

MASTER AGREEMENT

BETWEEN

LAKE COUNTY SCHOOL DISTRICT R-1

AND

LAKE COUNTY EDUCATION ASSOCIATION

July, 2009

Lake County School District R-1
Lake County, Colorado

Board of Education

Ms. Stephanie Olsen, President
Mr. Keith Moffett, Vice-President
Mr. John Wells, Treasurer
Ms. Deborah McCall, Secretary
Ms. Megan Coffin, Director

Superintendent

Dr. Bette Kokenes

Members of the Negotiating Team

Dr. Bette Kokenes, Superintendent
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Audrey Magill, Lake County Education Association
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Michael Ard, Lake County Education Association
Daniel Rudolf, Lake County Education Association

MASTER AGREEMENT

This agreement is made and entered into by and between LAKE COUNTY SCHOOL DISTRICT R-1, in the county of Lake, State of Colorado, on behalf of said school district, and the LAKE COUNTY EDUCATION ASSOCIATION, on behalf of itself and the teachers of the said school district.

Preamble - Recognition Statement

The District recognizes the Association as the exclusive representative and negotiating agent for all teachers for the duration of this Agreement.

The purpose of this Agreement is to promote collaborative relationships among the faculty, administration and the Board to cultivate student learning. This Agreement provides a structure that ensures mutual respect, value and honor among all parties.

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION	1
ARTICLE 2 – TERM	4
ARTICLE 3 – ASSOCIATION RIGHTS	5
ARTICLE 4 – NEGOTIATION PROCESS	7
ARTICLE 5 – NO STRIKE	9
ARTICLE 6 – EMPLOYMENT	10
ARTICLE 7 – DUTIES OF TEACHERS	17
ARTICLE 8 – TEACHER EVALUATION PROCESS	19
ARTICLE 9 – DISCIPLINE	23
ARTICLE 10 – LEAVES	24
ARTICLE 11 – CONCERNS/COMPLAINTS/GRIEVANCE PROCESS	30
ARTICLE 12 – GENERAL PROVISIONS	32
SIGNATURE PAGE	34
APPENDIX A – 20008-2009 SALARY SCHEDULE	
APPENDIX B – EVALUATION FORM	
APPENDIX C – TRANSFER FORM	
APPENDIX D – GRIEVANCE FORM	

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. As used in this Agreement, the following words shall have the following meanings, unless the context clearly requires otherwise:

AGREEMENT shall mean this Agreement.

ASSIGNMENT shall mean the position the District has assigned to the teacher.

ASSOCIATION shall mean the Lake County Education Association.

BOARD shall mean the Board of Education of Lake County School District R-1, Lake County, in the State of Colorado.

COLORADO OPEN RECORDS ACT shall mean Part 2 of Article 72 of Title 24, C.R.S., as amended from time to time throughout the term of this Agreement.

COMPLAINT shall mean a verbal allegation by a teacher covered by this Agreement, a group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

TEMPORARY or GRANT BASED TEACHER shall mean a teacher under contract for a specific assignment or grant program (excluding Title I).

CONTRACT WORKDAY shall mean the 179 days of 8.0 hours for which the teacher is employed

CONTRACT YEAR shall mean the period of time covered by a teacher's written employment year.

DAY shall mean a calendar (not a working) day.

DISTRICT shall mean the Lake County School District R-1 in the State of Colorado.

ENDORSEMENT shall mean a designation of the teaching certificate. A teacher is usually endorsed for secondary, elementary, or subject matter area. Example: English endorsement, secondary, P.E., K-12, and elementary education.

FACT-FINDING shall mean a voluntary process in which a neutral third party considers the respective positions of the District and the Association, makes findings of fact, and recommends terms of settlement.

FMLA shall mean the federal Family and Medical Leave Act.

GRIEVANCE shall mean a written allegation by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement or an applicable personnel policy of the District.

GRIEVANT shall mean the teacher who has filed a grievance, the group of teachers who has filed a grievance, or the Association if it has filed a class grievance.

HALF TIME TEACHER shall mean a teacher who works a minimum of 50% of an assignment.

IMMEDIATE FAMILY MEMBER shall include a teacher's spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and domestic partner.

LONGEVITY shall mean the total amount of time that a teacher has been under contract to the District, taking the following into consideration the following:

- a. People who worked under a professional contract, left, and returned on a professional contact at a later time.
- b. Any paid leave will count as full-time employment.
- c. The date of the first day of work.
- d. People who worked the majority of a semester will be credited for the semester.
- e. Any certificated K-12 position in the District will count towards longevity.

MEDIATION shall mean a voluntary process in which a neutral third-party assists the District and the Association in attempting to reach an agreement on outstanding bargaining issues.

MEMBER shall mean a member of the Association.

PERA shall mean the Public Employees Retirement Association.

PART TIME TEACHER shall mean a teacher who normally works less than 50% of a full assignment per day.

PRINCIPAL/SUPERVISOR shall mean a person who has the responsibility to direct a teacher's activities and/or to evaluate the teacher's performance.

PROBATIONARY TEACHER shall mean a teacher who has not completed three full years of continuous employment with the District and who has not been reemployed for the fourth year as provided under the provisions of the Teacher Employment, Compensation and Dismissal Act of 1990 (Article 63 of Title 22, C.R.S.), as amended from time to time throughout the term of this Agreement.

QUALIFICATION shall mean the minimum number of hours that a teacher must have in a specific area to teach a course according to applicable Colorado law.

SENIORITY shall mean the first day a teacher worked under the teacher's first contract with the District. In the event two or more teachers have the same seniority date, the date their original contracts were signed shall govern.

SICK LEAVE BANK COMMITTEE (OR COMMITTEE) shall mean the Sick Leave Bank Committee created pursuant to Section 10.2 of this Agreement.

SUPERINTENDENT shall mean the Superintendent of Lake County School District R-1, or such person's designee.

TEACHER shall mean all non-administrative, K-12 certificated personnel employed by the District in an instructional position or serving as a professional specialist (e.g., counselors, media specialists, and speech therapists), not including support staff and substitute teachers. Unless the context clearly requires otherwise, the term teacher includes full-time teachers, as well as Half Time Teachers and Part Time Teachers.

TEACHER WORKDAY shall mean a day designed for teachers to perform school duties unencumbered by teacher-student contact and building and District meetings.

YEAR shall mean a single school year.

1.2 Pronouns. Wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

1.3 Will; Shall; and May. The words "will" and "shall" shall be interpreted as being mandatory. The word "may" shall be interpreted as being permissive.

1.4 Common and Technical Usage. Words and phrases not defined in this Agreement shall be read in context and construed according to the rules of grammar and common usage. Words and phrases not defined in this Agreement that have acquired a technical or particular meaning shall be construed accordingly.

1.5 Computation of Time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 2 – TERM

The provisions of this Agreement, including all appendices, shall be effective for a term commencing July 1, 2009 and ending June 30, 2010; provided, however, that this Agreement shall automatically be renewed for successive terms of one year each unless and until the Board or the Association provides written notice of intent to negotiate a successor Agreement or to terminate this Agreement to the other party by April 1 of the year in which the party desires to negotiate a successor Agreement or terminate the Agreement (beginning in 2005). Upon service of the notice of intent on the other party, the parties shall meet within ten working days and shall negotiate in good faith for the purpose of attempting to reach agreement regarding the continuation of this Agreement or a successor Agreement. If the parties fail to reach agreement on a successor Agreement, and absent an agreement to extend the terms of this Agreement, this Agreement shall expire on the next succeeding June 30th following the notice of intent to terminate.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Right to Join Association; No Retaliation or Discrimination. The District hereby agrees that every teacher shall have the right to freely join and support the Association for the purpose of engaging in professional bargaining or negotiations and other lawful activities. The District agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the exercising of any rights to join the Association; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the teacher's: (i) membership in a professional organization; (ii) participation in any activities of a professional organization; (iii) participation in collective professional negotiations with the District; or (iv) institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

3.2 Association Dues.

A. Association dues deduction shall be available through payroll deduction.

B. Any member of the Association may revoke the member's dues deduction authorization at any time between September 1 and October 10 of any year. Dues deduction will continue to be automatic unless revoked by the member.

3.3 Use of School Facilities.

A. The Association and its members shall have the right to use school kitchen facilities, audio visual equipment, physical education equipment, and school buildings for Association business at all reasonable times without cost. School vehicles may be rented from the District for Association business at a cost established from time to time by the District. Telephone calls and other expendable items, such as paper, will be paid for by the Association at the District's actual cost.

B. The Association shall have the right to deliver and receive materials through the inter-school delivery service. The Association shall have the right to place notices and other materials directly related to the Association's business on a designated school bulletin board mutually agreed upon by the building representative and the building principal. The Association shall have access to communicate through teachers' mailboxes and e-mail.

C. Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property as long as it does not interfere with normal classroom procedures or other related District business.

3.4 Association Leave.

A. The Association shall receive twenty seven leave days each year to be used for Association business including, but not limited to, Association meetings, professional

development through the Association, and meetings with the Superintendent. The Association board will determine the use of the Association leave days.

3.5 Rights Exclusively for Association. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

ARTICLE 4 - NEGOTIATION PROCESS

4.1 Negotiation Process. Negotiations related to this Agreement, or future collective bargaining agreements between the District and the Association, shall be conducted by a team comprised of up to five teachers and five administrators. Such negotiations will be limited to two half school days. These days shall not be included in the twenty seven Association leave days described in Section 3.4(A). The District and the Association will split the cost of substitutes. If negotiations need to continue beyond the two half days, they will proceed during evening hours.

4.2 Future Negotiations. Negotiations concerning an extension of this Agreement, or other future collective bargaining agreements between the District and the Association, shall begin by the second week in January with five openers, excluding salaries and benefits, and conclude no later than March 1, unless there is an impasse or agreement to continue. Parties may reopen salary negotiations by mutual consent.

4.3 Bargaining Process/Impasse. The following procedures shall be available to the parties to attempt to resolve any impasse which may be reached in the bargaining process:

A. Mediation.

1. During the course of negotiations, either party or both parties may jointly request mediation services from the Federal Mediation and Conciliation Services, or other mediator mutually agreeable to the parties, to assist the parties in attempting to reach an accord.

2. The mediator shall meet with the parties within ten working days of the request. The mediator shall establish the mediation schedule and the ground rules.

3. The cost of mediation, if any, shall be shared equally by the parties.

B. Fact-Finding.

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

2. The fact-finder shall meet with the parties within ten working days of the request and consider their respective positions. The fact-finder may make additional inquiries and investigations, hold hearings, and take such steps as are deemed appropriate by the parties.

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

4. After the fact-finding report is received, the District and the Association shall give the report due consideration; provided, however, that the final decision with respect to the matter which was the subject of the fact-finding shall remain in the discretion of the District.

5. The cost of fact-finding, if any, shall be shared equally by the parties.

ARTICLE 5 – NO STRIKE

It is agreed by the Association that during the term of this Agreement there will be no strike, picketing, picket line observance, work slowdown, or other concerted work-related activity by members of the Association, including, without limitation, any activity which impairs the classroom performance of the members of the Association. The parties acknowledge that the provisions of this Article are essential for the protection of the District, and that any breach of this Article would cause immediate and irreparable damage to District.

ARTICLE 6 - EMPLOYMENT

6.1 Nothing in this section shall be construed to limit or impair the right of the District to exercise its own discretion in determining whom to employ.

6.2 Salary and Benefits. The parties agree that the salary and benefit package provided by the District may be subject to annual negotiations, provided the party desiring to change the package furnishes written notice to the other party no later than March 15 of the year in which the change is desired. The salary schedule for 2009-2010 is attached hereto as Appendix A. In the event the parties are unable to reach agreement on a new salary schedule and benefit package on or before June 30 of the year in question, the District may, consistent with Colorado law, impose a new schedule and benefit package for the following year.

6.3 Personnel File.

A. A personnel file for each teacher shall be accurately maintained in the District administrative office. Personnel records shall include home addresses and telephone numbers, financial information, and other information maintained because of the employer-employee relationship.

B. A teacher's personnel file shall be considered confidential unless the Colorado Open Records Act provides otherwise. A teacher's personnel file shall not be open for public inspection, except as provided in the Colorado Open Records Act. The Superintendent shall take the necessary steps to safeguard against unauthorized disclosure of all confidential material.

C. No material critical of a teacher's conduct, service, character, or personality shall be placed in a teacher's personnel file unless the teacher has been given the opportunity to review such material and initial it. The parties understand and agree that the signature merely means that the teacher has read such material and not that the teacher necessarily agrees with the statements contained in such materials. The teacher shall have the right to file a written reply to such materials with the Superintendent within ten days of the date on which the teacher was given the opportunity to review such material. Such reply shall be attached to the material to which it pertains. If a teacher refuses to initial, the administrator will document, initial and place in the teacher's personnel file. No anonymous complaints about the teacher shall be placed in a teacher's personnel file or in the teacher's personal building file

D. Each teacher shall have the right, upon request, to review the contents of the teacher's personnel file, and bring an Association representative to review such file if they choose. This right shall not apply to references and recommendations provided to the District on a confidential basis by universities, colleges or persons not connected with the District.

E. Each teacher shall have the right to petition the Superintendent to remove any document from the teacher's personnel file.

F. A personnel file is the property of the District, and cannot be altered, rearranged or removed from the District's offices without the District's consent.

G. The evaluation report of certificated personnel, with the exception of the Superintendent, and all records used in preparing the evaluation report, shall be confidential and available only to: (i) the evaluatee; (ii) the administrator(s) who supervise the teacher's work; (iii) a hearing officer conducting a dismissal hearing; or (iv) a court reviewing a dismissal decision.

H. A list of teacher's addresses shall not be released for general public use.

I. Personnel records shall be available upon request to members of the Board in accordance with Section 22-32-103(2), C.R.S.

6.4 Transfers, Vacancies and In-Building Reassignments

A. In-Building reassignments may be initiated either by the building administrator or staff member. The building principal involved shall have the authority to make final decisions in all transfers, assignments and reassignments.

B. All teacher vacancies will be advertised by the Human Resources Director. Vacancies will be posted in a designated area in each building, in the administration office, and on the District's e-mail for five workdays prior to posting outside the District.

C. Hiring committees will be utilized, when possible, for teaching vacancies. The committee will be voluntary and formed by the building principal. The committee will make a recommendation to the building principal.

D. The assignment of instructional staff members and their transfer to positions in the various schools and departments of the District shall be recommended by the Superintendent.

E. The following criteria shall serve as guidelines to consider transfer into a vacant position:

1. Qualifications, skills and abilities that align with and match the job description compared to those of other candidates, both for position to be vacated and for position to be filled.
2. Recommendation and/or approval of the principal(s) involved.
3. Opportunity for the staff member's professional growth.
4. Wishes of staff member regarding assignment or transfer.
5. Input from colleagues who will work with the employee.

6. When there is more than one applicant for a position and all of the above criteria area essentially equal, priority shall be given to the applicant with the most seniority as a non temporary teacher in the District.

F. Temporary or Grant Based Teachers

1. A temporary or grant based teacher may not apply for a transfer into a position during the term of their contract. However, they may apply as an outside candidate.

2. At termination of the contract or grant period, temporary or grant based teacher may be considered for a transfer under the above provisions.

3. Teachers on a temporary contract or grant are not guaranteed employment with the district upon termination of their contract or grant.

6.5 Request For Transfer.

A. An applicant for transfer must submit an official transfer request form to Human Resources. Interest in a transfer may be submitted prior to postings. Transfer requests must be submitted each school year.

B. Endorsement will be the main consideration when a teacher is moved to another assignment

C. All qualified District teachers who apply for a transfer will be granted an interview. Interviews for in-district transfers will occur as soon as possible after the 5-day posting and will be scheduled prior to other interviews for the position. After his or her interview, the transfer candidate will be notified of his or her status in the hiring process by the building administrator. In the event of a hiring within 2 weeks prior to the first contract day of each year, interviews for in-district transfers and outside candidates may occur simultaneously.

D. An employee making a request for transfer whose request is denied has the option to schedule a meeting with the building administrator to discuss the reason(s) for denial.

E. Nothing in this Section shall be construed to limit or impair the right of the District to exercise its own discretion in determining whom to employ.

6.6 Involuntary Transfer.

A. Reassignments from one building to another, or within a building, may be made by the District.

B. The assignment of a teacher to a specific building will not imply permanent assignment to that building.

6.7 Reduction in Force and Reassignments

A. Consistent with the procedures below, the Superintendent may cancel an employment contract with any teacher without penalty to the District when the Board determines that there has been a justifiable decrease in the number of teaching positions within a particular assignment, endorsement or qualification area. Justifiable decreases in teaching positions will be determined by enrollment of students, present or projected, the student/teacher ratio, and the ratio needed in each area and level. Funding will be another consideration as presented to the Board by the administration.

B. The Superintendent shall establish the actual number of licensed staff to be reduced consistent with the Board's authority to establish educational programs within the District. The Superintendent shall determine the specific positions to be affected.

C. When a justifiable reduction in the number of teaching positions within a particular assignment, endorsement or qualification area occurs, normal attrition, retirement and resignations shall be considered prior to any teacher reductions.

D. When cancellation of a teaching position occurs within any particular endorsement area, the contracts of first-year probationary teachers who are occupying such positions shall be canceled first.

E. If further reductions are necessary, cancellation of contracts of second and third year probationary teachers shall be considered as a group. In accordance with state law, this provision shall not create any express or implied property right or contract right for second- and third-year probationary teachers. Non-probationary teachers will have a statement placed in their file stating that the contract was terminated because of a reduction in force, and not failure to perform.

F. Recommendations for specific reduction in force shall be made by the Superintendent. Factors listed in order of priority shall be:

1. Endorsement, assignment or qualification areas (this shall be District-wide);
2. Longevity within the District¹; and
3. Recommendation of current immediate supervisor

G. If, after considering these factors, two or more teachers are equally qualified for a particular position which is to be retained, each teacher shall be interviewed by the Superintendent and the administrator who will supervise the position and a

¹ Longevity list will be posted, corrected, updated, and used to make longevity decisions. Every time a longevity list is updated, the updated list will go to each school and the most recent one will be used at the time of a reduction in force decision. The official longevity list will be posted in the Superintendent's office by May 1 each year.

recommendation shall be made to the Board on the basis of the considered professional judgment of the Superintendent and immediate supervisor.

H. Non-probationary teachers whose contracts are to be canceled under this Section, and probationary teachers whose contracts are to be canceled during instead of at the end of a school year, shall be given notice in writing at least thirty days in advance of such action. Such notice shall be served upon the teacher personally or by certified or registered mail.

I. Every teacher whose contract is to be canceled under this Section shall be granted the opportunity for a hearing before the Board to determine whether there is sufficient reason or reasons for the cancellation of their contract. If such a hearing is desired, the teacher must request it in writing and file the request with the president or secretary of the Board or Superintendent within ten days of receiving notice of cancellation of the contract. The failure of a teacher to request the hearing within such period shall be considered a waiver of the teacher's right to the hearing.

J. At the hearing, a teacher may be represented by an attorney or other representative of their choice at their expense.

K. The last to leave will be the first to be recalled in the endorsement area of the position needed. That means the last teacher who is "rified" from an elementary assignment who has an elementary endorsement will be recalled first when there is an opening in elementary. If a person who has multiple endorsements is "rified" from a subject matter area after the person "rified" in elementary, the subject matter teacher would be the first to be recalled for the elementary position if one of the endorsements is elementary, even though this person had previously taught in another endorsement area. If there are several people on the recall list who have the same longevity and endorsement, each person will go through the interview process for the selection. Two of the main additional considerations will be number of endorsements and the amount of course work in the assigned area. Recall will take place for one year after a reduction in force. If a teacher is recalled to the District, and this teacher is under contract to another school district, the teacher will be able to accept the position effective the beginning of the next school year and a substitute will fill that spot until that time.

L. A teacher shall be recalled to work in the following manner:

1. The last teacher involved in a reduction in force will be the first to be recalled according to endorsement, assignment or qualification area.

2. Any teacher recalled will have ten days to respond in writing to the Board or Superintendent and indicate whether the teacher accepts the position. The failure of the teacher to timely indicate an acceptance of the position shall be deemed to be a rejection of the position.

3. Recall will take place for up to one year from the final contract date after a reduction in force.

4. Any person recalled to the District shall come back with the status they had prior to leaving, including non-probationary positions on the salary plan, sick leave days accumulated prior to the reduction in force and any other benefits that are available.

M. The recommendation of immediate supervisor will be used whenever two or more people have the same endorsement and longevity. Two factors of equal weight in making this consideration will be the amount of course work in the assigned areas and the number of additional endorsements.

6.8 Resignation of Instructional Staff.

A. In accordance with Section 22-63-202(2)(a), C.R.S., a teacher may cancel a contract prior to the beginning of an academic year by giving the Board written notice thirty days prior to the beginning of the contract year or, during an academic year, a teacher may request to be relieved of the teacher's contract for the remainder of the contract year as of a certain date by giving the Board at least thirty days' written notice. A teacher's contract may also be terminated at any time by mutual agreement of the teacher and the Board.

B. A teacher who fails to honor a contract, except in accordance with Section 22-63-202(2)(a), C.R.S., shall be held responsible for the ordinary and necessary expenses incurred by the Board in securing the services of a suitable replacement teacher, not to exceed 1/12th of the teacher's annual salary specified in the teacher's employment contract. In addition, the teacher's or administrator's certificate/license may be suspended as provided by law.

C. A teacher who resigns during the term of the teacher's contract shall be paid the prorated amount of the teacher's annual salary for each day he has been on duty.

6.9 Incentive Retirement

The Board has determined that it may be financially advantageous to the District and a significant benefit to teachers to offer a incentive retirement program, as follows:

A. Eligibility requirements.

1. The teacher must be actively employed by the District on full assignment during the calendar year of electing early retirement. Full assignment is defined in each specific job and may be verified through the human resource department.

2. The teacher must have a minimum of twenty years of full assignments in the District, the last ten years of which must be uninterrupted service to the District. Leaves approved by the Board are not an interruption of service.

B. Incentive Retirement Bonus.

1. A teacher who has a letter of resignation on file by February 1 and meets all the requirements for participation in the early retirement plan shall be entitled to a

severance bonus equal to one year's annual salary, based on the teacher's final contract with the District.

2. The severance bonus shall be paid by the District to the teacher in sixty equal monthly installments, without interest, commencing in September following the date of retirement.

C. General Conditions of Incentive Retirement.

1. Participation in the incentive retirement plan shall become effective only upon approval by the Superintendent and the Board's acceptance of the teacher's resignation.

2. Notice of intent to retire and to participate in the incentive retirement incentive plan must be filed in writing with the Superintendent on or before February 1 in order to qualify. Applications will be given priority by date and time received. For good cause, the Superintendent may waive this requirement and permit the filing of a notice of intent to retire and participate in the incentive retirement plan later than February 1.

3. The district will allow up to three teachers per year for this benefit.

4. If an applicant qualifies and applies for the incentive retirement but is denied because the amount of requests exceeds availability, then that person may rescind their retirement, and may request that their name be placed on a waiting list for the next year. In this case, the person on the waiting list will be given first priority in the following year.

5. Approved requests for incentive retirement shall be irrevocable as of the effective date of the teacher's resignation. A teacher participating in the incentive retirement program waives all potential continued employment by the District; however, for good cause the Superintendent may waive this requirement and permit continued employment by the District.

6. This Section shall not be applicable to any teacher whose employment with the District is terminated for cause.

7. No payment of benefits shall be made by the District in the event of the death of an active teacher prior to applying for incentive early retirement.

8. Any changes in the benefits provided by this Section shall not apply retroactively to individuals already receiving incentive retirement benefits from the District, unless otherwise specifically provided for in a subsequent amendment to this Section.

9. In the event of a teacher's death prior to having received full payment of the incentive retirement severance bonus described in this Section, the retired teacher's designated beneficiary, or the teacher's estate, will receive 100 percent of the remaining benefit. Any remaining payments shall be made in accordance with this Section.

10. Incentive retirement benefits shall be based only upon a teacher's salary listed or computed from the salary schedule or the contracted annual rate at the time of early retirement, and shall not include pay for extra performance, overtime, activities, special assignment pay, stipend payment, PERA benefits, etc., or any other teacher benefits.

11. Payment of all applicable taxes shall be the employee's responsibility.

12. Years of service shall be calculated as school years during which the employee was employed on a full assignment in a continuous basis.

13. PERA benefits will not apply to early retirement.

14. By December 31st of each year, the district will determine the number of allowed incentive retirements for that academic year.

ARTICLE 7 - DUTIES OF TEACHERS

7.1 Number of Working Days.

A. Certified staff will be contracted for 179 days, which shall include 170 student contact days. Teachers newly hired by the District will be required to work one additional day prior to the beginning of the contract year, which will be compensated at a per diem rate.

7.2 Hours.

A. A contract workday will consist of 8.0 hours. A workweek will be Monday through Friday.

B. Certified staff will be allowed a minimum of thirty continuous minutes per day for a duty-free lunch.

C. For teachers who work in more than one building and must consequently travel during the work day, a minimum of 15 minutes travel time to and from schools is allotted starting at the end of one class period and the beginning of the next class period. Travel time will not infringe on the teacher's lunchtime or planning time. Building administrators will be responsible to accommodate for emergencies and special schedules.

7.3 Planning Time.

A. Elementary teachers in grades K-4 will be given 225 minutes within the week (an average of forty five minutes per day), duty-free, for planning preparation during the student school day, in addition to a minimum of 225 non-instructional minutes per week (an average of forty five minutes per day), which may include duties.

B. Elementary teachers in grades 5-6 and all secondary teachers shall be given one (or the equivalent of one) instructional period per day, duty-free, for planning preparation during the student school day, in addition to a minimum of forty five non-instructional minutes per day, which may include duties.

C. If a week consists of less than five days, the total hours will be prorated to equal ninety minutes per day.

D. Planning time is part of the workday. Teachers should remain in the building for responsibilities such as planning, meetings, student concerns and emergencies. If needed, teachers may leave the building as long as they sign out and notify an office staff member.

7.4 Other Teacher Duties.

A. Duties of Employment. Activities conducted beyond the standard workday which are directly related to a teacher's subject area or general school duties involving

faculty participation in support of the educational program are considered a part of the standard teaching assignment at no extra compensation. For example: individual conferences, faculty meetings, department or committee meetings, club and class advisorships/sponsorships, open houses, back-to-school night, and meetings with parents. Faculty meetings will be limited to a total of two hours per month. Under emergency situations determined by the Superintendent, the District or a school may require extended hours of teachers without compensation.

B. Extra Duties. Extra duties are paid at the posted amount on sign-up sheets. There will be equal opportunity to sign up, but performance of extra duties will not be required. The building principal will make the final decision.

7.5 Staff Development.

A. Required District staff development, beyond the 179 day contract, will be limited to a maximum of two days per school year and paid at a per diem rate.

B. Other non-required staff development (outside of the 179 days) may be compensated. The rate, if any, will depend upon available resources (such as limitations in funding from grants).

7.6 Full day Teacher Workday. Full day Teacher Workdays shall consist of 7.33 hours including a 1 hour lunch break. For Inservice/Teacher Workdays, the teacher shall be allowed 1 hour for lunch. The remainder of the day shall be split between Inservice and Teacher Workday with 50% being allotted for each.

7.7 Other Duties. Other duties performed by a teacher outside of the workday which are not mandatory (including, without limitation, after school detention, *homecoming float building supervision*), will be paid at a rate of \$18/hour (*excluding Student Council Advisors*). Interested staff will be given equitable opportunity to sign up. The building principal will make final decision.

7.8 Teacher compensation for covering another's class (either in part or in full) will be paid \$18.00 per hour. If a teacher covers a portion of a class, they will be paid proportionately.

ARTICLE 8 - TEACHER EVALUATION PROCESS

8.1 Responsibility for Evaluation. The administrator will be responsible for the evaluation. In cases of split assignments, one administrator will perform the evaluation. In the event of special circumstances, the teacher may appeal to the Superintendent to complete the evaluation. The teacher evaluation process for the District will be divided into two types: probationary and non-probationary.

8.2 Multiple Measures. Multiple measures of student performance shall be included as part of classroom instruction and the evaluation process. Multiple measures include, but are not limited to, teacher observation, teacher daily records, student performance, tasks on assessments for various content areas, student portfolios, and other indicators utilized by the District or individual teacher for instruction purposes.

8.3 Completion of Evaluation Summaries. Evaluation summaries will be completed within one school year.

8.4 Evaluation of Probationary Teachers.

- A. All probationary teachers will complete two formal evaluations each school year.
- B. A pre-conference between the teacher and the administrator will be held to explain the evaluation process, to review annual goals, to define District wide criteria to be observed, and to set an agreed upon time for visitation. (see Appendix “B” for criteria)
- C. The observations will be a minimum of a classroom period with at least two classroom visitations during the school year. The first semester evaluation will be prior to December 1 and the second prior to May 1.
- D. A post-conference between the administrator and the teacher will be held within ten days after each formal visitation. The purpose of such conference will be to discuss strengths and weaknesses, design strategies for improvement and, if necessary, set a time for additional observations.
- E. A written summative appraisal document will be shared by the administrator during the post-observation conference. The summative evaluation document will:
 - 1. Be specific as to the strengths and weakness in the performance of the individual being appraised.
 - 2. Identify when the observation was made and will include all informal observations previously discussed with the teacher.
 - 3. Contain written strategies for improvement, where necessary, which shall be specific as to what improvements are needed in the performance of the teacher. The improvement strategies should include, without limitation: (i) objectives to be met; (ii)

processes to assist improvement; (iii) reasonable timeline; (iv) arrangements for monitoring progress; and (v) provisions to determine whether objectives were achieved.

F. At the post-observation conference both the administrator and the teacher will receive a copy of the signed evaluation form. One evaluation document will be received prior to the end of December and the final document by May 1. The signatures on the report shall not be construed to indicate agreement with the information contained therein.

G. The teacher will have the opportunity to respond in writing to the evaluation document and comments may be attached within ten working days of receiving the document.

H. Written notice of non renewal will be given to the probationary teacher by the Board by June 1 in accordance with the requirements of Section 22-63-203, C.R.S.

8.5 Evaluation of Non-probationary Teachers.

A. All non-probationary teachers will submit their goals yearly and will be observed during the school year.

B. A formal evaluation will be conducted every two years. At a minimum, the formal evaluation will contain the following:

1. A pre-conference between the administrator and the teacher to review the teacher's goals.
2. The observation time will be established for at least one class period prior to May 1.
3. Within ten working days, a post-observation conference will be held between the administrator and the teacher.

C. A written summative document prepared by the administrator will be shared at the post observation conference. The document will:

1. Specifically identify when a direct observation was made.
2. Summarize the collected data.

D. At the post observation conference, both parties will receive and sign a copy of the District evaluation form. The signature on the report shall not be construed to indicate agreement with the information contained therein.

E. The teacher will have the opportunity to respond in writing to the evaluation document and may attach comments within ten working days of receiving the document.

F. Non-probationary appraisals shall be completed by May 1.

G. For non-probationary teachers who are not on cycle, an evaluation may be necessary if an administrator has concerns about the teacher's performance through direct observations. If concerns exist, a conference will be held with the teacher. The teacher may have representation at the conference. At the conference, the administrator will discuss concerns and may determine to place the teacher on an evaluation cycle.

8.6 Remediation Plan.

A. If a probationary or non-probationary teacher is judged to be unacceptable in any one of the ten performance criteria from the evaluation document, the teacher may be placed on a remediation plan.

B. The administrator will hold a conference with the teacher within five working days following written notification of movement from the standard evaluation process to a remediation plan. At the conference the teacher and administrator shall:

1. Review the specific performance concerns.
2. Identify, in writing, the objectives for improvement.
3. Identify, in writing, the resources available to implement the objectives.
4. Develop, in writing, a timeline for completing the objectives.
5. Develop, in writing, the criteria by which the attainment of the objectives will be measured.

C. A written summative evaluation document will be prepared by the administrator at the end of the remediation timeline that will:

1. Be specific as to the strengths and weaknesses in the performance of the teacher being evaluated;
2. Specifically identify when a direct observation was made including all informal observations;
3. Identify all data sources;
4. Include a remediation plan, if still needed, that is specific about continued areas of concern; and
5. Include a statement by the evaluator, in writing, specifying whether the teacher has corrected the identified performance problems or not, and a recommendation to either return the teacher to the standard evaluation process or to proceed to appropriate action.

D. At the summative evaluation conference after remediation, the teacher will be allowed to have a representative (not including legal counsel) present at that conference and any other conference until the culmination of the remediation plan. Both the administrator and the teacher shall sign the report, and each shall receive a copy. The signature of any person on the report shall not be construed to indicate agreement with the information contained therein. The teacher shall have the right to consult with legal counsel concerning the results of the summative evaluation conference, or any other conference until the culmination of the remediation plan.

E. The teacher may attach any written comments or pertinent data which will become part of the document to the evaluation report before it is reviewed by the Superintendent.

F. Each report shall be reviewed and signed by the Superintendent. The Superintendent shall approve any final recommendations in the remediation evaluation.

G. If agreement on any or all of the above items in this section cannot be reached, the teacher may appeal to the Superintendent. The Superintendent will act upon the appeal in an expedient manner. Decisions by the Superintendent will be final.

8.7 Other Provisions of the Teacher Evaluation Process.

A. No evaluation data shall be gathered by electronic devices without the consent of the teacher.

B. The teacher may appeal the evaluation by submitting a request for review to the Superintendent within twenty working days after the teacher has received the evaluation report. The Superintendent shall review the appeal, and make a final ruling within ten working days after receipt of the teacher's request for review.

C. Non-probationary members of the bargaining unit having more than three years of fulltime continuous service in the District shall not be dismissed, except in accordance with Part 3 of Article 63 of Title 22, C.R.S. (pertaining to the statutory procedures for the dismissal of a non-probationary teacher).

D. The administrator shall maintain a cumulative file of all pertinent data relating to each teacher's evaluation report. This file shall be available for the teacher's review and shall include any written comments signed and submitted by the teacher. A copy of any item requested will be available to the teacher.

ARTICLE 9 - DISCIPLINE

- 9.1 **Just Cause Requirement.** No teacher will be disciplined without just cause.
- 9.2 **Conferences To Be Prearranged.** When possible, a conference with teacher which could involve the imposition of discipline against the teacher will be prearranged.
- 9.3 **Representation During Conferences.** If a teacher believes that representation is required during a conference which may involve the imposition of discipline, the conference will be adjourned for a reasonable period of time, not to exceed three working days, so that entitled representation may be secured.
- 9.4 **Complaints.** In the event a complaint is made against a teacher related to the teacher's performance or the teacher's teaching materials, the teacher will be informed of such complaints and be given the opportunity to respond before any action is taken.

ARTICLE 10 - LEAVES

10.1 Sick Leave.

A Each teacher shall earn nine days sick leave each year. Such leave shall be accrued by the teacher on the first day of the year. Half time teachers will receive 4.5 days sick leave per year. Part-time teachers are not eligible for sick leave.

B Unused sick leave days shall accrue from year to year during a teacher's employment up to a maximum of ninety days.

1. Accrued sick days, over 90, may be "cashed in" at the end of each fiscal year (June) and paid at the substitute rate. For retiring teachers, 10.1.F will apply.

C. Sick leave is provided for the teacher's use under the following conditions:

1. For an appointment with a doctor, dentist or other health care specialist concerning an illness.
2. For the illness of the teacher's immediate family.

D. Verification of illness may be required.

E. If a teacher terminating employment before the end of the year has exhausted all accumulated sick leave (which is not covered by the sick leave bank), any excess sick days taken by the teacher shall be deducted from the teacher's final settlement check at the teacher's daily rate.

F. No teacher shall receive pay for accumulated unused sick leave at the time of termination of employment, except for retiring teachers who shall be paid \$20 per unused sick day.

G. Teachers shall notify the substitute coordinator or supervisor so that arrangements can be made for substitutes or other necessary personnel.

10.2 Sick Leave Bank.

A. A sick leave bank shall be established, based upon personal sick leave days contributed by teachers to the bank, to provide a source of leave beyond an individual teacher's accumulated sick leave for teachers whose illness(es) cause them to exhaust their accumulated sick leave.

B. Sick Leave bank may only be used for the teacher's illness, including mental or physical illness, or disability, including disability as the result of complications due to pregnancy, or for the teacher's emotional well being associated with a traumatic event or an emergency.

C. To become a member of the sick leave bank, a teacher shall donate one personal sick leave day each year for the first three years the teacher is a member. If, at any time, the balance of days in the sick leave bank drops below one hundred days, participating teachers will be required to donate one additional day per year until the balance in the bank equals or exceeds one thousand days. In the event a teacher chooses not to participate in the bank, or wishes to withdraw from the bank, the teacher must provide written notice to the Human Resources Director and to the Association.

D. A Sick Leave Bank Committee shall consist of the President of the Association or such person's designee, the Superintendent, and the District's Human Resources Director. The Committee shall be governed by guidelines which shall be drafted by the Committee, reviewed by legal counsel for the District and the Association, and approved by the District and the Association. The Committee shall review applications for the use of sick leave bank days, shall apply the guidelines in good faith, and shall approve or deny the application. The Committee's decision may be appealed to the Board of Education, whose decision shall be binding.

E. A member of the sick leave bank seeking to utilize days from the bank must submit a written application to the Sick Leave Bank Committee (through the Superintendent's office). Before approving the application, the Sick Leave Bank Committee may require the member to submit verification from the member's physician that the member is unable to work and the estimated period of recovery.

F. A member of the sick leave bank may draw days from the sick leave bank only after exhausting the member's accumulated sick leave.

G. No member may use more than sixty days from the sick leave bank in any school year.

10.3 Personal Leave.

A. Each teacher will be allotted three personal leave days each year. Two of the personal leave days may be accumulated and used the following year. At any time a maximum of five personal leave days may be accumulated. A maximum of three personal leave days may be "cashed in" or transferred to accumulated sick leave each year.

B. If the teacher wishes to request payment for unused personal leave, the request must be made in writing by the last day of the school year. Days that are cashed in will be paid on the June paycheck of the contract year, and will be paid at the daily substitute rate. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

C. Personal leave days may not be taken to extend Thanksgiving, Christmas, spring break, or during the first or last two weeks of student contact days. Personal leave days may be used before students start or after the last student day of the year. Under special or hardship situations, the teacher may apply to the Superintendent for approval.

D. Use of personal leave days shall not be restricted, except by the availability of substitute teachers and as noted in 10.3 C.

10.4 Hardship Donation

In the event of an extraordinary hardship situation of an immediate family member, employees may donate personal days or cashed in sick days to said employee. The employee must use all available leave days in order to use this benefit. All donations will be made anonymously.

10.5 Civic Duty Leave.

A. Leave with pay will be granted to any teacher to fulfill the teacher's civic duty including, but not limited to, the following:

1. Being summoned for jury duty and required to be present at the courthouse for such jury duty.
2. Being subpoenaed as a witness to appear at a legal proceeding in connection with the teacher's performance of duties as a teacher of the District.
3. Being subpoenaed to appear as a witness at a legal proceeding when the teacher is not a litigant or party.

B. Civic duty leave is limited to the time necessary to discharge the teacher's legal obligations to attend the trial or other judicial proceeding, and reasonable travel time to and from the place of required attendance. The teacher must return to work as soon as possible following the trial or other judicial proceeding.

C. Any jury or witness fees received by a teacher on civic duty leave must be tendered to the District. However, the teacher may deduct travel and other out-of-pocket expenses actually incurred for jury duty before reimbursing the District.

10.6 Bereavement Leave.

A. A leave of absence will be granted to a teacher by the Superintendent for death in the teacher's immediate family. Bereavement leave shall be allowed for a maximum of five working days.

B. Bereavement leave for the death of a person other than immediate family members may be given upon recommendation by the Superintendent. Such leave shall be on the same terms and conditions as bereavement leave for the death of an immediate family member.

C. Any absence taken by a teacher in excess of the allowed bereavement leave shall be taken from the teacher's sick leave. If sick leave is not available, the teacher may apply to the superintendent for an extended bereavement.

10.7 Child Care Leave.

10.7.1 Short Term Leave. A teacher who desires to spend time with a newborn or newly adopted child may use up to five days of the teacher's accumulated sick leave for this purpose.

10.7.2 Extended Leave.

A. Extended leave for newborn child or adoptive child care leave, generally not to exceed one year in length, may be granted without pay to a teacher.

B. A teacher who desires to take extended leave for this purpose shall submit a written request to the Superintendent. Such request shall indicate the length of leave desired.

C. If the Superintendent recommends approval of the leave request, the matter shall be submitted to the Board of Education. Approval or denial of the leave request shall be at the discretion of the Board of Education.

D. A teacher on leave for one or more semesters under this provision must provide written notice to the Superintendent no later than December 1st or March 1st before the expiration of the leave indicating whether the teacher will return to work at the end of the leave period.

E. A teacher who is granted extended leave under this provision is not guaranteed the ability to return to the teacher's former assignment at the expiration of the leave period.

F. Neither seniority nor sick leave shall accrue while a teacher is on extended leave for child care.

10.8 Educational Leave of Absence.

A. An educational leave of absence shall only be approved for the purpose of improving a teacher's ability to instruct or for further study related to a teacher's duties in the District. Such leave shall not be paid leave, except as provided below, and is granted at the discretion of the Superintendent. All of the conditions established for the general leave of absence shall also apply to the educational leave of absence, except as stated below.

B. All applications for educational leaves of absence must be filed with the building principals by the February 1 and will be acted on by the Superintendent within two weeks of receipt of the request. An educational plan must accompany the request.

C. The maximum period of an educational leave shall be twelve months, beginning the first day of the contract year in which the leave is granted and ending the day preceding the first day of the next ensuing contract year.

D. If a teacher returns to the District following a full year of educational leave of absence and successfully completes the first semester of the following year, the District will pay such teacher a stipend of \$2,000.

10.9 General Leave of Absence.

A. A general leave of absence shall mean time off from the District without pay for a teacher to revitalize, to travel, to regain health or to undertake special projects.

B. Requests for general leaves shall be made in writing to the building principal or immediate supervisor. Leave shall be granted upon recommendation of the principal and upon the approval of the Superintendent. Granting of general leaves is at the discretion of the Superintendent.

C. General leaves of absence shall be provided only to those teachers who have been employed by the District for a minimum of four consecutive years.

D. Teachers on general leave shall not lose seniority or status with regard to the applicable salary plan or schedule, but salary advancements shall not apply. Teachers on general leave of absence shall not lose their current positions on the longevity list. If a teacher elects to continue health or other fringe benefits while on general leave, the teacher shall pay the full cost of the benefit.

E. A teacher on general leave of absence shall not accrue sick days during such leave, but unused sick leave held by the teacher at the start of the general leave shall be reinstated upon the teacher's return to work.

F. A teacher on general leave of absence shall provide the Superintendent with written notice indicating whether the teacher will return to work at the District or resign from District employment not later than March 1 of the year the teacher is on such leave. If the teacher does not notify the Superintendent by March 1, the teacher shall be deemed to have resigned effective as of the end of the year in which the leave was taken.

G. Re-employment of a teacher on general leave during the year shall be at the discretion of the Superintendent. Re-employment of such a teacher for the beginning of the next year shall be guaranteed, unless the teacher is involved in a reduction in force. Re-employment does not guarantee the same position.

H. When a general leave of absence is taken for mental or physical health reasons, the District may require a physical by a District designated physician, at District expense, upon the return of the teacher.

10.10 Family and Medical Leave.

A. The federal Family and Medical Leave Act provides for up to twelve work weeks of leave during a twelve month period to eligible employees for the following purposes:

1. the birth, adoption or foster care placement of a child;
2. care of a spouse, child or parent with a serious health condition; or
3. the employee's own serious health condition.

B. FMLA leave shall ordinarily be unpaid leave; however, a teacher may use accumulated sick leave in lieu of or in combination with unpaid leave for the period of the FMLA leave.

C. The District shall adopt regulations governing the use of FMLA leave by teachers.

10.11 Federal Military Leave.

A. A military leave of absence must be granted if a full or part-time teacher enters any branch of the armed services, reserves, National Guard, Public Health Corp., or is called to duty or for training, for a period generally not to exceed five years. Employees returning from military leave possess reinstatement, seniority, compensation, benefits, and other rights. Additionally, applicants and employees may not be discriminated against in any area of employment because of past, current, or prospective military service.

B. Teachers on military leaves must be provided the same benefits and rights as are provided to employees on other types of leaves. Additionally, teachers returning from military leave must receive any benefits determined by seniority that they would have accrued if continuously employed. Note also, that time served in the military counts when calculating Family and Medical Leave Act eligibility.

ARTICLE 11 - CONCERNS/COMPLAINTS/GRIEVANCE PROCESS

11.1 Purpose. The purpose of this procedure set forth in this Article is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise and which are alleged to constitute a violation, misinterpretation or misapplication of the terms of this Agreement.

11.2 Informal Complaint. A teacher who believes that there has been a violation, misinterpretation or misapplication of this Agreement shall first discuss such complaint with the principal or responsible administrator with the objective of attempting to resolve the matter informally. If the complaint is not successfully resolved within five working days after such discussion, the teacher may file a grievance.

11.3 Level One. If the complaint has not been resolved informally, a grievance may be filed with the principal or responsible administrator. The grievance shall contain a concise written statement of the provisions of this Agreement which were allegedly violated, misinterpreted or misapplied, and the relief requested. A grievance must be filed within ten working days from the date of the grievant knew or should have known of the occurrence of the event giving rise to the grievance. A grievance may be filed by an individual teacher, a group of teachers or the Association as a class grievance.

The principal or responsible administrator shall either respond to the grievance in writing within ten working days after receipt of the grievance, or request a meeting with the grievant and the Association to discuss the grievance. If a meeting is requested, the grievant, the Association and principal or responsible administrator shall meet and discuss the grievance within five working days after the meeting has been requested. The principal or responsible administrator shall then have fifteen working days after the meeting in which to respond to the grievance. A copy of such response shall be provided to the grievant and the Association.

11.4 Level Two. In the event a grievance has not been satisfactorily resolved at Level One, the grievant or the Association may file a copy of the grievance with the Superintendent within ten working days of the administrator's written response at Level One. Within ten working days after such written grievance is filed with the Superintendent, the grievant, the Association and the Superintendent shall meet to consider the grievance. The Superintendent shall respond to the grievance in writing within ten working days of such meeting in writing to the grievant. A copy of such response shall be provided to the grievant and the Association.

11.5 Level Three. If the grievance is not resolved satisfactorily at Level Two, it may be submitted to mediation at the request of either party. The parties shall then request the Federal Mediation and Conciliation Services, or another mutually acceptable mediator, to provide staff assistance without cost to the parties. Meetings between the parties may be separately or together at the request of the mediator. If mediation fails in whole or in part, the mediator shall report the grievance issues that remain in dispute to the respective parties.

11.6 Right to Be Present; Right to Representation. A grievant shall have the right to be present at all meetings related to the grievance and, at the option of the grievant(s), may be represented at such meetings by a representative of the Association.

11.7 No Retaliation. Neither the Board, the Association, nor any member of the administrative staff of the District shall retaliate against a teacher because the teacher has participated in the grievance process.

11.8 Failure To Comply With Time Deadlines. Failure to file a grievance within the required time, or failure to appeal the grievance to the next level within the required time, shall constitute a waiver of the grievance. The failure of the responsible administrator to render a decision on a grievance within the required time shall constitute a denial of the grievance and permit appeal of the grievance to the next level. In such instance, the appeal deadline shall be calculated from the date the administrator missed the deadline to respond.

ARTICLE 12 - GENERAL PROVISIONS

12.1 **Board Policy**. This Agreement constitutes officially adopted Board policy for the term of this Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

12.2 **Boards Retained Powers**. Except as expressly provided in this Agreement the following matters are vested exclusively in the Board : (i) the determination and administration of school policy; (ii) the determination of school curriculum (iii) the operation and management of the schools; (iv) and all matters related to the employment of employees of the District. In the adoption of this Agreement, the parties agree that nothing contained herein is intended to be construed to delegate or limit the powers, duties, discretions, and responsibilities of the Board of Education as prescribed by the Constitution and laws of the State of Colorado.

12.3 **Preservation of Rights**. Nothing in this Agreement shall be construed to deny or restrict any rights a teacher may have under the laws and Constitution of the State of Colorado and the United States.

12.4 **Governing Law**. This Agreement shall be governed and construed according to the laws of the State of Colorado. In the event any Colorado statute referenced or related to this Agreement is amended or repealed during the term of this Agreement, this Agreement shall be deemed to automatically be amended to incorporate such statutory change.

12.5 **Waiver**. The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

12.6 **Budgetary Crises**. In the event the District experiences a fiscal emergency within the meaning of Section 22-44-115.5, C.R.S., the District shall notify the Association of the emergency and shall negotiate in good faith with the Association over any reduction in salary and over alternatives to a reduction in salaries. However, the final decision with respect to any reduction in salaries shall be made by the Board of Education as provided in Section 22-44-115.5, C.R.S.

12.7 **Statutory Limitations**. Consistent with Section 22-32-110(5), C.R.S., the parties acknowledge that, in this Agreement and in subsequent agreements, the District may not commit revenues for a period of time in excess of one year unless the agreement includes a provision which allows for the reopening of the portion of the agreement relating to salaries and benefits.

12.8 **Written Teacher Contracts**. Nothing in this Agreement shall eliminate the obligation of the District to enter into written employment contracts with individual teachers as required by Section 22-63-202(A), C.R.S. Only insofar as its contents are addressed in this Agreement will any contract between the Board and any individual teacher be subject to and depend upon the terms and provisions of this Agreement.

12.9 Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

12.10 Amendment. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. No oral amendment to this Agreement shall be permitted.

12.11 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement shall not be construed against either party based upon authorship.

12.12 Authority. The individuals executing this Agreement on behalf of each of the parties represent and warrant that they have all requisite powers and authority to cause the party for whom they sign to enter into this Agreement and to bind such party to fully perform its obligations as set forth in this Agreement.

12.13 Incorporation of Appendices. Appendices A through D, inclusive, shall be deemed incorporated into this Agreement.

12.14 Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application hereof shall not in any way be affected or impaired thereby.

12.15 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective representatives, this 1st day of July, 2009.


LAKE COUNTY EDUCATION
ASSOCIATION

by:


Kathleen Fitzsimmons, President
LCEA

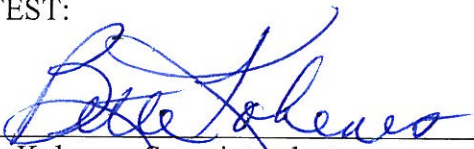
LAKE COUNTY SCHOOL DISTRICT R-1
LAKE COUNTY, CO

by:


Stephanie Olsen, President
Lake County Board of Education

ATTEST:

by:


Bette Kokenes, Superintendent

by:


Debbie McCall, Secretary
Lake County Board of Education

by:


LCEA Representative

Appendix "A"

Lake County School District R-1						
Salary Schedule						
2009-2010						
STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
1-3	30,468	31,382	32,324	33,616	34,961	36,010
4-6	32,569	33,546	34,552	35,935	37,372	38,493
7-10	33,620	34,629	35,667	37,094	38,578	39,735
11-17		37,333	38,453	39,992	41,591	42,839
18-24			41,240	42,890	44,606	45,944
25-29			44,026	45,787	47,619	49,047
30			45,765	47,596	49,500	51,480

* A maximum of 15 years will be given for related educational experience upon entering the district

**Lake County School District R-1
Certified Performance Evaluation**

Name _____ Assignment(s) _____ Date _____

School(s) _____

Check one:

_____ Probationary

_____ Non-Probationary (on cycle)

_____ Non-Probationary (off cycle)

_____ Years in District

_____ Total Years Experience

Evaluator

Evaluator's Position

Statement of Purpose

The purpose of the evaluation in Lake County R-1 Schools is to enhance the growth and development of each school professional, and in doing so, maintain the best possible education for students. The evaluation process also enables administrators to collect data upon which employment recommendations are made.

The evaluation system for school professionals is governed by District Policy EL-5. The school professional's overall performance will be rated as follows: Mastery/Proficient or Unacceptable. The school professional's Overall Performance Rating will be determined by the number of standards marked Mastery/Proficient or Unacceptable. Mastery/Proficient means the school professional consistently demonstrated the behavior during the evaluation cycle. Unacceptable means the school professional consistently failed to demonstrate the behavior during the evaluation cycle. Each standard will be rated Mastery/Proficient /Unacceptable based on the number of indicators marked Mastery/Proficient /Unacceptable beneath the standard. An indicator marked "Developing" means a behavior is developing satisfactorily at this time and should be considered as an acceptable indicator rating when determining whether the school professional is currently meeting the standard. Comments of commendation are encouraged. If Unacceptable is checked, comments must be made in the "Comments" section. An overall Mastery/Proficient evaluation rating does not guarantee continued employment with the district.

Observation – Probationary

Dates and Times:

Pre Observation Conference: _____

Observation: _____

Post Observation Conference: _____

Observation - Non-Probationary

On Cycle _____ **Off Cycle** _____

Dates and Times:

Pre Observation Conference: _____

Observation: _____

Post Observation Conference: _____

Summative Evaluation

Dates and Times:

Induction

_____ Classes
Completed
Satisfactorily

_____ Classes in
Progress

Overall Performance Rating: **Mastery/Proficient** _____ **Unacceptable** _____

Evaluator's Recommendation

_____ I have no recommendation at this time.

_____ I do not recommend this school professional for continuing contract for reasons which have been discussed with the school professional.

_____ I recommend this school professional be considered in the district re-employment process.

_____ I recommend this school professional move to an improvement plan.

Performance Level Rubrics:

Standard I: The school professional consistently demonstrates the basic components of effective instruction and/or uses other instructional models as appropriate.

A. Develops plans to support instructional or training objectives.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Plans reflect a specific target always tied to benchmark	Plans reflect a specific target and are tied to benchmark, with few exceptions	Plans sometimes reflect a specific target tied to benchmark	Plans do not reflect a specific target tied to benchmark	
Specific plan tied to target consistently developed with all components of plan, including purpose, explicit instruction, guided and independent practice, and appropriate monitoring of instruction with formative assessment.	Specific plan tied to target consistently developed, but weak in one or two of the planning components.	Specific plan sometimes tied to target and/or weak in three or more of the planning components.	No specific plan or plan not tied to target; no purpose clear in plan	
Plans always appropriate for student needs	Plans are appropriate for student needs, with few exceptions	Plan are sometimes appropriate for student needs	Plans are not appropriate for student needs	
Focus is consistent every day, every class, for every student in plan	Focus is consistent but not every day, every class, for every student in plan.	Focus is not consistent daily in plan.	There is no clear focus on the daily target in the plan/activities.	
Materials and resources are always well organized and accessible	Materials and resources are well organized and accessible, with few exceptions	Materials and resources are sometimes well organized and accessible	Materials and resources are rarely well organized and accessible	

Comments:

Overall Rating
P/M or U

B. Demonstrates instruction or training that includes initial focus.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Learning target always written and verbally explained	Learning target always written and verbally explained, with few exceptions	Learning target sometimes written and verbally explained	Learning target rarely written and verbally explained	
All students aware of target assessment	With few exceptions, students are aware of target assessment	Some students aware of target assessment	Few students aware of target assessment	
Target always includes clear success criteria	Target includes clear success criteria, with few exceptions	Target sometimes includes clear success criteria	Target rarely includes clear success criteria	

Comments:

Overall Rating
P/M or U

c. Demonstrates instruction or training that includes appropriate delivery

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Delivery always includes differentiation of instruction to meet students' needs	Delivery includes differentiation of instruction to meet students' needs, with few exceptions	Delivery sometimes includes differentiation of instruction to meet students' needs	Delivery rarely includes differentiation of instruction to meet students' needs	
Strategies for delivery are always varied (i.e. use of media varied)	Strategies for delivery are varied (i.e. use of media varied), with few exceptions	Strategies for delivery are sometimes varied (i.e. use of media varied)	Strategies for delivery are rarely varied (i.e. use of media varied)	
Pacing of lesson always appropriate	Pacing of lesson appropriate, with few exceptions	Pacing of lesson sometimes appropriate	Pacing of lesson rarely appropriate	
Delivery of lesson always appropriately based on data	Delivery of lesson appropriately based on data, with few exceptions	Delivery of lesson sometimes appropriately based on data	Delivery of lesson rarely appropriately based on data	
Delivery is always learner oriented with full student engagement	Delivery is learner oriented with majority of student engagement, with few exceptions	Delivery is sometimes learner oriented with some student engagement	Delivery is rarely learner oriented with limited or no student engagement	

Comments:

Overall Rating
P/M or U _____

d. Demonstrates instruction that includes guided and independent practice.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Always provides appropriate modeling to meet targeted success	Provides appropriate modeling to meet targeted success with few exceptions	Sometimes provides appropriate modeling to meet targeted success	Appropriate modeling to meet targeted success rarely occurs	
Always adequate opportunities for guided practice/scaffolding	Adequate opportunities for guided practice/scaffolding, with few exceptions	Opportunities for guided practice/scaffolding sometimes occur	Inadequate opportunities for guided practice/scaffolding	
Always adequate opportunities for individual practice	Adequate opportunities for individual practice, with few exceptions	Opportunities for individual practice sometimes occur	Adequate opportunities for individual practice, with few exceptions	
Always regular monitoring of guided practice (checking for understanding)	Regular monitoring of guided practice (checking for understanding) , with few exceptions	Monitoring of guided practice (checking for understanding) sometimes occur	Regular monitoring of guided practice (checking for understanding) , with few exceptions	
Guided practice consistent every day, in every class for every student, if appropriate	Guided practice consistent every day, in every class for every student if appropriate, with few exceptions	Guided practice present sometimes	Guided practice inconsistent	

Comments:

Overall Rating
P/M or U _____

E. Demonstrates instruction or training that includes monitoring of instruction.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Effectively monitors all students at all times.	Effectively monitors all students, with few exceptions.	Effectively monitors most students	Little or no on-going monitoring	
Makes changes and adjustments as needed with each student all the time	Makes changes and adjustments as needed with each student with few exceptions	Makes changes and adjustments as needed with most students	Rarely makes changes and adjustments as needed	
Uses informal assessments throughout lesson to determine progress toward learning target for all students	Uses informal assessments throughout lesson to determine progress toward learning target, with few exceptions	Uses informal assessments throughout lesson to determine progress toward learning target, most of the time	Does not use informal assessment of students	
Always gives corrective and constructive feedback	Gives corrective and constructive feedback, with few exceptions.	Sometimes gives corrective and constructive feedback	Rarely gives corrective and constructive feedback	

Comments:

Overall Rating
P/M or U _____

F. Demonstrates instruction that includes a closing.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Always returns to learning target at the end of class	With few exceptions, returns to learning target at the end of class	Sometimes returns to learning target at the end of class	Rarely or ever returns to learning target at the end of class	
Student assessment of self always included in closing	Student assessment of self always in closing, with few exceptions	Student assessment of self sometimes in closing	No Student assessment of self included in closing	
Always appropriate time for closing allowed	Appropriate time for closing allowed, with few exceptions	Appropriate time for closing allowed sometimes	No time to close lesson	

Comments:

Overall Rating
P/M or U _____

G. Provides a variety of formative and summative assessments that measure student progress toward objectives.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Formative assessments with a variety of methods always used to measure growth	Formative assessments with a variety of methods used to measure growth, with few exception	Formative assessments with a variety of methods used to measure growth, sometimes	Formative assessments with a variety of methods rarely, if ever, used to measure growth	
Assessment always aligns with learning target(s)	Assessment aligns with learning target(s), with few exceptions	Assessment aligns with learning target(s) sometimes	Assessment rarely, if ever, aligns with learning target(s)	
Assessment plan	Assessment plan in	Assessment plan in	Assessment plan	

always in place prior to instruction		place prior to instruction, with few exceptions		place prior to instruction, sometimes		rarely in place prior to instruction	
Can always demonstrate/show assessment plan to evaluator		Can demonstrate/assessment plan to evaluator, with few exceptions		Can demonstrate/show assessment plan to evaluator, sometimes		Rarely can demonstrate/show assessment plan to evaluator	

Comments:

Overall Rating
P/M or U _____

H. Designs and implements management processes that are conducive to student learning.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Classroom routines are always in place that are conducive to learning	Classroom routines are in place that are conducive to learning, with few exceptions	Classroom routines sometimes are in place that are conducive to learning	Classroom routines are not in place or are not conducive to learning	
Expectations of students are always clear and consistently monitored	Expectations of students are clear and consistently monitored, with few exceptions	Expectations of students are sometimes and consistently monitored	Expectations of students are not always clear or consistently monitored	
Transitions between activities always well managed to minimize interruption in learning	Transitions between activities well managed to minimize interruption in learning, with few exceptions	Transitions between activities sometimes managed to minimize interruption in learning	Transitions between activities not well managed or cause interruption in learning	
Pacing always consistent to encourage learning	Pacing consistent to encourage learning, with few exceptions	Pacing sometimes consistent to encourage learning	Pacing inconsistent and not conducive to learning	
Learning activities always occur from bell to bell	Bell to bell instruction present with few exceptions	Bell to bell instruction mostly present	Bell to bell instruction rarely present	

Comments:

Overall Rating
P/M or U _____

Standard II: The school professional provides a program of instruction or training in accordance with the adopted curriculum and consistent with state standards and federal and state regulations.

A. Uses district curriculum guidelines in planning and implementing instruction.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Always aligns plans and to standards and benchmarks.	Aligns plans to standards and benchmarks.	Always aligns plans to standards and benchmarks.	Rarely aligns plans with standards or benchmarks	
Always aligns instruction to standards and benchmarks.	Aligns instruction to standards and benchmarks, with few exceptions.	Mostly instruction to standards and benchmarks.	Rarely aligns instruction to standards and benchmarks.	

Comments:

Overall Rating
P/M or U _____

B. Demonstrates a connection between teacher-prepared lessons/units and district curriculum standards.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Learning targets and assessments are always connected with standards	Learning targets and assessments are connected with standards, with few exceptions.	Learning targets and assessments are connected with standards, most of the time	Learning targets and assessments are rarely connected with standards	

Comments:

Overall Rating
P/M or U _____

C. Is knowledgeable about scope and sequence of district curriculum standards as applicable.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Knows and understands the scope and sequence of standards and benchmarks in the district curriculum	Knows and understands the scope and sequence of standards and benchmarks in the district curriculum with few exceptions	Is learning the scope and sequence of standards and benchmarks in the district curriculum	Does not know the scope and sequence of subject matter.	

Comments:

Overall Rating
P/M or U _____

Standard III: The school professional is responsible for increasing the probability of advancing student achievement.

A. Collects and analyzes data to drive instruction.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Makes instructional decisions based on formative assessment data daily	Uses formative data to make instructional decisions with few exceptions	Uses some formative data for instructional decisions	Does not use formative assessment data to make instructional decisions	
Collects summative data and analyzes the results to drive instructional decisions consistently	Analyzes the results of summative data to drive instruction with few exceptions	Is learning methods to analyze summative data to drive instructions and uses sometimes	Rarely uses data to drive instruction	
Groups students based on data daily	Groups students based on data with few exceptions	Groups are sometimes based on student data	Groups are rarely or never based on student data	

Comments:

Overall Rating
P/M or U _____

B. Uses multiple measures to document student growth.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Uses many methods of measure student growth—variety of formative assessments, summative data available, informal assessments	Uses a variety of methods to document student growth and is continuing to try new methods	Uses some methods but has not acquired many ways to evaluate progress	Uses one or no measure to document student growth over time	
Has an organized system of documenting student growth data from various sources that is used daily	Has a well organized system of documenting student growth data that is used frequently	Has a system of documenting student growth data that is used sometimes OR is still working on creating a system to use	Does not document student growth data	

Comments:

Overall Rating
P/M or U _____

C. Implements strategies based on various types of student achievement data to improve student performance.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Consistently develops and modifies research based, effective instructional strategies to meet student needs based on ongoing data collection	Uses effective instructional strategies to meet student needs based on data	Has begun to use a variety of effective instructional strategies to meet student needs and continues to learn more	Rarely uses student data to improve performance	

Comments:

Overall Rating
P/M or U _____

D. Analyzes the results of instruction and modifies instruction accordingly.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Consistently uses assessment data to modify classroom instructional practices, pacing of lessons, grouping and approach in class daily	Uses student assessment data to modify classroom instructional practices, pacing of lessons, grouping and approach with few exceptions	Makes some modifications in practices, grouping, pacing and/or approach, but could be more consistent	Rarely modifies instruction daily based on classroom assessments or reflection on instruction	

Comments:

Overall Rating
P/M or U _____

E. Organizes a learning environment to maximize the potential for student time on task.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
The learning environment is orderly	Learning environment is orderly few exceptions	Some areas of the learning environment are orderly OR some days the learning environment is orderly	Learning environment is not orderly	
Instruction is paced to meet students needs and keep them on task daily	Instruction is paced to meet student needs and keep them on task with few exceptions	Pacing is sometimes appropriate, but does not always keep students on task	Pacing is inconsistent and often leaves opportunities for students to be off task	
Transitions are well-thought out, speedy, orderly and consistent every day	Transitions are well-thought out, speedy, orderly and consistent with few exceptions	Transitions are sometimes orderly and speedy, but not always consistently so	Transitions take a long time, are not orderly, students do not know the routine or there is no routine	

Comments:

Overall Rating
P/M or U

Standard IV: The school professional designs and implements instruction to meet the unique learning needs of students.

A. Makes decisions about and provides instructional materials and strategies that address a variety of learning needs.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Selects appropriate materials for a variety of learning needs daily	Selects appropriate materials to meet students' varied learning needs with few exceptions	Is learning about and sometimes uses materials for a variety of needs	Rarely or never uses a variety of materials to meet various learning needs or often uses in appropriate materials	
Uses a variety of appropriate instructional strategies for different types of learning needs daily	Uses a variety of appropriate instructional strategies for different types of learning needs with few exceptions	Is in the process of acquiring a variety of instructional strategies to meet the needs of students and has started using them.	Rarely or never uses a variety of instructional strategies to meet the needs of students or often uses inappropriate strategies	
Uses strategies and materials effectively every day	Uses strategies and materials effectively with few exceptions	Sometimes uses strategies and materials effectively	Rarely or never uses strategies and materials effectively	

Comments:

Overall Rating
P/M or U

B. Describes the students' current performance levels and future instructional needs.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Accurately evaluates and describes students' current performance levels	Evaluates students current performance levels most of the time	Rarely or never is able to describe student levels	
	Plans for future instructional needs of students are based on performance	Plans for the future instructional needs of students are not consistently based on performance	Rarely or never plans for students' future needs.	

Comments:

Overall Rating
P/M or U _____

C. Designs and provides a variety of performance opportunities which demonstrate student learning.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Gives students a wide range of ways to demonstrate knowledge of learning targets	Gives students a wide range of ways to demonstrate knowledge of learning targets with few exceptions	Gives students some opportunities to demonstrate knowledge of learning targets but without much variety	Gives students only a few different opportunities to demonstrate learning	

Comments:

Overall Rating
P/M or U _____

D. Uses prescribed modifications for special populations.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Follows IEPs, ILPs, ALPs, behavior plans and RTI plans for students and tracks the student progress consistently	Follows IEPs, ILPs, ALPs, behavior plans and RTI plans for students and tracks progress with few exceptions	Is learning how to apply the prescribed modifications in learning plans and has started to do so	Does not consistently follow learning plans OR does not acquire necessary plans as needed.	

Comments:

Overall Rating
P/M or U _____

Standard V: The school professional recognizes, develops, and maintains an environment conducive to student well being.

A. Encourages and models respect for all students.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Teaches respectful behaviors in the classroom	Sometimes addresses classroom respect Is learning methods to teach respectful behaviors	Does not teach respectful behaviors	
	Behaves professionally and	Is learning about the differences in	Does not behave professionally toward	

	demonstrates an appreciation for all students		classroom		all students		
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Comments:

Overall Rating
P/M or U _____

B. Creates a learning environment in which students can feel safe taking the risks necessary for learning.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Learning environment is one that students openly communicate opinions without retribution.	All students do not communicate openly. The environment is not always set up to encourage participation.	Students are not encouraged and accepted for opinions.	
	Students are encouraged to share learning and successes.	Sometimes the classroom is student centered and students share openly.	Sharing of student learning does not happen often or at all.	

Comments:

Overall Rating
P/M or U _____

C. Encourages student interactions which promote personal growth and self worth.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Expects all students to grow academically	Does not expect all students to grow— gives reasons why some will not.	Does not consistently work toward student personal growth and self worth.	
	Gives students verbal and written encouragement to all students	Does not consistently give written and verbal encouragement	Rarely gives <u>all</u> students the written and verbal encouragement.	

Comments:

Overall Rating
P/M or U _____

D. Respects the cultural and learning diversity of students.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Has high expectations for all students	Does not express high expectations for all students. Limits possibilities for some.	Some students are treated differently than others. Does not give unconditional respect for all.	

Comments:

Overall Rating
P/M or U _____

Standard VI: The school professional communicates with students, families, colleagues, and community members concerning student academic and behavioral progress.

A. Listens with intent to understand.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Consistently listens to families/parents— finds multiple ways to communicate to parents.	Has some but not regular communications with all parents.	Does not consistently find ways to communicate with parents	
	Consistently clarifies for understanding	Sometimes clarifies differences of opinion to help student progress with various individuals	Rarely uses clarification to move forward with solutions.	
	Respects parent differences of opinion consistently and works toward solutions for students.	Often works closely with parents and respects differences.	Works for solutions without parent communications regularly; does not respect parent differences of opinion.	
	Respects colleagues and tries to understand various points of view while participating in staff development, meetings, discussions consistently	Sometimes respects colleagues and tries to understand various points of view while participating in staff development, meetings, discussions consistently	Rarely works with colleagues or does not actively participate in staff development, meetings, discussions.	

Comments:

Overall Rating
P/M or U _____

B. Clearly defines and communicates expectations to students and families.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Has expectations written for students and sent to parents	Does not consistently define expectations and communicate these to parents.	No evidence that expectations are clearly defined and communicated to parents	
	Has parent signature on expectations and is sure that they are aware	Sends to parents but does not follow up.	Does not attain parent confirmation that expectations are signed.	

Comments:

Overall Rating
P/M or U _____

C. Works to establish partnerships and maintains communication with students and parents.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Regularly communicates/calls parents	Often communicates/calls parents.	Rarely communicates with all parents.	
	Regularly conferences with students about their own progress	Often conferences with students about their own progress	Does not consistently conference with students about their own progress	

Comments:

Overall Rating
P/M or U _____

D. Communicates individual student needs in a confidential manner where appropriate.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Consistently discusses concerns/needs of students with parents as needed, in a confidential manner	Sometimes involves parents; needs to involve parents more in certain instances	Does not involve parents in the needs and concerns of students adequately or at all.	
	Discusses concerns/needs of individuals with colleagues and RTI teams as needed.	Sometimes discusses concerns/needs of students with colleagues and RTI teams—does not consistently document	Does not bring concerns in a timely manner to colleagues or RTI teams; documentation is not adequate	

Comments:

Overall Rating
P/M or U _____

E. Is articulate, selecting words with clarity and precision.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Communicates with and talks with students, families, and colleagues in an articulate way and selects appropriate and professional words.		Does not communicate with and talk with students, families, and colleagues in an articulate way; does not use appropriate and professional words.	

Comments:

Overall Rating
P/M or U _____

Standard VII: The school professional assists in upholding and enforcing school rules, Board of Education policies, federal and state rules and regulations and licensure standards.

- A. Can access copies of and comply with school rules, Board of Education Policies, federal and state rules and regulations and licensure standards.**

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Complies with school rules and Board policies as a professional; complies with all federal and state rules/ regulations		Does not comply appropriately as a professional with school rules, Board policies and other federal/state rules and regulations.	

Comments:

Overall Rating
P/M or U _____

- B. Monitors student behavior in accordance with building, district, federal and state policies and takes appropriate action.**

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Monitors student behavior appropriately as a professional and according to policies; always takes appropriate actions.		Does not monitor student behavior appropriately as a professional and according to policies; does not take appropriate action.	

Comments:

Overall Rating
P/M or U _____

Standard VIII: The school professional maintains records as required by law, district policy, and administrative regulations in a timely and confidential manner.

- A. Completes required forms, reports and plans according to district policy.**

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Forms, reports, plans are always turned in and completed as expected, with few exceptions.	In some instances forms, reports, plans are not turned in or are not completed.	No attempt is made to complete required forms, reports and plans.	

Comments:

Overall Rating
P/M or U _____

B. Documents student behavior and academic progress for appropriate placement or referral.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Documentation for placement or referral is consistently completed and includes necessary information, with few exceptions.	Documentation for appropriate placement or referral is often lacking required information or not completed.	No attempt is made to document for appropriate placement or referral.	

Comments:

Overall Rating
P/M or U _____

C. Submits forms, reports and plans in a timely manner.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
	Forms, reports and plans are submitted in a timely manner, with few exceptions.	Forms, reports and plans are sometimes submitted in timely manner.	Forms, reports and plans are not submitted as expected.	

Comments:

Overall Rating
P/M or U _____

Standard IX – The school professional demonstrates professional cooperative relationships with others.

A. Asks for assistance or provides colleagues and families and collaborates on meeting individual student needs.

Mastery	Proficient	Developing	Unacceptable	N/A or Observed
Often takes a leading role in collaborating to meet student needs.	Displays complete willingness to collaborate to meet student needs, with few exceptions.	Makes some attempt to collaborate to meet individual student needs, but not to expectations.	Makes no attempt to collaborate to meet individual student needs.	

Comments:

Overall Rating
P/M or U _____

B. Uses conflict resolution and decision making processes to solve problems in the work place.

Mastery		Proficient		Developing		Unacceptable		N/A or Observed	
Takes a leading role in initiating in using conflict resolution and decision making processes to solve problems in the work place. May display willingness to use skills to prevent problems from occurring.		Consistently uses conflict resolution and decision making processes to solve problems in the work place.		Sometimes struggles to consistently use conflict resolution and decision making processes to solve problems in the work place.		Makes no attempt to use conflict resolution and decision making processes to solve problems in the work place.			

Comments:

Overall Rating
P/M or U

C. Shares information, expertise and materials with colleagues.

Mastery		Proficient		Developing		Unacceptable		N/A or Observed	
Seeks out opportunities to shares information, expertise and materials. May volunteer to help with staff developments, for example.		Consistently shares information, expertise and materials with colleagues when requested.		Sometimes willing share information, expertise and materials. May struggle to consistently collaborate when requested.		No attempts made to shares information, expertise and materials, despite requests.			

Comments:

Overall Rating
P/M or U

Standard X: The school professional exhibits professional employment characteristics.

A. Meets and instructs students in the location at the time designated according to job assignment, with as few absences as possible.

Proficient		Unacceptable		N/A or Observed	
Meets professional expectation		Does not meet professional expectation.			

Comments:

Overall Rating
P or U

B. Performs related duties as assigned by the administration in accordance with district policies and practices.

Proficient		Unacceptable		N/A or Observed	
Performs duties as expected.		Does not perform duties as expected.			

Comments:

Overall Rating
P or U

C. Attends and participates in required meetings.

Proficient		Unacceptable		N/A or Observed
Attends and participates in required meetings as expected.		Does not attend and participate in required meetings as expected.		

Comments:

**Overall Rating
P or U**

D. Models appropriate behavior in the school setting according to district policy.

Proficient		Unacceptable		N/A or Observed
Models appropriate behavior.		Does not model appropriate behavior.		

Comments:

**Overall Rating
P or U**

School Professional's Goals

Name: _____

Date of goal setting: _____

Recommended Goal(s)	Resources	Indicators of Success	Timeline and Target Dates

This page is completed at the end of the evaluation cycle.

Evaluator's comments on progress toward goal(s)

Evaluatee's comments on District Performance Standards and progress toward goals:

Personal Professional Growth

Date(s) and hours activities were completed or are to be completed:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status, and does not necessarily imply that I agree with this evaluation. I understand that I may attach comments on the overall evaluation if I wish.

School Professional

Date

Evaluator

Date

Superintendent

Date

Other sources of input for this evaluation:

Appendix "C"

**LAKE COUNTY SCHOOL DISTRICT R-1
Leadville, Colorado 80461
OFFICIAL TRANSFER REQUEST FORM**

DIRECTIONS: Complete one form, including all positions desired, and return to the building administrators involved on or before the deadline date (if applicable) along with an updated resume which includes: professional training and experiences, teaching experiences, additional areas of certification and include co-curricular activity qualifications/desires.

NAME _____ Date _____

Present teaching position _____

at _____ School.

I would like to be considered for the following positions, should they materialize:

1. _____ at _____

2. _____ at _____

3. _____ at _____

List all extracurricular activities you are willing to direct or assist:

Does your present certificate/license qualify you for these changes? ____Yes____ No

If not, how and when can you qualify? _____

Reason for request (optional) _____

Additional information _____

If these openings occur during the summer months, where can you be reached?

Address

Phone

Please read the following statement carefully and sign below:

I understand that if at any time I wish to remove my name from consideration for any position(s) to which I have requested transfer, I am obligated to notify the building administrators involved immediately regarding my intentions. I also understand that to be considered for any particular position posted, but not specifically listed above, will require the submission of a new Official Transfer Request Form to the building administrators involved.

Signature

Appendix "D"

Formal Grievance Form

A grievance is defined as a complaint in writing, setting forth the allegation that there has been a violation of district policies or regulations which have adversely affected or aggrieved an employee of the school district.

Status of grievance: Step I _____ Step II _____ Step III _____

I, _____ hereby file a grievance with _____
_____ (name of person).

Specifically, my grievance is: _____

Steps I have already taken to try to resolve the grievance: _____

Relief sought: _____

I hereby petition for a hearing on my grievance within 10 working days of the above date. I have been informed of the grievance procedures to be followed along with my rights and responsibilities pertaining thereto.

Received by: _____
Signature date Grievant's signature date

Please note that all employment decisions remain within the sole and continuing discretion of the administration and/or Board of Education, as appropriate under district policy, subject only to the conditions and limitations prescribed by Colorado law.

ADMINISTRATIVE RECORD

Date received _____ Date of hearing _____

Place of hearing _____ Time of hearing _____

Decision on grievance: _____

I. _____
Principal's signature date

II. _____
Superintendent's signature date

III. _____
Board chairman's signature date

I _____ accept or _____ reject the decision.

Grievant's signature date