

MASTER AGREEMENT
BETWEEN
LAKE COUNTY SCHOOL DISTRICT R-1
AND
LAKE COUNTY EDUCATION ASSOCIATION

July 2016

Lake County School District R-1
Lake County, Colorado

Board of Education

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Superintendent

Dr. Wendy Wyman

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Dr. Wendy Wyman, Superintendent

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Cody Jump, Lake County Education Association
Erin Farrow, Lake County Education Association
Kim Kortkamp, 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.

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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.

INTEREST BASED STRATEGIES' components include: story, interests, options, evaluation, commitment, and implementation.

INVOLUNTARY TRANSFER shall mean any reassignment not initiated by the teacher which changes more than half of the teaching assignment's content.

LETTER OF CONCERN this is a **non-disciplinary** letter documenting a concern about a teacher and clarifying expectations with the intent of supporting the teacher's professional growth. This letter will expire at the end of the school year if no further disciplinary action is warranted. This letter will be placed in the administrator's file.

LETTER OF REPRIMAND This is a **disciplinary** letter documenting a concern about a teacher and clarifying expectations with the intent of supporting the teacher's professional growth. This letter will be placed in the employee's personnel file.

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.

RE-ORGANIZATION shall mean any assignment which changes the teaching assignment content by exactly half or less, which may or may not be initiated by the teacher.

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 (including, but not limited to 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.

VOLUNTARY TRANSFER shall mean any reassignment initiated by the teacher.

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

2.1 The terms of this contract shall be in full force and effect from July 1, 2016 through and including June 30, 2019. It is also understood that only salary and insurance shall re-open for years 2017 and 2018. The Master Contract, other than salary and insurance, shall not open for negotiations again until the 2019 negotiations. It is understood by both the District and Lake County Education Association that negotiations shall be held with Interest Based Strategy facilitators if either side requests facilitation.

- A. This agreement shall automatically be renewed for successive terms of three years 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 contract is set to expire. 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.

2.2 Clause for the allowance of memorandums of understanding:

- A. The parties acknowledge that the terms and conditions of employment set forth in this contract are intended to be the full and complete agreement between the parties for the duration of this contract. The parties further acknowledge, however, that, in the event either of the parties concludes that the provisions set forth herein inadequately or inappropriately address terms and conditions of employment or new circumstances give rise to the need for new contract language, the following process shall be followed:
 - i. The party seeking a change or addition to the contract shall notify the other party at or prior to the next scheduled meeting of the Contract Maintenance and Language Team (made up of up to three members of each negotiating team, three individuals from LCEA and three individuals from LCSD).
 - ii. The district superintendent and LCEA president will meet in the first four weeks of the school year to determine the date(s) that the contract maintenance team will meet in that school year. This date may be adjusted based on district and team needs.
 - iii. In the event the party not seeking the change does not wish to consider a proposed change/addition, said party may refuse to negotiate over the change/addition, in which case no change/addition shall be made to the contract.
 - iv. In the event the parties agree to negotiate over the proposed change/addition and are able to reach tentative agreement regarding the proposal, the parties shall reduce the tentative agreement to writing and shall submit the tentative agreement to their respective constituents, consistent with each party's established practices and procedures.
 - v. In the event the parties agree to negotiate over the proposed change/addition but are unable to reach tentative agreement regarding the proposal, no change/addition shall be made to the contract.

MOU

Representative Teams made up of up to three member from the Lake County Education Association negotiations team and up to three members from the District negotiations team will meet three times in the calendar year 2016 and three times in the calendar year 2017 for the purpose of exploring and reporting back to the negotiations team on innovative forms of agreements.

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, unless otherwise agree upon by the parties. 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. Negotiations will use a solution-oriented, collaborative process, such as Interest-Based Strategies, to avoid positional bargaining.

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 March with five openers, excluding salaries and benefits, and conclude no later than the second week of May, 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 2015-2016 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.

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, prior to any re-assignments taking place. No teachers will be re-assigned positions until the transfer process has been completed. Vacancies will be posted in a designated area in each building, in the administration office, and on the District's e-mail for three workdays prior to posting outside the District. In the event of emergencies, LCEA will be notified of the situation in which this process cannot apply.

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. When the need for re-organization is required, the following process will occur: The affected teachers, principal and others as determined by the team will meet collaboratively. The issue will be presented along with supporting relevant data. As a group, options and solutions will be discussed and a joint written decision created. The written plan will identify the support needed to ensure a successful transition, including evaluation at the end of the school year for effectiveness and needs for improvement. This process will be initiated as soon as issues requiring reorganization arise, and whenever possible, will be completed before the end of the contract year.

F. 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.

6.5 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.

6.6 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 3-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. When there may be a need for re-organization of content/subject area, the following process will take place: The affected teachers, principal and others (as determined by the team) will meet collaboratively. The issue will be presented along with supporting relevant data. As a group, options and solutions will be discussed and a written decision created. The written plan will also identify the support needed to ensure a successful transition, including evaluation at the end of the school year for effectiveness and needs for improvement. This process will be initiated as soon as issues arise, which may necessitate re-organization and, whenever possible, will be completed before the end of the contract year.

F. 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.

6.7 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.

C. Involuntary transfers will not be made for disciplinary or arbitrary reasons. The district will notify the teacher as soon as possible if he or she is being considered for an involuntary transfer.

Once the decision is made to involuntarily transfer a teacher, the teacher will be contacted by the administrator and, if possible, a meeting will take place. The teacher will be provided the reasons for the transfer, followed by a letter documenting those reasons and indicating whether the transfer is intended to be permanent or temporary. In addition, the teacher and administrator will identify any needed support (which may include additional training, meetings, or site visits, etc.) for successful transition into the new position. The administrator may provide follow-up throughout the year, as needed.

6.8 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. 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. Recommendation of current immediate supervisor
3. Longevity within the district

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

G. 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.

H. 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.

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

J. 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.

K. 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.

L. 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.

6.9 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.

6.10 Incentive Retirement

A. Eligibility requirements.

1. The teacher must be actively employed by the District on June 30, 2016 to be eligible for incentive retirement. The employee must work their full assignment during the fiscal 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. For good cause, the Superintendent may waive this requirement and permit additional approvals.

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.

6.11 Mutual Consent

If a non-probationary teacher is displaced as a result of decrease in enrollment, turnaround, phaseout, reduction in program or reduction in building consistent with Board policy and state law, the teacher may be assigned to a particular school within the district only with the consent of the hiring principal at the school. The hiring principal shall receive input from at least two teachers employed at the school and chosen by the school's faculty and shall review the TEACHER's demonstrated effectiveness and qualifications to determine whether the TEACHER's qualifications and teaching experience support the instructional practices at the school.

6.12 Hiring Cycle

Hiring cycles will be determined by the district on an annual basis. The current annual hiring cycle can be found in Appendix B, the evaluation timeline.

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. Teachers will be given a minimum of 225 minutes within the week, 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 45 minutes per day), which may include duties. Plan times will be at least 45 consecutive minutes.

B. Planning time is part of the workday. The 225 duty free minutes of individual plan time are to be teacher-directed and any meetings or any other demands on this time not directly related to preparation for instruction must be agreed upon by all affected parties. Teachers should remain in the building during this time; however, 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. 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 advisors/sponsors, 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. Events initiated by external organizations (outside K-12) will be considered optional. Principal and affected teachers at the school will determine which events are mandatory

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 Professional Development.

A. Required District professional 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 professional 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 Teacher Workdays and Professional Development Days.

A. Full day Teacher Workdays shall consist of 7.33 hours including a 1 hour lunch break. Professional development days consist of 8 hours including a one-hour lunch break. The ½-day Professional Development Day and the ½-day workday consist of 3.5 hours of Professional Development and 3.5 workdays and a one-hour lunch.

B. There will be no less than 3.5 teacher work days annually.

7.7 Other Duties. Other duties performed by a teacher outside of the workday, or as assigned by the administrator, (which are not mandatory), will be paid at a rate of \$18 per hour. Interested staff will be given equitable opportunity to sign up. The building principal will make the final decision.

7.8 Teacher compensation for covering another's class will be paid \$18.00 per hour or hours may be accumulated and exchanged for additional half days or full days off. If a teacher covers a portion of a class, they will be paid proportionately. This compensation will be paid when coverage is requested by the administrator or designee. The principal or supervisor should be notified, preferably, 48 hours in advance to allow time to arrange for a substitute, if necessary.

7.9 Stipend Positions. Stipend positions will have a written job description. Teachers will be encouraged to express interest for consideration of available positions. Supervisors of the program will develop, and implement, a method of evaluation based upon the job description.

ARTICLE 8 - TEACHER EVALUATION PROCESS

8.1 Responsibility for Evaluation. The building principal, program administrator, assistant principal or dean, or superintendent 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.

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 Timeline for Evaluation Summaries. Evaluations summaries will be completed according to state requirements see the general evaluation timeline in Appendix B. Specific dates for each school year will be updated and distributed. Adjustments to the timeline may be mutually agreed upon by the evaluator and the evaluatee in writing.

8.4 Evaluation of Teachers.

A. All teachers will be evaluated according to the evaluation schedule. Probationary teachers will receive two formal observations each school year. All non-probationary teachers will receive one formal observation each school year. An agreed upon time will be set for observations.

B. Prior to each formal observation a pre-conference between the teacher and the administrator will be held to explain the observation process, to review annual goals, and to discuss the lesson to be observed. (see Appendix “B” for criteria)

C. Each observation will be a minimum of one lesson or classroom period.

D. A post-conference between the administrator and the teacher will be held within ten working days following each formal observation. 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. Written feedback will be shared by the administrator during the post-observation conference. The feedback will:

- 1) Specifically identify when a direct observation was made.
- 2) Be specific as to the strengths and weakness in the performance of the individual being appraised.
- 3) Contain written strategies for improvement, where necessary, which shall be specific as to what improvements are needed in the performance of the teacher.

F. Informal observations will occur throughout the year and data collected through this process will be used to inform the evaluation process.

G. The teacher will have the opportunity to respond in writing to the observation or 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 Remediation Plan.

A. If a non-probationary teacher is judged to be deficient in any one of the quality standards 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.

8.6 Other Provisions of the Teacher Evaluation Process.

A. No audio or video 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 PROCESS

9.1 Disciplinary action will be separate from the evaluation process except in the case where a directive related to performance is not followed. In the event that a concern arises regarding a teacher, the following process will be utilized to resolve the issue. Serious infractions may result in the skipping of steps.

A. Administrator will initiate a non-disciplinary conversation to assess the situation. The conversation will include an opportunity for the employee to share their perspective. The administrator will clarify expectations. If needed, supports will be identified collaboratively.

Administrator will provide a follow-up memo to document the conversation within three school days of the meeting.

B. If the concern continues or a new concern arises, the administrator will schedule a non-disciplinary meeting to discuss the concern. The conversation will include an opportunity for the employee to share their perspective. The administrator will clarify expectations. If needed, supports will be identified collaboratively. Employee may request representation for this meeting. If needed, the meeting will be rescheduled for within two working days so that the entitled representation may be secured.

If deemed necessary, the employee will be provided at the meeting with a **non-disciplinary Letter of Concern**. This letter will expire at the end of the school year if no further disciplinary action is warranted. This letter will be placed in the administrator's file.

C. If the concern continues or a new concern arises, the administrator will schedule a disciplinary meeting to discuss the concern. The conversation will include an opportunity for the employee to share their perspective. The administrator will clarify expectations. If needed, supports will be identified collaboratively. Employee may request representation for this meeting. If needed, the meeting will be rescheduled for within two working days so that the entitled representation may be secured.

If deemed necessary, the employee will be provided at the meeting with a **Letter of Reprimand** that may include further disciplinary action. This letter will be placed in the employee's personnel file.

9.2 Just Cause Requirement. No teacher will be disciplined without just cause.

9.3 Conferences To Be Prearranged. When possible, a conference with teacher which could involve the imposition of discipline against the teacher will be prearranged.

9.4 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.

ARTICLE 10 - LEAVES

10.1 Sick Leave.

A Each teacher shall earn eight 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 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 four personal leave days each year. Three of the personal leave days may be accumulated and used the following year. At any time a maximum of six personal leave days may be accumulated. A maximum of four 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 Leave

A. 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.

B. A teacher who has exhausted their sick and/or personal leave days may appeal to the Superintendent and be granted leave with pay or will be docked at the substitute pay rate (at the discretion of the Superintendent).

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 a 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. 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.

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 14th day of May, 2016.

LAKE COUNTY EDUCATION
ASSOCIATION

LAKE COUNTY SCHOOL DISTRICT R-1
LAKE COUNTY, CO

by:

Jeff Spencer, CO-President
Date _____

by:

Erin Farrow, CO-President
Date _____
LCEA

by:

Amy Frykholm, President Date
Lake County Board of Education

by: _____
Harmony Jump, Secretary
Date
Lake County Board of Education

ATTEST:

by:

Wendy Wyman, Superintendent Date

by:

LCEA Representative Date

Appendix "A"
Salary Schedule
2016-2017 Certified Teacher Salary Schedule
Lake County School District

STEP	BA	BA +8	BA +16	BA +24	BA +32	MA (or 40 hours)	MA +8 (or 48 hours)	MA +16 (or 56 hours)	MA +24 (or 64 hours)	MA +32 (or 72 hours)	MA +40 (or 80 hours)
A	32,550	33,120	33,690	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250
B	33,120	33,690	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820
C	33,690	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390
D	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960
E	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530
F	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100
G	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670
H	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240
I	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810
J	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380
K		38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380	43,950
L		39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380	43,950	44,520
M			40,530	41,100	41,670	42,240	42,810	43,380	43,950	44,520	45,090
N			41,100	41,670	42,240	42,810	43,380	43,950	44,520	45,090	45,660
O				42,240	42,810	43,380	43,950	44,520	45,090	45,660	46,230
P				42,810	43,380	43,950	44,520	45,090	45,660	46,230	46,800
Q					43,950	44,520	45,090	45,660	46,230	46,800	47,370
R					44,520	45,090	45,660	46,230	46,800	47,370	47,940
S					45,090	45,660	46,230	46,800	47,370	47,940	48,510
T					45,660	46,230	46,800	47,370	47,940	48,510	49,080
U					46,230	46,800	47,370	47,940	48,510	49,080	49,650
V					46,800	47,370	47,940	48,510	49,080	49,650	50,220
W					47,370	47,940	48,510	49,080	49,650	50,220	50,790
X					47,940	48,510	49,080	49,650	50,220	50,790	51,360
Y					48,510	49,080	49,650	50,220	50,790	51,360	51,930
Z					49,080	49,650	50,220	50,790	51,360	51,930	52,500
AA					49,650	50,220	50,790	51,360	51,930	52,500	53,070
BB					50,220	50,790	51,360	51,930	52,500	53,070	53,640
CC					50,790	51,360	51,930	52,500	53,070	53,640	54,210
DD					51,360	51,930	52,500	53,070	53,640	54,210	54,780

2017-2018 Salary Schedule

Certified Teaching Staff

STEP	BA	BA +8	BA +16	BA +24	BA +32	MA (or 40 hours)	MA +8 (or 48 hours)	MA +16 (or 56 hours)	MA +24 (or 64 hours)	MA +32 (or 72 hours)	MA +40 (or 80 hours)
A	33,690	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390
B	34,260	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960
C	34,830	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530
D	35,400	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100
E	35,970	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670
F	36,540	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240
G	37,110	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810
H	37,680	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380
I	38,250	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380	43,950
J	38,820	39,390	39,960	40,530	41,100	41,670	42,240	42,810	43,380	43,950	44,520
K		39,960	40,530	41,100	41,670	42,240	42,810	43,380	43,950	44,520	45,090
L		40,530	41,100	41,670	42,240	42,810	43,380	43,950	44,520	45,090	45,660
M			41,670	42,240	42,810	43,380	43,950	44,520	45,090	45,660	46,230
N			42,240	42,810	43,380	43,950	44,520	45,090	45,660	46,230	46,800
O				43,380	43,950	44,520	45,090	45,660	46,230	46,800	47,370
P				43,950	44,520	45,090	45,660	46,230	46,800	47,370	47,940
Q					45,090	45,660	46,230	46,800	47,370	47,940	48,510
R					45,660	46,230	46,800	47,370	47,940	48,510	49,080
S					46,230	46,800	47,370	47,940	48,510	49,080	49,650
T					46,800	47,370	47,940	48,510	49,080	49,650	50,220
U					47,370	47,940	48,510	49,080	49,650	50,220	50,790
V					47,940	48,510	49,080	49,650	50,220	50,790	51,360
W					48,510	49,080	49,650	50,220	50,790	51,360	51,930
X					49,080	49,650	50,220	50,790	51,360	51,930	52,500
Y					49,650	50,220	50,790	51,360	51,930	52,500	53,070
Z					50,220	50,790	51,360	51,930	52,500	53,070	53,640
AA					50,790	51,360	51,930	52,500	53,070	53,640	54,210
BB					51,360	51,930	52,500	53,070	53,640	54,210	54,780
CC					51,930	52,500	53,070	53,640	54,210	54,780	55,350
DD					52,500	53,070	53,640	54,210	54,780	55,350	55,920

- In-district professional development credit or approved PD credit starts accumulating June 1, 2013.
- Professional Development hours (not college credits) must be approved by building administrator or supervisor.
- One PD credit hour = 15 contact hours; One college credit hour = 15 contact hours.
- Salary schedule applies to certified staff members.
- Based on 179 contract days.
- A maximum of 15 years will be given for related educational experience upon entering the district.

**2018-2019 Salary Schedule
Certified Teaching Staff**

STEP	BA	BA +8	BA +16	BA +24	BA +32	MA (or 40 hours)	MA +8 (or 48 hours)	MA +16 (or 56 hours)	MA +24 (or 64 hours)	MA +32 (or 72 hours)	MA +40 (or 80 hours)
A	34,605	35,175	35,745	36,315	36,885	37,455	38,025	38,595	39,165	39,735	40,305
B	35,175	35,745	36,315	36,885	37,455	38,025	38,595	39,165	39,735	40,305	40,875
C	35,745	36,315	36,885	37,455	38,025	38,595	39,165	39,735	40,305	40,875	41,445
D	36,315	36,885	37,455	38,025	38,595	39,165	39,735	40,305	40,875	41,445	42,015
E	36,885	37,455	38,025	38,595	39,165	39,735	40,305	40,875	41,445	42,015	42,585
F	37,455	38,025	38,595	39,165	39,735	40,305	40,875	41,445	42,015	42,585	43,155
G	38,025	38,595	39,165	39,735	40,305	40,875	41,445	42,015	42,585	43,155	43,725
H	38,595	39,165	39,735	40,305	40,875	41,445	42,015	42,585	43,155	43,725	44,295
I	39,165	39,735	40,305	40,875	41,445	42,015	42,585	43,155	43,725	44,295	44,865
J	39,735	40,305	40,875	41,445	42,015	42,585	43,155	43,725	44,295	44,865	45,435
K		40,875	41,445	42,015	42,585	43,155	43,725	44,295	44,865	45,435	46,005
L		41,445	42,015	42,585	43,155	43,725	44,295	44,865	45,435	46,005	46,575
M			42,585	43,155	43,725	44,295	44,865	45,435	46,005	46,575	47,145
N			43,155	43,725	44,295	44,865	45,435	46,005	46,575	47,145	47,715
O				44,295	44,865	45,435	46,005	46,575	47,145	47,715	48,285
P				44,865	45,435	46,005	46,575	47,145	47,715	48,285	48,855
Q					46,005	46,575	47,145	47,715	48,285	48,855	49,425
R					46,575	47,145	47,715	48,285	48,855	49,425	49,995
S					47,145	47,715	48,285	48,855	49,425	49,995	50,565
T					47,715	48,285	48,855	49,425	49,995	50,565	51,135
U					48,285	48,855	49,425	49,995	50,565	51,135	51,705
V					48,855	49,425	49,995	50,565	51,135	51,705	52,275
W					49,425	49,995	50,565	51,135	51,705	52,275	52,845
X					49,995	50,565	51,135	51,705	52,275	52,845	53,415
Y					50,565	51,135	51,705	52,275	52,845	53,415	53,985
Z					51,135	51,705	52,275	52,845	53,415	53,985	54,555
AA					51,705	52,275	52,845	53,415	53,985	54,555	55,125
BB					52,275	52,845	53,415	53,985	54,555	55,125	55,695
CC					52,845	53,415	53,985	54,555	55,125	55,695	56,265
DD					53,415	53,985	54,555	55,125	55,695	56,265	56,835

- In-district professional development credit or approved PD credit starts accumulating June 1, 2013.
- Professional Development hours (not college credits) must be approved by building administrator or supervisor.
- One PD credit hour = 15 contact hours; One college credit hour = 15 contact hours.
- Salary schedule applies to certified staff members.
- Based on 179 contract days.
- A maximum of 15 years will be given for related educational experience upon entering the district.

Appendix “B” Educator Rubric

Rubric for Evaluating Colorado Teachers

Effective teachers in the state of Colorado have the knowledge, skills and commitments needed to provide excellent and equitable learning opportunities and growth for all students. They strive to support growth and development, close achievement gaps and to prepare diverse student populations for postsecondary and workforce success (**See Appendix E**). Effective teachers facilitate mastery of content and skill development and employ and adjust evidence-based strategies and approaches for students who are not achieving mastery and students who need acceleration. They also develop in students the skills, interests and abilities necessary to be lifelong learners, as well as for democratic and civic participation. Effective teachers communicate high expectations to students and their families and utilize diverse strategies to engage them in a mutually supportive teaching and learning environment. Because effective teachers understand that the work of ensuring meaningful learning opportunities for all students cannot happen in isolation, they engage in collaboration, continuous reflection, on-going learning and leadership within the profession.

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT A: Teachers provide instruction that is aligned with the Colorado Academic Standards; their district’s organized plan of instruction; and the individual needs of their students.				
<p>THE TEACHER uses lesson plans that reflect:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Opportunities to review prior learning.</i> <input type="radio"/> <i>Instructional objectives appropriate for students.</i> <input type="radio"/> <i>Connections to specific learning objectives and approved curriculum.</i> 	<p>... and</p> <p>THE TEACHER implements lesson plans based on:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Student needs.</i> <input type="radio"/> <i>Colorado Academic Standards.</i> <input type="radio"/> <i>District’s plan of instruction.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collaborates with other school staff to vertically and horizontally align, articulate and deliver the approved curriculum. 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Interact with the rigorous and challenging content.</i> <input type="radio"/> <i>Perform at a level consistent with or above expectations.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Discuss strengths and next steps regarding their learning with their teacher(s).</i>
<ul style="list-style-type: none"> <input type="radio"/> Professional Practice is Observable during a classroom observation. <input type="checkbox"/> Professional Practice is Not Observable during a classroom observation. 				

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT B: Teachers demonstrate knowledge of student literacy development in reading, writing, speaking and listening.				
This section describes professional practices that should be demonstrated by ALL TEACHERS, regardless of grade level or subject taught.				
THE TEACHER: <input type="radio"/> <i>Demonstrates an understanding of literacy content and skills.</i>	... and THE TEACHER <i>makes complex reading accessible to students by:</i> <input type="radio"/> <i>Adjusting content to students' skill levels.</i> <input type="radio"/> <i>Integrating literacy skills and knowledge into lessons.</i> <input type="radio"/> <i>Providing relevant content that addresses students' interests.</i>	... and THE TEACHER <i>provides instructional support that enhances students':</i> <input type="radio"/> <i>Critical thinking and reasoning.</i> <input type="radio"/> <i>Information literacy.</i> <input type="radio"/> <i>Literacy skill development.</i>	... and STUDENTS <i>meet or exceed expectations for:</i> <input type="radio"/> <i>Oral communication.</i> <input type="radio"/> <i>Written communication.</i> <input type="radio"/> <i>Critical thinking.</i> <input type="radio"/> <i>Problem solving skills.</i> <input type="radio"/> <i>Literacy skills.</i>	... and STUDENTS <input type="radio"/> <i>Apply literacy skills to understand complex materials.</i>

ELEMENT B: Teachers demonstrate knowledge of student literacy development in reading, writing, speaking and listening.				
This section describes professional practices that should be demonstrated by				
ELEMENTARY TEACHERS responsible for teaching language arts and/or reading.				
THE TEACHER: <input type="radio"/> <i>Integrates literacy connections into lessons regardless of content being taught.</i>	... and THE TEACHER <i>integrates literacy skills into lessons and assignments, including:</i> <input type="radio"/> <i>Phonological awareness.</i> <input type="radio"/> <i>Phonics.</i> <input type="radio"/> <i>Vocabulary.</i> <input type="radio"/> <i>Comprehension.</i> <input type="radio"/> <i>Fluency.</i> <input type="radio"/> <i>Writing.</i> <input type="radio"/> <i>Speaking.</i> <input type="radio"/> <i>Listening skills.</i> <i>Engages students in instruction that is:</i> <input type="radio"/> <i>Purposeful.</i> <input type="radio"/> <i>Explicit.</i> <input type="radio"/> <i>Systematic.</i>	... and THE TEACHER <i>provides literacy instruction that is:</i> <input type="radio"/> <i>Needs-based.</i> <input type="radio"/> <i>Intensive.</i> <input type="radio"/> <i>Of sufficient duration to accelerate learning.</i>	... and STUDENTS <i>apply literacy skills (reading, writing, speaking and listening):</i> <input type="radio"/> <i>To new/unfamiliar material.</i> <input type="radio"/> <i>While communicating during unstructured time.</i>	... and STUDENTS: <i>exceed teacher's expectations for students of their age, grade, and/or ability levels in:</i> <input type="radio"/> <i>Reading.</i> <input type="radio"/> <i>Writing.</i> <input type="radio"/> <i>Speaking.</i> <input type="radio"/> <i>Listening.</i>
<input type="radio"/> Professional Practice is Observable during a classroom observation. <input type="checkbox"/> Professional Practice is Not Observable during a classroom observation.				

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT B: Teachers demonstrate knowledge of student literacy development in reading, writing, speaking and listening.

This section describes professional practices that should be demonstrated by

SECONDARY TEACHERS responsible for teaching English, language arts and/or reading.

	... and THE TEACHER	... and THE TEACHER	... and STUDENTS	... and STUDENTS
THE TEACHER: <input type="radio"/> <i>Teaches and provides opportunities for students to apply literacy skills.</i>	THE TEACHER <i>integrates literacy skills into lessons, including:</i> <ul style="list-style-type: none"> <input type="radio"/> <i>Vocabulary.</i> <input type="radio"/> <i>Comprehension.</i> <input type="radio"/> <i>Fluency.</i> <input type="radio"/> <i>Writing.</i> <input type="radio"/> <i>Speaking.</i> <input type="radio"/> <i>Listening skills.</i> <i>Engages students in instruction that is:</i> <ul style="list-style-type: none"> <input type="radio"/> <i>Purposeful.</i> <input type="radio"/> <i>Explicit.</i> <input type="radio"/> <i>Systematic.</i> 	THE TEACHER <i>provides literacy instruction that is:</i> <ul style="list-style-type: none"> <input type="radio"/> <i>Needs-based.</i> <input type="radio"/> <i>Intensive.</i> <input type="radio"/> <i>Of sufficient duration to accelerate learning.</i> 	STUDENTS <i>apply literacy skills (reading, writing, speaking and listening):</i> <ul style="list-style-type: none"> <input type="radio"/> <i>To new/unfamiliar material.</i> <input type="radio"/> <i>While communicating during the school day.</i> 	STUDENTS <i>exceed teacher's expectations for students of their age, grade, and/or ability level in:</i> <ul style="list-style-type: none"> <input type="radio"/> <i>Reading.</i> <input type="radio"/> <i>Writing.</i> <input type="radio"/> <i>Speaking.</i> <input type="radio"/> <i>Listening.</i>

- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is **Not Observable** during a classroom observation.

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT C: Teachers demonstrate knowledge of mathematics and understand how to promote student development in numbers and operations, algebra, geometry and measurement and data analysis and probability.

This section describes professional practices that should be demonstrated by **ALL TEACHERS**, regardless of grade level or subject taught.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
<p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Encourages students to make math connections across content.</i>	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Emphasizes to students why they need to learn math content and skills.</i>○ <i>Uses instructional strategies that require students to apply and transfer mathematical knowledge to different content areas.</i>	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Emphasizes interdisciplinary connections to math.</i>	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none">○ <i>Share ideas and solutions to challenging problems.</i>○ <i>Use the language of math to talk about what they are doing.</i>	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none">○ <i>Interpret mathematical information in ways that make it relevant to their learning.</i>

- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is **Not Observable** during a classroom observation.

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT C: Teachers demonstrate knowledge of mathematics and understand how to promote student development in numbers and operations, algebra, geometry and measurement and data analysis and probability.

This section describes professional practices that should be demonstrated by Teachers responsible for teaching math.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
<p>THE TEACHER <i>focuses math instruction beyond:</i></p> <ul style="list-style-type: none"> ○ Recall of facts. ○ Development of computational skills. ○ Math as a series of rote procedures. <p>Models:</p> <ul style="list-style-type: none"> ○ Appropriate mathematical communication. ○ A variety of mathematical practices. 	<p>... and</p> <p>THE TEACHER <i>presents concepts:</i></p> <ul style="list-style-type: none"> ○ In sequence. ○ In a manner appropriate to students' age and grade. ○ Helps students understand mathematics as a discipline. ○ Provides a balance of teaching for conceptual understanding and teaching for procedural fluency. ○ Models mathematical thinking. 	<p>... and</p> <p>THE TEACHER <i>establishes an effective mathematics environment by:</i></p> <ul style="list-style-type: none"> ○ Challenging students to think deeply about the problems. ○ Requiring students to explain their solutions. ○ Posing questions that stimulate students' curiosity and encourage them to investigate further. ○ Actively engaging students in doing math. ○ Using real-world examples for problems whenever possible. 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ Solve problems in a variety of ways. ○ Demonstrate mathematical thinking by explaining their thinking to each other and to their teacher. 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ Recognize when they make procedural errors and take steps to correct them.

- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is **Not Observable** during a classroom observation.

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT D: Teachers demonstrate knowledge of the content, central concepts, tools of inquiry, appropriate evidence-based instructional practices and specialized character of the disciplines being taught.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Breaks down concepts into instructional parts and teaches each part using appropriate, effective strategies and/or tools.</i> ○ <i>Uses instructional materials that are accurate and appropriate for the lesson being taught.</i> ○ <i>Employs a variety of instructional strategies to address student needs.</i> 	<p>... and</p> <p>THE TEACHER <i>provides explanations of content that are:</i></p> <ul style="list-style-type: none"> ○ <i>Accurate.</i> ○ <i>Clear.</i> ○ <i>Concise.</i> ○ <i>Comprehensive.</i> 	<p>... and</p> <p>THE TEACHER <i>engages students in:</i></p> <ul style="list-style-type: none"> ○ <i>A variety of explanations and multiple representations of concepts and ideas.</i> ○ <i>A variety of inquiry methods to explore new ideas and theories.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Develop a variety of explanations and multiple representations of concepts.</i> ○ <i>Build on the skills and knowledge learned in the classroom to engage in more complex concepts, ideas and theories.</i> <p><i>Use a variety of inquiry tools and strategies to:</i></p> <ul style="list-style-type: none"> ○ <i>Learn content.</i> ○ <i>Understand central concepts.</i> ○ <i>Answer complex questions.</i> ○ <i>Problem solve.</i> 	<p>... and</p> <p>STUDENTS <i>routinely:</i></p> <ul style="list-style-type: none"> ○ <i>Choose challenging tasks and instructional materials.</i> ○ <i>Apply newly learned content skills to unique situations and different disciplines.</i> ○ <i>Discuss ideas and content that are intellectually challenging to them.</i>
<ul style="list-style-type: none"> ○ Professional Practice is Observable during a classroom observation. □ Professional Practice is Not Observable during a classroom observation. 				

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT E: Teachers develop lessons that reflect the interconnectedness of content areas/disciplines.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Emphasizes key concepts and connects them to other powerful ideas within the content area.</i> ○ <i>Connects lessons to other disciplines and/or content areas.</i> 	<p>... and</p> <p>THE TEACHER</p> <p><i>implements instructional strategies to ensure that instruction:</i></p> <ul style="list-style-type: none"> ○ <i>Articulates content and interdisciplinary connections.</i> ○ <i>Integrates literacy skills across content areas.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Clarifies and elaborates on interdisciplinary connections for students.</i> ○ <i>Employs instructional strategies that include literacy, numeracy and language development across content areas.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Make connections between other disciplines and/or content areas and the current lesson.</i> ○ <i>Apply literacy skills across academic content areas.</i> ○ <i>Apply math skills across academic content areas.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Accelerate their learning by elaborating on current lesson with connections to prior lessons within the content area and/or with other disciplines.</i>
<ul style="list-style-type: none"> ○ Professional Practice is Observable during a classroom observation. □ Professional Practice is Not Observable during a classroom observation. 				

QUALITY STANDARD II

Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT A: Teachers foster a predictable learning environment in the classroom in which each student has a positive, nurturing relationship with caring adults and peers.				
<p>THE TEACHER <i>creates a classroom environment that facilitates:</i></p> <ul style="list-style-type: none"> ○ <i>Mutual respect.</i> ○ <i>Positive relationships between and among students.</i> ○ <i>Empathy for each student.</i> 	<p>... and THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Creates a classroom environment conducive to learning.</i> 	<p>... and THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Creates a classroom environment which values diverse perspectives.</i> ○ <i>Establishes a nurturing and caring relationship with each student.</i> 	<p>... and STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Respect their classmates and teacher(s).</i> 	<p>... and STUDENTS' <i>interactions with their teacher(s) and each other:</i></p> <ul style="list-style-type: none"> ○ <i>Are respectful.</i> ○ <i>Demonstrate mutual support.</i>

ELEMENT B: Teachers demonstrate a commitment to and respect for diversity, while working toward common goals as a community and as a country.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Creates a classroom environment in which diversity is used to further student learning.</i> 	<p>... and THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Uses instructional approaches and materials that reflect diverse backgrounds and experiences.</i> ○ <i>Acknowledges the value of each student's contributions to the quality of lessons.</i> ○ <i>Is welcoming to diverse family structures.</i> 	<p>... and THE TEACHER <i>establishes processes that result in:</i></p> <ul style="list-style-type: none"> ○ <i>A sense of community among students.</i> ○ <i>Effective interactions among students.</i> ○ <i>Respect for individual differences.</i> ○ <i>Positive social relationships.</i> ○ <i>Common goals for all students.</i> 	<p>... and STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Respect the uniqueness of fellow students.</i> 	<p>... and STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Seek a variety of perspectives to complete group assignments.</i>
<p>○ Professional Practice is Observable during a classroom observation. □ Professional Practice is Not Observable during a classroom observation.</p>				

QUALITY STANDARD II

Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT C: Teachers engage students as individuals with unique interests and strengths.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Implements lessons that reflect student interests.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Encourages students to expand and enhance their learning.</i> ○ <i>Acknowledges students for their accomplishments.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Asks appropriately challenging questions of all students.</i> ○ <i>Scaffolds questions.</i> ○ <i>Gives wait time equitably.</i> ○ <i>Ensures that all students participate in class activities.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Actively engage in classroom activities.</i> ○ <i>Discuss content and make connections between current lesson and their interests.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Encourage fellow students to participate and challenge themselves.</i> ○ <i>Engage in collaborative learning and group processes.</i>
ELEMENT D: Teachers adapt their teaching for the benefit of all students, including those with special needs, across a range of ability levels.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Adapts learning environment to address individual student needs.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> □ <i>Designs instruction to address learning needs of all students.</i> ○ <i>Monitors the quality of student participation and performance.</i> ○ <i>Implements recommendations of specialists and colleagues to address student needs.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> □ <i>Solicits additional input from colleagues to better understand students' learning needs.</i> ○ <i>Challenges and supports students to learn to their greatest ability.</i> 	<p>... and</p> <p>STUDENTS</p> <p><i>advocate for themselves by:</i></p> <ul style="list-style-type: none"> ○ <i>Articulating their learning needs to their teacher and/or parent.</i> ○ <i>Communicating freely and openly with teachers about circumstances that affect their classroom performance.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Apply coping skills such as self-reflection, self-regulation and persistence to classroom situations.</i> ○ <i>Help fellow classmates by offering support.</i>
<ul style="list-style-type: none"> ○ Professional Practice is Observable during a classroom observation. □ Professional Practice is Not Observable during a classroom observation. 				

QUALITY STANDARD II

Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT E: Teachers provide proactive, clear and constructive feedback to families about student progress and work collaboratively with the families and significant adults in the lives of their students.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Establishes a classroom environment that is inviting to families and significant adults.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Maintains respectful relationships with students, their families, and/or significant adults.</i> <input type="checkbox"/> Uses a variety of methods to initiate communication with families and significant adults. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides clear and accurate feedback to parents and significant adults regarding student needs and progress. <input type="checkbox"/> Coordinates flow of information between families and colleagues who provide student services. 	<p>... and</p> <p>FAMILIES AND SIGNIFICANT ADULTS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Discuss student performance with the teacher. <input type="checkbox"/> Participate in school-based activities. 	<p>... and</p> <p>FAMILIES AND SIGNIFICANT ADULTS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Partner with the teacher to support student strengths and address next steps for learning.
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ELEMENT F: Teachers create a learning environment characterized by acceptable student behavior, efficient use of time and appropriate intervention strategies.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Provides clear expectations to guide student classroom behavior.</i> <input type="radio"/> <i>Holds students accountable for adherence to school and/or class rules.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Puts procedures in place to maximize instructional time.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Makes maximum use of instructional time.</i> <input type="radio"/> <i>Maintains a safe and orderly environment.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Stay on task during class periods.</i> <input type="radio"/> <i>Abide by school and class rules.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> <input type="radio"/> <i>Accept responsibility for their behavior and use of time.</i> <input type="radio"/> <i>Help other students stay on task.</i>
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- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is Not Observable during a classroom observation.

Evaluator Comments (Required for Ratings of "Basic" or "Partially Proficient" and recommended for all rating levels):

Comments of Person Being Evaluated (Please indicate the element for which the comment applies if not for the standard as a whole):

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT A: Teachers demonstrate knowledge of current developmental science, the ways in which learning takes place and the appropriate levels of intellectual, social and emotional development of their students.				
THE TEACHER: <input type="radio"/> <i>Modifies content to assure that students are able to work at their ability levels.</i>	... and THE TEACHER: <input type="checkbox"/> Studies recent/current research to expand personal knowledge of how students learn. <input type="radio"/> <i>Builds on the interrelatedness of students' intellectual, social and emotional development.</i>	... and THE TEACHER: <input type="checkbox"/> Collaborates with colleagues with expertise in developmental science to improve the quality of instruction. <input type="radio"/> <i>Applies knowledge of current developmental science to address student needs.</i>	... and STUDENTS: <input type="radio"/> <i>Seek materials and resources appropriate for their personal approach to learning.</i>	... and STUDENTS <i>seek to understand:</i> <input type="radio"/> <i>How they learn best.</i> <input type="radio"/> <i>Where their time and efforts are best used.</i>

ELEMENT B: Teachers plan and consistently deliver instruction that draws on results of student assessments, is aligned to academic standards and advances students' level of content knowledge and skills.				
THE TEACHER: <input type="checkbox"/> Uses assessment results to guide adjustments to instruction. <input type="radio"/> <i>Has specific student outcomes in mind for each lesson.</i>	... and THE TEACHER: <input type="radio"/> <i>Aligns instruction with academic standards and student assessment results.</i> <input type="radio"/> <i>Monitors instruction against student performance and makes real-time adjustments.</i> <input type="radio"/> <i>Assesses required skills.</i>	... and THE TEACHER: <input type="radio"/> <i>Encourages students to take academic risks.</i> <input type="radio"/> <i>Makes sure students meet learning objectives while increasing mastery levels.</i>	... and STUDENTS: <input type="radio"/> <i>Monitor their level of engagement.</i> <input type="radio"/> <i>Confer with the teacher to achieve learning objectives.</i>	... and STUDENTS: <input type="radio"/> <i>Initiate activities to address their learning strengths and next steps.</i> <input type="radio"/> <i>Take academic risks.</i>
<input type="radio"/> Professional Practice is Observable during a classroom observation. <input type="checkbox"/> Professional Practice is Not Observable during a classroom observation.				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT C: Teachers demonstrate a rich knowledge of current research on effective instructional practices to meet the developmental and academic needs of their students.				
THE TEACHER: <ul style="list-style-type: none"> ○ <i>Incorporates evidence-based strategies into lessons.</i> 	... and THE TEACHER: <ul style="list-style-type: none"> □ <i>Makes connections between student data and research-based practices.</i> 	... and THE TEACHER: <ul style="list-style-type: none"> ○ <i>Individualizes instructional approach to meet unique needs of each student.</i> 	... and STUDENTS: <ul style="list-style-type: none"> ○ <i>Embrace new and unique ways of learning as they are introduced through research-based lessons.</i> 	... and STUDENTS: <ul style="list-style-type: none"> ○ <i>Apply skills and knowledge learned in the classroom.</i>

ELEMENT D: Teachers thoughtfully integrate and utilize appropriate available technology in their instruction to maximize student learning.

THE TEACHER: <ul style="list-style-type: none"> ○ <i>Uses available technology to facilitate classroom instruction.</i> 	... and THE TEACHER: <ul style="list-style-type: none"> ○ <i>Employs strategies and procedures to ensure that students have equitable access to available technology.</i> ○ <i>Monitors the use of available technology in the classroom.</i> 	... and THE TEACHER <i>uses available technology to:</i> <ul style="list-style-type: none"> ○ <i>Enhance student learning.</i> ○ <i>Develop students' knowledge and skills.</i> ○ <i>Enhance creative and innovative skills.</i> ○ <i>Provide engaging and motivating learning experiences.</i> 	... and STUDENTS <i>use available technology to engage in:</i> <ul style="list-style-type: none"> ○ <i>Virtual or face-to-face learning activities.</i> ○ <i>Real world applications.</i> 	... and STUDENTS <i>use available technology to:</i> <ul style="list-style-type: none"> ○ <i>Accelerate their learning.</i> ○ <i>Apply team building and networking skills.</i> ○ <i>Deepen critical thinking skills.</i> ○ <i>Communicate effectively.</i>
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QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT E: Teachers establish and communicate high expectations for all students and plan instruction that helps students develop critical-thinking and problem solving skills.				
<p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Has high expectations for all students.</i>○ <i>Holds students accountable for their learning.</i>	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Sets student expectations at a level that challenges students.</i>○ <i>Incorporates critical thinking and problem-solving skills.</i>	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none">○ <i>Challenges all students to learn to their greatest ability.</i>○ <i>Teaches higher-order thinking and problem-solving skills.</i>○ <i>Ensures that students perform at levels meeting or exceeding expectations.</i>	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none">○ <i>Help set their learning objectives.</i>○ <i>Apply higher-order thinking and problem-solving skills to address challenging issues.</i>	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none">○ <i>Monitor their progress toward achieving teacher's high expectations.</i>○ <i>Seek opportunities to expand and enhance their problem-solving and higher order thinking skills.</i>
<p>○ Professional Practice is Observable during a classroom observation.</p> <p>□ Professional Practice is Not Observable during a classroom observation.</p>				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT F: Teachers provide students with opportunities to work in teams and develop leadership qualities.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Includes all students in individual and group activities.</i> 	<p>... and</p> <p>THE TEACHER</p> <p><i>plans lessons that:</i></p> <ul style="list-style-type: none"> ○ <i>Provide opportunities for students to participate using various roles and modes of communication.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Flexibly groups students.</i> ○ <i>Adjusts team composition based on learning objectives and student needs.</i> ○ <i>Varies group size, composition and tasks to create opportunities for students to learn from each other.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Fulfill their assigned roles within the team.</i> ○ <i>Assume leadership roles in their teams.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Utilize group processes to build trust and promote effective interactions among team members.</i> ○ <i>Participate in teams in ways that build trust and ownership of ideas among team members.</i>

ELEMENT G: Teachers communicate effectively, making learning objectives clear and providing appropriate models of language.				
<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Communicates effectively with students.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Models effective communication skills.</i> ○ <i>Encourages students to communicate effectively.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Teaches students to be effective communicators.</i> ○ <i>Provides opportunities for students to practice</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Apply effective written and oral communication skills in their work.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Use academic language in spoken and written work.</i>
<ul style="list-style-type: none"> ○ Professional Practice is Observable during a classroom observation. □ Professional Practice is Not Observable during a classroom observation. 				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT H: Teachers use appropriate methods to assess what each student has learned, including formal and informal assessments and use results to plan further instruction.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> ○ <i>Involves students in monitoring their learning.</i> ○ <i>Assesses learning outcomes appropriately.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> □ Implements appropriate strategies for assigning grades. □ Evaluates student performance based on multiple measures. □ Includes documentation of student progress toward mastery of state content standards in 	<p>... and</p> <p>THE TEACHER</p> <p><i>provides actionable, timely, specific and individualized feedback about the quality of student work to:</i></p> <ul style="list-style-type: none"> ○ <i>Students.</i> □ Families and significant adults. □ Other professionals who work with students. ○ <i>Teaches students to use feedback to improve their learning.</i> 	<p>... and</p> <p>STUDENTS:</p> <ul style="list-style-type: none"> ○ <i>Self-assess on a variety of skills and concepts.</i> ○ <i>Articulate their personal strengths and needs based on self-assessment.</i> ○ <i>Effectively use formal and informal feedback to monitor their learning.</i> 	<p>... and</p> <p>STUDENTS</p> <p><i>assume ownership for:</i></p> <ul style="list-style-type: none"> ○ <i>Monitoring their progress.</i> ○ <i>Setting learning goals.</i> ○ <i>Applying teacher feedback to improve performance and accelerate their learning.</i>
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- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is Not Observable during a classroom observation.

Evaluator Comments (Required for Ratings of "Basic" or "Partially Proficient" and recommended for all rating levels):

Comments of Person Being Evaluated (Please indicate the element for which the comment applies if not for the standard as a whole):

QUALITY STANDARD IV

Teachers reflect on their practice.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT A: Teachers demonstrate that they analyze student learning, development and growth and apply what they learn to improve their practice.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collects and analyzes student data to inform instruction. <p>Uses data to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Support student learning. <input type="checkbox"/> Inform practice. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collects multiple examples of student work to determine student progress over time. 	<p>... and</p> <p>THE TEACHER</p> <p>applies knowledge of how students learn and their prior knowledge to the development of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Lesson plans. <input type="checkbox"/> Instructional strategies. 	<p>... and</p> <p>THE TEACHER</p> <p>develops student learning plans based on:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Multiple examples of student work. <input type="checkbox"/> Other data points. <input type="checkbox"/> Information gathered from students, families and colleagues. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Monitors and evaluates personal behavioral changes to determine what works for students.
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ELEMENT B: Teachers link professional growth to their professional goals.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Implements performance feedback from supervisor and/or colleagues to improve practice. <p>Actively engages in professional development focused on:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Addressing student needs. <input type="checkbox"/> School and district initiatives. <input type="checkbox"/> Meeting professional goals. 	<p>... and</p> <p>THE TEACHER</p> <p>engages in professional development activities based on:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Likelihood of having a positive impact on student learning. <input type="checkbox"/> Alignment with Colorado Academic Standards and school and district initiatives. <input type="checkbox"/> Current research. <input type="checkbox"/> Student needs. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Advocates for professional development that is evidence based and targeted toward improving student outcomes. <input type="checkbox"/> Applies knowledge and skills learned through professional development to professional practice. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Implements new and different instructional strategies based on current research and district initiatives. <input type="checkbox"/> Adapts teaching skills to meet student needs.. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Develops and follows a long-term professional development plan.
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- Professional Practice is *Observable* during a classroom observation.
- Professional Practice is Not Observable during a classroom observation.

QUALITY STANDARD IV

Teachers reflect on their practice.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
ELEMENT C: Teachers are able to respond to a complex, dynamic environment.				
THE TEACHER collaborates with colleagues to: <ul style="list-style-type: none"> <input type="checkbox"/> Implement new ideas to improve teaching and learning. <input type="checkbox"/> Support struggling students. <input type="checkbox"/> Contribute to campus goals. 	... and THE TEACHER: <ul style="list-style-type: none"> <input type="checkbox"/> Maintains a positive, productive and respectful relationship with colleagues. 	... and THE TEACHER initiates collaborative activities with colleagues to: <ul style="list-style-type: none"> <input type="checkbox"/> Analyze student data and interpret results. <input type="checkbox"/> Apply findings to improve teaching practice. 	... and THE TEACHER: <ul style="list-style-type: none"> <input type="checkbox"/> Serves as a critical friend for colleagues, both providing and receiving feedback on performance. 	... and THE TEACHER: <ul style="list-style-type: none"> <input type="checkbox"/> Strengthens teaching practice by adapting instructional practices based on colleague feedback and other types of performance data.
<input type="radio"/> Professional Practice is <i>Observable</i> during a classroom observation. <input type="checkbox"/> Professional Practice is Not Observable during a classroom observation.				
<i>Evaluator Comments (Required for Ratings of "Basic" or "Partially Proficient" and recommended for all rating levels):</i> 			<i>Comments of Person Being Evaluated (Please indicate the element for which the comment applies if not for the standard as a whole):</i> 	

QUALITY STANDARD V

Teachers demonstrate leadership.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT A: Teachers demonstrate leadership in their schools.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Participates in school activities expected of all teachers. <input type="checkbox"/> Works collaboratively for the benefit of students and families. <input type="checkbox"/> Supports school goals and initiatives. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contributes to school committees and teams. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collaborates with school-based teams to leverage the skills and knowledge of colleagues and families. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Shares lessons learned with colleagues. <input type="checkbox"/> Confers with school administrators, other school leaders and/or decision making teams to improve teacher working and student learning conditions. 	<p>... and</p> <p>THE TEACHER initiates and leads collaborative activities that:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Partner with families to coordinate learning between home and school. <input type="checkbox"/> Implement ideas to improve teaching and learning. <input type="checkbox"/> Support struggling students.
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ELEMENT B: Teachers contribute knowledge and skills to educational practices and the teaching profession.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Shares expertise with colleagues. <input type="checkbox"/> Supports the work of colleagues. <input type="checkbox"/> Actively participates in activities designed to improve policies and procedures that affect school climate, family partnering and student learning. 	<p>... and</p> <p>THE TEACHER collaborates with colleagues to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Support student growth and development. <input type="checkbox"/> Provide input into policies and procedures that affect school climate and student learning. <input type="checkbox"/> Partner with families. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads professional growth and development activities whenever possible. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Participates in district-wide decision-making processes that impact the school community, including families. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Advocates for the inclusion of teachers and families in education and government decision-making processes.
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- Professional Practice is *Observable* during a classroom observation.
- Professional Practice is Not Observable during a classroom observation.

QUALITY STANDARD V

Teachers demonstrate leadership.

Basic	Partially Proficient	Proficient (Meets State Standard)	Accomplished	Exemplary
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ELEMENT C: Teachers advocate for schools and students, partnering with students, families and communities as appropriate.

<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Advocates for students with families and other significant adults using a variety of communication tools and strategies. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Discusses potential revisions to policies and procedures with administrators to better address student, family and school needs. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contributes to school and/or district committees to advocate for students and their families. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Advocates for students and the school to external agencies and groups. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Advocates for improvements to teaching, learning and leadership through collaboration with professional organizations or local, state, and/or national entities.
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ELEMENT D: Teachers demonstrate high ethical standards.

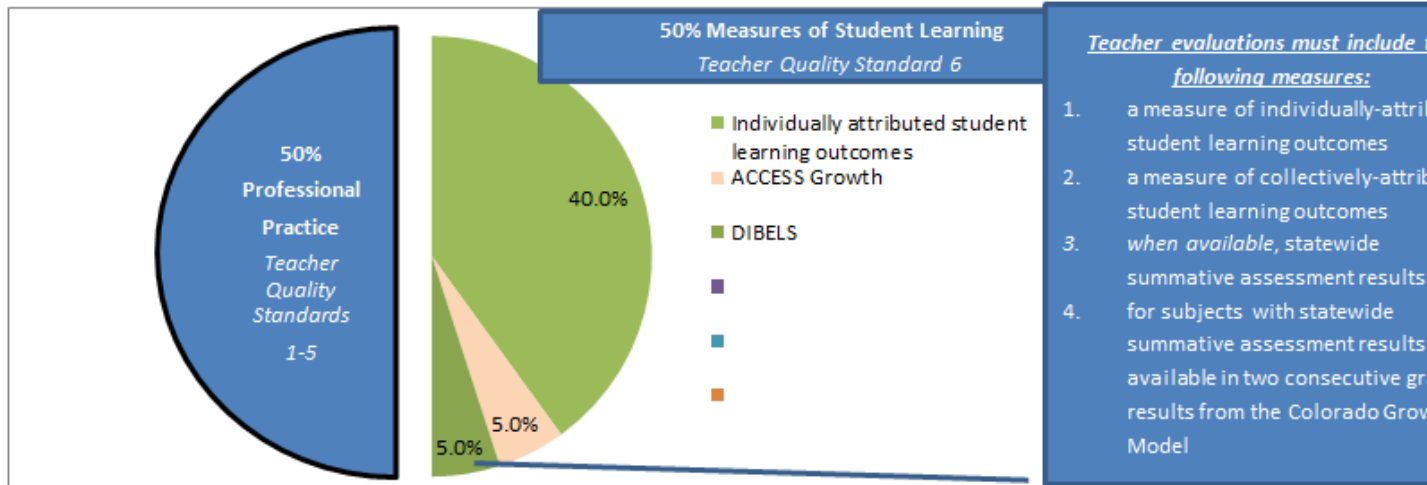
<p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintains confidentiality of student records as required by law. <input type="checkbox"/> Adheres to standards of professional practice. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Models ethical behavior, including honesty, integrity, fair treatment and respect for others.</i> 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintains confidentiality of student, family and fellow teacher interactions as well as student data. 	<p>... and</p> <p>THE TEACHER:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Helps students understand the importance of ethical behavior as an individual and member of society.</i> 	<p>... and</p> <p>STUDENTS demonstrate:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Honesty.</i> <input type="checkbox"/> <i>Respect for others.</i>
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- Professional Practice is **Observable** during a classroom observation.
- Professional Practice is **Not Observable** during a classroom observation

Evaluator Comments (Required for Ratings of "Basic" or "Partially Proficient" and recommended for all rating levels):

Comments of Person Being Evaluated (Please indicate the element for which the comment applies if not for the standard as a whole):

Selecting and Weighting Measures of Student Learning



Steps for Brainstorming: Selecting and Weighting Measures of Student Learning

Step 1: Using your completed assessment inventory, determine the multiple measures to be used in your evaluation system and record those in the chart below. Remember, certain measures must be included as they are required by law. See above for guidance. As you complete the chart below, ensure you have met all of the requirements listed. You do not have to complete the entire chart below, only include measures that are most appropriate and in compliance.

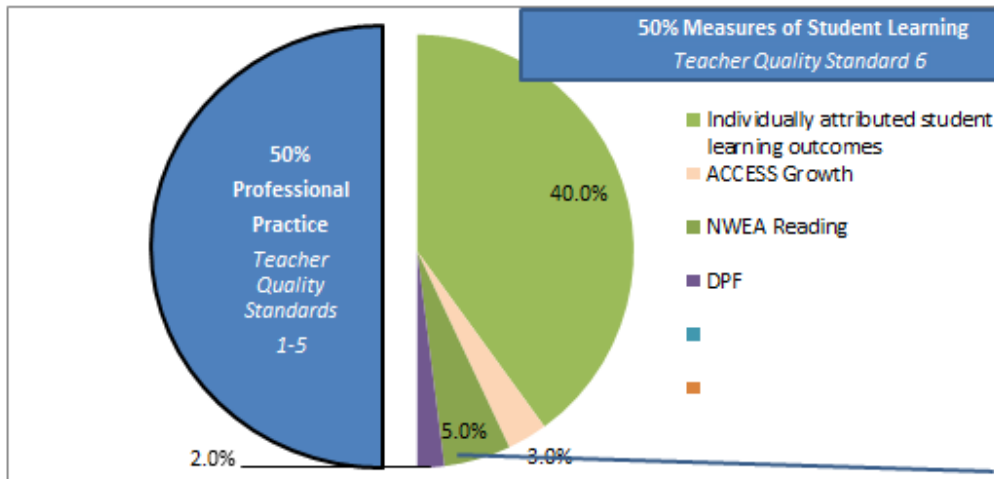
Step 2: Assign weights to your measures and record those below. Weighting should be informed by teaching assignment, most appropriate measure to capture a teacher's performance, confidence in the assessment and priority the assessment is given at the local level. Be sure to also include a justification for each weighting assigned, e.g. *District Reading Priority Assessment*

Position: Certified Teacher

Name of Assessment Measure	Weight	Justification for weight	Attribution Collective Individual
1 Individually attributed student learning	40.00	Individual teachers are closest to their students' growth. At least two measures will be created. This weight will encourage exploration and teacher mastery of interim growth assessment.	Individual
2 ACCESS Growth	5.00	All teachers in the district are working on a goal of all students learning, speaking and mastering English. (Collective - School Level/Grade-Level Grouping)	Collective
3 DIBELS	5.00	All teachers in the district are working on a goal of all students reading / decoding skills. (Collective - School Level/Grade-Level Grouping)	Collective
4			

Measures of student learning breakdown for LCIS and LCHS:

Selecting and Weighting Measures of Student Learning



- Teacher evaluations must include the following measures:
1. a measure of individually-attributed student learning outcomes
 2. a measure of collectively-attributed student learning outcomes
 3. when available, statewide summative assessment results for subjects with statewide summative assessment results available in two consecutive grade results from the Colorado Growth Model
 - 4.

Steps for Brainstorming: Selecting and Weighting Measures of Student Learning

Step 1: Using your completed assessment inventory, determine the multiple measures to be used in your evaluation system and record those in the chart below. Remember, certain measures must be included as they are required by law. See above for guidance. As you complete the chart below, ensure you have met all of the requirements listed. You do not have to complete the entire chart below, only include measures that are most appropriate and in compliance.

Step 2: Assign weights to your measures and record those below. Weighting should be informed by teaching assignment, most appropriate measure to capture a teacher's performance, confidence in the assessment and priority the assessment is given at the local level. Be sure to also include a justification for each weighting assigned, e.g. District Reading Priority Assessment.

Position:	Certified Teacher		
Name of Assessment Measure	Weight	Justification for weight	Attribution Collective / Individual
1 Individually attributed student learning	40.00	Individual teachers are closest to their students' growth. At least two measures will be created. This weight will encourage exploration and teacher mastery of interim growth assessment.	Individual
2 ACCESS Growth	3.00	All teachers in the district are working on a goal of all students learning, speaking and mastering English. (Collective - School Level/Grade-Level Grouping)	Collective
3 NWEA Reading	5.00	All teachers in the district are working on a goal of all students reading at an academic level. (Collective - School Level/Grade-Level Grouping)	Collective
4 DPF	2.00	The District Performance Framework is a measurement used in accreditation which incorporates several different growth and achievement data points.	Collective
5			

Remove this scale, as it applied only to 2014-15

Evaluation Timeline

Prior to School Starting	All teachers trained on new evaluation rubric.
Within the first two weeks of school	<p>Orientation</p> <p>Each district should provide an orientation on the evaluation system, including all measures to which the educator will be held accountable, no later than the end of the first two weeks of school each year. This will ensure that educators who are new to the system will have the knowledge they need to actively participate in their own evaluations. It will also provide a forum for district staff to review the system and learn of any changes made since the previous year.</p>
Within the first month of school	<p>Self-Assessment</p> <p>Each educator should complete a self-assessment by the end of the first month of the school year. This step in the process provides the person being evaluated with an opportunity to reflect on personal performance over the course of the previous year and in the context of the students, teachers and school for the current year.</p>
Within the first month of school	<p>Goal Setting and Performance Plan</p> <p>As soon as the educator's self-assessment has been completed, the evaluator and person being evaluated should review the school's annual goals to ensure alignment with the goals included in the educator's performance plan. This step allows the teacher to consider the unique context for that year with respect to the school's culture, student body, community issues and changes in district initiatives and to adjust professional and school goals. . Evaluation boxes checked up through proficient level will be transferred for the next year as a starting point. The first formal evaluation will be completed prior to the mid-year review.</p>
Prior to beginning of the second semester	<p>Mid-year Review</p> <p>The educator being evaluated and the evaluator should schedule time to review progress toward achieving school and personal goals. As a result of this review, every person being evaluated should have a clear understanding of their potential effectiveness rating based on evidence available to date.</p>
Ongoing all year	<p>Ongoing Observation and Evaluation</p> <p><i>Probationary teachers will have one formal observation in the fall semester and one formal observation in the spring semester. Non-probationary teachers will have one formal evaluation over the course of the year. Each formal will include a written report that the evaluator and evaluated sign and receive a copy.</i></p> <p>Evaluators should review the performance of educators being evaluated throughout the year and record their ratings on the rubric as such information is collected. This is not an end of the year activity, but rather one that is conducted in a consistent and ongoing manner. The evaluator should complete the rubric prior to the end-of-year review.</p>
Three weeks prior to the last day of school	<p>End of Year Review</p> <p>The evaluator and educator being evaluated discuss the educator's performance ratings on the rubric and measures of student learning, self-assessment ratings, artifacts and any evidence needed to support the evaluator ratings.</p>
Two weeks prior to the last day of school	<p>Final professional practices ratings</p> <p>If needed, evaluators and educator meet again to assign a rating for each element and standard, as well as measures of student learning. Sign off on final ratings. If there is a disagreement between evaluator and person being evaluated regarding rating level, person being evaluated should be notified of the district appeal process.</p>
Prior to net evaluation cycle	<p>Goal Setting and performance plan</p> <p>Evaluator and educator review the school's annual goals to ensure alignment with the goals included in the educator's performance plan. Agree upon professional development and other improvement necessary during the coming year, as well as the resources needed to complete the work, and how accomplishment of goals will be measured.</p>
Hiring Cycle	<p>First Cycle</p> <p>March 1st through the day before the opening day of the next school year.</p> <p>Second Cycle</p> <p>The first day of school through the last day of February.</p>

Standards weighting will be indicated on the specific year's timeline.

Appendix "C"
Transfer Request

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