

Negotiated Agreement

Between the

Trinidad Board of Education
Trinidad School District 1

And the

Trinidad Education Association
Educational Support Professionals

for the period

July 1, 2018 to June 30, 2021

TRINIDAD SCHOOL DISTRICT 1
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AGREEMENT:

This Agreement is made and entered into by and between the Board of Education of Trinidad School District 1 in the County of Las Animas, State of Colorado, on behalf of said school district and the Trinidad Education Association Educational Support Professionals, affiliated with the Colorado Education Association and the National Education Association on behalf of itself and the classified employees of the said school district and constitutes the entire Agreement of both parties, effective on the first day of July 1, **2018**.

PREAMBLE:

WHEREAS, the Board and Association recognize and declare that providing services in support of a quality education for the children of Trinidad School District 1 is their mutual aim, and that excellent education depends in part upon the quality, morale, and cooperation of the classified employees of the Trinidad School District 1. This Agreement is entered into and is dedicated toward establishing an effective labor-management relations program.

Now, therefore, the parties agree as follows:

ARTICLE ONE - DEFINITIONS

- 1-1 **ASSOCIATION** The Trinidad Education Association Educational Support Professionals (TEA-ESP) CEA/NEA, a party to this Agreement.
- 1-2 **BOARD** The Governing Board of Education of Trinidad School District 1 in the County of Las Animas and State of Colorado, a party to this Agreement.
- 1-3 **DAYS** Calendar days, unless otherwise provided in this Agreement.
- 1-4 **DISTRICT** Trinidad School District 1 in the County of Las Animas and State of Colorado.
- 1-5 **EMPLOYEE** Any full time and part time member of the bargaining unit in a classified employee position who is not a confidential, temporary, substitute, administrative or supervisory employee.
- 1-6 **EMPLOYMENT YEAR** The period from August 1 through July 31 for nine (9) & ten (10) month employees; and July 1 through June 30th for twelve (12) month employees.
- 1-7 **EMPLOYER** The Board or its designee(s).
- 1-8 **FULL TIME** Twenty (20) or more hours of employment per week.
- 1-9 **SUPERVISOR** The manager/designee responsible for the daily supervision, evaluation of the employee, and recommends promotion, demotion, hiring and firing of the employee.
- 1-10 **PART-TIME** Less than twenty (20) hours of employment per week.
- 1-11 **SUPERINTENDENT** The superintendent of Trinidad School District 1.
- 1-12 **BARGAINING UNIT** All full time and part-time classified employees of the District except:
- 1) Administrators/Principals
 - 2) Teachers
 - 3) Counselors
 - 4) Managers, supervisors and confidential employees who are specifically excluded from the Negotiating Unit and who are listed on Appendix A, attached hereto.
 - 5) Substitute and temporary employees.
- 1-13 **PARTY OR PARTIES** The Board, or its representatives acting on its behalf, and the Association, or its representatives acting on its behalf.

1-14 **DISCIPLINARY ACTION** An action that is with just cause toward a bargaining unit employee, intended by an Administrator, Supervisor or Principal to be disciplinary in nature as part of the progressive disciplinary process in article 12-2-1

1-15 **SCHOOL CALENDAR YEAR** THE ADOPTED DISTRICT SCHOOL CALENDAR.

ARTICLE TWO - GENERAL PROVISIONS

- 2-1 Neither the Board nor the Association, or any authorized agent of the Board or the Association, shall discriminate against any employee on the basis of race, age, creed, color, national origin, sex, marital status, handicap, sexual orientation, membership or non-membership, or participation or non-participation in the activities of, any labor organization.
- 2-2 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect through June 30, 2021.
- 2-3 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent in writing of the parties hereto. (Also refer to 2-8.)
- 2-4 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the United States of America.
- 2-5 The provisions of this Agreement shall control where any direct conflict exists between this Agreement, Board policy, and practice not incorporated in this Agreement. In the event of a change in a District-wide personnel policy not controlled by this Agreement and when this policy directly affects employees, the District agrees to consult with the Association regarding such change prior to its implementation. Any matter not covered by this Agreement, Board Policy shall control.
- 2-6 At the request of the Association, the District shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. The Association shall reimburse the District for any unusual costs of obtaining such data which cost is mutually agreeable to both parties. At the request of the District, the Association shall make available copies of data pertinent to the subject of negotiations obtained from sources outside the District and on which the Association relies on for negotiations.
- 2-7 Subject to any limitations under State or Federal law, the Board shall make available to the President of the Association an advance copy of the agenda, the personnel report, and the minutes for each official Board meeting.
- 2-8 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall request to meet within a reasonable time no longer than thirty (30) days to renegotiate the new or stricken provisions.
- 2-9 When the District is considering an alteration to any aspect of the bargaining unit, such change shall be discussed by officially designated District and Association representatives. Discussion shall take place early enough in the District's decision-making process so that suggestions made

by the Association may be legitimately considered by the District. This Article and any Agreement pursuant hereto, shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its structure, perform its functions or operations or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

Nothing contained in this Agreement shall be construed to limit the discretion of the School District to confer with employees in the process of developing policies relating to the programs of the District.

- 2-10 It is agreed that where the feminine or masculine gender is used, it shall also apply to the opposite gender, and where the singular is used, it shall also apply to the plural.
- 2-11 The Board and the Association recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of Colorado may not be delegated, limited or nullified by agreement with any party. The Board is also subject to the Constitution and Laws of the United States of America. Any provision of these Negotiated Policies which are in violation of State or Federal Law shall be jointly revised to comply with law.

ARTICLE THREE - RECOGNITION

- 3-1 The Governing Board of Education of Trinidad School District 1, herein referred to as the “Board”, recognizes the Trinidad Education Association Educational Support Professionals, herein referred to as the “Association”, as the exclusive representative of the employees in the bargaining unit defined herein, for the purposes of collective bargaining on all matter relating to grievance procedure, rates of pay, wages, hours, and other terms and conditions of employment.

- 3-2 The Board agrees not to bargain directly with any other organization other than the association representing employees in the bargaining unit for the duration of this Agreement, nor shall the Board bargain directly with any bargaining unit employee or group of bargaining unit employees for the duration of this Agreement.

- 3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

ARTICLE FOUR - REPRESENTATIVE RIGHTS

4-1 DUES DEDUCTION

- 4-1-1 The Board agrees to deduct from the salary of each Employee who is a member of the Trinidad Education Association Educational Support Professionals and who has provided a written request and authorization, an amount of money equal to an Association member's dues in the Trinidad Education Association, the National Education Association, and the Colorado Education Association (collectively referred to hereafter as "Association representation fees or dues"), as those amounts are certified by the Association. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis with a list of all members who have authorized such deductions and the amount deducted from their pay.
- 4-1-2 Payroll deductions for Association membership shall be made unless an employee notifies the Association between August 1 and August 15 of each year, by certified return receipt written letter. The member must include the classified employee's full name, assignment, and work location. The certified letter must state the member wishes to cancel their membership in TEA, CEA, and NEA. Letters are to be sent to Trinidad Education Association, 511 West 29th Street, Suite C, Pueblo, CO 81008. The Association shall provide copies for any such letter to the Superintendent prior to end of work day, August 16.
- 4-1-3 The deduction referred to in Article 4-1-1 above will be made in equal installments semi-monthly for which payroll authorization is effective, i.e. September through the next succeeding August 31. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the 10th day of the month prior to the distribution of the payroll from which the deductions are to be made.
- 4-1-4 The Association will periodically furnish the Board with a list of all members who have authorized dues deductions. The Association shall also furnish the Board with a dues deduction form properly signed by the members. Such forms shall remain in effect during the employment of the member until such time as revoked by the member pursuant to Article 4-1-2.
- 4-1-5 The Association shall indemnify and hold the district harmless from any and all claims, demands, suits, cost and attorneys' fees incurred in connection with any such claim demand or suit, resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this article.
- 4-1-6 The Association shall have the right to use school facilities for Association meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted.

- 4-1-7 The Association shall have the right to deliver and receive materials through the school courier service. The Association shall be provided with bulletin boards or sections thereof for purpose of posting Association materials at work sites. The Association will have the ability to use the District e-mail to communicate with its members and bargaining unit according to the District policies.
- 4-1-8 Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property before and after school and during the duty-free lunch period.
- 4-1-9 Association representatives, during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day. All efforts shall be made to not disrupt the school/work day of employees.
- 4-1-10 The District agrees to furnish the Association in response to requests for all available information concerning the financial resources of the District and such other information as will assist the Association in developing programs on behalf of the Employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
- 4-1-11 The Association shall promptly be notified by the District of any written disciplinary actions, improvement or remediation plans, and suspension of pay or recommendation for dismissal of any employee. Any Employee who is asked by management to attend a meeting pertaining to the above disciplinary actions, will be informed of the reasons for the meeting prior to holding the meeting, when possible. The Employee has a right to discuss the matter personally or to request that an Association representative be in attendance.

ARTICLE FIVE - NEGOTIATION PROCEDURE

5-1 SCOPE OF NEGOTIATIONS

5-1-1 The scope of negotiations shall be on matters concerning classified employees' salaries, terms and conditions of employment, and other items mutually agreed upon.

5-2 CONDUCTING NEGOTIATIONS

5-2-1 A written request for formal negotiations between the Association and the Board may be submitted by either party. Such request shall be directed to the designated representative of the other parties.

5-2-2 Within two (2) weeks of the receipt by either party of a request to initiate negotiations, the parties should meet to exchange information about the requested negotiations and identify the specific concerns or interests that they desire to address. Such proposals need not be lengthy, but should serve to identify the nature of the concern prompting the request for negotiation. The parties will also identify a deadline for introducing new or additional topics to the negotiations with the provision that the lists may always be expanded upon mutual agreement.

5-2-3 Negotiations mutually agreed upon shall be conducted at times and places mutually agreeable to the negotiators named by each party provided, however, that such meetings do not interfere with the normal operation of the District, including normal job assignments of negotiation unit employees. If negotiations are conducted during the course of the workday, the members of the negotiation team shall be released from work duties without loss of salary to attend such meetings.

5-2-4 The Association shall present a written proposal in full to the Board ten (10) workdays prior to the first meeting. The Board shall respond in like manner of the time of the first meeting.

5-2-5 It is recognized that either party may designate its own representatives provided, however, that representatives shall be restricted to nine (9) members for each party.

5-2-6-1 It is recognized that either party may, if it so desires, utilize the service of consultants.

5-2-6 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. Both parties agree to present reasonable proposals which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

5-2-7 The Board shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning classified employee salaries.

5-2-8 Negotiations shall be conducted in open session.

5-3 ADOPTION OF AGREEMENT

5-3-1 Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated, and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.

5-3-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.

5-3-2-1 The Association agrees to present the tentative agreement to its membership and hold its ratification meeting within fourteen (14) calendar days after the tentative agreement has been reached, and to notify the Board in writing of the results of such meeting immediately following that meeting.

5-3-2-2 Following ratification by the Association, the Agreement shall be placed on the agenda for the next Board meeting for consideration of its adoption.

5-3-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

5-4 IMPASS RESOLUTION MECHANISMS

5-4-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.

5-4-2 Selecting Mediator. The Board and the Association will attempt to mutually agree upon a mediator. If the parties are not successful in selecting a desired mediator in this fashion, either party may submit a request first to the Federal Mediation and Conciliation Service (FMCS) and if no mediator is available from FMCS, then the American Arbitration Association for selection of mediator according to its then-current rules. The American Arbitration Association will submit identical lists of names of five (5) persons skilled in resolution of educational labor disputes to each party within seven (7) calendar days. Five (5) days after receipt of this list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The party striking first shall be determined by lot. The format, dates and times of meetings will be arranged by the mediator.

- 5-4-3 The mediator is not empowered in any way or permitted in any way to make any findings of fact, recommendations, or decisions concerning the position(s) of the parties and/or the issues related thereto.
- 5-4-4 The format, dates, and times of meetings shall be arranged by the mediator.
- 5-4-5 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

5-5 FACT-FINDING

- 5-5-1 If the mediation described in Section 5-4 has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact-finder. In the event that the parties are unable to agree on a fact-finder, the fact-finder shall be selected in the manner provided in Section 5-4 for selecting a mediator. Subsequent to this request, the parties may continue to negotiate until agreement is reached or a fact-finding hearing is convened, if both parties mutually agree that continued negotiations would be beneficial.
- 5-5-2 The fact-finder shall have the authority to schedule and hold hearings and make procedural rules. As soon as practicable upon appointment, the fact finder shall convene a hearing with at least ten (10) days written notice to both parties at which time both parties may appear to present facts and arguments with regard to those issues which remain in dispute.
 - 5-5-2-1 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.
 - 5-5-2-2 All hearings by the fact-finder shall be held in open sessions.
- 5-5-3 The hearing shall be concluded within ten (10) days of being first convened, and the fact finder shall issue his written findings of fact and advisory recommendation not later than thirty (30) days after the hearing is closed. The fact finder's report shall be issued to the Board and the Association only and shall set forth in the report the finding of fact, reasoning, and recommendations on the issues submitted.
- 5-5-4 Within five (5) days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
- 5-5-5 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) days after the meeting described in Section 5-5-4

- 5-5-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-3.
- 5-5-7 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
- 5-5-8 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.
- 5-5-9 The cost of printing the Agreement shall be shared equally by the Board and the Association.

ARTICLE SIX – GRIEVANCE PROCEDURE

6-1 Definition

6-1-1 A “grievance” shall mean a claim or complaint by a bargaining unit member, a group of bargaining unit members or, in the case of a grievance involving a class / group of employees, by the Association, that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement or published Board and Administrative policies and regulations concerning employment terms and conditions of employment related personnel matters.. Refer to Appendix C for the grievance document to be used for filing a grievance.

6-1-2 A “grievant” is the employee or employees who have filed a written grievance bearing the employee or employees’ name(s), or in the case of a grievance involving a class or group of employees, the Association.

6-1-3 A “work day” shall mean Monday through Friday with the exception of holidays and breaks.

6-2 Purpose

6-2-1 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 involving the matters dealt with in the Agreement. Both parties agree that their proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

6-2-2 Nothing contained herein will be constructed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of this administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present as such adjustment and to state its views.

6-3 Procedure

6-3-1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

6-3-2 In the event a grievance is filed at such a time it cannot be processed through all of the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of this school year or as soon thereafter as is practicable.

6-4 Hearing Levels

- 6-4-1 Level One: Informal Level. An Employee with a grievance is encouraged to discuss the alleged violation of the Agreement with his/her immediate supervisor or have his designated grievance representative do so. This discussion should occur within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based.
- 6-4-2 Level Two: Formal Grievance. An Employee wishing to file a formal grievance must file the written grievance with his/her immediate supervisor within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based or within twenty (20) work days of the meeting with the supervisor described in Section 6-4-1 above. The supervisor or designee and the grievant may be accompanied by a representative. The supervisor or designee shall provide a written response within ten (10) work days of the meeting.
- 6-4-3 Level Three - Superintendent: If the aggrieved employee is not satisfied with the disposition of his/her formal grievance at Level Two, or if no decision has been rendered within ten (10) work days after presentation of the grievance at the Level Two meeting, he/she may file the grievance in writing simultaneously with the Association and the Superintendent within five (5) work days after receipt of the written decision at Level Two or fifteen (15) work days after the Level Two meeting, whichever is sooner.
- 6-4-3-1 Within ten (10) work days after receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved employee and a representative of the Association in an effort to resolve it.
- 6-4-3-2 The Superintendent shall provide a written response within ten (10) work days of the meeting.
- 6-4-4 Level Four – Advisory Arbitration: If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the Level Three meeting, he/she may, within five (5) work days after decision by the Superintendent or fifteen (15) work days after the Level Three meeting, whichever is sooner, request in writing (with a copy to the Superintendent) that the Association submit his/her grievance to arbitration. The Association may, by written notice to the Superintendent within fifteen (15) work days after receipt of the request from the aggrieved employee, submit the grievance to advisory arbitration. If any question arises as to whether a particular dispute is arbitral under this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the “AAA Rules”).

- 6-4-5 The parties may agree on an arbitrator. In the event the parties are unable to agree on an arbitrator, either party may request that the American Arbitration Association furnish a list of five (5) arbitrators who are available and willing to serve. The parties shall meet within seven (7) work days from the mailing date of such list and cross off names to which they object with the party striking a name until one name remains. The remaining name shall be the arbitrator.
- 6-4-6 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 6-4-7 The arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed thirty (30) calendar days after the date of the close of the hearing, to the Board and the Association only.
- 6-4-8 The arbitrator shall not have the power to add to, subtract from, or modify any terms of this agreement or terms of applicable Board policy. The arbitrator's report shall be submitted in writing to the Board and the Association (or their respective representatives) only, and shall set forth his findings of fact, reasoning, conclusions, and recommendations.
- 6-4-9 The Board shall take official action on the report of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) work days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.
- 6-4-10 All mutually incurred costs of the arbitration, including the costs for the services of the arbitrator, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

6-5 Rights of Employees to Representation

- 6-5-1 No reprisals will be taken by the Superintendent or by any member of the administration or the Board against any grievant, any association grievance representative, or any other participant in the grievance procedure by reason of such participation.
- 6-5-2 An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the Association.

6-6 Miscellaneous

- 6-6-1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association within thirty (30) days after the Association knew or should have known of the occurrence of the event upon which the grievance is based, may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual

aggrieved employee who wishes to do so. In the process of investigating a grievance made directly by the Association on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.

- 6-6-2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved employee, within thirty (30) work days after he/she knew or should have known of the occurrence of the event upon which the grievance is based, will submit such grievance in writing to the superintendent and the Association directly and the processing of such grievance will be commenced at Level Three. The Association may process a class / group grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so. In the process of investigating a grievance made directly by the Association on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.
- 6-6-3 When it is necessary for the grievant or an Association grievance representative to investigate or participate in the investigation of a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her immediate supervisor by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. All efforts will be made to schedule grievances after work hours or go beyond the work day is without compensation.
- 6-6-4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6-6-5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms will be borne by the Board.
- 6-6-6 The Association and the aggrieved employee will be required to exhaust the grievance procedure set forth in this Article, including arbitration, before seeking alternative remedies provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
- 6-6-7 No grievance shall be recognized by the Board unless it has been presented at the appropriate level within the limits stated above. If not so presented, the right to file a grievance will be forfeited. Failure of the District at any step of this procedure to

communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant 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. Time limits under this procedure may be extended by mutual written consent.

ARTICLE SEVEN - LEAVES OF ABSENCE

7-1 Annual Excused Leave

7-1-1 Beginning in August, each ten (10) month Classified Employee shall receive annual leave with full pay for twelve (12) work days each year. There shall be no limit on the number of excused leave days which an employee may accumulate. All accumulated Sick Leave shall be converted to Annual Excused Leave and accumulated as such thereafter.

7-1-1-1 Classified employees that are working eleven (11) months and have an eleven (11) month contract will receive thirteen (13) annual excused leave days.

7-1-1-2 Beginning in July classified employees that are working twelve (12) months and have a twelve (12) month contract will receive fourteen (14) annual excused leave days.

7-1-2 Annual Excused Leave shall not be taken the first or last day of each semester, or the last school day before or the first school day after a holiday or vacation period, except as provided by the superintendent due to emergency situations. No reason need be given for the use of annual leave except when needed to verify an emergency/extenuating situation. Such leave shall be deducted from accumulated annual excused leave and shall be taken as least thirty (30) minute intervals. Any time used less than thirty (30) minutes per day will be made up within that pay period.

All employees shall give the supervisor advance notice of two (2) days with the exception of emergency situations when desiring to use annual leave. The supervisor has one work day to notify the employee of his/her decision and must provide a reason if denied.

If the leave is denied, the employee may appeal the supervisor's decision to the superintendent prior to the leave going into affect.

7-1-2-1 If an employee's effective date of employment is after the beginning of the contract year, the employee shall accrue annual leave on a prorated basis for each full month of employment during the current contract year.

- 7-1-3 If there is a reasonable concern regarding an employee's illness, the Superintendent or his designee, may require that the employee furnish a physician's certification of cause and duration of the illness.
- 7-1-4 The District shall have the right for cause, at its expense, to require physical or psychiatric examinations of an employee at any time by a physician selected by the District.
- 7-1-5 After an employee has exhausted all annual and accumulated excused leave, absences shall be deducted at the hourly rate of employee's pay for such time of absence not covered by annual excused leave. The supervisor shall meet with the employee to discuss the extenuating circumstances that is causing the use of leave without pay.
- 7-1-6 Any employee hired after August 2002 with eighteen (18) years of consecutive years of service to the district who retires, resigns in good standing, or dies prior to taking accrued annual leave will be paid at the rate of forty percent (40%) of his/her most recent hourly wage for the unused excused leave accumulated at the time of separation not to exceed ninety (90) days.

Current employees hired prior to August 2002 on the classified seniority list dated June 26, 2017 will be grandfathered in at fifteen (15) years of consecutive service to the district, who retires, resigns in good standing or dies prior to taking accrued annual leave will be paid at the rate of fifty percent (50%) of their per diem pay, for the unused annual excused leave accumulated at the time of separation not to exceed ninety (90) days.

The payments required by this paragraph or Article 7-1-6 shall be made by the District only up to the amount appropriated but unspent/uncommitted from the line item within the current budget year intended for such purpose. In the event that the amount of monies computed to be necessary to make full payment to all employees retiring or otherwise terminating employment under this Article is greater than the amount of funds appropriated and remaining as unspent/uncommitted as of April 1st, the District reserves the right to deny making such payment(s) in any amount greater than the amount of funds that remain appropriate but unspent as of April 1st.

Optional Payout Provision:

Should the amount of appropriated but unspent/uncommitted funds in this budgetary line item be insufficient to satisfy full payment to all employees who have given notice of retirement or otherwise terminating employment under this article each employee may choose to receive such payment over two (2) calendar years of time. Specific terms of arrangement of payment shall be made with each employee who chooses this optional provision however in no case shall the amount due and payable to such employee be greater than the initially computed amount due at the time of retirement or termination.

- 7-1-7 Any employee who has fifteen (15) days of annual leave or less and is currently on leave for him/or herself or a family members illness, may obtain not more than thirty (30) days

or two-hundred forty (240) hours additional time by having annual leave donated to them by other employees provided the illness is not work related. The employee shall contact the Association President and the payroll office when borrowing and/or donating days/hours to coordinate the usage of the days/hours. In no event shall the number of days/hours borrowed and/or donated exceed thirty (30) days or two-hundred forty (240) hours per employee. In the event of the employee's death the remaining days donated will be paid out to the family or estate at fifty percent (50%) of the employee's per diem rate.

7-1-8 No more than five (5) consecutive annual leave days may be used at any one time. If additional days are needed, they shall be authorized by the employee's supervisor or superintendent before they can be taken.

7-1-9 Classified employees will be allowed to accumulate ninety (90) days of Annual Leave to carry forward. Therefore, classified employees accumulating over ninety (90) days (up to one-hundred two (102) days) will be paid at a rate of 40% a day for excess days at year-end and the carry forward will be reduced to ninety (90) days. At year end, no classified employee will be allowed more than ninety (90) usable annual leave days.

The payments required by this paragraph of Article 7-1-9 shall be made by the District only up to the amount appropriated but unspent/uncommitted from the line item within the current budget year intended for such purpose. In the event that the amount of monies computed to be necessary to make full payment to all employees who are eligible for the annual leave buyout under this article is greater than the amount of funds appropriated and remaining as unspent/uncommitted as of April 1st, the District reserves the right to deny making such payments in any amount greater than the amount of funds that remain appropriated but unspent as of April 1st.

7-1-10 In the event that an employee has exhausted all of their annual leave and the donation process has been exhausted, the employee (provided that you have joined the sick leave bank by donating 1 day upon new employment with the District) can request up to twenty (20) days from the sick leave bank.

a) Applications for benefits from the bank will be made in writing and must be a minimum of five (5) working days. Application forms will be available through the Personnel Office.

b) An employee will not be able to withdraw days from the bank until his/her fully paid accumulated Annual leave is depleted.

c) Benefits of the bank shall be restricted to the illness or disability of an employee or an employee's family member.

d) Not more than twenty (20) days may be used by one employee in one (1) school year.

e) A doctor's statement specifying the nature of the illness or disability, the dates of medical service to the employee and the date of the patient's release for return to their regular duties, will be required.

f) It is understood that each member using days from the bank will be obligated to pay back their used days at the rate of one (1) every other month through the school year as long as they are employed by the district.

g) TEA-ESP shall have two (2) members on the sick leave bank committee.

7-2 FAMILY LEAVE

- 7-2-1 Upon the birth or adoption of a child, or a pregnancy related leave required due to a medically certified complication, a full-time classified employee shall be entitled, upon written request to the Superintendent or his designee, to an unpaid leave. In unusual circumstances, the period of leave granted may be extended upon request.
- 7-2-2 Initial written requests should include at least thirty (30) calendar days' notice of the intended leave commencement date.
- 7-2-3 An employee who is pregnant may continue active employment as late into her pregnancy as her physician recommends, provided she is able to properly discharge her duties.
- 7-2-4 An employee may, because of verified medical disability connected with or resulting from such pregnancy or childbirth, at the employee's option, use available earned cumulative leave for such disability. The District may require additional statements from the attending physician at any time.
- 7-2-5 While on such leave, an employee shall have the option of remaining an active participant in those fringe benefit programs for which eligible at the employee's expense.
- 7-2-6 If the period of leave exceeds the attending physician's determination of when the employee is able to resume regular work, excluding cumulative leave, in a given, work year, no increment credit will be granted, however, accumulated leave will be maintained.
- 7-2-7 A full-time classified employee adopting a child shall be entitled, upon written request, to an unpaid leave commencing at the time of adoption. The employee shall direct such request to the Superintendent or his designee in writing and, except in case of emergency, shall give notice of at least five (5) calendar days prior to the date on which the leave is to begin.

7-2-8 An employee who is granted family leave shall have the right to return to work on the following basis:

7-2-8-1 An employee on family leave, for a period of sixty (60) calendar days or less, shall be returned to the same position, provided the employee has notified the Superintendent in writing of the employee's desire to return to active employment no later than thirty (30) calendar days prior to the date the employee desires to return.

7-2-8-2 If an employee elects to extend the leave beyond sixty (60) calendar days but indicates a desire to return to work within twelve (12) months after the birth of the employee's child, the employee shall be re-employed subject to positions being available. If more than one employee has given notice pursuant to this paragraph, such employees shall be returned to work, subject to position being available, in order of the dates on which notice of their desire to return to work was given to the District.

7-3 INJURY LEAVE

7-3-1 All full-time classified employees temporarily absent from work and unable to perform his or her normal duties as a result of injury or occupational disease, arising out of and in the course of their employment by the District, shall be granted injury leave of up to thirty (30) days with full pay less the amount of any workers' compensation payment benefits or awards made for temporary disabilities due to said injury. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave. No part of such leave will be charged against the employee's annual excused leave. Any employee denied or penalized under the workers' compensation statute shall not receive injury leave. Upon the approval for worker's compensation, the employee shall return the worker's compensation check to Worker's Comp during the time the employee is on injury leave and receiving full pay and benefits.

7-3-2 The District and/or the District's insurance carrier shall be subrogated to the claims of such employee against any third person or persons for the amount of benefits paid by the District.

7-3-3 If an employee incurs an injury arising out of and in the course of such employee's employment by the District which is compensated by no-fault insurance for the first three (3) days of such injury, and for which the District's workers' compensation insurance carrier makes no payments, the employee shall be granted injury leave with pay for those three (3) days, unless the employee assigns any such payment to the District. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave.

7-4 JURY DUTY

7-4-1 Each classified employee will receive regular payment from the District for the first three (3) days of continuous jury service on a trial or Grand Jury. After the third day of continuous service on a trial or Grand Jury, the classified employee has the option of accepting the per diem payment from the State, or receiving regular payment from the District. If the classified employee chooses to accept the regular payment from the District, the per diem payment from the State must be returned to the payroll office by the classified employee. If the classified employee chooses to accept the per diem payment from the State, the payroll office of the District must be informed immediately, in writing, that the classified employee has chosen this option.

7-4-2 An employee who reports for jury duty but is excused by the court less than half-way through the work shift shall immediately report to their district assignment.

7-5 PROFESSIONAL LEAVE

7-5-1 From time to time employees may be requested by the District to attend meetings, workshops or symposiums through which the employee will receive training and, thereby, become more efficient in the discharge of their duties. Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses, such as mileage, lodging and meals (or per diem), registration fees, parking, and gratuities, may be approved.

7-6 ASSOCIATION LEAVE

7-6-1 Sixty (60) days of Association Leave per year may be granted to full-time classified employees designated by the Association to permit them to attend conferences, conventions, or Association related activities sponsored by the Colorado Education Association or the National Education Association. The TEA-ESP Association shall reimburse the district \$50.00 per day if a substitute is required. Only eight (8) days of Association Leave will be used at any one time. The maximum number of days any one employee can use in a school year beginning in September and ending in August is ten (10) days.

7-7 REPORTING OFF AND RETURN TO DUTY

7-7-1 Unless otherwise provided in this Article 7, the specific procedure outlining times for calling off and on shall be the responsibility of the respective building Principals, the employees Supervisor or the employees Manager.

7-8 FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 7-8-1 The District will follow the latest update to the Family and Medical Leave Act as it applies to employees who meet the qualifications of the act.
- 7-8-2 The purpose of the Act is to allow eligible employees to take up to twelve (12) weeks of unpaid leave in any twelve (12) month period to:
- Care for the employee's child after birth or placement for adoption or foster care;
 - Care for the employee's spouse, parent, or child who has a serious health condition;
 - Treatment for and recovery from a serious health condition which affects the employee's ability to do his/her work.
- 7-8-3 If both spouses are employed by the District and are eligible employees under the FMLA, each shall be individually entitled to all FMLA leave rights.
- 7-8-4 The calculation of the leave year (twelve (12) month period) shall be a twelve (12) month period measured forward from the first date leave is used by the employee.
- 7-8-5 In instances where an employee's leave, for reasons which qualify under the FMLA, is reasonably foreseeable, the employee shall give at least thirty (30) days' notice of intent to take FMLA leave. In emergency situations, where the employee could not have reasonably anticipated the need for leave; the employee shall notify the employer as soon as possible.
- 7-8-6 While an employee is on an FMLA leave, the employer shall maintain the same coverage under its group health plan. If the employee is normally required to pay part of the premium, he/she shall continue to do so.
- 7-8-7 If an employee wishes to utilize intermittent or recurring FMLA leave for the purpose of receiving medical treatment, the District may request that the employee transfer on a temporary basis to a position which better accommodates such recurring periods of leave. If the employee accepts the transfer, he/she shall maintain the same salary and benefits he/she enjoyed before the transfer.
- 7-8-7-1 The District may require that the employee take leave for a different period of time, for a specific period of time, or at a specific time, if the employee and the employee's health care provider consent.
- 7-8-7-2 The District shall not require an employee to remain out of work on involuntary leave solely because the employee's return to work would fall within 3 weeks of the end of the academic term.
- 7-8-8 If the District requests verification by a health care provider of an employee's need for person medical leave or medical leave for a family member under the FMLA, the District

shall do so in writing and shall attach a copy of the U. S. Department of Labor's form WH-380 for the employee. The Employee shall return the completed form to the District within fifteen (15) days after the date he/she received the District's written request for verification. The requirements for verification of the employee's continuing need for FMLA leave shall be the same as those set forth in this Agreement for employees on non-FMLA qualifying leaves. The requirements for certification of the employee's ability to return to work shall be the same as those set forth in the Agreement for employees returning from other paid or unpaid leave.

- 7-8-9 An employee who has accumulated annual, or vacation days under this Agreement may elect to substitute such days for any qualified FMLA leave days.
- 7-8-10 Reinstatement of an employee at the conclusion of FMLA leave shall be to the position held by the employee prior to the FMLA leave unless the position has been eliminated. If the position has been eliminated, the District shall place the employee in a comparable position at the same worksite and, if none is available, in another position in the District. The position shall be equivalent in salary, benefits and other terms and conditions of employment.

7-9 Medical Leave

- 7-9-1 Employees who are medically disabled and unable to continue work and have exhausted their leave benefits or desire not to use accumulated excused leave shall be granted a medical leave of absence without salary and benefits for the duration of the medical disability, but not to exceed a period of one-hundred twenty (120) working days. If the employee returns to work during the one-hundred twenty (120) working day period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.
- 7-9-2 Extended medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for an additional twelve (12) months.
- 7-9-3 If the employee returns to work during the extended medical leave, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, the employee who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special skills will be some of the salient factors in filling such vacancies.
- 7-9-4 When employees on medical leave are able to return to work, they shall be reinstated on the Salary Schedule at the classification and step they were when they were granted such leave, unless they qualify for a step increase as provided.

7-9-5 Before returning to work, the employee shall be required to submit to the Superintendent a physician's certificate of fitness to work.

7-10 Military Leave

7-10-1 An employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the district shall be granted military leave with a right of reinstatement in accordance with state and federal law.

7-10-2 Exclusive of travel allowances, if the employee's salary from the military reserve unit is less than the gross pay from the district, the employee will receive the difference between the two (2) salaries.

7-10-3 An employee taking leave under this policy shall forward a copy of his/her military orders to the superintendent or designee. The district will require an employee to present written documentation to confirm completion of military orders upon return to active employment.

7-10-4 Military leave of absence without pay shall be granted as required by law to employees who enlist for military duty with any branch of the United States armed forces or who is called into active military service.

7-10-5 Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available, at the same salary and benefits which he/she would have received if leave had not been taken.

7-10-6 Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

7-11 BEREAVEMENT LEAVE

7-11-1 All employees covered by this agreement shall be entitled up to a maximum of three (3) days bereavement leave in the event of death of the employee's immediate family, i.e., the employee's mother, father, brothers, sisters, spouse, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepchildren, grandparents or any person permanently living in the employee's home.

7-11-2 An additional two (2) days bereavement leave may be requested from the superintendent and if granted, such days will be deducted from the employee's accumulated annual excused leave.

7-11-3 Bereavement leave may not be requested beyond a fourteen (14) day period of time of the death of the family member. If an employee experiences the death of a person not covered by the above description, but that involves special or extenuating circumstances, the employee may request accommodation of the superintendent.

7-12 EXTENDED LEAVE

- 7-12-1 The district desires to meet the needs of individual employees for extended leaves of absence. Decisions regarding extended leave requests should be made in a manner that ensures that the leave will not have a negative impact on students. The district will give serious consideration to requests for extended leave for the following reasons:
- Leave requests that allow staff members to continue their formal education.
 - Leave requests that allow staff members to take part in a foreign teacher exchange or to teach in a foreign country.
 - Leave requests for foreign travel related to the staff member's present position with the district.
 - Leave requests that do not fall into one of the above categories will be considered on an individual basis by the superintendent.
- 7-12-2 Extended leave requests must be in writing and must have the approval of the superintendent. The superintendent shall consult with the staff member's supervisor prior to making a decision. Except in cases of emergency, the request for an extended leave of absence must be submitted at least thirty (30) days prior to the date upon which the leave is requested to begin.
- 7-12-3 Employees who are requesting a full term leave of absence should make their requests on or before March 5 during the school year proceeding the year in which the leave is desired.
- 7-12-4 Extended leave request should not be for more than one (1) calendar year in length. The district desires to be cautious so as not to allow an excessive number of simultaneous leaves that could have a negative impact on the district.
- 7-12-5 Leave requests will not be granted, or there may be a limit in the duration of the leave, if there is concern that a suitable replacement cannot be employed.
- 7-12-6 Extended leaves of absence are granted without salary or insurance benefits. Individuals granted extended leaves may choose to pay the premiums necessary to remain in the district health and dental insurance programs. Payments for continuation of these benefits must be received by the payroll office on or before the first of each month.
- 7-12-7 Employees returning to the district after an extended leave may be given the same position upon their return if possible. When this is not possible, the returning employee will be given the most comparable job available for which he or she is qualified unless a reduction in force applies. Extended leaves for a portion of the school year will be filled, when possible, with a replacement that is given an interim contract/assignment.

- 7-12-8 Staff members who are approved for an extended leave will not receive credit for a year of experience on the salary schedule unless that person's leave consists of a concentrated year of comparable work.
- 7-12-9 Those granted extended leaves will retain their accumulated annual leave but will not be awarded additional annual leave during the term of the extended leave.

fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working less than five (5) hours per day shall receive only one (1) fifteen (15) minute rest period.

- 8-5-1 All food service employees will have a paid lunch during their 5 hour shift in lieu of the thirty (30) minute uninterrupted lunch period.
- 8-6 The workweek shall consist of five (5) consecutive days Monday through Friday.
- 8-6-1 In the event there is an activity on a Saturday, the employee assigned to the affected area shall not work one day during the week (Monday through Friday) to work the activity on Saturday. The work area that is not being covered on that day will be covered by a custodial substitute. In the event a substitute cannot be found the employee shall earn overtime for every hour worked beyond forty (40) hours.
- 8-6-2 Bus drivers may be required to drive on activity trips on Saturday at the regular rate of pay unless they exceed forty (40) hours in the work week at which time they would be paid time and a half for every hour over forty (40) hours.
- 8-6-3 Maintenance employees are required to work a flexible work week consisting of Monday through Saturday not to exceed a forty (40) hour work week.
- 8-6-4 Custodial and Maintenance employees will follow the adopted school calendar. Variations to this will be dependent upon the Maintenance Director's discretion.
- 8-7 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District shall notify the employee one (1) hour prior to the beginning of the employee's shift. Employees not timely notified and reporting to work shall receive a minimum of two (2) additional hours pay.
- 8-8 Nothing in this Agreement shall require the employer to keep offices--school and administrative--open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to the above conditions, employees will generally not be required to report to their job assignments. School closures will be made up. Employees requested to report for work during such inclement weather or plant in operation shall be compensated at one and one-half (1.5) times their regular rate of pay.
- 8-9 Regarding the assignment of overtime, hours worked beyond forty (40) hours per week shall be compensated at one and one-half (1.5) times the employee's hourly rate. Sundays and holidays shall be at two (2) times the hourly rate. An employee shall have the choice of getting paid overtime or comp time for time earned beyond the forty (40) hours per week at one and one-half (1.5) times the hours worked. Overtime will be paid if the employee is unable to use comp time within the pay period it was earned.
- 8-10 Overtime shall be rotated among employees within each classification and location. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest

ARTICLE EIGHT - WORK YEAR AND HOURS:

- 8-1 The work year for twelve (12) month employees shall be two-hundred sixty one (261) days. Normal operations include orientation and in-service training, opening of school in the fall, usually in August, through the closing of schools in the spring, usually in June, as shown in the officially adopted school calendar.
- 8-2 The work year for ten (10) month employees shall be as follows and according to the officially adopted district calendar for the current year: See Appendix D for more detail.

ADMINISTRATIVE ASSISTANTS: Administrative Assistants shall work 1580.49 hours per school year based on the District adopted calendar. Total hours within the calendar work year shall not exceed forty (40) hours per week with a 30 minute duty free lunch. Any overtime shall be pre-approved by the Superintendent or designee.

PARAPROFESSIONAL: Paraprofessionals shall work 1,360.28 hours per school year based on a District adopted Calendar. Total hours within the calendar work year shall not exceed forty (40) hours per week with a thirty (30) minute duty free lunch. Paraprofessionals shall start their year and end their year according to the teacher work calendar. Each Principal and Parapro has the option to add five (5) additional days at the beginning of the school year. Any overtime shall be pre-approved by the Superintendent or designee.

FOOD SERVICE: Food Service employees shall work the student calendar based on the number of hours each employee is contracted. Food Service employees will work three (3) additional work days before students begin and two (2) additional work days after students leave for the school year. Total hours within the calendar work year shall not exceed forty (40) hours per week with a thirty (30) minute duty free lunch for those who work eight (8) hours. Any overtime shall be pre-approved by the Superintendent or designee.

BUS DRIVERS: Bus Drivers shall work the student calendar based on the contracted number of hours per assigned bus route. Bus routes are subject to change as required to meet the needs of students. Bus Drivers shall work an additional ten (10) hours for in-service before school begins. Additional activity hours will be supervisor approved.

- 8-4 Each employee shall be assigned to a definite shift with designated times of beginning and ending which shall not be reduced unless mutually agreed too. Work schedules showing the employee's shift, work days, hours, and contract days shall be given each employee. Employees will be given reasonable advance notice of employee assignment. Additional hours assigned shall be rotated by seniority within a job classification and location. Employees shall not be laid off without cause unless provided for in Article 9 or Article 12.
- 8-5 Each employee scheduled to work five (5) or more hours per day shall be given an unpaid thirty (30) minute uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall be as near the middle of the shift as practicable. Each shift shall also include a

classification seniority. If all employees within the affected classification refuse the overtime following a second offer, the least senior employee who is qualified to perform the work may then be requested by the employer to perform the overtime work.

- 8-11 Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.
- 8-12 All payment for any hours worked, including homework assignments, will be in accordance with the Fair Labor Standards Act.
- 8-13 All employees who are called back to work will receive a minimum of two (2) hours pay.
- 8-14 When the opening of school is delayed, employees in the bargaining unit who report to work will receive a minimum of two (2) hours pay.
- 8-15 Employees recalled after completing a shift shall be compensated at time and one-half (1.5) for all hours worked.
- 8-16 Employees continuously employed by Trinidad School District 1 for a twelve (12) month period should receive a Notice of Re-Employment by an appropriate administrator during the month of July of each year.
- 8-17 Time sheets are to be filled out on a daily basis by all employees not using time clocks. Time sheets are to be turned in after the last working day of each pay period to the responsible Director/Administrator.

ARTICLE NINE – SENIORITY AND REDUCTION IN FORCE

- 9-1 Seniority shall be determined by the total length of continuous service from the initial date of hire of the employees and shall not be considered interrupted by an approved leave or reduction in force.
- 9-2 Loss of seniority shall result from the following:
1. Voluntary resignation
 2. Discharge for “Just Cause”
 3. Failure to return to work from a layoff due to reduction in force or any approved leave of absence within 5 work days of notice of return.
 4. Retirement
- 9-3 Any employee who has been incapacitated and cannot perform his/her regular work by injury or compensable occupational disease while employed by the District may be employed at other work on a job that is operated by the District and which he/she can do without regard to any seniority provision of this Agreement.
- 9-4 Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee within the job classification.
- 9-5 In the event of necessary reduction in work force, the district shall first layoff the least senior employees within job classification. New employees will not be employed in the District within a specific job classification while there are laid off employees within that job classification who have not yet been offered a position.
- 9-6 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- 9-7 The District shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 9-8 The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, political activity or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.
- 9-9 A reduction in force (RIF) is the laying off of employees because of change in work load, financial limitations or Board approved modification of programs depending on other related factors. The designation of individuals to be laid off in order to bring about RIF will be determined by the Board.

9-9-1 Seniority shall be divided into two (2) groups:

District Seniority: Total length of full time, continuous and uninterrupted service in the District.

Classification: Shall be total length of seniority in the six (6) classifications in which this Agreement covers.

ARTICLE TEN - FRINGE BENEFITS

10-1 RETIREMENT BENEFITS

10-1-1 P.E.R.A. - Each eligible classified staff member shall become a member of the Public Employee's Retirement Association as a condition of acceptance of employment with the District. The District contributes, as an administrative cost, a percent of salaries paid to employees. The percentage contributed is prescribed by law.

10-2 LIFE INSURANCE

10-2-1 The School District purchases a group life insurance policy in the amount of \$25,000.00 for each full-time employee. Coverage is provided through a company selected by the District.

10-3 LONG TERM DISABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

10-3-1 The District purchases long term disability, coverage after ninety (90) days of initial employment for each full time employee under a contract with a company selected by the District.

10-4 WORKERS' COMPENSATION

10-4-1 Under provisions of statutes, the District carries workers' compensation insurance for employees injured on the job, or becoming ill as a result of the work the employee has done in discharging his/her duties. The employee is entitled to the benefits provided by the workers' compensation program.

10-4-2 It is the responsibility of the employee to report all injuries immediately to the appropriate Supervisor for which he/she works. Further, it is the responsibility of the employee to see that proper reports are completed and filed with the appropriate Supervisor.

10-5 HEALTH INSURANCE

10-5-1 Effective July 1 the District will contribute

EMPLOYEE	\$465.25
EMPLOYEE+SPOUSE	\$510.94
EMPLOYEE+CHILD	\$480.95
FAMILY	\$510.94

per month for the monthly premiums for health, dental, vision and life insurance and other plan options for each full-time classified employee. Beginning July 1, 2019 the District will pay each employee an additional \$22.74 per month toward health insurance. The contributions above include the additional \$22.74 in the District's contribution.

10-6 PAYROLL DEDUCTION SERVICES

10-6-1 Payroll deduction services are provided for classified employees of the District for Voluntary contributions, annuities, group health insurance plan, credit union purposes and association dues. To be eligible for payroll deduction services an employee must file authorization for payroll deduction with the District's Accounting Office.

10-7 TERMINAL PAY

10-7-1 Terminal pay will be processed with the June check for those classified employees who have terminated their employment with the District prior to June 1 and have requested terminal pay. Health insurance will continue thirty (30) days beyond the last pay check.

ARTICLE ELEVEN - ASSIGNMENT AND VACANCIES

- 11-1 A vacancy shall be defined as a newly created position or a present position that is not filled.
- 11-2 When a vacancy occurs which the District intends to fill within the Association bargaining unit, the District will post a notice of such vacancy/position in the administration building of the District for at least five (5) working days. Said notice shall contain the following information:
- (a) Type of work
 - (b) Location of work
 - (c) Starting date
 - (d) Range of pay (0 to 5 years) dependent upon experience.
 - (e) Hours to be worked
 - (f) Classification
 - (g) Minimum requirements
- 11-3 A copy of the notice shall be forwarded to each identifiable classified work site in the District.
- 11-4 All District employees desiring to transfer or promote to an open position may apply in writing to the Superintendent, or designee.
- 11-5 Appointment will be made by the District on the basis of qualifications including an interview. Where applicants are substantially equal in qualifications, seniority within the District shall be the deciding factor of appointment. Where qualifications are substantially equal, current District employees shall have preference over outside applicants.
- 11-5-1 All jobs will initially be posted district wide for internal transfer. Any employees that have lost their job due to a reduction in force or are current employees applying for transfers within the open classification shall be given preference.
- 11-5-2 Internal employees applying for promotion that meet minimum qualifications will automatically be considered with outside applicants. Where qualifications and interview results are substantially equal, current district employees shall have preference over outside applicants.
- 11-6 Current District employees who have applied for transfer will be advised of the disposition of their request as well of reason(s) of no transfer.
- 11-7 Seniority shall be determined as of the first date of the employee's most recent continuous period of employment with the District. Placement on the salary schedule is not related to District seniority.
- 11-8 Where the District has identified an employment situation which legitimately requires a change in the staffing of current employees as identified by the Superintendent, or designee, and the appropriate Supervisor, a vacancy for the purposes of this Article need not be declared and an administrative transfer may be effectuated pursuant to this Article 11-8 and upon the approval of

the Superintendent, or designee, and the Supervisor. Any administrative transfer made pursuant to this Article 11-8 shall be the exception and not the rule. Administrative transfers shall be appropriate in the following situations:

- 11-8-1 A conflict either between an affected employee and another employee or the affected employee and his/her supervisor where such conflict is disruptive to the District's operations or presents a harmful situation for any employee.
 - 11-8-2 Inability on the part of any employee to perform required work. However, the district is not required to administratively transfer an employee in lieu of discharge where the employee is unable to perform the required work.
 - 11-8-3 A change in District operations which materially modifies and changes the job duties of the affected employee.
 - 11-8-4 A lateral move to a position of the same title and classification where a vacancy exists and when such move causes a vacancy in a position of the same title and classification.
 - 11-8-5 An employee returning from leave may be transferred to an available alternative position for which the employee is qualified and which has equivalent pay and benefits.
 - 11-8-6 All Administrative transfers made pursuant to this Article 11-8 shall be made after consultation with the affected employee and any employee so transferred shall have the opportunity at his/her option to place explanatory documents in his/her personnel file pertaining to the Administrative transfer.
- 11-9 A Supervisor, with the advance approval of the Superintendent, or designee, may identify a temporary need for the assignment of one or more employees to a position other than one which they normally occupy. When such a circumstance is identified to the satisfaction of the Superintendent, or designee, a temporary transfer may be effectuated pursuant to this Article 11-9. Temporary transfers are intended to include shortages or absence of staff due to illness, vacation, other scheduled or unscheduled temporary staff shortages or emergency situations. A temporary transfer shall not result in a vacancy for the purposes of this Article.
- 11-9-1 Where an employee is temporarily assigned the duties of a higher position consistent with the provisions of 11-8 above, for a period in excess of five (5) workdays, the employee shall be compensated at the rate of pay at the employees current step for such higher classification or position from and after the fifth day of assignment to such position.

ARTICLE TWELVE - EMPLOYEE RIGHTS

12-1 DUE PROCESS

12-1-1 A classified employee shall be regarded as a probationary employee during the entire first school calendar year effective with the date of employment in the district. Probationary employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the grievance procedure.

12-1-2 No non-probationary classified employee shall be disciplined or discharged without just cause.

12-1-3 An employee shall be entitled to have a representative of the Association present during any meeting which there is written disciplinary action, improvement or remediation plan developed, suspension of pay implemented or recommendation for dismissal. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

12-2 The District agrees to follow the policy of progressive discipline and any disciplinary action against an employee shall be appropriate to the behavior which precipitates said action with the exception of egregious conduct. Whenever the action or behavior of an employee is of an egregious nature, discipline can start at any level. The term egregious shall mean refusal to follow a directive, conduct that puts the safety of students and/or staff at risk, and/or the theft or embezzlement of District resources. Notification of disciplinary action should occur within five days of the conclusion of an investigation.

12-2-1 The procedure for progressive discipline shall be:

- 1st Offense/level - Verbal Warning from Supervisor
- 2nd Offense/level - Written reprimand from Supervisor stating specific deficiencies or misconduct and including timelines for improvement, where appropriate.
- 3rd Offense/level - Administration shall have the option to place an employee on an Improvement Plan or Remediation Plan
- 4th Offense/level - Three (3) day suspension with or without pay
- 5th Offense/level - May range from five (5) or more days suspension without pay to recommendation for dismissal with cause.

12-3 Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee in form of written notice. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee in written notice.

- 12-4 The District shall support and assist employees with respect to the maintenance and control of discipline of students in the employee's assigned work area.
- 12-5 Classified Employees shall have the right to submit a written rebuttal to any written discipline or complaint that may be placed in the personnel file and such written rebuttal shall be attached to the item in the file.
- 12-6 The Board shall attempt to maintain equipment, facilities, and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.
- 12-7 Written notations which have not previously been provided to the employee reflecting upon an aspect of a classified employee conduct, shall be of no force and effect if not provided to the employee or reduced to formal written discipline by the end of the school year.
- 12-8 Employees will not be requested nor required to perform any duty outside of the job description that is normally performed by a certificated employee or requiring a teaching, nursing or other certification.
- 12-9 No employee shall be requested or required to dispense or administer medication unless in accordance with applicable law. Employees shall not be requested or required to insert catheters to any student unless they were hired and qualified to perform the duty.
- 12-10 Employees or former employees shall, upon request, have the right to inspect and obtain a copy of all contents of their complete personnel file kept within the District. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present in this review and the District may also have a representative in the review. Material not in district personnel file cannot be used against the employee. The contents of such files shall be confidential to the extent permitted by law.
- 12-10-1 Any written reprimands or disciplinary reports in an employee's personnel file shall be expunged within three (3) years of the infraction if no other reprimands have occurred unless the reprimand relates to behavior of an egregious nature as defined in 12-2.
- 12-10-2 Any derogatory material not shown to an employee within five (5) work days after receipt or composition shall not be allowed as evidence in any grievance action. Any derogatory material not shown to an employee within five (5) work days after receipt, composition, and / or completion of an investigation, shall not be allowed as evidence in any disciplinary action.
- 12-10-3 No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her rebuttal.

ARTICLE THIRTEEN - EVALUATION

13-1 Employee Evaluation

13-1-1 All employees will meet with their supervisor at the beginning of the school year to discuss their job description and performance expectations for the up-coming year inclusive of the job description, evaluation tool and specific performance objective. The same process would apply to new employees within two (2) weeks of start date.

13-1-2 A preliminary evaluation conference will be held between the supervisor and employee by January 15 of each year to discuss both the supervisor's and the employee's perspective of performance and development opportunities.

13-1-3 A final evaluation conference will be held and the evaluation will be signed by both parties which is due no later than April 1. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

13-1-4 Such reports shall be written in narrative form and shall include, when pertinent:

- (1) Strengths of the employee
- (2) Weaknesses of the employee
- (3) Specific suggestions as to measures which the employee might take to improve his/her performance and increase skills and/or qualifications for career advancement.

13-2 Every employee will be evaluated in writing annually on or before April 1. In the event an employee's work performance is unsatisfactory, he/she will be notified in writing immediately.

13-3 In the event a non-probationary employee is given an overall unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given forty-five (45) days to implement the remedial plan for improvement.

13-4 The District will provide a specific plan of assistance to help implement the remedial plan.

13-4-1 The employee will be reevaluated in writing within forty-five (45) days.

13-5 All monitoring or observations should be conducted openly and with full knowledge of the employee befitting the professionalism of both parties. Surveillance devices are present in school hallways, grounds and school buses. These devices shall be used for the safety of students and staff and not for evaluation. They may however be used for disciplinary action when inappropriate behavior is observed.

13-6 New staff shall be evaluated within sixty (60) calendar days after commencement of employment.

13-7 The employee will have the opportunity to write a rebuttal to his/her evaluation.

13-8 An employee shall be given a written copy of any evaluation.

ARTICLE FOURTEEN - VACATIONS AND HOLIDAYS

14-1 VACATIONS

14-1-1 Employees who are assigned to work twelve (12) months per year shall be entitled to vacation on the following schedule:

Twelve (12) days from one (1) to six (6) years of employment,
Eighteen (18) days with seven (7) to fifteen (15) years of employment,
Twenty-four (24) days with fifteen (15) plus years of employment.

14-2 The vacation earning period shall be from July 1 through June 30. An employee must work the entire earning period to be granted full vacation benefits. Beginning twelve (12) month employees working less than the entire period shall receive annual vacation benefits on a pro rata basis.

14-3 Employees may accrue up to a maximum of forty (40) paid vacation days.

14-3-1 Any employee who retires, resigns in good standing, or dies prior to taking accrued vacation days will be paid, at the rate of one-hundred percent (100%) of their most recent hourly wage, for the unused vacation days accumulated at the time of separation, not to exceed forty (40) days.

The payments required by this paragraph of Article 14-3-1 shall be made by the district only up to the amount appropriated but unspent/uncommitted from the line item within the current budget year intended for such purpose. In the event that the amount of monies computed to be necessary to make full payment to all employees retiring or otherwise terminating employment under this article is greater than the amount of funds appropriated and remaining as unspent/uncommitted as of April 1st, the District reserves the right to deny making such payment(s) in any amount greater than the amount of funds that remain appropriated but unspent as of April 1st.

Optional Payout Provision:

Should the amount of appropriated but unspent/uncommitted funds in this budgetary line item be insufficient to satisfy full payment to all employees who have given notice of retirement or otherwise terminating employment under this article each employee may choose to receive such payment over two (2) calendar years of time. Specific terms of arrangement of payment shall be made with each employee who chooses this optional provision however in no case shall the amount due and payable to such employee be greater than the initially computed amount due at the time of retirement or termination.

14-3-2 Employees hired prior to September 2000 will be grandfathered in at fifty percent (50%) for vacation days over forty (40) at year end June 30th. Employees hired after September 2000 accumulating over forty (40) days vacation will be paid at the

ARTICLE TWELVE - TRANSFER POLICY

12-1 GENERAL

Transfer of teachers from one position in the District to another can be a positive experience and provide growth for teachers. The Board and the teachers recognize that transfers are frequently desired by teachers and in other instances are initiated by administration to address a perceived need or problem.

12-2 TEACHER INITIATED TRANSFERS/NOTICE OF VACANCY

12-2-1 When a vacancy in a teaching position has been identified by administration, the District will post the position on the website and at all work sites for ten (10) days and may seek outside applications by means of a public advertisement. Vacant positions may be filled with staff reassignments 1.) Within the building and 2.) Within the district prior to filling the position externally. In selecting the best applicant for the vacant position, the District shall give first consideration to all applicants from current district personnel. Notice of unfilled positions will be given to the staff prior to filling the position and will take into consideration such factors as the time of the year and the most appropriate methods of communicating with staff. Vacant positions shall be posted on the district website.

12-2-2 A teacher interested in a vacant position shall send a written letter to the District within the ten (10) posted days. The District will give consideration to those teachers who indicated an interest in a vacant position in writing. Consideration for the purposes of this policy means the teacher's qualifications will be evaluated with regard to the vacancy. The evaluation shall consist of a paper screening when there are a significant number of applicants. The District will set up an interview and selection process and interview all in-district applicants that are qualified for the position.

12-3 NOTICE OF DECISION

The District will inform teachers who have expressed an interest in a transfer of the disposition of their application within a work week after a decision has been made.

12-4 FACTORS

The parties recognize the placement of professional staff in teaching positions involves careful consideration of a number of factors and the reasons for selecting or not selecting individual teachers may be complex and varied. The parties agree the requirements of the educational program and the qualifications and experience of the candidate with regard to the position to be filled be considered in making transfer decisions.

12-5 ADMINISTRATIVE/INVOLUNTARY TRANSFER

When the Superintendent or building principal requests the transfer of a teacher effective the following school year, that teacher shall be notified as soon as possible but not later than June 1 in writing, giving the reasons for the transfer. This June 1 time-line is not applicable when the transfer is due to changes in enrollment, funding change, or a staffing change due to attrition or resignation. When the District is contemplating an administrative transfer, a meeting will be convened involving the teacher, his/her representative, the appropriate department head, if applicable, and the administrators of both buildings and the Superintendent. In appropriate circumstances where others are critically involved in the transfer decision, additional persons may be involved at the discretion of the Superintendent.

ARTICLE THIRTEEN - PLANNING TIME

13-1 PLANNING TIME

The Board and the Associations recognize that in order to present quality lessons in a coordinated fashion in cooperation with fellow staff members, adequate planning time for teachers is necessary and desirable. Teachers require planning time on a daily basis to deal with day-to-day instructional implementation and occasionally to deal with the special needs of students. Planning time is also necessary in large blocks on a periodic basis where several teachers at a level or in a program are involved in coordinating instruction or planning curricular change. Unfortunately, the provision of adequate planning time requires the commitment of certain resources in the form of professional staff to spend time with the students, freeing-up the teachers normally charged with their care for other activities. Accordingly, employees at each elementary building in the District will develop a plan for the deployment of resources in such a fashion that adequate planning time to meet the needs of staff and students is available.

District principals will work with the staff in each building to provide teachers 54 minutes planning time per day (not supervising students). In the event that it is determined a problem exists with providing such planning time, the building staff and the involved principal will meet to develop a solution in a consensus manner. In the event of difficulty, the District will provide facilitation to develop a solution.

- 13-2 If the teacher is willing to forfeit his/her plan period to be the teacher of record for a class in the master schedule, the teacher shall be compensated at his/her per diem rate for that length of class period.
- 13-3 If a teacher chooses to substitute a single period during his/her plan time he/she will be compensated at \$15.00 per day.

ARTICLE FOURTEEN - STRIKES AND WORK STOPPAGES

14-1 NO STRIKE COMMITMENT

The Associations and Board commit to resolve any differences that may arise between them using collaborative problem solving processes. Accordingly, for the duration of these Negotiated Policies, neither the Associations nor the teachers will engage in any concerted interruption of normal work processes. .

ARTICLE FIFTEEN - EMPLOYEE RIGHTS

15-1 DUE PROCESS

15-1-1 No teacher shall be disciplined or discharged without just cause.

15-1-2 An employee shall be entitled to have a representative of the Association present during any meeting which there is written disciplinary action, improvement or remediation plan developed, suspension of pay implemented or recommendation for dismissal. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

15-2 The District agrees to follow the policy of progressive discipline and any disciplinary action against an employee shall be appropriate to the behavior which precipitates said action with the exception of egregious conduct. Whenever the action or behavior of an employee is of an egregious nature, discipline can start at any level. The term egregious shall mean refusal to follow a directive, conduct that puts the safety or welfare of students and/or staff at risk, and/or the theft or embezzlement of District resources or the staff conduct school policy GBEB adopted by the Board January of 2019 and latest revision December 2005. Notification of disciplinary action should occur within five days of the conclusion of an investigation.

15-2-1 The procedure for progressive discipline shall be:

1st Offense/level - Verbal Warning from Supervisor will be documented in writing.

2nd Offense/level - Written reprimand from Supervisor stating specific deficiencies or misconduct and including timelines for improvement, where appropriate.

3rd Offense/level - Administration shall have the option to place an employee on an Improvement Plan or Remediation Plan

4th Offense/level - Three day suspension with or without pay

5th Offense/level - May range from five (5) or more days suspension without pay to recommendation for dismissal with cause.

15-3 Formal complaints made against an employee by any parent, student or other person will be promptly called to the attention of the employee in form of written notice. Informal complaints will be called to the attention of the employee by the principal or designee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action.

15-4 The District shall support and assist employees with respect to the maintenance and control of discipline of students in the employee's assigned work area.

15-5 Certified employees shall have the right to submit a written rebuttal to any written discipline or complaint that may be placed in the personnel file and such written rebuttal shall be attached to the item in the file.

- 15-6 The Board shall attempt to maintain equipment, facilities, and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.
- 15-7 Written notations which have not previously been provided to the employee reflecting upon an aspect of a certified employee conduct, shall be of no force and effect if not provided to the employee or reduced to formal written discipline by the end of the school year.
- 15-8 Only certified employees who have received training and proper certification with approval of the District Nurse shall be requested or required to dispense or administer medication unless in accordance with applicable law. Employees shall not be requested or required to insert catheters to any student unless they were hired and qualified to perform the duty.
- 15-9 Employees or former employees shall, upon request, have the right to inspect and obtain a copy of all contents of their complete personnel file kept within the District. Anyone at the employee's request may be present in this review and the District may also have a representative in the review. Material not in the district personnel file cannot be used against the employee. The contents of such files shall be confidential to the extent permitted by law.
- 15-9-1 Any written reprimands or disciplinary reports in an employee's personnel file shall be expunged within three (3) years of the infraction if no other reprimands have occurred unless the reprimand relates to behavior of an egregious nature as defined in 15-2.
- 15-9-2 Any derogatory material not shown to an employee within five (5) work days after receipt or composition shall not be allowed as evidence in any grievance action. Any derogatory material not shown to an employee within five (5) work days after receipt, composition, and/or completion of an investigation shall not be allowed as evidence in any disciplinary action.
- 15-9-3 No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her rebuttal.

ARTICLE SIXTEEN - EVALUATION

16-1 Employee Evaluation

- 16-1-1 All employees will meet with their supervisor at the beginning of the school year to discuss their job description and performance expectations for the up-coming year inclusive of the job description, evaluation tool and specific performance objective. The same process would apply to new employees within two (2) weeks of start date.
- 16-1-2 A preliminary evaluation conference will be held between the supervisor and employee as required by Senate Bill 10-191 (known as "Ensuring Quality Instruction through Educator Effectiveness") of each year to discuss both the supervisor's and the employee's perspective of performance and development opportunities.
- 16-1-3 A final evaluation conference will be held and the evaluation will be signed by both parties which is due no later than the dates in accordance with state statute. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 16-1-4 Such reports shall be written in narrative form and shall include, when pertinent:
- (1) Strengths of the employee
 - (2) Weaknesses of the employee
 - (3) Specific suggestions as to measures which the employee might take to improve his/her performance and increase skills and/or qualifications for career advancement.
- 16-2 Every employee will be evaluated in writing annually in accordance with state statute. In the event an employee's work performance is unsatisfactory, he/she will be notified in writing immediately.
- 16-3 In the event a non-probationary employee is given an overall unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given forty-five (45) days to implement the remedial plan for improvement.
- 16-4 The District will provide a specific plan of assistance to help implement the remedial plan.
- 16-4-1 The employee will be reevaluated in writing within forty-five (45) days.
- 16-5 All monitoring or observations should be conducted openly and with full knowledge of the employee befitting the professionalism of both parties. Surveillance devices are present in school hallways, grounds and school buses. These devices shall be used for the safety of students and staff and not for evaluation. They may however be used for disciplinary action when inappropriate behavior is observed.

- 16-6 New staff shall be evaluated within sixty (60) calendar days after commencement of employment.
- 16-7 The employee will have the opportunity to write a rebuttal to his/her evaluation.
- 16-8 An employee shall be given a written copy of any of his/her evaluations.

**ARTICLE SEVENTEEN PROCESS FOR NONPROBATIONARY TEACHER TO APPEAL
A PERFORMANCE EVALUATION RATING OF INEFFECTIVE
OR PARTIALLY EFFECTIVE**

17-1 General Requirements

This document sets forth the process for a nonprobationary teacher to appeal a performance evaluation rating of ineffective or partially effective. All references to "teacher" in this document shall mean "nonprobationary teachers." For purposes of the appeal process, a rating of ineffective and a rating of partially effective carry the same consequence; a teacher shall lose nonprobationary status after receiving two consecutive ratings of either ineffective or partially effective. The appeal process allows for a final determination of the appealing teacher's performance evaluation rating and a final determination of whether that teacher retains nonprobationary status; it does not serve the purpose of determining employment and/or termination.

17-2 Appeal Process

Beginning with the 2015-16 academic school year, a nonprobationary teacher who objects to a performance evaluation rating of ineffective or partially effective shall have an opportunity to appeal that rating to the Superintendent of Schools in accordance with the process set forth below. The appeal process is entirely voluntary for a teacher, and initiated only if he or she chooses to file an appeal.

- 17-2-1 The appeal process shall begin on the date that a teacher receives his or her performance evaluation rating of ineffective or partially effective and shall conclude no more than ninety (90) days after he or she receives the performance evaluation rating.
- 17-2-2 A teacher may file an appeal by submitting a written notice of appeal to the Superintendent of Schools within fifteen (15) days following the teacher's signature on the evaluation or the teacher's knowledge of the ineffective or partially effective rating. If a teacher does not submit a written notice of appeal within this time frame, then the teacher shall be deemed to have waived any and all rights to an appeal and the evaluation rating shall be final.
- 17-2-3 The notice of appeal shall be signed by the teacher and shall include all grounds for the appeal. Any grounds not provided in the notice of appeal shall be deemed waived and shall not be raised or considered during the appeal process.

- 17-2-4 The grounds for an appeal shall be limited to the following:
- 17-2-4-1 The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the final performance evaluation rating that was assigned (e.g. an observation was never completed or feedback was never shared with the teacher); and/or
 - 17-2-4-2 The data relied upon was inaccurately attributed to the teacher (e.g. data included in the evaluation was from students for whom the teacher was not responsible)
- 17-3 The teacher shall have the burden of demonstrating that a rating of effective was appropriate.
- 17-4 The teacher, at teacher's cost and expense, shall have the right to consult with a representative of the Association before filing the appeal and to representation throughout the appeal process. Whether or not the teacher is represented, the teacher is not required to be present at the appeal hearing with the Superintendent.
- 17-5 Upon submission of the notice of appeal, the following procedures shall be followed:
- 17-5-1 An appeal hearing will be held within, or up to forty-five (45) calendar days following the Superintendent's receipt of the teacher's written notice of appeal unless such time is mutually extended by both parties.
 - 17-5-2 The teacher shall submit to the Superintendent all evidence supporting the grounds for appeal at the appeal hearing.
 - 17-5-3 At the appeal hearing, the Superintendent shall review the evaluation and any supporting documentation, as well as any documentation submitted by the teacher pursuant to Article 17-2 above, and any testimony provided by the teacher and the evaluator or statements provided by individuals other than the teacher or evaluator. Furthermore, the superintendent may question individuals to gather more information about their statements. If there is sufficient information to overturn the

rating, the teacher receives a rating of effective and retains nonprobationary status. If the rating is confirmed, the teacher loses nonprobationary status.

17-5-4 The Superintendent's decision shall be made in writing within thirty (30) days of the appeal hearing unless such time is mutually extended by both parties; however, the time may not be extended beyond ninety (90) days from the date the nonprobationary teacher filed the notice of appeal. The written decision shall set forth the decisions and reasons therefor and be transmitted to the teacher and the Association.

17-5-5 The Superintendent's decision shall determine the evaluation rating of the teacher. It shall be final and not subject to further administrative appeal or grievance.

17-5-6 Unless otherwise provided herein, the time requirements set forth in this process may be waived by mutual agreement of both the teacher and the District.

17-5-7 A teacher is permitted only one appeal for each performance evaluation rating of ineffective or partially effective.

17-6 All documents and/or proceedings related to the appeal process shall be confidential.

ARTICLE EIGHTEEN - SALARY

18-1 SALARY SCHEDULES FOR TEACHERS

The Board shall adopt a salary schedule for its regular teaching personnel and shall place each teacher in the School District on the salary schedule at least commensurate with, but not limited to, his/her education, prior experience and experience in the District. The schedule adopted by the Board shall remain in effect until changed or modified by the Board in accordance with law. If the Board declares a fiscal emergency during a budget year as allowed by state law, it may reduce salaries for all employees on a proportional basis.

18-2 EXPERIENCE INCREMENTS

Contingent upon the fiscal health of the district, experience increments shall awarded upon evidence September 1 of the continued professional growth of the teacher and evidence of highly effective, effective or partially effective overall performance as indicated on the most recent summary evaluation. Within the framework of state statutes, employees who do not comply with the requirements of the Board and the state may not be granted salary increases, or they may not be retained on the staff. Evaluation increment movement will be granted in September as shown on Appendix A. After reaching maximum longevity, increases will be granted as shown on Appendix A. Evidence of completion of post-graduate college credits must be submitted to the Superintendent before October 1 for educational advancement to be effective for the current school year. Pay will be adjusted retroactive to September 1 when evidence is received by the Superintendent before October 1.

To receive an experience advancement on the salary schedule, a teacher must have completed at least ninety (90) teaching days in a contract year. Placement on the salary schedule shall be in accordance with requirements developed by the administration and approved by the Board.

The Board agrees to deduct all monies that the employees voluntarily authorize the District to so deduct. Such deduction shall be authorized in writing. Deductions of Association dues are governed by the Association Rights policy.

The District shall comply with statutory provisions regarding salary schedules.

18-3 EXTRA CURRICULAR SALARY SCHEDULE

Effective July 1, 2018, the revised Extra Duty Schedule, Appendix B-1, will determine payments to employees.

18-4 EXTRA-DUTY PAY

The committee agreed to reinstatement of a clause inadvertently left out of the master contract in the prior year. That clause stipulated that head coaches whose teams advance to post-season play will receive \$100 per week for every week that they remain in post-season play, and assistant coaches will receive \$50 per week that they remain in post-season play.

18-5 TEACHER WORK YEAR

District and the Associations have agreed that teachers will work the **BOARD OF EDUCATION APPROVED DISTRICT** calendar. In the formation of new calendars, the Board will consider input from the Associations including a formal survey of all teachers.

Teachers **and Nurses** will be contracted for 1358 hours. Any future changes to this number shall be subject to District and Association negotiations.

18-6 OUTSIDE EXPERIENCE CREDIT

Teachers newly hired in the District will receive credit for up to nine (9) years of actual teaching experience in public schools or accredited private schools in determining placement on the Trinidad Schools Salary Schedule

CERTIFICATED SALARY SCHEDULE for 2019-2020, *Appendix A* to these Negotiated Policies

EXTRA DUTY SALARY SCHEDULE for 2019-2020, *Appendix B* to these Negotiated Policies

NURSES SALARY SCHEDULE for 2019-2020, *Appendix D* to these Negotiated Policies

ARTICLE NINETEEN - TERM OF AGREEMENT

19-1 TERM OF AGREEMENT

19-1-1 The provisions of this Agreement shall become effective the first day of July, **2018** and shall continue and remain in full force and effect through June 30, **2021**.

19-2 INTERIM AGREEMENT

19-2-1 Upon request by the Associations to the Board or by the Board to the Associations after October 1 of that interim year, but before November 1 of that interim year, the Board and the Associations agree to open interim negotiations on non-monetary matters. Every effort will be made to complete negotiations by January 31st of the succeeding calendar year. Language proposal(s) related to monetary matters shall be offered by either party before April 1st of each calendar year to become effective on July 1st. Additional articles may be reopened by mutual agreement.

19-2-2 Interim negotiations shall be limited to monetary matters comprised of Salaries (Article 18) and Appendices A and B; Fringe Benefits (Article 10) and one other article to be chosen by each party for the period beginning July 1, 2019 and for the period beginning July 1, 2020. Additional articles may be reopened by mutual agreement.

19-3 SUCCESSOR AGREEMENT

19-3-1 Upon request by the Associations to the Board or by the Board to the Association after October 1, **2020**, but before November 1, **2020** the Board and the Associations agree to open negotiations over a successor agreement as to language related to any article of the bargaining agreement. Language proposal(s) related to monetary matters shall be offered by either party before April 1st of each calendar year.

ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF JULY, **2018** AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTIETH DAY OF JUNE, **2021**.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND

SEALS THIS _____ DAY OF AUGUST, **2019**

Trinidad School District No. 1
in the County of Las Animas
and State of Colorado



By: President of Board of Education / Date


By: Vice-President of Board of Education / Date

TRINIDAD EDUCATION ASSOCIATION


By: President TEA / Date

TRINIDAD FEDERATION OF TEACHERS


By: President TFT / Date

APPENDIX A – TEACHER’S SALARY SCHEDULE

Trinidad School District No. 1

Teacher Salary Schedule

for the fiscal year 2019-2020 Effective Sept. 1, 2019

BA Vertical Steps are at \$700

MA Vertical Steps are at \$850

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	\$33,568	\$34,007	\$34,435	\$36,506	\$38,893	\$39,434	\$39,862	\$40,739	\$41,280
2	\$34,282	\$34,721	\$35,149	\$37,220	\$39,760	\$40,301	\$40,729	\$41,606	\$42,147
3	\$34,996	\$35,435	\$35,863	\$37,934	\$40,627	\$41,168	\$41,596	\$42,473	\$43,014
4	\$35,710	\$36,149	\$36,577	\$38,648	\$41,494	\$42,035	\$42,463	\$43,340	\$43,881
5	\$36,424	\$36,863	\$37,291	\$39,362	\$42,361	\$42,902	\$43,330	\$44,207	\$44,748
6	\$37,138	\$37,577	\$38,005	\$40,076	\$43,228	\$43,769	\$44,197	\$45,074	\$45,615
7	\$37,852	\$38,291	\$38,719	\$40,790	\$44,095	\$44,636	\$45,064	\$45,941	\$46,482
8	\$38,566	\$39,005	\$39,433	\$41,504	\$44,962	\$45,503	\$45,931	\$46,808	\$47,349
9	\$39,280	\$39,719	\$40,147	\$42,218	\$45,829	\$46,370	\$46,798	\$47,675	\$48,216
10	\$39,994	\$40,433	\$40,861	\$42,932	\$46,696	\$47,237	\$47,665	\$48,542	\$49,083
11	\$40,708	\$41,147	\$41,575	\$43,646	\$47,563	\$48,104	\$48,532	\$49,409	\$49,950
12	\$41,422	\$41,861	\$42,289	\$44,360	\$48,430	\$48,971	\$49,399	\$50,276	\$50,817
13	\$42,136	\$42,575	\$43,003	\$45,074	\$49,297	\$49,838	\$50,266	\$51,143	\$51,684
14	\$42,850	\$43,289	\$43,717	\$45,788	\$50,164	\$50,705	\$51,133	\$52,010	\$52,551
15	\$43,564	\$44,003	\$44,431	\$46,502	\$51,031	\$51,572	\$52,000	\$52,877	\$53,418
16				\$47,216	\$51,898	\$52,439	\$52,867	\$53,744	\$54,285
17				\$47,930	\$52,765	\$53,306	\$53,734	\$54,611	\$55,152
18				\$48,644	\$53,632	\$54,173	\$54,601	\$55,478	\$56,019
19				\$49,358	\$54,499	\$55,040	\$55,468	\$56,345	\$56,886
20				\$50,072	\$55,366	\$55,907	\$56,335	\$57,212	\$57,753
21					\$56,233	\$56,774	\$57,202	\$58,079	\$58,620
22					\$57,100	\$57,641	\$58,069	\$58,946	\$59,487
23					\$57,967	\$58,508	\$58,936	\$59,813	\$60,354
24					\$58,834	\$59,375	\$59,803	\$60,680	\$61,221
25					\$59,701	\$60,242	\$60,670	\$61,547	\$62,088
26							\$61,537	\$62,414	\$62,955
27							\$62,404	\$63,281	\$63,822
28							\$63,271	\$64,148	\$64,689
29							\$64,138	\$65,015	\$65,556
30							\$65,005	\$65,882	\$66,423

APPENDIX B EXTRA PAY SCHEDULES

Trinidad School District No. 1

Co-CURRICULAR EXTRA PAY for School Year 2019-2020

EXTRA PAY - HIGH SCHOOL - Page 1

CO-CURRICULAR

Step	1	2	3	4	5	6	7	8	9	10
ATHLETIC-ACTIVITY DIRECTOR *	6200	6400	6600	6800	7000	7200	7400	7600	7800	8000
HEAD COACH FOOTBALL	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
COORDINATOR FOOTBALL	2000	2100	2200	2300	2400	2500	2600	2700	2800	2900
ASSISTANT COACH Football	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
FRESHMAN COOR FOOTBALL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
FRESHMAN ASST. Football	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
HEAD COACH VOLLEYBALL	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
ASST. COACH VOLLEYBALL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
FRESHMAN COACH VOLLEYBALL	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
COACH BOYS GOLF	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
HEAD COACH BOYS BASKETBALL	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
ASST. COACH BOYS BASKETBALL	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
FRESHMAN BOYS BASKETBALL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
HEAD COACH GIRLS BASKETBALL	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
ASST. COACH GIRLS BASKETBALL	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
FRESHMAN GIRLS BASKETBALL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
HEAD COACH WRESTLING	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
ASST. COACH WRESTLING	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
HEAD COACH SOCCER	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
ASST. COACH SOCCER	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
HEAD COACH TRACK	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
ASST. COACH TRACK	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
HEAD COACH BASEBALL	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
ASST. COACH BASEBALL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
COACH GIRLS GOLF	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
COACH CHEERLEADING	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
COACH WEIGHT PROGRAM	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100

* AD COMBINES VARIOUS EXTRA PAYS TO THIS SCHEDULE

Trinidad School District No. 1
Co-C CURRICULAR EXTRA PAY for the 2019-2020 School Year
 EXTRA PAY, HIGH SCHOOL - Page 2

Co-CURRICULAR EXTRA PAY (cont)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
DIRECTOR BAND	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
ASST. DIRECTOR BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR JAZZ BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR CONCERT BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR VOCAL	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
COACH KNOWLEDGE BOWL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
COACH FORENSICS	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
DIRECTOR PROMOTIONS	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
DIRECTOR STUDENT COUNCIL	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR YEARBOOK	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR DRAMA (2 PLAYS -YR)	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR HONOR SOCIETY	550	575	600	625	650	675	700	725	750	775
DIRECTOR NEWSPAPER	550	575	600	625	650	675	700	725	750	775
SPONSOR KEY CLUB	350	375	400	425	450	475	500	525	550	575
CLASS CHAIR	350	375	400	425	450	475	500	525	550	575

GENERAL FUND EXTRA PAY

COUNSELOR	2100	0.22	2300	2400	2500	2600	2700	2800	2900	3000
COUNSELOR Half	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500
HEAD TEACHER- LEADERSHIP TEAM	700	725	750	775	800	825	850	875	900	925
CO.CHAJR HOMECOMING	275	275	275	275	275	275	275	275	275	275
CO.CHAIRPROM	275	275	275	275	275	275	275	275	275	275
SPONSOR FLAG GIRL	700	700	700	700	700	700	700	700	700	700

VOCATIONAL EXTRA PAY
 DIRECTOR VOCATIONAL
 SPONSOR ACTIVE CLUB

5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
350	375	400	425	450	475	500	525	550	575	575

Trinidad School District No. 1
Co-CURRICULAR EXTRA PAY for the 2019-2020 School Year
 EXTRA PAY. - Middle School

<u>Co-CURRICULAR Fund EXTRA PAY</u>	Step	1	2	3	4	5	6	7	8	9	10
HEAD COACH FOOTBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST. COACH FOOTBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
HEAD COACH VOLLEYBALL		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH VOLLEYBALL		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
HEAD COACH BOYS BASKETBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST. COACH BOYS BASKETBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
CO-COACH BOYS JV BASKETBALL		550	575	600	625	650	675	700	725	750	775
HEAD COACH GIRLS BASKETBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST. COACH GIRLS BASKETBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
HEAD COACH WRESTLING		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH WRESTLING		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
HEAD COACH TRACK		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH TRACK		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
Co-Coach CHEERLEADING		612	637	663	688	712	738	763	788	813	838
DIRECTOR BAND		1275	1350	1425	1500	1575	1650	1725	1800	1875	1950
DIRECTOR (BAND) VOCAL		450	475	500	525	550	575	600	625	650	675
DIRECTOR KNOWLEDGE BOWL		450	475	500	525	550	575	600	625	650	675
Co-DIRECTOR STUDENT COUNCIL		225	238	250	262	275	288	300	312	325	338
DIRECTOR ANNUAL		450	475	500	525	550	575	600	625	650	675
DIRECTOR NEWSPAPER		425	450	475	500	525	550	575	600	625	650
SPONSOR ART CLUB		175	200	225	250	275	300	325	350	375	400
SPONSOR DRAMA CLUB		175	200	225	250	275	300	325	350	375	400
DESKTOP SPECIALIST		1500	1500	1500	1500	1500	1500	1500	1500	1500	1500

GENERAL FUND

COUNSELOR.		2100	2200	2300	2400	2500	2600	2700	2800	2900	3000
HEAD TEACHER (includes team of choice)		700	725	750	775	800	825	850	875	900	925

Trinidad School District No. 1
Co-CURRICULAR EXTRA PAY for the - 2019-2020 School Year
 Extra Duty - Elementary School

<i>Fishers Peak General Fund</i>	1	2	3	4	5	6	7	8	9	10
COUNSELOR*	2100	2200	2300	2400	2500	2600	2700	2800	2900	3000
DESK TOP SPECIALIST	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
CHILD STUDY (REPLACES HEAD T)	500	500	500	500	500	500	500	500	500	500
YEARBOOK (REPLACES HEAD T)	500	500	500	500	500	500	500	500	500	500
MENTOR	300	300	300	300	300	300	300	300	300	300

<i>Eckhart General Fund</i>	1	2	3	4	5	6	7	8	9	10
COUNSELOR * (HALF)	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500
HEAD TEACHER	700	725	750	775	800	825	850	875	900	925
SCIENCE FAIR	360	360	360	360	360	360	360	360	360	360

* COUNSELOR CONVERTS PREVIOUS PER DIEM TO THIS SCHEDULE

APPENDIX C GRIEVANCE FORM

**TRINIDAD SCHOOL DISTRICT NO 1
Certified Grievance Form
Number -
LEVEL I**

LOCAL ASSOCIATION _____

DATE FILED _____

AGGRIEVED PARTY _____

ASSIGNMENT _____ WORK SITE _____

ARTICLE AND SECTION

BRIEFLY EXPLAIN ALLEGED VIOLATION, MISINTERPRETATION, OR INEQUITABLE APPLICATION

AWARD REQUESTED

Signature of Grievant

Date

A copy of the decision is attached hereto.

I hereby appeal to Level II

Signed _____

Date _____

I hereby appeal to Level III

Signed _____

Date _____

APPENDIX D NURSE'S SALARY SCHEDULE

Nurses 2019-2020 Salary Schedule Effective September 1, 2019

	LPN	RN	RN BSN	RN MSN
1	33,196	37,196	42,196	45,196
2	33,896	37,996	43,096	46,196
3	34,596	38,796	43,996	47,196
4	35,296	39,596	44,896	48,196
5	35,996	40,396	45,796	49,196
6	36,696	41,196	46,696	50,196
7	37,396	41,996	47,596	51,196
8	38,096	42,796	48,496	52,196
9	38,796	43,596	49,396	53,196
10	39,496	44,396	50,296	54,196
11	40,196	45,196	51,196	55,196
12	40,896	45,996	52,096	56,196
13	41,596	46,796	52,996	57,196
14	42,296	47,596	53,896	58,196
15	42,996	48,396	54,796	59,196
16	43,696	49,196	55,696	60,196
17	44,396	49,996	56,596	61,196
18	45,096	50,796	57,496	62,196
19	45,796	51,596	58,396	63,196
20	46,496	52,396	59,296	64,196

LPN Step \$700 from base

RN Step \$800 with \$4000 Increase from LPN Base

RN BSN Step \$900 with \$9000 Increase from LPN Base

RN MSN Step \$1000 with \$12000 Increase from LPN Base