President to discuss the subject of the grievance.
- L6-8-3 Within seven (7) calendar days after meeting with the Association President, or if no meeting occurs, within fifteen (15) days after the Superintendent knows of the events giving rise to the grievance, the Superintendent may file a written grievance with the Association President.
- L6-8-4 Designated representatives of the Association and the Superintendent shall meet to discuss each grievance filed by the District within 10 days after the grievance is filed. Within 5 days after such meeting the Association shall provide the District with a written statement setting forth its position on the grievance.
- L6-8-5 If the District is not satisfied with the Association's position, it may demand arbitration within 5 days of receipt of the Association's statement, which shall be conducted in accordance with the procedure established in this Article.

## ARTICLE L7 – Transfers

- L7-1 Transfer shall mean the full-time relocation from one building site to another building site. Openings of less than one year shall be filled on an interim basis and shall not be subject to the provisions of this Article for the following year.
- L7-2 Announcement of vacancies will be posted promptly in all buildings as they occur except during periods when school is not in session. Such announcements will include the name of the school where the vacancy exists. During such periods, vacancies will be posted in the District Human Resource Office. Teachers will have at least five (5) days to respond to an announcement of a vacancy. During the summer months vacancies will be announced on the District Code-A-Phone telephone message system. Every effort will be made to post vacancies for new schools prior to the end of March.
- L7-3 The teacher requesting a transfer shall state in writing the specific position(s) desired and the teacher's qualification for such position(s). If the teacher believes special circumstance exist which should be brought to the attention of the Chief of Staff, such circumstances should be indicated with the request for a transfer.
- L7-4 When, in the judgment of the district, teachers who have filed a Request for Transfer meet the qualifications for the vacancy, the District will interview at least three (3) such qualified teacher applicants. However, the School District shall in no way be limited in the number of applicants that it may interview for any vacancy.
- L7-5 Evaluative information, other than that contained in personnel files of those teachers under consideration, shall not be solicited from any source unless the information is requested with the knowledge of the teacher seeking the transfer.
- L7-6 Requests for transfer shall be considered on the basis of qualifications for the position desired. In filling a vacancy, the District will take into account the program needs of the District and will consider, among other things:
1. The teacher's endorsement area(s);
  2. The teacher's certification;
  3. The teacher's experience, including length of service in the District and the most recent teaching experience;
  4. The teacher's educational preparation and training; and
  5. Whether such change in assignment is educationally sound.
- L7-6-1 In order to foster a climate in which the professional educators will feel free to transfer, the parties agree to:
- (a) Conduct a survey of staff members about their interests and concerns about transfer policies;
  - (b) Provide opportunities for staff to attend interview training skill building sessions;
  - (c) Encourage buildings seeking transfer applicants to hold an "open house" for interested faculty to attend.
- L7-7 Applicants for transfer shall be notified of the teacher selected. In the event that an applicant, who was granted an interview, so desires, the applicant may make written request to the Chief of Staff to ascertain the reasons why the applicant was not selected for the vacancy. The Chief of Staff, or designee, shall make written reply to the applicant stating the reasons why the applicant was not selected for the vacancy.
- L7-8 The Chief of Staff will make every effort to process requests for transfer prior to hiring new teachers.
- L7-9 When a transfer is requested by the Administration, whenever possible, the teacher shall be notified of the involuntary transfer and the reasons therefore 30-days prior to the date of the proposed transfer. If the teacher requests additional clarification of the reasons for this transfer, a meeting with the Chief of Staff will be

scheduled. At the request of the teacher, and if the Chief of Staff agrees, the current building principal will be called to the meeting.

L7-9-1 Whenever possible, teachers who have been involuntarily transferred within the previous four years will not be considered for involuntary transfer.

L7-9-2 Involuntary transfers will be made for sound educational reasons.

L7-9-3 When a teacher is involuntarily transferred during the school year, substitute or aide assistance shall be provided to the teacher, at the discretion of the School District, for up to five school days to assist in the transition.

L7-9-4 A teacher who has been involuntarily transferred because of a reduction in the number of teacher positions in the department or school shall be granted an interview for openings occurring in the same department or school in the subsequent year if he/she requests a transfer to that opening.

L7-10 If a transfer becomes necessary because of a reduction in teacher positions in the building, the Principal or appropriate program administrator will engage teacher(s) who might be affected. The process will take into account the program needs of the building, and will consider those who have volunteered for transfer. A consensus decision is preferred; however, in the absence of such decision, the Principal or appropriate program administrator has the responsibility to decide based on the following considerations:

1. The teacher's endorsement area(s);
2. The teacher's certification;
3. The teacher's experience, including length of service in the District and the most recent teaching experience;
4. The teacher's educational preparation and training;
5. Whether such change in assignment is educationally sound.

## **ARTICLE L8 – Teaching Conditions**

- L8-1 The contract year for teachers shall be 185 days which shall include ten (10) non-student contact days comprised of fifty-six (56) work hours and twenty-four (24) staff development hours.
- L8-1-1 The principal shall consult with the faculty before scheduling release days for professional purposes.
- L8-1-2 The Contract year for the first year of employment for teachers new to the District shall be 190 days.
- L8-1-3 By June 1<sup>st</sup> of the contract year, schools shall plan how to distribute and subdivide the non-student contact days that will occur prior to the first day of school.
- L8-2 The work week shall be forty (40) hours and the contract day shall be eight (8) hours including planning periods as described in Article L8-4 and a thirty (30) consecutive minute duty free lunch period.
- L8-2-1 Site-based decision making gives schools the ability to administer their own process and procedure. Schools will adhere to the district calendar if they choose to consider the changing of non-student contact days in developing the work schedule for licensed staff. The use of time that staff spends in required or voluntary participation outside the forty-hour work week shall be recognized. Recognition may include, but shall not be limited to the following:
- (a) Use staff development, work days, and/or exchange days differently.
  - (b) Use the option to bank hours towards a different work schedule.
  - (c) Schools will evaluate yearly and change, if needed, the extra-curricular building activity schedule.
- L8-3 The normal teaching load for secondary school teachers shall be six (6) teaching periods per day or the equivalent thereof if block scheduling is used. Normally secondary school teachers shall not have more than three (3) separate class preparations/levels.
- L8-4 Teachers shall have planning periods, which total at least 250 minutes per week. Secondary teachers shall have two (2) planning periods during the contract day and at least one (1) of the planning periods shall be within the student contact day. During such planning periods, teachers will not be assigned duties other than planning and/or preparation, and conferences with parents, students, or administrators. Except in cases of emergency, principals and counselors shall consult with teachers before scheduling parent conferences. In cases of emergency, the teacher will be notified as soon as the conference is scheduled. To the extent possible, additional planning time outside the student contact day will be provided.
- L8-4-1 There will be four teacher planning days that will be evenly distributed throughout the school year for elementary schools.
- L8-4-2 For secondary schools there will be two teacher planning days that will be evenly distributed throughout the school year.
- L8-5 The Teachers shall be on duty each day in the building to which they are assigned in accordance with such building's schedule.
- L8-6 Teachers may, with prior notice to their building administrator or the administrator's designee(s) leave their building during the day on the conditions that the reason for their leaving the building is directly related to their teaching assignment, or is to fulfill pressing business obligations; that, at the time of their departure, they advise the school office of their destination and anticipated time of return; and that on the further condition that they advise the school office upon their return to the building. The requirements of this Article L8-5 shall not be applicable to itinerant teachers or to teachers' lunch periods.

- L8-7 Deductions for teacher absences not converted by some form of compensatory leave will be at the rate of 1/185 of the teacher's annual salary for each day's absence.
- L8-8 Counselors, psychologists, social workers, nurses, librarians and special education teachers who are absent from duty will not be replaced by a substitute. Such persons may request the principal to provide a substitute and the principal shall consider such request in determining whether he/she considers a substitute to be necessary. Except in cases of emergency, all other teachers will be replaced by a qualified substitute.
- L8-9 When teachers substitute under the following circumstances for other teachers in their school, they will be compensated at an hourly rate calculated on the base salary and eight (8) hour day.
- (a) The teacher who needs coverage must request the building principal to authorize a substitute for limited class coverage for a personal or business reason;
  - (b) The building principal will work with the requesting teacher to arrange the coverage and will keep records of such authorized coverage;
  - (c) If the teacher is absent from 2 to 4 hours, one-half (1/2) day of cumulative leave will be charged; if the absence exceeds 4 hours, one (1) day of cumulative leave will be charged to the absent teacher.
  - (d) If the building principal is not involved in arranging or authorizing the coverage, no payment will be made to the teacher who covers the class.
- L8-10 After consultation with the members of the department involved, the principal of a secondary school may appoint a chairperson for such department. No teacher shall be required to act as department chairperson.
- L8-11 Except in cases of emergency as determined by the principal, operations and maintenance employees shall not interrupt regularly scheduled classes.
- L8-12 When a person registers a complaint with a building principal concerning a teacher and the building principal considers the situation as a serious one, the principal will immediately notify the teacher of the nature of the complaint and identify the person registering the complaint.
- L8-13 The District will develop and distribute to all teachers summaries of all relevant state statutes, rules and regulations and School District policies and procedures relating to Student Discipline. This shall be distributed to all new teachers as they commence work in the District. Any revisions or additions to the above listed items will be distributed to all teachers at the earliest possible time. The District will make every reasonable effort to obtain broad based input from teachers in evaluating or before implementing any District-wide programs.
- L8-14 The District will make every reasonable effort to obtain broad-based input from teachers before implementing any new District-wide programs.
- L8-14-1 To the extent possible, the District will communicate with and involve Westminster Education Association (WEA) on external mandates and required corrective action as soon as possible, and before implementation.
- L8-15 To the extent possible, the District will communicate with and involve Westminster Education Association (WEA) when it is seriously considering contracting out work currently performed by licensed teachers as soon as possible, and WEA will have an opportunity to review and discuss the matter with the District prior to the formal decision by the Board of Education.
- L8-16 The District will provide access to laptop computers for classroom teachers in each school utilizing a ratio of one computer to twenty-five classroom teachers.
- L8-17 When the District mandates specific training which is approved by the superintendent and requires a teacher to attend training for in-service classes outside the regular contract day or contract year, the teacher will be paid at the per diem rate prorated to the 8 hour day.

L8-18 Each school building shall establish a disciplinary review committee which shall review on an annual basis the building discipline policies and procedures to ensure consistency with the School District discipline policies, and review the practices within the building to determine internal consistency in dealing with student disciplinary matter.

- (a) The Association Representative (AR) in each school will meet with the Principal to discuss the implementation of this section. The responsibilities of a disciplinary review committee may be fulfilled by each school's Building Accountability and Advisory Committee (BAAC).
- (b) The District will develop and deliver on an annual basis leadership training (for a Principal, Assistant Principal, monitors, ARs) regarding disciplinary rules and regulations, including review of state law and provisions dealing with the removal of students from classrooms.
- (c) The District Agrees that the disciplinary matrices provided to Principal will be available for review by teachers and staff.

L8-19 Elementary teachers shall have the option of doing either or both Friday folders or progress reports.

L8-20 Elementary schools have the option of collecting lunch money either in class or in the lunch line.

L8-21 Special education paperwork will fulfill legal requirements.

L8-22 Teachers will not be required to record data on CUM files or portfolios that are recorded on another similar student achievement management system.

L8-23 Waivers

Board of Education Policies and Procedures, and state statutory and regulatory requirements.

Requests for waivers from the Agreement will be made to the WEA Board, and the Association shall act first on the request; if it is approved by the Association, the Board of Education shall then act on whether to grant the waiver. The WEA Board will make decisions for the current school year on or before the second Monday of September and January. Decisions for the upcoming school year will be made on or before the second Monday of May of the current school year. All waivers to the collective bargaining agreement must be submitted to the WEA Board no less than two weeks prior to the decision deadlines.

Requests for waivers from Board of Education Policies and Procedures shall be made to the Superintendent. The Board of Education shall determine whether to grant the waiver.

Requests for waivers from the state statutes or regulations shall be made to the Superintendent. The Board of Education shall determine whether such request should be sent to the Colorado Department of Education.

The requests for waivers must be endorsed by the Principal at the school site, and must have the support of a substantial majority of the staff, BAAC and should be reviewed with the general school community. The waiver request should specify that section of the Agreement, Board of Education Policies and Procedures, or state statute or regulation for which the waiver is being requested, the starting and ending date for the waiver, and must provide supporting information or documentation to show that granting the waiver will improve student achievement at the school.

Requests to renew the waivers must provide supporting information or documentation to show how the granting of the waivers has improved student achievement at the school.

L8-24 Staff Development: The District will share the implementation timeline for new initiatives, programs, equipment and/or technologies with all staff members.

L8-24-1 The District will appoint a task force to review staff development for implementing such initiatives and programs consistent with the District philosophy to (a) provide clear focus on purpose; (b) involve those directly affected in planning; (c) build a common information base; and (d) attempt to integrate the change process and provide timely differentiated professional development based on PDCA.

- L8-24-2 The District will appoint a District-wide committee which will include building representatives which will make recommendations regarding the timelines and implementation of staff development consistent with the provisions of L8-25-3 and -4 below.
- L8-24-3 For any additional days identified in the calendar for staff development other than those specified in L8-1-3, the District and WEA will work collaboratively to plan and implement District planned activities. For time designated for building level staff development, the building administration will work cooperatively with their faculty to plan the best use of the time allotted. It is the intent of the District to balance the staff development efforts with time to meet the specific needs of teachers, like work groups, building needs and District needs.
- L8-24-4 Each building will develop a staff development plan using the District's collaboration process that addresses District and building blueprint needs, recognizing that one size does not fit all.

## **ARTICLE L9 – Right to Representation**

- L9-1 Except in cases of emergency, when a principal plans to take disciplinary action against a teacher, the teacher shall be so informed and may request that an Association representative be present before the conference commences. Whenever legal proceedings are commenced regarding the matter in question, by other than the Association counsel, all rights under this Article shall cease.
- L9-2 No written reprimand shall be issued nor shall a teacher be suspended without pay except for just cause.

## **Article L10 – Teacher Exchange**

L10-1 The District agrees to continue to make available to teachers a limited program of teacher exchange within Westminster Public Schools. The Teacher Exchange Program is confined to non-probationary teachers and teachers who are not currently involved in a job improvement target plan. Further, any such exchanges shall be limited to one year in duration.

L10-1-1 The guidelines for such program of teacher exchange shall include, but shall not be limited to:

1. Exchange shall be for one year. Participating teachers may request an extension.
2. Teachers involved will be responsible for initiating a proposal.
3. The deadline for submission of proposals will be March 15.
4. Exchange teachers must have appropriate certification at all levels.
5. Exchanges shall be limited to exchange from one building to another or one department within a building to another department within the same building.

L10-2 Teachers interested in teacher exchange shall advise the Chief of Staff by February 1. A list of such teachers will be posted in each school before March 1.

## **ARTICLE L11 – Job Sharing**

L11-1 The Job Sharing Program shall be limited to non-probationary status teachers of the District who are not involved in a Job Improvement Target Plan.

L11-1-1 The Job Sharing Program contains, but is not limited to, the following characteristics:

1. Non-probationary teachers who request job-sharing options will be considered on a case-by-case basis.
2. Involves only those teachers who have voluntarily agreed to participate.
3. Teachers who are interested in participating in the Job Sharing Program must find their own partner with whom to share a job.
4. All preliminary requirements must be completed on or before March 15, prior to the school year in which the job sharing will commence.
5. All teachers involved must be qualified for the shared position.
6. Salary, benefits, PERA contributions, etc., will all be prorated, based on the division of work in the shared position.
7. Service credit will be prorated for the period of the job sharing.
8. Each job sharing team may request an extension of the shared position for another year.
9. Participation in a job sharing position shall not be considered an interruption of service to the District for the purpose of maintaining non-probationary status.

L11-2 Notwithstanding the provisions of Article L1-10, teachers who are already members of the bargaining unit and become job sharers under this Article shall be considered members of the bargaining unit.

L11-3 Teachers interested in job sharing shall advise the Chief of Staff by February 1. A list of such teachers will be posted in each school on or before March 1.

## **ARTICLE L12 – Teacher Evaluation**

- L12-1 The District and the Association recognize that evaluation is a system of appraisal of the overall classroom effectiveness of the teacher's effort according to predetermined criteria. Its main purpose is to facilitate professional growth. The District and the Association recognize that the evaluation process can be a source of growth for the teacher and agree that the evaluation process shall contain the following characteristics and rights:
- L12-1-1 The purpose of the teacher evaluation is to guarantee an effective and competent educational experience for the students of the District.
  - L12-1-2 Evaluation is considered by the teacher and the administrator as a positive process and is entered by both in a spirit of cooperation.
  - L12-1-3 The evaluation process will be discussed by the administrator with the teacher so that the teacher is aware of the procedures to be followed, their purpose, the documents to be used and the persons who will be involved in the process.
  - L12-1-4 The evaluation is not considered by the District or the Association as disciplinary in nature.
  - L12-1-5 A copy of the evaluation shall be given to the teacher and the teacher shall have an opportunity to read it and make any written response the teacher wishes before it is placed in the teacher's personnel file. Any written response shall also be placed in the personnel file. The signature of the teacher on the evaluation is an acknowledgment that the teacher read the report.
  - L12-1-6 Whenever the District institutes an intervention plan for a teacher; the teacher may request that the Association be informed of such action, and request the Association to provide assistance to the teacher.
  - L12-1-7 Written notice shall be provided to the teacher at the earliest possible time when performance is considered to be below District standards.
  - L12-1-8 The procedures to be followed in the evaluation process shall be subject to the grievance procedure.
  - L12-1-9 In order for the evaluation system to be fair, effective and credible, a review of all criteria and procedures will be conducted at least every other year. Such review must include opportunities for the submission of recommendations from the evaluatee(s) and the evaluator(s) for the purpose of refining and improving the evaluation system(s).
  - L12-1-10 The Association shall have the right to nominate the teacher representative for appointment by the Board of Education to the Advisory School District Personnel Performance Evaluation Council, which is required by C.R.S. 22-9-107.

## **ARTICLE L13 – Reduction in Force**

- L13-1 The Board may cancel the employment contracts of teachers without penalty to the District when the Board, in its sole discretion, determines that there has been a justifiable decrease in the number of teaching positions within a particular endorsement area, the contracts of teachers employed under letters of authorization, and probationary teachers shall be cancelled or non-renewed before the employment contracts of non-probationary teachers are canceled.
- L13-1-1 The Board further agrees that teacher employment contracts will not be canceled at mid-year.
- L13-2 The employment contracts of non-probationary status teachers within a particular endorsement area shall be canceled-in the reverse order of such teacher's seniority in the District.
- L13-3 A teacher's seniority shall be established by the date on which such teacher executed the teacher's employment contract. In the event that the employment contracts of two or more teachers within a particular endorsement area bear the same date of acceptance the seniority of such teachers shall then be established by lottery.
- L13-4 Seniority List: The District shall prepare and provide to the Association, if requested, a seniority list for all certified personnel of the District. The list shall rank in order all certified personnel based on their date of execution of a contract with the District. Any teacher may notify the Chief of Staff within ten (10) days of the publication of the list of any corrections the teacher believes should be made on the list. A final corrected list shall be published on or before June 15.
- L13-5 When teaching positions are identified by the District which it desires to fill, such positions shall be offered to those non-probationary teachers whose employment contracts were cancelled. Such offers of reemployment shall be extended to qualified teachers based on job performance and seniority.
- L13-6 Teachers who have had their teaching contract cancelled as a result of reduction in force shall be placed on a layoff list which shall be maintained by the District; and such teacher shall have a right to recall to a position as specified in paragraph L13-5 above for a period of one (1) year from the notice of cancellation of the contract. For purposes of this Article, one (1) year runs from July 1 of the year in which the contract was cancelled to June 30 of the following year.
- L13-7 Notices of recall shall be sent by certified or registered mail to the last known address shown on the District records. The recall notice shall state the time and date on which the employee is to report back to work which shall be not less than thirty (30) days from the date of the notice. It shall be the responsibility of the laid-off teacher to keep the District notified of his/her current address. A recalled teacher shall be given ten (10) days from receipt of the notification to accept the position. Failure of the teacher to accept a position that he/she is offered shall terminate any further obligation on the part of the District.
- L13-8 The temporary separation of a teacher due to reduction in force shall be considered an approved leave of absence and will not affect accumulated benefits under provisions of the current Agreement if the teacher is rehired within twelve (12) months of the date of termination.

## ARTICLE L14 – Teaching Assignments

- L14-1 Teachers shall be notified of their tentative subject areas, grade level assignments, and building assignments for the following school year, insofar as possible, no later than May 15 of each year. If this is not possible, the teacher will be notified by May 15 when to expect the notification.
- L14-1-1 Teaching schedules in each school shall be developed through a collaborative process between administration and teaching staff.
- L14-1-2 When an employee in high school has an assignment with more than three preparations in core subject areas, the employee may request to discuss the assignment with the administration and department chair.
- L14-2 In arranging schedules for teachers who are assigned to more than one school, the amount of inter-school travel shall be held to a minimum. In arranging such schedules, principals shall make reasonable efforts to allow appropriate time for travel, lunch, planning, and other job requirements and shall make reasonable efforts to keep the number of class preparations to a minimum, and to assign the teacher, where practicable, to one classroom per building. Such teachers shall be notified of any change pertaining to school assignment within a school as soon as practicable.
- L14-2-1 Teachers using their own automobile to travel between schools, or in conjunction with their assigned job responsibilities, will be reimbursed for all authorized and documented travel at the rate allowed by the I.R.S. regulations or Board policy, whichever is greater.
- L14-3 The parties recognize that a teacher’s primary responsibility is to teach and that the teacher’s energies should, to the greatest extent possible, be utilized to this end; therefore, non-teaching assignments shall be kept to a minimum.
- L14-4 Teachers shall not be required by the District to transport pupils at any time.
- L14-5 If a change in assignment becomes necessary, the principal or appropriate program administrator will engage teacher(s) who might be affected. The process will take into account the program needs of the building, and will consider those who have volunteered for the assignment. A consensus decision is preferred; however, in the absence of such decision, the principal or appropriate program administrator has the responsibility to decide based on the following considerations:
1. The teacher’s endorsement area(s);
  2. The teacher’s certification;
  3. The teacher’s experience, including length of service in the District and the most recent teaching experience;
  4. The teacher’s educational preparation and training; and,
  5. Whether such change in assignment is educationally sound.
- L14-5-1 If a change in assignment initiated by the District results in the need for retraining or additional training, the District will pay tuition costs for the teacher to avail himself/herself of the training, which is approved by the District.
- L14-6 When a change in assignment becomes necessary as a result of student enrollment at the school, the change will be effected, whenever possible, within two weeks after the opening of that school or two weeks after winter break at that school.

## **ARTICLE L15 – Administrative and Supervisory Vacancies**

- L15-1 Announcement of all administrative and supervisory position vacancies in the District shall be posted in all buildings as they occur except during periods when school is not in session. During such periods, vacancies will be posted in the Human Resource Office, and copies will be sent to the Association. However, no posting will be required when the vacancy is being filled from among the currently employed administrative staff.
- L15-2 Teachers who desire consideration for vacancies in administrative or supervisory positions may submit an application at any time to the Chief of Staff.
- L15-3 Temporary vacancies or openings of less than one year shall not be subject to the provisions of this Article.

## **ARTICLE L16 – Personnel Files**

- L16-1 Each teacher shall retain his/her original teaching certificate after the District has made a photocopy for filing.
- L16-2 Except for confidential references given prior to the beginning of employment, a teacher, upon request, shall have the right to review the contents of the teacher's permanent personnel file maintained at the District's Administration Building, and to make copies of any documents contained in such file at the teacher's own expense.
- L16-3 No material derogatory to a teacher's conduct, service, character or personality shall be placed in such file unless the teacher has been given the opportunity to review such material. The teacher will acknowledge that the opportunity to review such material has been given by signing the material to be placed in such file. The parties understand and agree that the signature merely means that the teacher has read such material and does not mean that the teacher necessarily agrees with the statements contained in such materials.
- L16-3-1 The teacher shall have the right to file a written reply to such materials within twenty (20) days of the date on which the teacher was given the opportunity to review such material. Such reply may be reviewed by the Superintendent, or the Superintendent's designee, and shall be attached to the material to which it pertains. No anonymous complaints shall be placed in a teacher's personnel file.

## **ARTICLE L17 – Teacher Facilities**

- L17-1 The Board recognizes the need to provide adequate teacher facilities when new buildings are constructed and major remodeling programs are undertaken. Such construction will be given priority when financially and physically feasible as determined by the Board.
- L17-2 The parties further recognize that facilities should be designed to meet the needs of the educational program, which includes teacher facilities. To assist in achieving this objective, the District shall seek the input of teachers concerning such facilities before new buildings are constructed or major remodeling programs are undertaken.
- L17-3 The Board will continue to make reasonable efforts to establish and maintain heating, lighting, phone service that affords privacy, and locked personal storage space for existing facilities subject to budgetary and physical limitations.

## **ARTICLE L18 – Curriculum**

L18-1 The Board and the Association agree to the principle of teacher involvement in planning curriculum to meet the educational objectives of the District.

## **ARTICLE L19 – Instructional Materials**

- L19-1 The Board and the Association agree that matters concerning instructional materials shall be subject to continuing study and investigation.
- L19-2 The Board agrees to make every reasonable effort to provide sufficient instructional materials to assure quality educational opportunity.
- L19-3 New textbooks shall be screened by an evaluation committee whose membership shall consist principally of classroom teachers selected from the grade level or subject area for which new textbooks are being considered.
- L19-4 Although it is not required prior to use, reference and supplementary materials may also be evaluated by the committee established by L19-3.

## **ARTICLE L20 – Class Size**

L20-1 The Board will continue to make every reasonable effort to establish and maintain pupil-teacher ratios, which will permit the maximum of individualization of instruction. In this regard, if a teacher believes that the number of students assigned to that teacher is not consistent with sound educational practice, the teacher shall have the right, upon written request to the principal or supervisor, with a copy to the Superintendent, to schedule a conference with his or her principal or supervisor regarding the matter. The principal or supervisor will respond to the teacher's concern.

## **ARTICLE L21 – Medical Examination**

- L21-1 Physical examinations include a PPD tuberculin skin test; will be required of all teachers at their own expense prior to their employment by the District. In addition, all teachers will be required to meet, at their own expense, any health requirement established by the State of Colorado prior to their employment by the District.
- L21-2 Prior to going on tenure, all teachers will be required to have a physical examination by one of the physicians selected by the District at the District's expense, or a physical examination which is approved by the District by a physician selected by the teacher, and such examination shall be at the Teacher's expense. The physician shall furnish a report of the examination to the School District.
- L21-3 In addition to the examinations required by Article L21-1 and L21-2 above, the District shall have the right, at its expense to require physical or psychiatric examinations of a teacher at any time by a physician selected by the District.

## ARTICLE L22 – Cumulative Leave

L22-1 Effective with the 2008-2009 school year, cumulative days will not be accrued from one year to the next except as provided in Section L22-3. Each full-time contract teacher on active duty the first day of the current school year, shall accrue cumulative leave in accordance with the schedule listed:

Service to District	Number of Days
0 Years to 3 Years	10
4 Years to 10 Years	11
11 Years to 20 Years	13
21 Years and up	15

L22-1-1 Teachers who have contracts for less than full-time shall receive cumulative leave on a pro-rata basis.

L22-1-2 Teachers who begin active duty after the first day of school shall receive cumulative leave on a pro-rata basis.

L22-2 Each July each teacher shall receive, in addition to his or her regular pay and benefits, payment at the current substitute daily rate for all cumulative days accrued but not used by him or her during the preceding school year.

L22-3 Teachers who do not have at least 30 days cumulative leave balance may accumulate up to 30 cumulative days. By June 15 of each year any teacher who wishes to accumulate such days shall designate in writing the number of unused days to be accumulated that year. Teachers shall not be paid pursuant to Section L22-2 for days so designated.

L22-4 A teacher intending to use cumulative leave for illness shall give prior notice to the Human Resource Office for such leave. A teacher intending to use cumulative leave for personal reasons shall give written notification to the teacher's principal or notification on the District's Code-a-phone telephone message system at least five (5) days prior, when possible, to the day on which such leave is taken.

### L22-4-1 Pre and Post Holiday Usage

Use of cumulative leave to extend a break or holiday not to exceed a total of 5 workdays will be limited through a lottery system. Teachers who wish to extend a break or holiday as specified below will advise the Chief of Staff in writing at least 45 calendar days in advance. The Chief of Staff will then randomly select up to 10 teachers who will be granted such leave. Teachers will be notified of the results of the lottery no later than 40 days prior to the holiday or break. Holidays and breaks are defined as follows:

- Martin Luther King Day
- President's Day
- Spring Break Intermission
- Memorial Day
- Labor Day
- Thanksgiving Break
- Winter Break Intermission

L22-4-2 Teachers not selected by the lottery who nevertheless extend their break or holiday will have their pay docked at their per diem rate for each day absent. Upon application to the Chief of Staff, exceptions may be granted in cases of emergency or hardship under criteria developed by the District and the WEA.

L22-4-3 Usage on Mondays and Fridays

The parties agree to continue to monitor and to seek to reduce the usage of cumulative leave for personal reasons on Mondays and Fridays. To accomplish this task, the parties agree to take the following steps:

- (a) WEA and the District will make a joint presentation to each faculty regarding the nature of the problem;
- (b) Monthly reports of substitute usage will be posted in each school and discussed monthly at faculty meetings;
- (c) The District will minimize substitute usage on Mondays and Fridays; and
- (d) Performance contracts will be used to help alleviate substitute shortages.

L22-5 Bereavement leave of up to three (3) days shall be granted to a teacher who has a death in the immediate family. These days are in addition to those specified in Article L22-1. Such bereavement leave may be extended by up to an additional two (2) days for a total maximum of five (5) days, and any such additional time shall be charged as follows: one-half (1/2) to the employee's available cumulative leave, or if not available, as leave without pay, and one-half (1/2) paid by the District. For purposes of this section, "immediate family" shall mean a teacher's spouse, parents, parents-in-law, sisters and brothers-in-law, children, siblings, and grandparents or for someone whose relationship with the employee is similar.

L22-6 An employee who exhausts cumulative leave may, at the discretion of the Superintendent or designee, be granted additional leave without pay.

L22-7 Except as provided in Section L22-8, the accrued cumulative leave balance for each teacher will be frozen at the level in place effective June 13, 1990. Upon application to the Office of the Chief of Staff, a teacher who retires, resigns, or is terminated as a result of a reduction in force shall be paid \$39 per day for each day of unused cumulative leave credited to such teacher under this Section and Section 22-3 less those days used pursuant to Section L22-8. Failure to give notice required by Colorado Revised Statute 22-63-202 (2) (A) will result in the teacher's ineligibility for unused cumulative leave. Forms for requesting such payment may be obtained from the Human Resources office. The teacher must file a completed form with the Chief of Staff before processing of the request can be initiated.

L22-8 Any teacher may use accumulated leave days, including days from his or her cumulative leave balance provided for in Section L22-7, for days of illness or injury. Cumulative leave days provided pursuant to Section L22-1 shall be used before Section L22-7 days may be used.

L22-9 Teachers may use a half-day of cumulative leave provided the teacher gives at least five (5) working days notice of the request for the half day leave and the District can determine within one day of the request whether it can provide a half-day substitute or if not, whether the school can cover the classes through in-school assignment. If the half-day substitute or in-school coverage is not available, teacher will be so notified and can decide whether he/she wishes to take a full day of leave on the day requested. The District will research how the five school districts with which it competes for substitute teachers facilitates the use of leaves on a half-day basis. The foregoing procedure will be piloted for the first semester of the 1995-96 school year, and prior to the end of that semester, the District and Association representatives will review the implementation of this pilot to determine whether to continue this procedure or some alternative for the remainder of the term of the agreement.

## **ARTICLE L23 – Sick Leave Bank**

- L23-1 The Board will cooperate in the continuance of a Sick Leave Bank on a voluntary basis. All teachers shall be eligible to participate.
- L23-2 Teachers enrolling in the Bank will automatically donate one day of their cumulative leave to the Bank each September 1, to be covered with bank insurance for that school year. Cancellation of a teacher's bank insurance must be received in writing by September 15 of each school year. A teacher will be given written notification of donation(s) of cumulative leave day(s) to the Sick Leave Bank.
- L23-3 Additions will be made to the Bank at the beginning of each school year as provided for in Article L23-2 above.
- L23-4 A teacher withdrawing from membership in the Bank will not be able to withdraw any days, which such teacher has previously contributed.
- L23-5 Any teacher applying for Sick Leave Bank benefits must have used at least 25 consecutive leave days (with any combination of cumulative leave days and/or leave without pay days qualifying) prior to making application. (See also Section L23-11.)
- L23-6 Any remainder of the teacher's accumulated cumulative leave days will be the teacher's new balance.
- L23-7 A maximum of 60 days each school year can be drawn by a teacher from the Bank in addition to the teacher's own accumulated days, if any.
- L23-8 A teacher who withdraws cumulative leave days from the Bank will not be required to replace such days except as a regular contributing member to the Bank.
- L23-9 Cumulative leave days can only be withdrawn from the Bank for an individual teacher's illness.
- L23-10 Request for use of Bank days must be accompanied by a letter from the attending physician certifying that the teacher is unable to fulfill the teacher's contractual obligations and explaining the medical reasons therefore.
- L23-11 Any variances from this Article shall be by the Sick Leave Bank Committee. The Committee shall consist of three teachers appointed by the Association and three persons from the Administrative Staff appointed by the Superintendent.
- L23-12 Each teacher enrolling in the Bank will donate one day of such teacher's own cumulative leave to the Bank each September 1 until the Bank has accumulated 1,500 days; and thereafter, no more days will be added until the Bank is depleted to 1,000 days except for days to be donated by new members which may be added to the Bank at any time.

## ARTICLE L24 – Other Leaves

- L24-1 Upon written request, teachers with non-probationary status may be granted leaves of absence not to exceed one year for reasons of health, educational advancement, or family care. Such leave, once granted, may be extended upon the request of the teacher and with the approval of the District. Cumulative leave, salary increments and retirement benefits will not accrue during the period of such leaves except as specified below.
- L24-1-1 While on leave, teachers shall have the option to remain an active participant in fringe benefit programs at the teacher's expense. The District will follow provisions of the Family Medical Leave Act as they apply to teachers.
- L24-1-2 Cumulative leave will not accrue during the period of the leave; however, accrued cumulative leave will be maintained.
- L24-1-3 Salary increments will be granted only if the period of the leave in a given school year is less than 90 days (excluding cumulative leave).
- L24-1-4 A teacher on leave must notify the Superintendent, in writing, of his/her desire to return to active employment no later than March 1<sup>st</sup> if he/she plans to return to work at the start of the fall semester or October 15<sup>th</sup> if he/she plans to return to work at the start of the spring semester.
- L24-2 Parental Leaves
- L24-2-1 Maternity Leave is considered medical leave under Family Medical Leave Act (FMLA). The duration of a normal maternity leave is usually 6 weeks, or as designated by the health care provider. The medical portion of the leave that is certified by the health care provider may be covered by any combination of leave available. The sick leave bank may be utilized **only** by members enrolled in the sick leave bank. Spread docking may be an option for some employees. This will be examined on a case by case basis upon employee request.
- L24-2-2 A teacher who is pregnant shall be entitled, upon written request, to an unpaid parental leave to begin at any time between the commencement of her pregnancy and the date the child is born. Such request must include the period of anticipated leave. In unusual circumstances, the period of leave may be extended. The teacher shall notify the Superintendent in writing of her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty calendar days prior to the date on which the leave is to begin. She shall include with such notice, a physician's statement certifying her pregnancy.
- L24-2-3 A teacher who is pregnant may continue in active employment as late into her pregnancy as her physician recommends, on the condition that she is able to properly perform her assigned responsibilities.
- L24-2-4 A teacher who, because of or on the basis of pregnancy, childbirth or related medical conditions, is unable to properly perform her assigned responsibilities may at the option of the teacher, use accrued cumulative leave with pay while such status exists. If a teacher desires not to use cumulative leave or if her cumulative leave is exhausted, she may apply for an unpaid leave of absence under the provisions for Article L24-1.
- L24-2-5 A teacher who adopts a child shall be entitled, upon written request, to an unpaid leave commencing at the time of adoption. Said teacher shall notify the Superintendent in writing of the desire to take such leave and, except in cases of emergency, such notice shall be given at least five calendar days prior to the date on which the leave is to begin.
- L24-2-6 A teacher who is granted parental leave shall have the right to return to full-time employment under the conditions set forth below:
- L24-2-6-1 A teacher on extended parental leave pursuant to Section L24-2-6-3 must notify the Superintendent in writing of his/her desire to return to active employment no

later than March 1<sup>st</sup> if he/she plans to return to work at the start of the fall semester or October 15<sup>th</sup> if he/she plans to return to work at the start of the spring semester.

L24-2-6-2 A teacher on parental leave for a period of 60 calendar days or less shall be returned to the same position.

L24-2-6-3 If a teacher elects to extend the leave beyond 60 calendar days, but indicates a desire to return to work within twelve (12) months after the birth or adoption of the child, he/she shall be re-employed, subject to positions being available. If more than one teacher has given notice pursuant to this paragraph, such teachers shall be returned to work in order of the date on which notice of the desires to return to work was received by the District.

#### L24-3 Civic Duty Leave

L24-3-1 Leave with pay will be granted to any teacher:

L24-3-1-1 Summoned for jury duty and required to be present at the courthouse for such jury duty.

L24-3-1-2 Subpoenaed as a witness to appear at a legal proceeding in connection with the teacher's performance of duties as an employee of the District.

L24-3-2 Any jury or witness fees paid may be retained by such teacher. If such teacher is not selected for duty on a jury, the teacher will return to his/her teaching assignment immediately.

#### L24-4 Sabbatical Leave for Study

L24-4-1 Sabbatical leave for study is leave granted for the purpose of improving instruction in the District.

L24-4-2 Up to a maximum of four sabbatical leaves shall be granted annually by the School District to teachers who have completed at least six (6) years of service in the District, with the most recent four (4) years being continuous.

L24-4-3 A teacher granted sabbatical leave shall be paid an amount equal to one-half of the teacher's regular salary for the duration of the leave.

Funds for sabbatical leave will be provided in the District's Annual budget.

L24-4-4 The salary amount to be paid to the teacher while on sabbatical leave shall be paid on the usual monthly basis.

L24-4-5 A teacher on sabbatical leave shall receive any regularly scheduled salary increase granted teachers in service and shall also be subject to any general salary reductions which may be effected. In determining the teacher's placement on the salary schedule upon return to regular employment, full experience credit shall be given for the time spent on sabbatical leave.

L24-4-6 The teacher shall retain non-probationary rights as if in regular employment.

L24-4-7 Time spent on sabbatical leave shall be counted as "active years of employment" in the determination of retirement eligibility, and shall be counted in the determination of retirement benefits. The salary actually paid for such time shall be used in determining retirement benefits.

L24-4-8 The Superintendent may recommend to the Board that a sabbatical leave for study be granted to any teacher employed by the District who shall have completed six years of uninterrupted and satisfactory service. (Military leave or leaves of illness shall not be interpreted as having interrupted service).

- L24-4-9 Leave granted for professional study which, in the opinion of the Superintendent, will improve instruction in the District or will improve the efficiency of any teacher, shall be considered consistent with the purpose of sabbatical leave for study.
- L24-4-10 Application for sabbatical leave shall be filed in the office of the Superintendent not later than March 1 or October 1 preceding the semester when it is desired that the leave shall become effective.
- L24-4-11 Among the other data, a statement of the program, which the applicant plans to carry out while on leave, shall be submitted. In accepting leave of absence for study, the applicant shall agree to abide by all conditions governing the granting of the leave.
- L24-4-12 In making a recommendation for sabbatical leave, the Superintendent will consider the following factors:
- L24-4-12-1 The extent to which plans submitted for use of time while on leave is definite and educationally constructive.
  - L24-4-12-2 The extent of the applicant's professional study, growth, contributions and successful service during preceding years.
  - L24-4-12-3 Length of uninterrupted service in the District.
  - L24-4-12-4 Reasonable and equitable distribution of the applicant among the different groups in the system.
- L24-4-13 A Sabbatical Leave Committee, consisting of three members appointed by the Superintendent and three members appointed by the Association, will consider the qualifications of the candidates and make recommendations to the Superintendent.
- L24-4-14 A teacher returning from sabbatical leave for study shall submit a report to the Superintendent containing transcripts of all college or university work completed while on leave.
- L24-4-15 The Request for sabbatical leave shall indicate that it is the intention of the employee to return to active service with the District for a period of at least one year. Prior to the commencement of such leave, the teacher may, at the request of the District, be required to sign such documents as the District deems appropriate to ensure reimbursement to the District of the salary paid during the sabbatical leave in the event the teacher fails to complete one year of employment by the District following such leave.
- L24-4-16 Termination of a sabbatical leave as a result of accident or illness shall place the teacher on personal leave, thereby protecting the teacher's non-probationary status. No cumulative leave can be used or accrued during the period of the sabbatical leave. Any cumulative leave accrued prior to the sabbatical leave is continued upon return to regular employment.
- L24-4-17 A teacher forced to terminate sabbatical leave for good cause shall be understood to have prior rights to reassignment in the District at the earliest possible date.
- L24-4-18 Whenever possible, a teacher returning from sabbatical leave shall be assigned to the same position he/she left prior to taking the leave.
- L24-5 Conventions or Professional Meeting Attendance
- L24-5-1 The attendance of teachers at professional meetings has been universally accepted as beneficial to the District. Teachers may be awarded expense allowances and/or leave with pay to attend meetings within approved budget appropriations. Those wishing to attend must submit a request form to the building principal at least thirty (30) school days prior to the meeting.

- L24-5-2 The principal will consult with the faculty in his/her building in selecting the meetings that will be attended and the staff who will attend, subject to the allocation received in that building for such conventions/meetings.
- L24-5-3 Transportation will be paid on air coach fare, where applicable. The per diem allowance will be provided in accordance with Board policy for the days of the meeting plus one day for travel, if required.

## **ARTICLE L25 – Professional Relationships**

- L25-1 At the option of the faculty in each building, a Faculty Advisory Committee may be elected for such building.
- L25-2 The purpose of the Committee is to advise the building administrators in providing the best possible educational environment for such building.
- L25-3 The Committee may schedule such meetings, as it deems advisable after consulting with the principal to insure that the meeting contemplated is not conflicting with meetings that have already been scheduled and which require the attendance of those on the Committee.
- L25-4 When the Faculty Advisory Committee makes a recommendation to the principal orally or in writing, he/she shall respond to the recommendation in kind.

## **ARTICLE L26 – Professional Responsibilities**

- L26-1 The parties recognize that a teacher’s primary responsibility is classroom teaching, but that a teacher is also responsible for activities and obligations outside the classroom. However, every effort will be made to keep responsibilities outside the classroom to a minimum.
- L26-2 The parties recognize that teachers have the obligation to continue professional improvement, including keeping abreast of new developments and trends in their teaching field and participating in professional organizations in such field. Professional learning committees are a shared responsibility and should focus on building everyone’s capacity.
- L26-3 Teachers have professional obligations to serve on parent organization committees, to perform non-teaching assignments, and to attend school and faculty meetings. The District shall provide teachers with reasonable advance notice of school and faculty meetings. Faculty and staff meetings will be limited to not more than forty-five (45) minutes, whenever possible. Participation on more than one committee per year will be optional. If a teacher receives compensation through payment of money or banking of hours for work on a committee, such compensation will be awarded only for hours of committee work outside of the 40-hour work week.
- L26-3-1 To the extent possible, a written purpose, agenda and desired outcome shall be prepared by building leadership prior to each building faculty and staff meeting.
- L26-3-2 Whenever possible the building principal with the building’s staff shall determine the criteria for teacher membership in each school committee.
- L26-3-3 The building principal shall determine the purpose and areas of responsibility for each building committee.
- L26-4 Teachers have the responsibility to prepare lesson plans and instructions for substitute teachers and to make them available to administrators upon request.
- L26-5 Teachers have the responsibility of completing all inventory, attendance or other forms required by law or Board policy.
- L26-6 Teachers have the responsibility to caring for District materials and equipment provided to them insofar as school facilities permit. Any requirement for loss or damage to such District materials and equipment shall be subject to a standard of reasonableness, in accordance with current procedures and subject to the grievance process.
- L26-7 Teachers have the responsibility for making themselves available to meet the needs of their students, and communicating with the parents of their students about their progress.
- L26-8 Other responsibilities and assignments shall not unreasonably interfere with a teacher’s primary responsibility of classroom teaching.
- L26-9 The parties recognize that the District may provide in-services to help keep abreast of new developments and trends. The parties agree to the principle of teacher input in planning such in-services to meet educational needs. Such input shall be made to the building principal.
- L26-10 The parties recognize that teachers have a responsibility to enhance and promote a positive professional appearance.

## **ARTICLE L27 – Liability Insurance Coverage**

L27-1 When a civil claim is made or a civil action commenced against a teacher for injury (i.e., death, injury to a person, damage to or loss of property of whatsoever kind, which would be actionable in tort) caused by an act or omission of such teacher during the performance of such teacher’s duties and within the scope of such teacher’s employment, except where such act or omission is willful or wanton, the District will provide liability insurance coverage for such teacher in an amount not less than \$100,000. And, under such circumstances the teacher may request the District, or its liability insurance carrier, to furnish legal counsel to defend such claim or action.

## **ARTICLE L28 – Personal Property**

### **L28-1 Stolen and Vandalized Property**

L28-1-1 A fund will be created by a one-time payment of \$5,000.00 by the School District and a voluntary annual contribution of \$5.00 from each participating employee. A participating employee who has personal property stolen or vandalized during working hours on School District property, through no fault of the participating employee, may apply for reimbursement from the fund for replacement or repair of the property up to a maximum of \$250.00 or the participating employee's insurance deductible, whichever is less, provided the participating employee files a police report on the damaged or stolen item within 24 hours of such occurrence. The district will develop guidelines for application and approval of requests for reimbursement.

L28-1-2 The District will investigate the availability of insurance programs, premium paid by employees, to cover stolen and vandalized property.

## **ARTICLE L29 – Personal Injury Leave**

- L29-1 Teachers temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and incurred in the course of their employment by the District, and not as a result of their own negligence or disobedience of reasonable rules and regulations, shall be granted personal injury leave of up to 45 days with full pay, less the amount of any Workman’s Compensation payment benefits, or awards made for temporary disabilities due to said injury. No part of such leave will be charged against the teacher’s cumulative leave.
- L29-2 The District and/or the District’s insurance carrier shall be subrogated to the claims of such teacher against any third person or persons for the amount of benefits paid by the District.
- L29-3 If a teacher incurs a personal injury arising out of and incurred in the course of such teacher’s employment by the District, and not as a result of such teacher’s own negligence or disobedience of reasonable rules and regulations, and such injury is compensated by no-fault insurance for the first three days of such injury, and for which the District’s Workman’s Compensation insurance carrier makes no payments, the teacher shall not be granted personal injury leave for those three days unless the teacher assigns any such payment to the District.

## **ARTICLE L30 – Protection From Assaults**

- L30-1 Any teacher who is accused of an assault in connection with the teacher’s employment shall immediately make a written report of the circumstances thereof to the principal; shall make supplemental written reports to the principal attaching copies of any Summons, Complaint, process, information, indictment, notice, or demands served upon him/her in connection with such assault within three days after the teacher has been served therewith and shall promptly report the final disposition of any such proceedings.
- L30-2 Such reports will be forwarded to the Board through the Superintendent’s office. If, as a result of such alleged assault, civil or criminal proceedings were brought against the teacher, the District, if its attorney recommends, will comply with any reasonable request by the teacher for information in the District’s possession not privileged by law or District policy, which is relevant to such incident.
- L30-3 If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with the teacher’s employment by the District, such teacher, after making the reports previously described, may request, and the District may provide, assistance in the preparation of the teacher’s defense insofar as the Board determines that the interests of the teacher and the District are not conflicting.
- L30-4 Nothing contained in this Article shall prejudice any action that the District may otherwise take regarding the employment status of any teacher.
- L30-5 The parties recognize the requirements to be followed by the Board of Education in connection with assault upon, disorderly conduct toward, harassment of, or any alleged offense under the “Colorado Criminal Code” directed toward a teacher which are contained in C.R.S. § 22-32-109 (1) (x) (I), which states as follows:
- “The Board shall adopt written rules and regulations, not inconsistent with law and which afford due process to all persons involved, for mandatory procedures to be used following instances of assault upon, disorderly conduct toward, harassment of, or any alleged offense under the “Colorado Criminal Code” directed toward a school teacher or school employee or instances of damage occurring on the premises to the personal property of a school teacher or school employee by a student.”
- Such procedures shall include, at a minimum, the following provisions:
- (a) Such school teacher or school employee shall file a complaint with the school administration and the Board of Education.
  - (b) The school administration shall, after receipt of such report and proof deemed adequate to the school administration, suspend the student for three days, such suspension to be in accordance with the procedures establish therefore, and shall initiate procedures for the further suspension or expulsion of the student where injury or property damage has occurred.
  - (c) The school administration shall report the incident to the district attorney or the appropriate local law enforcement agency or officer, who shall, upon receiving such report, investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.
  - (d) Nothing in this Section L30-5 shall be construed to restrict or limit in any manner any cause of action otherwise provided by law and available to the teacher.
- L30-6 In the event a teacher, while acting within the scope of the teacher’s employment, has his/her personal effects such as clothing, glasses or jewelry, damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District will, under District procedures, reimburse the teacher for the cost of repair or reasonable replacement, provided such damage or destruction is not the result of the teacher’s negligence.

## **ARTICLE L31 - Academic Freedom**

- L31-1 The Board believes that academic freedom is essential to the fulfillment of the purposes of the school system. It acknowledges the fundamental need to protect teachers from any censorship or restraint, which might interfere with their obligation to pursue truth in the performance of their classroom functions. Accordingly, the Board holds that:
- L31-1-1 The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues, which are within their intellectual grasp and are under current debate in our society.
  - L31-1-2 This right of students imposes certain obligations upon the Board, the teachers, the administration, and the community.
  - L31-1-3 The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials, and maintain an atmosphere of academic freedom in the schools.
  - L31-1-4 Administrators and teachers as individuals through their councils, committees, departments, and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board.
  - L31-1-5 The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced that they are not.

## **ARTICLE L32 – Association Rights**

- L32-1 During the term of office, the Board will grant the president of the Association released time from District responsibilities without penalty as to placement on the salary schedule, PERA coverage, fringe benefits or specific job assignments. In the event the president is a secondary teacher, such released time shall be on a one-half or full-time basis for at least a semester at a time. In the event the president is an elementary teacher, such released time shall be on a full-time basis for at least a semester at a time. The Association will reimburse the District for the salary, benefits, and PERA costs of the president to the extent those costs are not covered by Section L32-2.
- L32-2 The Association shall receive annual credit toward the cost of salary, benefits and PERA of the Association President during release time provided in Section L32-1 for the equivalent of the starting substitute teacher daily rate multiplied by the total number of the bargaining unit.
- L32-2-1 The Association will be advised of days credited upon request.
- L32-3 The Association will notify the District not later than May 1 of each year of its plan for released time for the president for the next school year. If the Association fails to notify the District by May 1, the Association president may not be granted released time for the next school year.
- L32-4 While the president of the Association continues as an employee of the District during the released time provided for in this Article, the Association president is responsible and accountable to the Association. The president will discharge Association duties in a manner compatible with the regular schedule of normal ongoing school activities.
- L32-5 The District will select and employ any needed replacement for the president.
- L32-6 The Association shall be entitled to up to 47 and ½ days of release time during each school year provided the Association pays the cost of the substitute teacher at District substitute daily rate. While the use of this time shall be determined by the Association, whenever possible, a request must be made in writing to the District at least five (5) days prior to the utilization of any such time specifying the day or days on which the time will be utilized, the teacher(s) to be released, and such request shall be approved by the Chief of Staff.
- L32-6-1 For the purposes of Article L32-6, “release time” shall mean any time during a work day in which a teacher, upon the request or recommendation of the Association, participates in any meeting, conference, seminar, training, or other activity that requires the teacher to be absent from his/her normal work assignment. Release time shall be calculated in terms of half-days, with a minimum of one half-day. Release time shall be rounded up to the next half-day increment. (Example: 1-240 minutes is ½ day; 241-480 minutes is one full day.)
- L32-7 The president, the president’s designee, and the Association’s UniServ Director(s) shall have the right to visit any school on the condition that they give advance notice to the principal’s office of such visit. Visits that are made to solve special problems of teachers shall not interrupt regular class schedules and will be scheduled before or after the normal school day.
- L32-8 The Association, or its designated faculty representatives, shall have the use of school meeting rooms without cost on any day when requested through the Superintendent, or the Superintendent’s designee, and where prior reservation of such meeting rooms has not been made by and granted to others. Such permission is not transferable and shall be revocable upon due notice.
- L32-9 The Association, or its designated faculty representatives, shall have the right to place notices, circulars, and other materials relevant to Association business on faculty lounge bulletin boards and in teachers’ mail boxes on the condition that a copy of such materials be given to the principal prior to such placement.
- L32-10 The Association shall be permitted to use the District’s regularly scheduled daily school mail delivery service.

## **ARTICLE L33 – Dues Deduction**

- L33-1 The District agrees to deduct from teachers' salaries amounts sufficient to pay the annual dues of the Association, the Colorado Education Association and the National Education Association, which have been requested in writing by individual teachers. The amounts to be deducted will be certified by the Association to the District. The District further agrees to transmit all such amounts to the Association on a regular monthly basis.
- L33-2 In the event that a clerical error is made by the District in making the deductions referred to in Article L33-1, or with respect to salary, fringe benefits or other payroll deductions, such error shall immediately be brought to the attention of the Chief of Staff. In such event, efforts shall be made by the District and the teacher to remedy such error in mutually agreeable manner.
- L33-3 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this Article.

## ARTICLE L34 – Compensation

### L34-1 Salary

L34-1-1 The salary schedule for the 2019-2020 school year shall be as set forth in Appendix A-1 of this Agreement and shall reflect a 6% cost of living adjustment. Vertical steps will be implemented for the 2019-2020 school year. An additional vertical step shall be added to the salary scale.

L34-1-2 For the 2019-2020 school year, the base salary shall be \$50,497 and the value for each salary step for all teachers shall be as set forth in Appendix A-1 of this Agreement, subject to the provisions on horizontal and vertical movement as stated in L34-9 and L34-1-1, respectively.

L34-1-3 The salary schedule for the 2020-2021 school year shall be as set forth in Appendix A-2 of this Agreement and shall reflect a 4.6% cost of living adjustment. Vertical steps will be implemented for the 2020-2021 school year. One step shall be added at the bottom of the salary schedule.

L34-1-4 For the 2020-2021 school year, the base salary shall be \$52,820 and the value for each salary step for all teachers shall be as set forth in Appendix A-2 of this Agreement, subject to the provision on horizontal and vertical movement as stated in L34-9 and L34-1-1, respectively.

L34-2 Non-degree vocational teachers will be compensated as set forth in Appendix C of this Agreement.

L34-3 For all teachers hired prior to December 31, 1984, Special Services Personnel shall be compensated at the rate of .014 of the base salary per year of successful public school experience outside the District up to a maximum of six years, on the condition that such experience has occurred within ten years prior to employment by the District. As a part of the six-year maximum allowance, consideration shall be given to successful non-public experience if the Chief of Staff determines that the experiences reinforce the qualifications stipulated in the job description. Credit for the approved experiences shall be based on the following conversion;

2,000 on the job hours = One year.

L34-4 All teachers whose hire date by the District was for the 2004-2005 school year or thereafter, will be compensated for previous teaching experience in an accredited or approved institution at the discretion of the District and will, whenever possible, be placed no higher than the mid-range of each column. New teachers may be placed above step 8 if their position is hard to fill.

The placement on the salary schedule shall take into account the appropriate preparation column of the salary schedule; however, nothing herein shall be construed so as to result in payment of salary beyond the maximum vertical step on the salary schedule to which the teacher is assigned.

L34-5 Effective January 1, 1978, no payment for second Master's Degree will be made unless the Superintendent has made prior approval.

L34-6 The District will recognize credits for advancement in the salary schedule subject to the following:

L34-6-1 Course work to be used for horizontal movement graduate level from an accredited institution, or (b) approved by the Colorado Department of Education for Teacher certification purposes and from a four year accredited institution, and in either case must fit into one or more of the following categories.

L34-6-1-1 Course work, which supports one's current assignment with the District.

L34-6-1-2 Course work, which leads to an advanced degree in one's current assigned field in the education profession.

L34-6-1-3 Course work which supports qualification for a planned change in District assignment identified through a written statement of intent.

L34-6-1-4 Professionally related course work.

- L34-7 Exceptions to the graduate level requirement in L34-6-1 may be requested in writing stating the rationale and such request will be subject to review and approval by the Chief of Staff with the right of an appeal to the Superintendent.
- L34-8 Upon completion of the course(s), request for placement on the salary schedule, Form II-Horizontal Movement Envelope shall be submitted to the Office of the Chief of Staff. Such request shall be honored when accompanied by substantiating evidence such as a class registration form, a canceled check for fees paid, an official grade report, or a statement from the instructor on the condition that an official transcript is submitted to the Chief of Staff within 90 days of the request.
- L34-9 Horizontal movements on the salary schedule will be implemented in January of 2020 for the 2019-2020 school year and January of 2021 for the 2020-2021 school year, provided the teacher submits the required substantiating evidence as described in Article L34-6 no later than January 10, 2020 and January 10, 2021, respectively.
- L34-10 No more than 15-quarter hours will be accepted for salary schedule placement during any calendar year unless prior approval for exception (i.e., Degree Programs, Sabbatical Leave Programs) is granted by the Superintendent. Horizontal movement on the salary schedule will not be implemented for any requests submitted on or after the last work day by a teacher who retires/resigns/separates from employment.
- L34-11 Any course work approved for salary schedule advancement prior to January 1, 1977, will be honored upon presentation of the necessary validating information upon completion of said work.
- L34-12 No teacher may advance more than one vertical step per school year. A teacher will advance one vertical step each school year or if employed for one-half or more of the school year.
- L34-13 Teacher will be paid on an annual August through July payroll cycle with the first paycheck for the 2008-2009 contract year in August, 2008. Therefore teachers returning to the District in August will receive two paychecks; (1) for their accrued pay for 2007-2008 and (2) their first paycheck for the 2008-2009 contract year. Teachers will receive their salary checks on the teachers last working day of each month, except in the months of December, June, and July, or during a month when the date which would otherwise be the last working day of such month falls during any school intermission.
- L34-13-1 Teachers shall have the option of being paid through electronic fund transfer.
- L34-14 All teachers shall furnish the payroll office with an employee withholding exemption certificate and a current mailing address.
- L34-15 Extra Duty Schedule
- L34-15-1 Compensation for extra-curricular activities for the 2019-2020 school year shall be in accordance with Appendix B-1 and B-2 of this Agreement and shall reflect a 2% cost of living increase. Vertical step increases will be implemented in the 2019-2020 school year.
- L34-15-2 Compensation for extra-curricular activities for the 2020-2021 school year shall be in accordance with Appendix B-1 and B-3 of this Agreement and shall reflect a 2% cost of living increase. Vertical step increases will be implemented in the 2020-2021 school year.
- L34-15-3 No change in the compensation for extracurricular activities as listed in Appendix B or additions to the existing schedule will be made without the mutual consent of the parties.
- L34-15-4 When an assistant high school coach in a specific sport becomes head high school coach in that same sport, or when a junior high school head or assistant coach becomes a high school head or assistant coach in that same sport, he/she will be given one year's credit on the extra duty salary schedule for each one year of in-district or out-of-district experience as assistant or head.

L34-15-5 Whenever possible, the head coach will be consulted prior to hiring a new assistant coach in that sport.

L34-16 Retiree Performance Contracts

Teachers who retire from the District will be eligible for performance contracts to perform duties as substitute teachers, teach in the staff development academy, and/or perform as an instructional consultant. Staff who wish to be considered in the aforementioned capacities shall inform the Chief of Staff in writing at the same time when notice is given for retirement. The willingness to substitute teach shall be accompanied by the number of days that the person is available (either consecutive or throughout the ensuing school year). Those who desire consideration as a staff academy instructor or instructional consultant shall designate the area of expertise. The Chief of Staff will arrange a performance contract for those accepted.

## **ARTICLE L35 – Insurance**

### **L35-1 Hospital and Medical Insurance**

L35-1-1 Effective January 1, 2019, the District will pay full individual premium cost of the current hospital and medical insurance program for each teacher up to a maximum of \$577.87 per month. The District will offer a Section 125 type plan.

L35-1-2 Effective January 1, 2019, if an employee and spouse are both employed by the District, the District will pay a maximum of \$1,155.74 per month per couple toward family coverage.

L35-1-3 Effective January 1, 2020, the District will pay full individual premium cost of the current hospital and medical insurance program for each teacher up to a maximum of \$577.87 per month. The District will offer a Section 125 plan.

L35-1-4 Effective January 1, 2020, if an employee and spouse are both employed by the District, the District will pay a maximum of \$1,155.74 per month per couple toward family coverage.

### **L35-2 Life Insurance**

L35-2-1 The District will pay the full cost of the mandatory life and disability program. The mandatory life insurance shall provide \$1,000 coverage for each \$1,000 of each teacher's salary. The amount of coverage shall be rounded to the nearest \$1,000.

### **L35-3 Dental Insurance**

L35-3-1 Effective January 1, 2019, the District will pay the premium cost for individual coverage in dental insurance plan approved by the District up to a maximum of \$35.86 per month.

L35-3-2 Effective January 1, 2020, the District will pay the premium cost for individual coverage in dental insurance plan approved by the District up to a maximum cost of \$35.86 per month.

### **L35-4 Benefit Changes**

L35-4-1 No changes in the benefit portion of the current insurance program will occur without prior consultation with the District Insurance Committee.

## **ARTICLE L36 – Instructional Advisory Committee**

- L36-1 The Instructional Advisory Committee shall make recommendations to the Superintendent concerning systemic issues that are instructional in nature and impact the student achievement subsequent to actively engaging in a solution-focused collaborative process.
- L36-2 The function of the Committee is advisory. As a result of agenda items discussed, the committee shall make recommendations to the Superintendent of Schools, a Deputy Superintendent, or appropriate Executive Director for their consideration.
- L36-3 The Committee shall be composed of sixteen (16) members, consisting of eight (8) teachers and eight (8) administrators. The Deputy Superintendent of Schools and the President of the Association shall serve as *ex officio* facilitators. Such members shall be effective September 1.
- L36-4 Teacher members of the Committee shall be selected by the Association. The term of teacher members shall be staggered so that approximately fifty percent (50%) of the numbers carry over from one year to the next.
- L36-5 The administrator members of the Committee shall be appointed by the Superintendent.
- L36-6 The Committee shall use a collaborative approach to solve issues and reach a consensus on recommendations. Any operating rules shall be established by the Committee.
- L36-7 Meetings shall be held once monthly September through May on a schedule set by the members of the Committee and the Superintendent. Meeting dates may be changed or additional meetings scheduled when necessary, by mutual agreement.
- L36-8 Items for the agenda are to be written and mailed to the Committee facilitators and the Superintendent for inclusion on the agenda. Minutes will be kept and distributed appropriately. The Committee shall consider only those items that have not been or cannot be resolved through proper administrative channels. Items shall not be included on the agenda if they are in the process of negotiations or in any step on the grievance procedure. The fact that any item is on the agenda or has been considered by the Committee does not mean that it cannot also be proposed for the negotiations package by either the District or the Association. Items may be added to the agenda at any meeting by majority vote of the Committee.
- L36-9 The administration shall respond to the Committee on the status of any recommendation made by the Committee within twenty (20) days or at the next regular scheduled Committee meeting, whichever occurs first.
- L36-10 Agenda items may be submitted by an employee or group of employees provided the item or items meet the qualifications for the agenda as established above.
- L36-11 Inquiries concerning duplication of record lists or the gathering of data where administrative guidance might be needed should be submitted to the appropriate department head in writing, with a copy to the Superintendent. The department head shall within five (5) days respond to the inquiry in writing, either supplying the information or indicating what would be involved in obtaining the information and suggesting a time and procedure.
- L36-12 The Committee may appoint temporary subcommittees for study or other purposes as it deems appropriate.

## **ARTICLE L37 – Term of Agreement/Interim Negotiations**

L37-1 This Agreement shall become effective on July 1, 2019 and remain in effect until June 30, 2021.

L37-1-1 In 2020, the Negotiations shall begin on February 1<sup>st</sup> and include two issues other than salary and insurance from each side, and any other issues which are mutually agreed upon by the parties.

L37-1-2 In 2021, the Negotiations shall begin on January 1<sup>st</sup> and shall include all articles of the contract.

L37-2 (The parties agree this section will not apply when interest based problem solving is utilized). The parties agree that the party requesting the reopening of negotiations in any year must submit all of its proposals prior to January 1 of such year. In the event that the request for reopening negotiations and the proposals are not submitted prior to January 1, the parties shall not be required to negotiate for such calendar year.

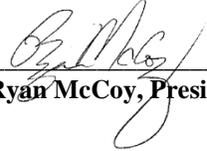
L37-3 The parties recognize that from time to time officials of the Board and the Association meet to discuss common concerns. The parties agree that these discussions will not be regarded as negotiations, as the contract represents the full and complete collective bargaining agreement between parties.

L37-4 Printing of Agreement. The new Agreement will be available on and may be electronically downloaded from the District website. Staff members may download the Agreement and print it at the worksite. A hard copy of the agreement may be available for review at each worksite.

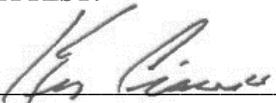
L37-5 Following the expiration of this contract, the parties agree that cancellation of the contract may be made by either party with the effective date of cancellation occurring after ten teacher work days following written notification by one party to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

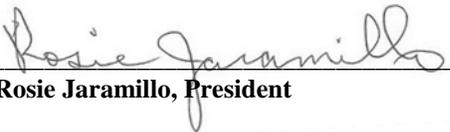
WESTMINSTER PUBLIC SCHOOLS

By  \_\_\_\_\_  
**Ryan McCoy, President**

ATTEST:

 \_\_\_\_\_  
**Ken Ciancio, Secretary**

WESTMINSTER EDUCATION ASSOCIATION

By  \_\_\_\_\_  
**Rosie Jaramillo, President**

ATTEST:

 \_\_\_\_\_  
**Derek Hawkins, Secretary**

**Appendix A-1**  
**Westminster Public Schools**  
**LICENSED TEACHER Salary Schedule 2019-2020**

*\* A Doctorate stipend of \$1,500 will be paid to eligible employees.*

*\*\*A stipend of \$1,000 will be paid to eligible employees who have completed 25 or more years of service.*

	<b>BA+0</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>MA+75</b>	<b>MA+90</b>	<b>DOC</b>
<b>A</b>	50,497	51,377	52,848	55,782	59,304	61,657	64,594	67,530	70,462	77,509	84,556	84,556
<b>B</b>	51,086	52,449	53,433	56,486	59,895	62,244	65,182	68,118	71,344	78,387	85,434	85,434
<b>C</b>	51,674	52,973	54,025	57,195	60,483	62,833	65,768	68,705	72,221	79,267	86,318	86,318
<b>D</b>	52,262	53,503	54,608	57,895	61,067	63,418	66,353	69,290	73,104	80,150	87,199	87,199
<b>E</b>	52,785	54,038	55,194	58,600	61,653	64,007	66,945	69,877	73,985	81,033	88,080	88,080
<b>F</b>		54,578	55,785	59,308	62,241	64,594	67,530	70,466	74,868	81,913	88,958	88,958
<b>G</b>			56,372	60,014	62,828	65,182	68,117	71,053	75,745	82,790	89,839	89,839
<b>H</b>			56,956	60,715	63,413	65,768	68,700	71,640	76,629	83,675	90,719	90,719
<b>I</b>			57,547	61,422	64,002	66,354	69,288	72,228	77,505	84,555	91,599	91,599
<b>J</b>			58,132	62,124	64,589	66,944	69,876	72,814	78,387	85,433	92,479	92,479
<b>K</b>			58,717	63,417	65,177	67,533	70,575	73,401	79,268	86,315	93,357	93,357
<b>L</b>			59,304	64,708	65,767	68,208		74,135	80,152	87,198	94,240	94,240
<b>M</b>				65,355	66,425				80,953	88,080	95,123	95,123
<b>N</b>										88,960	96,075	96,075
<b>O</b>												100,000

**Appendix A-2**  
**Westminster Public Schools**  
**LICENSED TEACHER Salary Schedule 2020-2021**

*\* A Doctorate stipend of \$1,500 will be paid to eligible employees.*

*\*\*A stipend of \$1,000 will be paid to eligible employees who have completed 25 or more years of service.*

	<b>BA+0</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>MA+75</b>	<b>MA+90</b>	<b>DOC</b>
<b>A</b>	52,820	53,741	55,279	58,348	62,032	64,493	67,565	70,637	73,703	81,074	88,446	88,446
<b>B</b>	53,436	54,861	55,891	59,084	62,650	65,108	68,181	71,251	74,626	81,993	89,364	89,364
<b>C</b>	54,051	55,410	56,510	59,826	63,265	65,723	68,793	71,865	75,543	82,914	90,289	90,289
<b>D</b>	54,666	55,964	57,120	60,558	63,877	66,335	69,406	72,478	76,467	83,837	91,210	91,210
<b>E</b>	55,213	56,523	57,733	61,295	64,489	66,951	70,024	73,091	77,389	84,760	92,131	92,131
<b>F</b>	55,765	57,089	58,351	62,036	65,104	67,565	70,637	73,708	78,312	85,681	93,050	93,050
<b>G</b>		57,660	58,965	62,775	65,718	68,181	71,250	74,321	79,229	86,598	93,972	93,972
<b>H</b>			59,576	63,508	66,330	68,793	71,860	74,936	80,154	87,524	94,892	94,892
<b>I</b>			60,194	64,248	66,946	69,407	72,476	75,550	81,070	88,445	95,813	95,813
<b>J</b>			60,806	64,982	67,560	70,023	73,091	76,163	81,993	89,363	96,733	96,733
<b>K</b>			61,418	66,334	68,175	70,639	73,821	76,777	82,915	90,286	97,652	97,652
<b>L</b>			62,032	67,684	68,792	71,345	74,559	77,545	83,839	91,209	98,575	98,575
<b>M</b>			62,652	68,361	69,480	72,058		78,320	84,677	92,131	99,499	99,499
<b>N</b>				69,045	70,175				85,524	93,053	100,494	100,494
<b>O</b>										93,983	101,499	104,600
<b>P</b>										94,923	102,514	105,646
<b>Q</b>												106,702

## Appendix B-1 Extra Duty Schedule 2019-2020 / 2020-2021

A	B	C	D
Head HS Band Head HS Basketball Head HS Choir Head HS Football	Head HS Baseball Head HS Cheerleading Head HS Softball Head HS Volleyball Head HS Wrestling HS Drama MS Athletic Director	Head HS Gymnastic Head HS Soccer Head HS Swimming Head HS Track HS Football Off/Def Coordinators HS Newspapers HS Student Council HS Yearbook	Assistant HS Band Assistant HS Basketball Assistant HS Choir Assistant HS Football Head HS Orchestra Head HS Tennis HS AVID Coordinator
E	F	G	Stipends
Assistant HS Cheerleader Assistant HS Baseball Assistant HS Softball Assistant HS Wrestling Assistant HS Volleyball Head HS Cross Country Head MS Cheerleader HS Golf HS Junior-Class Sponsor HS Speech	Assistant HS Gymnastic Assistant HS Soccer Assistant HS Swimming Assistant HS Track HS Fresh/Soph/Sr Class Sponsors IB Coordinator MS Yearbook	ALL MS Coaches AFJROTC Coordinator Assistant HS Cross Country Assistant HS Orchestra Assistant HS Tennis HS Intramural HS Knowledge Bowl HS Link Coordinator HS National Honor Society HS Strength Coach/per season MS AVID Coordinator MS Band MS Choir MS Orchestra MYP Coordinator	El.Mus. Dir. (10) - \$400 two Perform. minimum El. Mus. Dir. (10) - \$200 ea. extra perf. 4 max HS AVID Ldrshp Team (5) - \$500 each HS Link Ldrshp Team (3) - \$500 each MS AVID Ldrshp Team (5) - \$400 each MS Drama Dir. (3) - \$1,000 two play minimum MS Jr. Honor Society Advisor (3) - \$500 MS WEB Leader (3) - \$500

**Appendix B-2  
Extra Duty Salary Schedule 2019-2020**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>1</b>	3,930	3,144	3,080	2,681	2,493	1,644	1,317
<b>2</b>	4,145	3,381	3,318	2,916	2,730	1,882	1,553
<b>3</b>	4,382	3,618	3,556	3,154	2,946	2,120	1,791
<b>4</b>	4,619	3,855	3,792	3,370	3,161	2,356	2,028
<b>5</b>	4,835	4,070	4,009	3,585	3,377	2,572	2,243
<b>6</b>	5,050	4,286	4,224	3,801	3,592	2,788	2,458
<b>7</b>	5,266	4,501	4,439	4,017	3,807	3,003	2,674
<b>8</b>	5,481	4,718	4,655	4,232	4,023	3,219	2,890
<b>9</b>	5,697	4,933	4,871	4,448	4,238	3,434	3,106
<b>10</b>	5,913	5,148	5,087	4,663	4,454	3,651	3,321

**Appendix B-3  
Extra Duty Salary Schedule 2020-2021**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>1</b>	4,009	3,207	3,142	2,735	2,543	1,677	1,343
<b>2</b>	4,228	3,449	3,384	2,974	2,785	1,920	1,584
<b>3</b>	4,470	3,690	3,627	3,217	3,005	2,162	1,827
<b>4</b>	4,711	3,932	3,868	3,437	3,224	2,403	2,069
<b>5</b>	4,932	4,151	4,089	3,657	3,445	2,623	2,288
<b>6</b>	5,151	4,372	4,308	3,877	3,664	2,844	2,507
<b>7</b>	5,371	4,591	4,528	4,097	3,883	3,063	2,727
<b>8</b>	5,591	4,812	4,748	4,317	4,103	3,283	2,948
<b>9</b>	5,811	5,032	4,968	4,537	4,323	3,503	3,168
<b>10</b>	6,031	5,251	5,189	4,756	4,543	3,724	3,387

## **Appendix C Vocational Schedule 2019-2020 / 2020-2021**

Teachers with a vocational credential who are employed in the vocational education program of the District will be granted placement on the teachers' salary schedule using the following equivalency chart:

$$VC = AB$$

$$VC + 15 = AB + 15$$

$$VC + 30 = AB + 30$$

$$VC + 45 = AB + 45$$

Years of acceptable work experience in excess of that required for the vocational credential shall be compensated at the rate of .014 of the base salary per year for each such year to a maximum of six years. As a part of the six-year maximum allowance, the Chief of Staff will determine if the work experiences and hours correspond to the qualifications stipulated in the job description. Salary payments will not be made where past work experience has been given college credit. When teachers on the vocational schedule earn a bachelor's degree, they shall maintain their position on the vocational schedule.

2,000 on-the-job hours equals one year.

NOTE: VC means Vocational Credential. Quarter hours earned toward an AB Degree need not be classified as graduate hours.