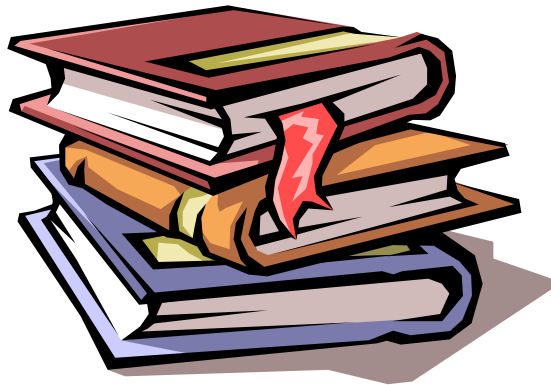


Master Contract
2017-2020
Summit School District
and
Summit County Education Association
Revised September 1, 2018



Summit School District RE-1
Summit County, Colorado
Initial Effective Date September 1, 2017

Board of Education

Ms. Margaret Carlson President
Ms. Sue Wilcox, Vice President
Ms. Lisa Webster, Treasurer
Dr. Marilyn Taylor, Secretary
Ms. Cindy Bargell, Director
Ms. Terry Craig, Director
Dr. Bonne Ward, Director

Superintendent

Ms. Kerry Buhler

Negotiating Team

Kai Miller, Teacher – Summit Middle School
Ryan Mihm, Teacher - Summit Middle School
Carole Horvath, Teacher - Breckenridge Elementary School
Eric Hansen, Ski Country Uniserve
Cathy Beck, Assistant Superintendent
Kim Phipps, Teacher - Summit High School
Katie Bunnelle, Teacher - Silverthorne Elementary School
Sue Wilcox, Board of Education
Kerry Buhler, Superintendent
Drew Adkins, Principal- Summit High School
Kara Drake, Director of Business Services
Trisha Forman, Director of Human Resources

Preamble

The purpose of this agreement is to promote collaborative relationships among the faculty, administration and board to cultivate student learning. This contract provides a flexible structure that ensures mutual respect, value and honor among all parties. In addition, this contract assures continuity, creates economic predictability for teachers and the District, defines working conditions and facilitates equity.

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Article I - Definitions

- 1.1 The term "teacher" shall mean all non-administrative certificated personnel employed by the District in an instructional position or serving as a special service provider (e.g. counselors, psychologists, media specialists) not including support staff and substitutes.
- 1.2 The term "board" shall mean the Board of Education of Summit School District RE-1, Summit County, in the State of Colorado.
- 1.3 The term "association" shall mean the Summit County Education Association.
- 1.4 The term "district" shall mean the Summit School District RE-1 in the State of Colorado.
- 1.5 The term "superintendent" shall mean the Superintendent of Summit School District RE-1.
- 1.6 The term "principal/supervisor" shall mean a person who has the responsibility to direct a teacher's activities and/or to evaluate his/her performance.
- 1.7 The term "parties" shall mean the Board and the Association as participants in this contract.
- 1.8 The term "day" shall mean a school day when teachers are required to be present, equals a 40 hour work week (pro-rated based on FTE).
- 1.9 The term "work/school year" shall mean the professional duty days required of each licensed staff member according to a board adopted calendar. Within the school year, there are three types of days, which may be divided into half days:
- Student contact days, which are days when teachers are required to have formal contact with students.
 - Work days, during which teachers prepare classrooms, prepare instruction, confer with one another and assess student performance.
 - Professional development days including assigned professional growth activities and/or personal/professional growth activities as directed by the District.
- 1.10 The term "district initiated transfer" shall mean movement of teachers within their current school building or between schools in the District. Licensed staff members will be assigned and reassigned within buildings according to changing instructional needs.
- 1.11 The term "teacher initiated transfer" shall mean movement of teachers (upon their request) from one building to another, or from one school level to another.
- 1.12 The term "vacancy" shall mean teacher licensed employment positions that are vacated by a teacher license staff member and/or a new position created by an Administrator to fulfill the educational needs of students. A Building Administrator shall declare a position to be vacant, where there is allocated funding, and reassignments, transfers, and/or recalls have been considered. The Building Administrator shall see that all allocated positions are filled except for positions in which no qualified teacher can be hired.

1.13 The term “probationary teacher” means a teacher who has not completed three full years of continuous, effective and uninterrupted employment, who is employed by the District on an annual contract and who has not been re-employed for the fourth year with the District. A year of service for probationary teachers towards non probationary status is defined as a full school year. But, if the probationary teacher is hired after the first day of the academic year, then the “year” of employment must include at least the last 120 school days of the academic year. In addition to a year of service, the employee must be employed for 4 or more hours per day and/or a minimum of 20 hours per week during the academic year. A probationary teacher attains non probationary status on the first day of employment of his/her fourth year with the District.

1.14 The term “Part-time Teacher” is a teacher who is contracted to work less than four hours per day or less than 20 hours per week if not working on a daily basis.

Article II - Recognition

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

Article III - General Provisions

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

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

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

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

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

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

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

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

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

Article IV - Association Rights

4.1 Dues Deductions:

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

4.1.2 Dues deducted shall be deducted according to arrangements made by the Superintendent **or his/her designee** and the Association President in June of the preceding school year. The District will be informed of the amount of deduction by October 1st of each year.

4.1.3 The Association will furnish the Board with a dues-deduction form properly signed by the member. Such forms shall remain in effect during the employment of the member until such time as revoked by the member.

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

4.2 Use of Facilities:

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

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

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

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

4.2.5 Any District teacher who is a duly authorized representative of the Association shall be permitted to transact official business on school property. National and/or State Association officials may participate in educational programs, workshops, and related activities presented for Association members. Also, National and/or State Association officials may meet with individual teachers for consultation in regard to grievance procedures. The above activities may not interfere with normal classroom activity or normal operation of the District, including its individual schools as determined by the Principal and/or appropriate Administrator.

4.2.6 It is agreed that teachers may participate in Association activities as long as they do not interfere with normal classroom activity or normal operation of the District or one or more schools within the District, as determined by the Principal and or appropriate administrator(s)..

4.2.7 The Association Representative(s) shall be given an opportunity at faculty meetings for brief announcements or reports with the Principal's agreement.

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

4.3 Association Leave Days:

4.3.1 The President of the Association will have a total of three (3) leave days to be used for Association business within the District during the school year. Additional days may be negotiated if needed and the process of negotiations is not included as part of the designated three (3) days.

4.3.2 The District will grant up to a total of 10 days of Association leave for activities deemed by the Superintendent not to be inimical to the interests of the Board and/or District. These days will be allocated by the Association and submitted to the Human Resources Office as "Association Leave."

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

Article V - Employee Rights

5.1 Personal Safety:

5.1.1 The District shall not tolerate threats, intimidation, or physical force directed toward any teacher on school property or at events which the District is sponsoring or in which it is involved or otherwise related to the teacher's employment by the District, and will take appropriate measures to help ensure the teacher's safety in those circumstances. In the event of such acts, the District will respond in an appropriate manner.

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

5.2 Personnel Files:

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

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

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

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

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

5.2.4.2 The teacher shall have the right to file a written reply to such materials within 10 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.

5.2.4.3 The teacher shall have the right to petition for the removal of such material.

5.2.5 No complaints about the teacher anonymous to the administrator shall be placed in the teacher's personnel file or in his/her building file. Whenever such complaints are placed in the teacher's file(s), the teacher may submit a written response and have it placed in his/her file.

5.2.6 Teachers' personnel files are solely accessible to the individual teacher upon his/her written request, the Director of Human Resources, and the teacher's supervisor(s) or Superintendent.

Article VI - Reduction in Force

6.1 Board Determination of Reduction in Force:

The Board, sitting in its legislative capacity, may determine that a justifiable decrease in the number of teaching positions in the District is warranted based on reasons including, but not necessarily limited to, budgetary restraints, program changes, and/or decline in student enrollment. Such determination shall be made upon motion at a properly noticed Board meeting by roll-call vote, and the motion shall direct the Administration to effect the necessary cancellation of teacher contracts in accordance with the Board's action and Article VI of the Professional Master Contract. Before the Board makes a determination as to whether a justifiable decrease in the number of teaching positions is warranted, the Administration shall consult with the Association concerning the need for a reduction in force and consideration of alternatives, and shall report the results of such consultation and any recommended alternatives to the Board. A reduction in force and thus a cancellation of contracts is separate from the parameters of the non renewal of a contract.

6.2 Cancellation of Contracts of Probationary Teachers:

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

6.3 Notification of Reduction in Force:

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

6.4 Determination of Recommendation for Contract Cancellation:

The following shall be among the essential considerations in determining which contracts will be recommended for cancellation:

- Earned effectiveness ratings.
- Certification endorsement on record with the District at the time of announcement of the reduction in force.
- Professional preparation including major fields of study and advanced degrees.
- Teachers with ongoing plans of remediation and/or improvement prior to the determination by the Board of the necessity for a reduction in force.
- Length of service in the District, not applicable to teachers who are currently on a previously established plan of remediation.

6.5 Written Notice of Contract Cancellation:

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

- A copy of the statement adopted by the Board determining that a reduction in force is justifiable.
- A brief statement by the Superintendent of the reasons for the recommended cancellation of the contract of the particular teacher.
- A copy of Article VI of the Master Contract.

6.6 Review of Individual Contract Cancellation:

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

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

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

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

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

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

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

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

6.7 Protection of Accumulated Benefits:

The separation of a non-probationary teacher due to reduction in force will not affect the accumulated benefits listed below if the teacher is rehired within 18 months of the effective date of separation:

- Accumulated sick leave and status in the sick leave bank, provided no previous reimbursement has occurred
- Position on the salary schedule
- Non-probationary status.

6.7.1 Normal attrition shall be considered prior to any staff reductions.

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

Article VII – Academic Freedom

7.1 Statement of Commitment to Academic Freedom:

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

7.2 Fairness in Procedures Governing Academic Freedom:

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

7.3 Procedures Governing Questioned or Challenged Materials:

If and when subject matter, materials, substance of activities, or presentations are questioned by a person or parties, board policy governing questioned or challenged materials will be followed.

Article VIII – Grievance Procedure

8.1 Definitions:

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

8.1.2 A grievance shall mean a complaint by an employee or employees in the negotiating unit indicating that there has been a violation, a misinterpretation, or inequitable application of any of the procedures of this Agreement, or implementation of written policies of the Board, which affect teachers directly, or a condition that jeopardizes an employee's health or safety, except that the term "grievance" shall not apply to any matter to which the method of review is prescribed by law or the Board is without authority to act.

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

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

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

8.2 Purpose:

8.2.1 Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of teachers. (Both parties agree that grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure).

8.3 General Procedures:

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

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

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

8.3.4 At least one Association representative will be present at all meetings, if requested by the grievant. The resolution of any grievance shall be consistent with the terms and conditions of this Agreement. The grievant will be present at all meetings, except by mutual agreement between the parties. A class-action grievance under Section 8.3.5 may be represented by the

Association president or his/her designee, and the individual(s) signing the class-action grievance, if so requested by the Superintendent or the Association President.

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

8.3.6 The resolution of any grievance shall be limited to making the teacher whole for a period no longer than six (6) calendar months prior to the date the grievance was filed.

8.4 Individual Rights:

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

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

8.5 Procedure:

8.5.1 Level One - Prior to the filing of a written *Level One* grievance under this section, a teacher is encouraged, but not required, to first discuss the grievance with his/her principal or immediate supervisor with the object of resolving the grievance informally. If the grievance is not resolved informally, then a teacher with a grievance will file a written grievance with his/her principal or the administrator directly responsible for alleged violation within ten (10) days of the grievant's knowledge or notice of the act, failure to act, or condition incurred on which the grievance is based. The written grievance shall include a reference to the specific contract provision allegedly violated, a brief statement of the facts, and the desired remedy. Information copies need to be sent by the grievant to the representative of the Association. Within ten (10) days after receiving the written grievance, the principal shall meet with the grievant and within four days of the meeting, communicate a written decision to the grievant. Such answer shall include the reasons upon which the decision was based.

8.5.2 Level Two - If the grievant is not satisfied with the disposition of his/her grievance at *Level One*, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievant has ten (10) days to appeal, to the Superintendent or his/her official designee(s) [which designee(s) will be specified in writing to the Association five (5) days in advance of the hearing.] Within ten (10) days after receiving the written appeal, the Superintendent shall meet with the grievant and within five (5) days of the meeting, communicate a written decision to the grievant. The Association and Administration shall have the right to include in the representation such witnesses and advisors as are deemed necessary to develop facts pertinent to the grievance.

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

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

8.5.3.2 Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of “Level Two” meetings.

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

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

8.6 General Provisions:

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

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

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

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

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

8.6.6 Failure at any step of this procedure to communicate in writing the decision on a grievance, within the specified time limits, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

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

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

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

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

8.6.11 No grievance shall be recognized by the Board unless it shall have been presented at the appropriate level within ten (10) days after knowledge or notice of the act, failure to act, or condition occurred on which the grievance is based. If not so presented, the right of grievance will be forfeited.

Article IX - Teacher and Administrator Evaluations

9.1 Teacher Evaluations:

Teacher evaluations will be conducted in accordance with the adopted policy of the District and all applicable decisions related to Colorado's teacher evaluation system consistent with the Educator Effectiveness rules and regulations.

9.2 Administrative Evaluations:

The teachers of the District shall have opportunity to give feedback to the Superintendent about their school administrator(s) in written form in the following two ways.

1. A “Teacher Feedback Survey” facilitated by the Human Resources Department. The intent of this survey is to meet our statutory parameters related to the evaluation of principals and to provide valuable feedback to principals from their staff regarding his/her performance.
 - This survey will be completed in February/March of each year, will be anonymous, will align with the State Evaluation System for principals and will be reviewed based on any updates/changes in State Statute.
2. A staff survey facilitated by the SCEA:
 - This process will be completed once a year; this will take place between January and/or February of each school year.
 - The “Leadership Team” will send an electronic survey to all teachers. The Leadership Team is comprised of a high school leader, middle school leader and an elementary leader.
 - Teachers will have a minimum of one week to complete this survey.
 - The “Leadership Team” will compile the information into a one page document from the survey for each principal. They will look for three to five themes expressed within the survey and compile a list of “Strengths” and “Areas of Focus” for each principal. These results will be given to each principal and building AR within three weeks of the completion of the survey.
 - This list will be given to each principal BEFORE the meeting with the school AR.
 - This list will be given to each school AR to discuss with his/her principal. The AR will schedule a time to meet with his/her principal to share results.
 - Survey documentation will be shredded at the end of the school year.

Article X – Service Stipend and Longevity Program

10.1 Implementation of the Service Stipend and Longevity Recognition Program:

The District shall implement a Service Stipend and Longevity Recognition Program that compensates qualified teachers based on their time as a teacher in the District.

10.2 Service Award Requirements

For employees with 11 completed years of service with Summit School District, add a “service award” to the individuals pay. This award would continue up to 30 years with the District. This award would begin at \$1,000 for years 11-13, will then increase to \$2,000 annually for years 14-16 and will then increase to \$3,000 in years 17-30.

An employee must have a minimum of 11 and a maximum of 30 years of completed regular full or part time service in Summit School District prior to receiving the service award. For the purposes of the Service Award Program, a year of service is considered teaching in Summit School District as a full or part-time teacher for at least 135 days of an academic year. For the purposes of eligibility, the following items apply.

- Only years as a licensed staff member count towards eligibility for the service award program.
- PERA retirees are not eligible to receive a service award.

- A licensed staff member may have one break in service (not to exceed 5 years) that will not interrupt his/her eligibility for the service award.

The teacher’s service award shall be added to the teacher’s salary as determined by the salary schedule and shall be calculated as follows. The below service award will be prorated based upon the teacher’s FTE :

<u>Completed Years of Service</u>	<u>1.0 FTE Award Amount</u>
11	\$1,000
12	\$1,000
13	\$1,000
14	\$2,000
15	\$2,000
16	\$2,000
17	\$3,000
18	\$3,000
19	\$3,000
20	\$3,000
21	\$3,000
22	\$3,000
23	\$3,000
24	\$3,000
25	\$3,000
26	\$3,000
27	\$3,000
28	\$3,000
29	\$3,000
30	\$3,000

Article XI - Negotiations Process

11.1 Professional Master Contract Maintenance and Language Team:

11.1.1 Within the life of this Agreement, a team shall meet to review the language of this agreement. This team will work to clarify language and make any necessary recommendations related to this clarification to be included in the master contract for the following school year.

11.1.2 The team shall consist of no more than four (4) District representatives, including a board member and the Superintendent or his/her designee, and no more than four (4) teachers appointed by the President of the Summit County Education Association, including the President or his/her designee.

11.1.3 The team shall meet at least once each quarter of the year on dates mutually agreed upon. Should it be determined that it is not necessary to meet based on this time line, the quarterly meeting may be cancelled (upon mutual agreement).

11.2 Collaborative Training:

The District and the Association will arrange and participate in collaborative negotiation training sessions as needed.

11.3 Successor Agreement:

11.3.1 In January, 2008, the Professional Master Contract Maintenance and Language Team may expand in numbers as mutually agreed to allow for ample representation by both parties to allow for efficient and effective communication and participation. This increased-sized team will participate in collaborative negotiation training.

11.3.2 All formal negotiations will conclude no later than May 15th. If both parties feel it necessary and productive to extend this period, an extension shall be granted upon mutual agreement.

11.3.3 The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The respective negotiation spokespersons and committees shall be selected by the respective parties.

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

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

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

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

11.3.4.2 If the parties are unable to agree on the name of a mediator, the mediator shall be selected by each party, striking in rotation, a name from a list of five (5) people submitted by the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS).

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

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

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

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

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

11.3.4.8 If there are any unresolved issues after fact-finding, the Board shall decide the unresolved issues.

11.4 Non contractual Policies and Procedures:

11.4.1 The District and the Association will establish a team (when necessary) composed of 3 teachers, and 3 administrators (upon agreement by the SCEA and Administration, this team may also be made up of CMLT members or other members) to review, assess, and when appropriate, recommend policies and procedures that are deemed important to the teachers and/or the District. In the cases of policy changes necessarily made without the active participation of teachers, the Superintendent or his/her designee will inform the President of SCEA of the policy being developed at a minimum through receipt of the packets prepared for the Board of Education.

11.6 Re-Openers:

Should District revenues be insufficient to fund this Agreement, the District shall notify the Association in a timely manner. The District and the Association are obligated to renegotiate the financial elements of this Agreement to ensure the continued orderly operation of the District and comply with all Colorado constitutional and statutory requirements.

Article XII - Teacher Work Days & Hours

12.1 Number and Distribution of Days Worked:

Teachers shall work 184 days per school year. These days shall be distributed as follows:

- 176 student-contact days for secondary and 174 student contact days for elementary.
- Three (3) teacher work days. Two (2) at the beginning of the year (to be used for teacher independent work time and/or team planning time) and one (1) teacher work day at the end of the year.
- Two (2) compensatory days in recognition of time spent in parent conferences during after-school hours.
- Three (3) professional development days

Teachers will be scheduled for a total of four days prior to the start of school for high school students. Beginning with the 2016-17 school year, days will be designated as follows:

- Two days will be professional development days
- Two days will be teacher work days

- For teachers that are participating in the New Curriculum Implementation Day on the 4th day before the start of the school year for high school students, this day will be considered a New Curriculum Implementation Day and not a regularly contracted contract day. Therefore, the teacher will have a floating day (paid at his/her regular daily per diem) that s/he must schedule and work in collaboration with his/her principal on a different day, that is not part of his/her regularly scheduled contract.

Teachers new to the District beginning with the 2015-16 will be compensated for four days of orientation that they attend at the beginning of the school year, prior to the regular number of contracted days for teachers. The following parameters are related to these four additional days.

- Only new teachers to the district are eligible.
- Compensation will be at the new teacher’s daily rate of pay.
- New teachers will receive this corresponding dollar amount on his/her September 15th paycheck.
- In the event a new teacher misses any of the four days of orientation s/he will not be compensated for the days in which they did not attend the orientation.

12.2 Rescheduling of Days Lost Due to Weather and Unforeseen Events:

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

12.3 Establishment of School Calendar:

The school calendar shall be established by the Board in consultation with the Association.

12.4 Days Added Back to Teacher Work Year:

Days may be added to the teacher work year by the Board up to 190 days. Days added back shall be compensated to teachers at their current year’s per diem rate.

12.5 Teacher Work Day:

Teachers will work a 40 hour work week that includes a duty-free lunch period of at least 30 consecutive minutes. This period of at least 30 continuous minutes will be exclusive of time spent by teachers getting the children started through the lunchroom procedure followed in their building. This lunch period shall begin between the hours of 10:30 a.m. and 1:30 p.m. Teachers are salaried employees who are expected to give time outside of their regular work day voluntarily and cannot expect additional compensation for that time except as specifically provided for in this contract. These provisions will be prorated for part-time teachers.

12.6.1 Definition of the 40 hour week shall be as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
High School	7:30-4:18	7:30-3:18	7:30-3:18	7:30-3:18	7:30-3:18
Middle School	7:45-4:33	7:45-3:33	7:45-3:33	7:45-3:33	7:45-3:33
Elementary School	8:15 to 5:00	8:15 to 4:05	8:15 to 4:05	8:15 to 4:05	8:15 to 4:00

Article XIII - Teacher Work Load

13.1 Statement of Equitable Distribution of Work:

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

13.1.2 In addition to the 40 hour work week, Building Administrators may require up to four (4) hours per month for: staff meetings, departmental meetings, grade level meetings, committee meetings and PLC. The administrative faculty meetings are intended to create an atmosphere of time-efficiency during the allocated four (4) hours. Flexible scheduling for the four (4) hours per month can be accomplished with the teaching staff's consent.

13.1.3 PLC time is intended to be focused on instruction and students. Students are released early from school on Monday's to provide professional development opportunities and time for staff.

- The district is responsible for leading 3 PLC's per year.
- One elementary PLC per quarter at the elementary level will be used as planning time for teachers.

13.1.4 Building level leadership teams will be formed in each building. This team will be responsible for (including but not limited to) establishing the schedule and content for PLC meetings, aligned with district initiatives and building Unified Improvement Plans.

- Membership at the elementary level will include a Pre-K teacher, a 2-3 teacher. A 4-5 teacher, a single subject teacher and a specialist as determined by these groups. Additional membership may be considered by the principal.
- Membership at the secondary level will include a representative from each grade level team or content area, a single-subject teacher and a specialist as determined by these groups. Additional membership may be considered by the principal.

13.2 Teacher Planning Time:

13.2.1 A classroom teacher shall receive planning time as follows:

- Secondary teachers shall have at least one (1) individual duty-free planning period per day to be equivalent to a regular class period. Teachers may volunteer or be assigned to supervise study hall and will compensated at the rate of thirty (\$30.00) per hour. Middle School teachers will have team planning whenever feasible.
- Elementary teachers shall have 290 planning minutes per week in increments that are at least thirty (30) minutes during an instructional day.
- It is recognized that teacher planning time is a necessary component of a teacher's responsibility. Therefore, a Planning Time Relief Committee shall be created in individual buildings to review cases where sufficient planning time is questionable. This committee shall consist of two (2) certificated staff, and one (1) building principal to resolve the situation. The purpose of the committee is to work to resolve the situation before filing a grievance.
- These provisions will be prorated for part-time teachers.
- Elementary teachers will receive one building PLC per quarter for plan time.
- Elementary students will start school one day later than secondary students at the beginning of the school year and after the holiday break with the time being used for elementary plan time.

13.3 Compensated Duties:

13.3.1 Compensated Duties are distinguished from Non-compensated Duties by determining whether the time spent outside of the contract 40 hour work week is an extension of class instruction, i.e. a band class performing subject matter practiced during class time is Non-compensated time, whereas, a jazz band situation that is entirely independent of scheduled classes is a compensated duty.

Compensated Duties include non-instructional supervision of students such as parties, dances, club sponsorships, and student activities. All licensed employees of the district may request to be considered for Compensated Duty activities. These Compensated Duties shall be compensated at the rate of ten dollars (\$10.00) per hour.

13.3.3 Monetary Compensation will be offered for Compensated Duties at the rate of thirty \$30.00 an hour based on the nature of the job and at the discretion of the building administration.

When elementary teachers are asked by building administration to instruct 2 full classes due to having an absence that is not filled by a substitute teacher, s/he will received \$30.00 per hour during this time.

13.3.4 All schools shall have a line item building budget designated for Compensated Duties.

13.3.5 Teachers shall not receive compensation for back-to-school nights. Time spent participating in parent conferences shall be compensated with release days.

13.4 Substitutions/Substitute Teachers:

When teachers are requested by the administrator to substitute for other teachers, they will be compensated at thirty (\$30.00) per hour, prorated. Substitution of less than fifteen (15) minutes will not be compensated.

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

13.5 Student-Teacher Ratio for Regular Classroom Teachers and Specials:

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

13.5.2 Student-teacher ratio is also believed to be an unique circumstance of varying situations. Schools are first responsible for class-size equity. Paraprofessional time shall be an option for additional class size relief, should the buildings staffing allocation allow for it. A Class Size Relief Committees may be created to review individual class size ratio situations in case of a concern pertaining to meeting student needs and to promoting optimal learning. These

committees shall consist of a minimum of two (2), and one (1) building principal to resolve the situation.

Should the concern not be resolved at the building level, it may be sent to the Superintendent for further consideration. The concern should be in writing and should include the following:

- An explanation of the concern and how it pertains to meeting student needs and to promoting optimal learning.
- An explanation of the steps that have been taken to rectify the issues.

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

13.6 Professional Development Pay:

13.6.1 Teachers shall be paid for agreed upon instructionally related activities outside of the teacher contract days at a rate \$30.00 per hour. When receiving pay for Professional Development, teachers will not receive credit for lane advancement for salary purposes.

13.7 Athletic/Activity Pay:

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

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

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

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

13.7.5 Varsity coaches shall receive an additional week of pay for each week of post-season-participation.

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

13.7.7 Activities that utilize class time shall receive a per-diem stipend only for time dedicated beyond the 40 hour work week when the activity schedules three (3) or more extra duty practices for that

specific performance/ activity. There shall be no accumulation for separate activity practices that are less than three (3) per specific performance/activity.

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

Article XIV - Vacancies & Transfers

14.1 Notice of Vacancies:

14.1.1 Notices shall be posted at the Human Resource Office and on the District Web site, and in a variety of media publications authorized by Central Administration.

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

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

14.2 Transfers:

14.2.1 Changes in job status are a sensitive area. Teachers are considered employees of the District and not of an individual school and efforts should be made to maintain a respectful relationship between the District and teachers. Personal contact should be a component of District transfer procedures. In general, teachers should be assigned to positions where they are qualified and will contribute to the total educational program.

14.2.2 Reassignments are the same as a District initiated transfer: Reassignments, like transfers, are a sensitive area. Teachers are considered employees of the District and not of an individual school and efforts shall be made to maintain a respectful relationship between the District and teachers. In general, the assignment of a teacher within their specific school, grade level, or subject of instruction, does not imply permanent assignment to that position. No teacher shall be placed in a transferred position to which he/she is not qualified by virtue of academic preparation, certification, licensure or highly qualified status. No probationary teacher shall be transferred without the express written permission of the Superintendent.

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

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

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

- Valid reasons include, but are not limited to, a teacher transfer occurring because of changes in the extent of the program, the number of students enrolled, working relationships, and/or skills and qualifications.
- When transfers are deemed necessary, the Superintendent's first consideration shall be to accommodate Teacher-Initiated Transfers from the transfer list before implementing District-Initiated transfers.
- Shall be completed by June 30, for the succeeding year (unless otherwise agreed up on between both supervisors). As an exception, District-Initiated Transfers may be made after June 30, and before the end of the first semester of the given school year, in response to changes in student population among schools. Exceptions may also be made under extenuating circumstances, by the District with notification to the Association Leadership, not including teachers directly involved in the transfer.

14.2.5 Teacher-Initiated Transfers are to promote professional growth and development provides opportunities for advancement, and/or personal reasons. Teachers who desire a change in assignment for an ensuing school year should submit their request in writing to the building Administrators as early as the beginning of second semester. Probationary teachers must indicate their interest in a transfer to their Administrator and Superintendent who then will decide if the request should be advanced to Human Resources.

14.2.6 It is the responsibility of the District to post open positions in buildings during the school year, at Central Office all year, and the District shall attempt to maintain electronic postings continuously within the District. Teachers are welcome to contact the Human Resource Office at any time. It is each Administrator's responsibility to review the communications that they receive related to teachers expressing an interest in transferring as openings occur. It remains the responsibility of the teacher to be informed of the open positions. Teachers interested in a transfer should forward their written communication to the Director of Human Resources and the Principal of the school they are interested in transferring too.

14.2.7 In-District Transfer applicants shall be assured a formal interview when a position for which they are qualified and interested in, opens. Probationary teachers shall be allowed one (1) Teacher-Initiated Transfer request during their probationary period. Non-probationary teachers are not limited to the number of requests they may submit.

14.2.8 When filling a vacancy the District shall take into account the program needs of the District and these primary factors among other things:

- The teacher's previous effectiveness ratings.
- The teacher's area of licensure.
- The teacher's endorsement areas.
- The teacher's educational preparation and training.
- The teacher's experiences, including length of service in the District and his/her most recent teaching experience.

Article XV - Leave Days

15.1 Allocation of Annual Leave Days:

15.1.1 Each full-time licensed teacher shall be entitled to 10 annual leave days school year. Requests shall be made to the building Principal one (1) week in advance except in cases of a last minute illness. A Principal may waive this requirement. Any unused annual leave days shall accumulate as banked annual leave.

Teachers will have the option for the first 4 unused days of his/her annual leave days to be bought back by the district at the end of the school year at the substitute teacher rate of pay.

These pay outs must be elected on or before June 1st for payment on his/her June or July 15th paycheck.

Annual leave not used (or bought back) will automatically roll into banked annual leave for the following year. Banked annual leave can only be used in instances of illness.

15.1.2 Use of annual leave days shall not be restricted except by the availability of substitute teachers. With the exception of illness, annual leave days may not be taken to extend a vacation such as Thanksgiving, holiday, winter and spring break or during the first or last 10 days of student contact days. They may be used before students start or after the last student day of the year. With Director of Human Resources approval and the ability to procure substitute coverage, personal leave may be used during the last 10 days of student contact days or to extend a break if sufficient evidence is provided of a family-related (spouse, partner, child, parent, grandparent, cousin, niece, nephew, sibling, or parent in-laws) event such as a child's graduation. Under special or hardship situations (not including extensions of a break for a vacation or recreational activity), the teacher may apply to the Director of Human Resources for approved leave with or without pay during the first or last 10 days of school or other times preceding or following break times during the school year.

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

15.1.4 There shall be no annual leave taken during conference times or during PLC collaborative time (except in the instance of illness) unless the whole day is requested as leave. Medical appointments are intended (whenever possible) to be scheduled outside these times.

15.2 Annual Leave Sick:

15.2.1 Unused annual leave may be accumulated. Banked annual leave may not be used for travel out of state for routine medical service. Among the reasons for which ~~paid~~ banked annual leave may be used are illness, injury, sickness or short-term disability related to pregnancy, doctor and dental visits, and other health purposes when such appointments can be made only during the working day. In all instances annual leave must be used prior to accessing banked annual leave.

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

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

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

15.2.6 Any teacher taking annual leave or banked annual leave may be required to verify the illness or injury by furnishing a medical doctor's statement or certificate. Abuse of sick leave shall be grounds for discipline and may be grounds for dismissal.

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

15.2.8 A teacher who is absent due to a death in his/her immediate family or in his/her spouse's family may use annual leave days or banked annual leave days.

15.2.9 Absence due to serious illness or death in the immediate family shall not entitle the teacher to apply to the sick-leave bank for extra days.

15.2.10 For each actual work day a teacher is absent after annual leave allowances are exhausted, or because of absence other than illness, a deduction shall be made from his/her salary on a per diem basis.

15.2.11 All types of leave shall be reported to the Absence Management-system prior to the start of the leave and must be approved by the employee's immediate supervisor. In instances where this does not occur, the leave may be processed as leave without pay pending extenuating circumstances are provided by the immediate supervisor and approved by the Director of Human Resources.

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

The approval of a Supervisor prior to the reporting of an absence to absence management system is required in order to authorize the employee to be out of the building or department. This approval process is monitored at the building or department and does not supersede the application of District policy.

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

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

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

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

Completed Years of Service	Unused Days Paid At \$66 Per Day*
5-8	\$33.00 Per Day
9-12	\$49.50 Per Day
13+	\$66.00 Per Day

15.2.14 For those employees with 90 days of accumulated annual leave as of July 1, 2005, annual leave days accumulated over the amount of ninety (90) shall be banked separately and paid at a rate of sixty-six dollars (\$66.00) per day upon voluntary resignation or retirement.

15.3 Sick Leave Bank:

15.3.1 A sick-leave bank will be available to teachers who have extended serious illnesses or injuries. All teachers shall contribute two (2) days of current annual leave benefits to the bank at the initial date of appointment. The bank may accrue an unlimited amount of days. The following conditions and all current legal requirements will govern the granting of sick-leave days from the bank:

- Bank days may not be granted until a teacher has used all individual sick and personal days.
- Not more than 60 work days may be used by one person in one school year.
- Not more than 60 work days may be used by one person for the same injury or illness.

15.3.2 Because bank days are to be used only for serious illness or injury, medical evidence of such illness or injury will be required.

15.3.3 The first two (2) days beyond the teacher's own individual annual sick leave must be taken as a day of leave without pay. Additionally, annual leave and banked annual leave must be exhausted prior to days from the sick leave bank being awarded.

15.3.4 Bank days may be used only as approved by a three-member licensed teachers' committee appointed by the Superintendent. The committee will include an SCEA teacher representative appointed by the President. The committee may be either an ad hoc or a standing committee. This committee will review medical documentation. The committee may submit the documentation to a local qualified physician for determination of the seriousness of the case and its interference with the ability of the teacher to perform his/her duties. The committee can require the teacher to submit to an examination by a qualified physician at the District's expense.

15.4 N/A

15.5 Professional Leave:

15.5.1 Each full-time licensed teacher shall be entitled to one Professional Leave Day at the rate of one (1) day per school year. Such leaves shall be cleared by the principal and/or the Superintendent at least one (1) week in advance. A Principal may waive this requirement. The Professional Day cannot be taken to extend a vacation as stated above.

15.6 Pregnancy Disability Leave:

15.6.1 It is the intent of Summit School District to allow teachers to utilize up to 12 weeks of earned personal and/or sick leave for the purposes of FMLA leave for both maternity and paternity. The conditions of this will be in compliance with current Federal Family and Medical Leave Act (FMLA) regulations.

Sick leave for disability related to pregnancy and childbirth shall be available for use to any teacher who becomes pregnant consistent with the eligibility requirements established through the Federal Family and Medical Leave Act. Such leave shall be allowed during the period of the pregnancy, if sick days are accrued and may be used during a reasonable time immediately following termination of the pregnancy, as is medically necessary to safeguard the health of the mother and/or the child.

15.6.1.1 Determination of Necessity:

Determination of such period including the beginning, duration, and end of the period shall be made by the teacher's physician. The District may require final determination by a mutually-agreed to physician.

15.6.1.2 The District may require a doctor's certificate to confirm health concerns. However, any leave granted shall in no way affect the powers of duties of the Board including, but not limited to, the non-renewal of a contract of a probationary teacher.

15.6.1.3 Benefits: A teacher on pregnancy disability leave for medical necessity, as determined by the teacher's physician, shall receive pay, insurance, and other benefits to the same extent and on the same basis as sick leave used for other purposes.

15.7 Extended Leave of Absence:

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

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

15.7.1 Serious consideration will be given to requests for extended leaves for the following reasons.

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

The teacher/administrator making a request for an extended leave shall state in writing which of the above reason(s) apply. Requests for an extended leave to seek other employment or to enter into a contractual relationship with another district will not be granted. The teacher may however, be permitted to substitute in

the School District at the district-approved substitute rate of pay with the approval of Director of Human Resources. If the district confirms that an employee on extended leave from the district is employed elsewhere or that the reason for the request for leave changed during the course of the leave, without the approval of the Director of Human Resources, that unauthorized employment and/or change may be grounds for termination based on the individual circumstances of each case. Requests from teachers on an extended leave of absence will be considered on an individual basis.

15.7.2 Requests for Extended Leave:

- Requests for extended leave must be in writing and must have the approval of the Director of Human Resources who shall consult with the staff member's supervisor(s) prior to formalizing a recommendation to forward to the Board of Education.
- Staff members who are requesting a leave of absence for a full school year should make their request by March 15 during the school year proceeding the year in which the leave is desired.
- Leaves of absence that are requested for a full school year will be granted for only one (1) school year in length. The status of all leave requests will be determined by April 1st. Additional years may be granted in documented situations where a staff member has an immediate family (as defined by the Federal FMLA Act) that is gravely ill.
- Requests for extended leave of absences will not be granted or there may be a limit as to the duration of the leave if there is a concern that a suitable replacement cannot be employed.
- Extended leaves of absences, unless filled with a transfer, will, when possible, be filled by a replacement that is given an interim contract.

15.7.3 Extended Leave of Absence Granted

- Extended leaves of absence are granted without salary, benefits or other district benefits for the duration of their leave. Those granted extended leaves may choose to pay the premiums necessary to remain in the district health and dental insurance program through COBRA. Payments for continuation of these benefits must be received by the Human Resources Office on or before the first of each month. Please note that employees utilizing COBRA may do so for up to 18 months.
- Employees returning to the District after an extended leave may return to the same position upon their return or they may be reassigned the most comparable job available in the building they left for which (s)he is qualified unless Policy GCQA/GCQB (*Instructional Staff Reduction in Force*) applies. If returning to the building (s)he left is not an option from the building perspective, (s)he will be placed elsewhere in the District in a position in which s/he is considered highly qualified consistent with Colorado's definition of a highly qualified teacher.
- If the date of return from an extended leave is the beginning of a school year, the assignment shall be assured provided the staff member notifies both their supervisor and the Director of Human Resource on or before March 15 of the preceding year of his/her intention to return. Extended leaves will be filled, when possible, with a replacement that is offered an interim contract.
- Staff members who are approved for an extended leave of absence for the entire school year will not receive credit for a year of experience on the salary schedule upon their return unless that person's leave consists of a concentrated year of documented comparable teaching experience that had prior approval by the Director of Human Resources.
- Staff members who are approved for an extended leave for less than a year will receive a year towards non probationary status only if they were scheduled for a minimum of 20 hours per week for at least the last 120 days of the school year consistent with State Statute.
- Salary increments will be granted only if the period of the leave in a given school year is less than 90 calendar days.

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

15.7.4 Returned from an Extended Leave

- Failure to notify his/her supervisor and the Director of Human Resources of his/her intent to return for the following school year by March 15th may be processed as a voluntary separation of employment.
- Prior to returning from an extended leave of absence that was granted due to health reasons, the Director of Human Resources may require the staff member to present a statement from a physician that he/she is physically and/or mentally able to resume the normal duties required of his/her assignment. If requested, confirmation of the physician's statement by another physician selected by the Director of Human Resources may be required at the expense of the District.
- Should an employee be granted an extended leave of absence and they decide not to return (and thus separating employment) to the District the following year, s/he will be granted an interview for positions in which they are qualified for during the following years hiring season.
- Upon being re hired (after a separation from employment resulting in not returning from an extended leave of absence), s/he will be placed on the licensed salary schedule as a newly hired staff member with the exception of being placed in the lane in which s/he was placed at the time of the separation.

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

A leave for the purpose of an international teaching experience is interpreted as a leave from active duty (a licensed, contracted position) with Summit School District granted for professional development and improvement and may be granted by the Board of Education upon the recommendation of the superintendent.

A leave for the purpose of an international teaching experience is a request being made for either one or two entire school years as specified at the time of application. Decisions regarding the approval of this type of leave should be made in a manner that ensures that it will not have a negative impact on students.

Requests for leave to participate in an international teaching experience will be limited to three approvals per year and will be approved only in situations where a suitable replacement can be employed.

REGULATIONS:

1. The approval of an international teaching experience is restricted to teachers who meet the following criteria:
 - Will have earned non-probationary status prior to the time of their international experience and
 - Have successfully completed five consecutive years as a teacher or administrator in the District.
 - Has received a minimum overall, earned evaluation rating of Proficient in the previous two consecutive years.
2. The Board of Education will be responsible for the final approval related to international teaching requests and will be based upon the request of the teacher and the recommendation of the

Superintendent and/or his/her designee.

3. All requests for an international teaching experience leave shall include the following:
 - Details related to the anticipated benefits of the experience for students in the classroom.
 - A proposal reflecting how the experience will be shared with and provide his/her colleagues with professional development benefits.
4. Approval for an international teaching experience will only be approved in the event it is determined that a suitable replacement can be found.
5. The expectation of the District is that the teacher agree to return to employment with Summit School District for a minimum of three full years and will share his/her experiences through professional development opportunities that are mutually agreed upon between the teacher and his/her principal prior to the approval of the leave.
6. Requests for leave to participate in an International Teaching Experience are granted without salary, benefits or other district benefits for the duration of their leave. Those granted this type of leave may choose to pay the premiums necessary to remain in the district health and dental insurance program through COBRA. Payments for continuation of these benefits must be received by the Human Resources Office on or before the first of each month. Please note that employees utilizing COBRA may do so for up to 18 months.

Requests for leave to participate in an International Teaching Experience

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

Returning from an International Teaching Experience

1. Failure to notify his/her supervisor and the Director of Human Resources of his/her intent to return for the following school year by March 15th may be processed as a voluntary separation of employment.
2. Upon return, will be placed on the licensed salary schedule at the same point in which s/he was placed prior to their approved leave with any additional years of experience obtained from an accredited institution being applied to his/her placement.
3. Employees returning to the District after a leave to participate in an international teaching experience may return to the same position upon their return or they may be reassigned to another position for which (s)he is qualified unless Policy GCQA/GCQB (*Instructional Staff Reduction in Force*) applies. If returning to the building (s)he left is not an option from the building and/or administrative perspective, (s)he will be placed elsewhere in the District in a position in which s/he is considered highly qualified consistent with Colorado's definition of a highly qualified teacher.
4. Salary increments will be granted only if the period of the leave in a given school year is more than 90 calendar days.

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

15.8 Civic Duty Leave:

15.8.1 Leave with pay will be granted to any teacher to fulfill his/her civic duty including, but not limited to.

- Being summoned for jury duty and required to be present at the courthouse for such jury duty.
- Subpoenaed as a witness to appear at a legal proceeding in connection with the teacher's performance of duties as a teacher of the District.
- Subpoenaed to appear as a witness at a legal proceeding that the teacher is not a litigate.

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

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

15.9 Military Leave:

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

15.11 Sabbatical Leave:

15.11.1 In order to provide opportunities for professional improvement, candidacy for sabbatical leave shall be available to teachers for the purpose of permitted study, travel, or growth that will benefit the schools and the students of the District. Sabbatical leave will also be based on available yearly funding.

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

15.11.3 *Eligibility to Apply for Consideration:*

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

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

15.11.3.3 Applicants are required to have completed a minimum of three (3) educational growth steps prior to application for a sabbatical.

15.11.4 A written application shall be made to the screening committee for sabbatical leave. The application shall include...

- Plans for the use of the sabbatical leave,

- An explanation of the plan's potential for increasing the applicant's professional competency,
- An explanation of how the leave will benefit the District,
- Length of service to the District,
- The capacities of service,
- Contributions to the District during time of employment,
- Summaries of other job experience and educational work,
- Delineation of the merits of the sabbatical application.

15.11.5 *Screening:*

15.11.5.1 The screening committee for sabbatical leave shall consist of an administrator appointed by the Superintendent; three (3) teachers, one from each level: elementary, middle, and high, appointed by the Summit County Education Association President; and a Board of Education member. The screening committee will consider...

- Assured eligibility of the applicant,
- The proposed leave's potential for contributing to the applicant's professional growth,
- Benefit to the School District,
- Applicant's professional contributions to the District and personal growth as a professional educator.
- Availability of a qualified substitute teacher for the position.

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

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

15.11.7 *Time Line:*

- Applications must be filed with the office of the Superintendent between January 1 and 4:00 p.m. February 1 for either a full-year or one-semester sabbatical request.
- The screening committee will review and make recommendations to the Superintendent by February 28 or sooner.
- The Superintendent will make recommendations to the Board of Education at the first business board meeting of March.
- The Board will make the final selection by the end of the last Board meeting of March.
- Applicants will be notified before the Friday following the final decision of the Board.

15.11.8 Either the committee, the Superintendent, or the Board may request an interview with the applicant(s) prior to the decision.

15.11.9 Teachers on Sabbatical Leave will receive compensation and participate in benefits accordingly:

- Annual salary will be at half salary, excluding pay for any additional duties or assignments such as coaching, departmental heads, or any other for the period chosen.
- The teacher may continue with the District's health-care program by paying half the premium while on sabbatical leave (deducted from the monthly pay). The District will pay the other half.
- Accumulated sick leave shall be retained.
- Paychecks will be mailed on the regular pay days to that address provided by the teacher.
- Only those benefits listed herein apply to sabbatical leave grantees.
- All salary scale increments and/or pay raises will be awarded to the applicant upon their return to the District.
- The applicant must return to the District for no less than two (2) years after the Sabbatical, or must reimburse the District for the compensation received during the sabbatical proportionately to the length of the return to service.

15.11.10 *Administrative Provisions:*

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

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

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

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

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

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

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

15.11.15 Under extenuating circumstance, the Superintendent may require, and the teacher shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling both the agreement and all the requirements of the leave. In the event that the teacher is not fulfilling the agreement, or is dilatory in any respect, all future payments may cease and the Board may demand that all sabbatical pay received be returned.

Article XVI - Salary Schedule

16.1 Monthly Pay:

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

16.2 Pay Date:

The date of pay for each month will be the fifteenth.

16.3 Experience Pay:

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

16.4 Horizontal Movement on Salary Schedule:

16.5.1 Horizontal Movement on the salary schedule can be completed by successful completion of 12 semester hours as documented on a salary advancement plan. For additional details related to Horizontal Movement, please reference the "Lane Advancement Plan" effective September 1, 2012.

16.5 Lane Advancement Plan

- Teachers will be able to increase their salary through a new professional development plan called the "Lane Advancement Plan"(Attached).
- Once salary schedule placement has occurred, 12 additional semester hours will be required to move to the next lane.
- A record of accumulated hours will need to be maintained by licensed staff to be used for the next lane advancement.
- Completion of lane advancement can be submitted anytime of the year. If documentation and submittal are completed by the first of the month, payment can begin on the 15th of the same month. Pay will not be adjusted retroactively.
- District approved contact hours and college credit can both be applied to the Lane Advancement Plan with administrator approval.

Article XVII – Changes and Additions during the Term of the Contract

17.1 Clause for the allowance of memorandums of understanding:

17.1.1 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:

- 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.
- 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.
- 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.
- 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 XVIII – Duration of Contract

18.1 The terms of this contract shall be in full force and effect from September 1, 2017 through and including August 31, 2020. It is also understood that only salary and insurance shall re-open for years, 2018 and 2019. The Master Contract, other than salary and insurance, shall not open for negotiations again until the 2020 negotiations. It is understood by both the District and Summit Education Association that negotiations shall be held with Interest Based Strategy facilitators if either side requests facilitation.

Article XIX – Signature Page

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective representatives. The details contained in the contract are effective as of the 1st day of September, 2017 as approved on this 27th day of August, 2017.

SUMMIT COUNTY EDUCATION
ASSOCIATION

SUMMIT SCHOOL DISTRICT RE-1

by: _____
President, SCEA

by: _____
President of School Board

to writing and shall submit the tentative agreement to their respective constituents, consistent with each party's established practices and procedures.

- 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.

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Article XIX – Signature Page

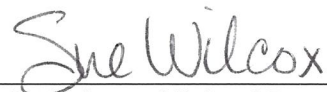
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SUMMIT COUNTY EDUCATION
ASSOCIATION

SUMMIT SCHOOL DISTRICT RE-1

by: 

President, SCEA - designee
Kai Miller

by: 

President of School Board

Last Update September 1, 2018