

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

May 2022

Lake County School District R-1
Lake County, Colorado

Board of Education

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Ellie Solomon, Vice President
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Superintendent

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Members of the Negotiating Team

Dr. Bethany Massey, Superintendent
Paul Anderson, Chief Financial Officer
John Baker, Lake County School Board Member
Kathleen Fitzsimmons, Human Resources Manager
Cheryl Talbot, Lake County Intermediate Elementary Principal
Katie Pongrekun, Lake County Elementary School Principal
Keely Kuehl, Lake County Education Association
Roxie Aldaz, Lake County Education Association
Jeff Spencer, Lake County Education Association
Cody Jump, Lake County Education Association
Jung Kim, Lake County Education Association
Eric Hansen, Colorado 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 said school district.

Preamble - Recognition Statement

The District recognizes the Association as the exclusive representative and negotiating agent for all teachers and Special Service Providers (SSP) for the duration of this Agreement.

The District further recognizes the Association as the exclusive representative and negotiating agent for all paraprofessionals, and non administrative preschool staff. Both parties agree to the development of contract language for these groups to begin by June 30, 2022.

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

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION	1
ARTICLE 2 – TERM	4
ARTICLE 3 – ASSOCIATION RIGHTS	6
ARTICLE 4 – NEGOTIATION PROCESS	7
ARTICLE 5 – NO STRIKE	9
ARTICLE 6 – EMPLOYMENT	10
ARTICLE 7 – DUTIES OF TEACHERS	17
ARTICLE 8 – TEACHER EVALUATION PROCESS	19
ARTICLE 9 – DISCIPLINE	22
ARTICLE 10 – LEAVES	24
ARTICLE 11 – CONCERNS/COMPLAINTS/GRIEVANCE PROCESS	30
ARTICLE 12 – GENERAL PROVISIONS	32
SIGNATURE PAGE	34
APPENDIX A –2022-2023 SALARY SCHEDULE	
APPENDIX B – EVALUATION FORM & TIMELINE	
APPENDIX C – TRANSFER FORM	
APPENDIX D – GRIEVANCE FORM	

ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION

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

ADMINISTRATOR shall mean any person who administers, directs, evaluates or supervises the education instructional program or operational program, or a portion thereof, in any school or school district in the state

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, state law, 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% and less than 100% 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.

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 contract 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 means a teacher who has not completed three consecutive full years of demonstrated effectiveness or a non-probationary teacher who has had two consecutive years of demonstrated ineffectiveness, as defined by the rule adopted by the General Assembly pursuant to section 22.9.105.5. A probationary teacher attains non-probationary status on the first day of employment of their fourth year with the District following the three consecutive full years of demonstrated effectiveness with the

District. A non-probationary teacher reverts to probationary status on the first day of the next school year following their second consecutive year of demonstrated ineffectiveness.

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, 2022, through and including June 30, 2025. It is also understood that only salary and insurance shall re-open for years 2023 and 2024. The Master Contract, other than salary and insurance, shall not open for negotiations again until the 2025 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.

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. 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 six representatives from the association and six representatives from the District. Such negotiations will be limited to work days, unless otherwise agreed 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.

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, to set an agenda, calendar of future meeting dates for the negotiations process. All reasonable efforts should be made to conclude no later than the second week of May, unless there is an impasse or agreement to continue. Parties may reopen provisions of the master contract by mutual consent through the clause for the allowance of memorandums of understanding referenced in Article 2.2.

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.

- i. 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.
- ii. 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.
- iii. The cost of mediation, if any, shall be shared equally by the parties.

B. Fact-Finding.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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 Board.
- v. The cost of fact-finding, if any, shall be shared equally by the parties.

4.4 Bargaining Process in “Off-Years.” Parties may reopen provisions of the master contract by mutual consent through the clause for the allowance of memorandums of understanding as referenced in Article 2.2

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 the current year 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:

- i. 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.
- ii. Recommendation and/or approval of the principal(s) involved.
- iii. Opportunity for the staff member's professional growth.
- iv. Wishes of staff member regarding assignment or transfer.
- v. Input from colleagues who will work with the employee.
- vi. 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.

- A. 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.
- B. At termination of the contract or grant period, temporary or grant based teacher may be considered for a transfer under the above provisions.
- C. 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:

- i. Endorsement, assignment or qualification areas (this shall be District-wide);
- ii. Recommendation of current immediate supervisor
- iii. 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:

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

ii. 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.

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

iv. 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.

i. 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.

ii. 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.

i. 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.

ii. 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.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

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

vii. 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.

viii. 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.

ix. 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.

x. 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.

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

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

xiii. PERA benefits will not apply to early retirement.

xiv. 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 162 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 \$30.00 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 \$30.00 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:

- i. Specifically identify when a direct observation was made.
- ii. Be specific as to the strengths and weakness in the performance of the individual being appraised.
- iii. 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:

- i. Review the specific performance concerns.
- ii. Identify, in writing, the objectives for improvement.
- iii. Identify, in writing, the resources available to implement the objectives.
- iv. Develop, in writing, a timeline for completing the objectives.
- v. 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:

- i. Be specific as to the strengths and weaknesses in the performance of the teacher being evaluated;
- ii. Specifically identify when a direct observation was made including all informal observations;
- iii. Identify all data sources;
- iv. Include a remediation plan, if still needed, that is specific about continued areas of concern; and
- v. 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–Correction Action, Due Process, and Just Cause

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

- A. Adequate Warning: employees have been informed of or had access to the rules and policies that may result in corrective action, except where the wrongdoing or misconduct would be known or reasonably expected to be known or implicitly understood by a reasonable person under the same or similar circumstances.
- B. Reasonable Rules: rules and policies are not arbitrary, capricious or discriminatory.
- C. Investigation: prior to issuing corrective action, administration has conducted a fair, consistent, and thorough investigation tailored in scope to the nature and impact of the offense in order to determine whether the employee did in fact violate or disobey a rule or policy.
- D. Proof: the greater weight of the evidence supports proof of infraction.
- E. Equal Treatment: all rules, policies and penalties have been applied even-handedly without discrimination.
- F. Penalties: the corrective action administered adheres to progressive process outlined in this article.

9.2 **Restorative Practices Restorative Practices.** Nothing in this article shall limit the District's ability to utilize restorative practices in lieu of the formal disciplinary contract with the consent of the staff member involved.

9.3 **Right to a Representative.** Every staff member has the right to have a union representative in attendance at any meeting when corrective action is delivered, and/or at any meeting that a reasonable employee believes could potentially result in corrective action or any other disciplinary action. The employer shall, whenever possible, provide the employee adequate notice in order to allow time to secure representation. The employee has the right to reasonably delay a meeting in order to secure representation; provided, however, in no case will the meeting be delayed for more than two work days. The role of the representative is limited to advising the staff member.

9.4 **Progressive Discipline.** 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. Unless conduct is sufficiently serious (defined as behavior that is immoral, unethical, illegal, unsafe, or that a reasonable person would implicitly understand to be serious) as to warrant immediate escalation, the District shall follow the progressive discipline procedure included below. Generally speaking, the District will only escalate progressive discipline for behavior that is similar to that for which the staff member has previously been disciplined. However, the District reserves the right to escalate progressive discipline if warranted when a pattern of concerning behavior and or lack of professionalism exists, regardless of whether infractions are similar.

- A. Step 1- Verbal Warning & Letter of Warning (letter will be placed in the employee's personnel file and will be active for 18 months, unless subsequent, related infractions occur which will reset

that clock). The administrator will clarify expectations. If needed, supports will be identified collaboratively.

- B. Step 2 - Letter of Reprimand. The administrator will clarify expectations. If needed, supports will be identified collaboratively. Letter will be placed in the employee's personnel file.
- C. Step 3 - Suspension without pay. (At the discretion of the Superintendent who will determine the length of the suspension individually in each case based on its specific circumstances.)
- D. Step 4 - Termination

9.5 **Appeal.** Every staff member has the right to appeal disciplinary action as outlined in the Grievance Article.

9.6 **Staff Member Response.** Staff members may respond to any letter of warning or letter of reprimand in writing. These responses must be provided to their administrator within ten (10) working days of receipt of the letter of warning or letter of reprimand. These letters will then be attached to the appropriate letter in their personnel file.

ARTICLE 10 – LEAVES

10.1 Paid Time Off (PTO).

- A. Each teacher shall earn twelve days of Paid Time Off (PTO) each contract year. Such leave shall be accrued by the teacher on the first day of the fiscal year. Part time staff will receive PTO at a rate proportional to their FTE percentage.
- B. PTO is provided for the teacher's use under the following conditions:
 - i. SICK LEAVE:
 - a. For an appointment with a doctor, dentist or other health care specialist.
 - b. For the illness of the teacher or the teacher's immediate family.
 - ii. PERSONAL LEAVE:
 - a. For any other purpose.
 - iii. AND other allowable uses as allowed per law.
- C. If a teacher exhausts all Current and Accrued PTO leave, any excess PTO days taken by the teacher that are not covered by the sick leave bank shall be deducted from the teacher's pay as Leave Without Pay at the teacher's daily rate.
- D. PTO shall be requested at least 3 working days prior to absence. The only exception shall be in cases of illness or emergency. Teachers shall follow procedure to notify the substitute coordinator and supervisor so that arrangements can be made for substitutes or other necessary personnel. PTO requests may be granted or denied based on the availability of substitutes.
- E. PTO may not be taken to extend Thanksgiving, winter or spring break, or during the first four weeks (including in-service days), or the last two weeks, of the teacher contract year unless being used for sick leave or emergency. Under exceptional or hardship situations, exceptions must be approved by the Superintendent or his/her designee.
- F. The maximum number of days of PTO that may be used for personal leave consecutively is two contract days. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

10.2 Accrued PTO.

- A. Unused PTO days shall accrue from year to year during a teacher's employment up to a maximum of 90 days of Accrued PTO. All current sick and personal leave accrued before July 1, 2019 shall roll over and be included in the teacher's Accrued PTO balance. Accrued PTO is subject to the following regulations:
 - i. Unused PTO days that would take a teacher's Accrued PTO balance over 90 days shall be "cashed in" at the end of each fiscal year (June 30) and paid to the teacher at the base substitute rate, rather than rolled over into the Accrued PTO balance.
 - ii. No teacher shall receive pay for Accrued PTO at the time of termination of employment, except for retiring teachers (defined as teachers retiring through PERA or having 20

years or more of service in LCSD), who shall be paid half of the base substitute daily rate per unused Accrued PTO day.

B. Accrued PTO may only be used for the purposes of sick leave, as defined above in 10.1.

C. Current PTO must be used before Accrued PTO may be used in a given year.

10.3 Annual PTO Buy-Back.

A. If a teacher has 7 or more days of remaining Current PTO at the end of the fiscal year (June 30), s/he may receive payout for the remaining days at the base substitute teacher rate according to the schedule below:

- i. A teacher who has 10 or more remaining Current PTO days may opt to receive payout for up to four (4) PTO days at the base substitute rate.
- ii. A teacher who has 9 remaining Current PTO days may opt to receive payout for up to three (3) PTO days at the base substitute rate.
- iii. A teacher who has 8 remaining Current PTO days may opt to receive payout for up to two (2) PTO days at the base substitute rate.
- iv. A teacher who has 7 remaining Current PTO days may opt to receive payout for up to one (1) PTO days at the base substitute rate.
- v. A teacher who has 6 or fewer remaining Current PTO days does not have a payout option.

B. Days that are eligible for and opted for payout 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. A teacher who does not opt to have eligible PTO days paid out will have those days roll over into Accrued PTO as defined above.

10.4 Sick Leave Bank.

A. A sick leave bank shall be established, based upon PTO days contributed by teachers to the bank, to provide a source of leave beyond an individual teacher's Current and Accrued PTO for teachers, or teachers immediate family members, whose illness(es) cause them to exhaust their Current and Accrued PTO leave. A teacher must exhaust all Current and Accrued PTO before accessing the sick leave bank for any purpose.

B. Sick leave bank may only be used for the teacher's, or the teacher's immediate family member's, illness (including mental or physical), disability, or for the teacher's emotional well-being associated with a traumatic event or emergency. Use of the sick leave bank is not intended for elective procedures or procedures that can be delayed without health consequences until a time during which school is not in session. The bank may be used for a teacher's maternity leave. Maternity leave is defined as 6 weeks for a "normal" delivery and 8 weeks for a "complicated" delivery.

C. To become a member of the sick leave bank, a teacher shall donate one PTO 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 and up to two members of LCEA leadership. The Committee shall be governed by guidelines which shall be drafted by the Association, 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 will report documentation and outcome to the HR Director.

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. 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 for the member or the member's immediate family.

G. No member may use more than 60 days from the sick leave bank in any school year.

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:

- i. Being summoned for jury duty and required to be present at the courthouse for such jury duty.
- ii. 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.
- iii. 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 Current or Accrued PTO. If PTO is not available, the teacher may apply to the Superintendent for an extended bereavement.

10.7 Child Care Leave.

A. **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 Current or Accrued PTO leave for this purpose.

B. Extended Leave.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Neither seniority nor PTO 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 PTO days during such leave, but unused PTO 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:

- i. the birth, adoption or foster care placement of a child;
- ii. care of a spouse, child or parent with a serious health condition; or
- iii. the employee's own serious health condition.

B. FMLA leave shall ordinarily be unpaid leave; however, a teacher may use current or accrued PTO 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-Formal Complaint. If the informal 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 within ten (10) days of receiving the formal complaint shall request a meeting with the grievant to discuss the grievance. The grievant 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 five working days after the meeting in which to communicate a written decision to the grievant. A copy of such response shall be provided to the grievant and the Association.

11.4 Level Two: Appeal to Superintendent.

In the event the formal complaint has not been satisfactorily resolved at Level One, the grievant or the Association may file an appeal in writing with the Superintendent within ten working days of the receipt of the administrator's written response at Level One. Within (10) days after receiving the written appeal, the Superintendent shall meet with the grievant and within (5) days of the meeting, communicate a written decision to the grievant. A copy of such response shall be provided to the grievant and the Association.

11.5 Level Three: Mediation. If the appeal to the superintendent has not resolved the complaint 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 held 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 Level Four: Arbitration. If the mediation has not resolved the complaint satisfactorily at Level Three, it may be submitted for arbitration at the request of either party. This appeal must be made in writing within fourteen (14) days of the ending of Mediation (Level 3).

A. Procedure.

i. Unless both sides agree otherwise, the parties shall, within seven (7) days after delivery of the notice under Section 10.6.5.2, submit a written request for an arbitrator to the American Arbitration Association. The request to the American Arbitration Association shall ask that a list of five (5) qualified arbitrators be submitted to the parties.

ii. The arbitrator shall be selected by the parties within seven (7) days after receipt of the names of arbitrators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to arbitrate the dispute. The party striking first shall be determined by coin toss. If the arbitrator declines to accept, the last two names that have been struck from the list shall be sent to the American Arbitration Association with the request to select the arbitrator from between the two.

iii. The proposed budget/costs (supplied by the chosen arbitrator) of the hearing process must be approved in advance of final acceptance of the Agreement.

iv. If the organization selected to represent staff chooses not to support the grievance, the aggrieved party has the option of paying for all costs necessary to implement Level 4, Arbitration.

v. Sixty percent (60%) of the fees and expenses of the arbitrator shall be paid by the non-prevailing party. Forty percent (40%) of the fees and expenses of the arbitrator shall be paid by the prevailing party.

vi. The format of the hearing will be left to the discretion of the Arbitrator. Objective decisions, based upon comprehensive data, will be expected.

B. Outcomes.

i. The Arbitrator must issue a report within a reasonable time (such as 2 weeks) after the date of the close of the hearings. Decisions and recommendations made by the Arbitrator will be advisory to the Board. Within 7 days of receipt of the arbitrator's report, the parties will meet to discuss the report and attempt to come to a mutually agreeable resolution. No public releases of information may be made until after such meeting.

ii. If no mutually agreeable resolution is met, the Board will receive a report from the Arbitrator not later than the next regular Board meeting and will make a final decision not later than one (1) month from the date of receiving the recommendations of the Arbitrator.

11.7 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.

11.8 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.

11.9 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 an instance, the appeal deadline shall be calculated from the date the administrator missed the deadline to respond. Timelines may be changed through mutual agreement of the parties.

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 23rd day of May, 2022

LAKE COUNTY EDUCATION ASSOCIATION

by: Keely Kuehl
Keely Kuehl, President
Lake County Education Association
Date 5/25/22

LAKE COUNTY SCHOOL DISTRICT R-1
LAKE COUNTY, CO

by: Eudelia Contreras
Eudelia Contreras, President
Lake County Board of Education
Date 5/23/2022

by: Roxie Aldaz
Roxie Aldaz, President Emeritus
Lake County Education Association
Date 5/25/22

by: Felicia Roeder
Felicia (Federico) Roeder, Secretary
Lake County Board of Education
Date 5/23/22

ATTEST:

by: Bethany Massey
Bethany Massey, Superintendent
Date 5/25/2022

by: [Signature]
LCEA Representative
Date 5/25/22

Appendix "A"

Salary Schedule

2022-2023 Certified Teacher Salary Schedule

Lake County School District

Lake County School District Certified Staff Salary Schedule 2022-23

STEP	BA	BA +6	BA +16	BA +24	BA +32	MA (or 40 hours)	MA +6 (or 46 hours)	MA +16 (or 56 hours)	MA +24 (or 64 hours)	MA +32 (or 72 hours)	MA +40 (or 80 hours)	MA +48 (or 88 hours)	MA +56 (or 96 hours)	MA +64 (or 104 hours)	MA +72 (or 112 hours)	MA +80 (or 120 hours)	MA +88 (or 128 hours)	MA +96 (or 136 hours)	MA +104 (or 144 hours)	New Hire Experience Placement
A	43,000	43,590	44,180	44,770	45,360	45,950	46,540	47,130	47,720	48,310	48,900	49,490	50,080	50,670	51,260	51,850	52,440	53,030	53,620	0 or 1 yrs
B	44,505	45,116	45,726	46,337	46,948	47,558	48,169	48,780	49,390	50,001	50,612	51,222	51,833	52,443	53,054	53,665	54,275	54,886	55,497	2 or 3 yrs
C	46,063	46,695	47,327	47,959	48,591	49,223	49,855	50,487	51,119	51,751	52,383	53,015	53,647	54,279	54,911	55,543	56,175	56,807	57,439	4 or 5 yrs
D	47,675	48,329	48,983	49,637	50,291	50,946	51,600	52,254	52,908	53,562	54,216	54,870	55,525	56,179	56,833	57,487	58,141	58,795	59,449	6 or 7 yrs
E	49,343	50,021	50,698	51,375	52,052	52,729	53,406	54,083	54,760	55,437	56,114	56,791	57,468	58,145	58,822	59,499	60,176	60,853	61,530	8 or 9 yrs
F	51,071	51,771	52,472	53,173	53,873	54,574	55,275	55,976	56,676	57,377	58,078	58,779	59,479	60,180	60,881	61,582	62,282	62,983	63,684	10 or 11 yrs
G	52,858	53,583	54,309	55,034	55,759	56,484	57,210	57,935	58,660	59,385	60,111	60,836	61,561	62,286	63,012	63,737	64,462	65,187	65,913	12 or 13 yrs
H	54,708	55,459	56,209	56,960	57,711	58,461	59,212	59,963	60,713	61,464	62,214	62,965	63,716	64,466	65,217	65,968	66,718	67,469	68,220	14 or more yrs
I	56,623	57,400	58,177	58,954	59,730	60,507	61,284	62,061	62,838	63,615	64,392	65,169	65,946	66,723	67,500	68,277	69,053	69,830	70,607	
J	58,605	59,409	60,213	61,017	61,821	62,625	63,429	64,233	65,037	65,842	66,646	67,450	68,254	69,058	69,862	70,666	71,470	72,274	73,079	
K	60,656	61,488	62,320	63,153	63,985	64,817	65,649	66,482	67,314	68,146	68,978	69,811	70,643	71,475	72,307	73,140	73,972	74,804	75,636	
L	62,779	63,640	64,501	65,363	66,224	67,086	67,947	68,808	69,670	70,531	71,393	72,254	73,115	73,977	74,838	75,699	76,561	77,422	78,284	
M		65,867	66,759	67,651	68,542	69,434	70,325	71,217	72,108	73,000	73,891	74,783	75,674	76,566	77,457	78,349	79,240	80,132	81,024	
N		68,173	69,096	70,018	70,941	71,864	72,787	73,709	74,632	75,555	76,477	77,400	78,323	79,246	80,168	81,091	82,014	82,937	83,859	
O			71,514	72,469	73,424	74,379	75,334	76,289	77,244	78,199	79,154	80,109	81,064	82,019	82,974	83,929	84,884	85,839	86,794	
P			74,017	75,005	75,994	76,982	77,971	78,959	79,948	80,936	81,925	82,913	83,901	84,890	85,878	86,867	87,855	88,844	89,832	
Q				77,631	78,654	79,677	80,700	81,723	82,746	83,769	84,792	85,815	86,838	87,861	88,884	89,907	90,930	91,953	92,976	

- 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.
- The maximum step that may be earned in any column is Step Q.
- Based on 179 contract days.
- Related years of education experience for new hires will be honored based on the chart above.
- Teachers who provide documentation of a current national board certification from the National Board for Professional Teaching Standards will receive a \$3,000 annual stipend in addition the annual salary above.
- Special Service Providers (SSPs) will use MA, step E as a base salary placement to calculate a per diem rate.



Appendix “B” Educator Rubric

Evaluation using the State Model Evaluation Rubric for Teachers and Special Service Providers.

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