

Negotiated Agreement

of the

Trinidad Board of Education

and

Trinidad Federation of Teachers

and

Trinidad Education Association

for the period

July 1, **2022** to June 30, **2023**

TRINIDAD SCHOOL DISTRICT 1
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AGREEMENT:

On October 26, 2022 the Board of Education of the Trinidad School District No. 1 and the Trinidad Federation of Teachers and the Trinidad Education Association, who will now be referred to as the Association, reached agreement on this collection of Negotiated Policies for the period of July 1, 2022 to June 30, 2023.

Non-Discrimination/Equal Opportunity

The Board of Education and the District are committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. The District and the schools contained within are subject to all federal and state laws and constitutional provisions prohibiting discrimination and harassment on the basis of disability, race, creed, color, sex, sexual orientation, gender identity expression, national origin, religion (or lack thereof), marital status socioeconomic status, ancestry, or need for special education services.

Discrimination and harassment against employees and applicants for employment based on age and genetic information is also prohibited in accordance with state and/or federal law. In addition, the Board prohibits discrimination and harassment against all members of the school community (students, employees, and members of the public) on the basis of physical characteristics. Respect for the dignity and worth of each individual shall be paramount in the establishment of all policies by the district and in the administration of those policies by the district and in the administration of those policies by the administration.

ARTICLE ONE - DEFINITIONS

- 1-1 **ASSOCIATION** The Trinidad Federation of Teachers and Trinidad Educational Association (TFT/AFT) (TEA/CEA), parties 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 certified employee position.
- 1-6 **YEAR** The period from July 1 through June 30.
- 1-7 **EMPLOYER** The Board or its designee(s).
- 1-8 **SUPERVISOR** The administrator responsible for the daily supervision, evaluation of the employee, and recommends promotion, demotion, hiring and firing of the employee.
- 1-9 **SUPERINTENDENT** The superintendent of Trinidad School District 1.
- 1-10 **BARGAINING UNIT** All full-time and part-time certified employees of the District except:
- 1) Administrators/Principals
 - 2) Directors, supervisors and confidential employees who are specifically excluded from the Negotiating Unit and who are listed on Appendix A, attached hereto.
 - 3) Substitute and temporary employees.
 - 4) All full-time and part-time classified employees.
- 1-11 **PARTY OR PARTIES** The Board, or its representatives acting on its behalf, and the Associations, or its representatives acting on its behalf.
- 1-12 **DISCIPLINARY ACTION** An action that is with just cause toward a bargaining unit employee, intended by an Administrator, Principal, or Vice Principal to be disciplinary in nature as part of the progressive disciplinary process in article 15-2-1
- 1-13 **SCHOOL CALENDAR YEAR** The number of student contact days in the current school calendar.

- 1-14 **FAMILY** Employee's spouse, son, daughter, father, mother, brother, sister, grandmother or grandfather, mother-in-law, father-in-law, stepparent, stepbrother or step-sister, and other close relatives as approved by special request by the immediate supervisor.
- 1-15 **CONTRACT YEAR** September 1 through August 31
- 1-16 **TEACHER** The term "teacher" when used hereinafter in these Negotiated Policies, shall refer to all employees represented by the Associations in the negotiating unit.

ARTICLE TWO - GENERAL PROVISIONS

- 2-1 Neither the Board nor the Associations, or any authorized agent of the Board or the Associations, shall discriminate against any employee on the basis of race, age, creed, color, national origin, sex, marital status, disability, 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 Associations shall carry out the commitments contained herein and give them full force and effect until June 30, 2023.
- 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. (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 Associations 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 Associations, the District shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. The Associations 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 Associations shall make available copies of data pertinent to the subject of negotiations obtained from sources outside the District and on which the Associations rely for negotiations. In order to assist the Associations and the District in the performance of their responsibilities, the District will provide to both organizations, AFT and CEA, free of charge, a courtesy copy, upon request, of the following items for the current fiscal year:
- Preliminary and Adopted Budget
 - Audited Financial Statement
 - Salary and Fringe Benefit Data as reasonably necessary to prepare for negotiations
 - Board of Education Minutes
 - Quarterly Financial Statements as available
- 2-7 Subject to any limitations under State or Federal law, the Board shall make available to the Presidents of the Associations an advance copy of the agenda, the hiring and retiring with the personnel report, and the minutes for each official Board meeting through the inter-office mail. (Electronic and hard copy)
- 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 meet within a reasonable time to renegotiate the stricken provisions, and the parties shall request to meet within a reasonable time, no longer than 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 Associations representatives. Discussion shall take place early enough in the District's decision-making process so that suggestions made by the Associations 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 Associations 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.
- 2-12 Negotiations will be open to the public in accordance with Proposition 104.

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 and Trinidad Federation of Teachers herein referred to as the "Associations," 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. Since both the TFT and the TEA are involved in representing teachers, the Associations have agreed to work together in representing the interests of the teachers in the District. See the Compact among the Board of Education, Trinidad Federation of Teachers and the Trinidad Education Association for more details on this relationship.
- 3-2 The Board agrees not to bargain directly with any other organizations other than the associations 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 Associations under the terms and provisions of this Agreement are for the exclusive use of the Associations.
- 3-4 The term "teacher" when used hereinafter in these Negotiated Policies, shall refer to all employees represented by the Associations in the negotiating unit as determined in the above section. No teacher shall be excluded from the negotiating unit based upon his/her participation, through committees or otherwise, in any matter of institutional governance or educational policy, nor will such participation by any member in any way alter the structure of the negotiating unit.
- 3-5 Any teacher under these Negotiated Policies may confer or discuss any matter with appropriate employees or officers of the District without involving the Associations. If so desired, teachers may request representation in any meeting, conference, discussion, etc. with no negative connotation. Teachers work collaboratively with building administrators to resolve issues before requesting union representation. Both parties shall provide notification if representation will be present.
- 3-6 Each party agrees to provide to the other, upon request, any and all non-confidential information that is relevant and reasonably necessary to either party for the proper implementation of these Negotiated Policies.
- 3-7 The District will provide a preliminary as well as final copy of the Personnel Directory to the Associations which will include the names, addresses and phone numbers of those employees who are willing to have that information made available. In addition, the District will provide to the Associations an update of the names, addresses and phone numbers of new employees hired during the course of the school year. Along with their employment contracts, the Board shall provide each teacher with a copy of these Negotiated Policies. The cost to reproduce the agreement shall be shared equally by the Associations and the District.

ARTICLE FOUR - REPRESENTATIVE RIGHTS

4-1 DUES DEDUCTION

- 4-1-1 The Board agrees to deduct from the salary of members of the Association, an amount to cover Association dues where such deductions have been requested in writing by individual members, and to transmit the amount so deducted to a specified representative of the Association on a monthly basis.
- 4-1-2 Once an executed Dues Deduction Authorization is furnished to the Board, it shall remain in effect for so long as the teacher remains an employee of the District unless it is revoked in the prescribed manner. Dues will be deducted in equal installments for each month of the teacher contract year for which the individual Dues Deduction Authorization is effective and has been furnished to the Board, except that authorization received after the tenth (10th) day of any month will not be effective until the following month.
- 4-1-3 Any teacher who previously authorized Association dues deductions may discontinue the dues deduction by notifying the District business office in writing before October 15. Dues deduction will then cease effective with the November payroll.
- 4-1-4 The Association agrees to hold the Board and the District harmless from any suit, action, complaint or the like, growing out of these deductions, and assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Association. The Association agrees that in the event of any litigation against the District, its agents, or employees arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees from any monetary award of any costs arising out of such litigation, including, but not limited to attorneys' fees and costs.
- 4-1-5 The Associations agree to provide the District the following information, and to keep any such submission current:
1. The name and legal address of its organization.
 2. A list of the officers of the Associations;
 3. A list of any organizations with which the Associations are affiliated;
 4. A copy of its Constitution, Articles of Incorporation and By-Laws;
 5. A listing of all Association members.
 6. A list of building representatives to assist in grievance or disciplinary meetings. See Negotiated Policy 5 - Grievance Procedure.
- 4-1-6 The Association may hold meetings of its members in school buildings before or after the normal teacher duty day at no cost; provided that notice is given to the Principal or other administrator in charge of the building, and the use does not interfere with or disrupt the normal operation or scheduled use of the building.
- 4-1-7 As is necessary for the proper administration of the District, the Association shall be permitted to use the inter-school mail and teacher mailboxes in the school buildings for the

delivery of written communications to teachers, provided the communications are non-partisan. A copy of any general communication to teachers so delivered shall be delivered to the principal's office either prior to, or at the time of such delivery. The Association agrees to save the Board and the District harmless from any action arising from the Association's use of District mail. The TEA shall be afforded the same rights, and assume the same responsibilities as the TFT, under this section of the Negotiated Policies.

- 4-1-8 Duly authorized representatives of the Associations, 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. Such business will not interfere with the performance of regularly scheduled teacher duties. The TFT/TEA Presidents will notify the principal's office upon arrival/departure from the building.
- 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 workday. All efforts shall be made to not disrupt the school/workday of employees.
- 4-1-10 The District agrees to furnish the Associations in response to requests for all available information concerning the financial resources of the District and such other information as will assist the Associations in developing programs on behalf of the Employees, together with information which may be necessary for the Associations to process any grievance or complaint or to develop bargaining proposals.
- 4-1-11 Any teacher who is asked by management to attend a meeting pertaining to disciplinary actions, will be informed of the reasons for the meeting prior to holding the meeting. The teacher has a right to discuss the matter personally or to request that an Association representative be in attendance. In the event the teacher makes such a request, the meeting will be delayed for a reasonable period of time, if necessary, to permit the Association representative to attend the meeting.

The Board and the Associations 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 FIVE - NEGOTIATION PROCEDURE

5-1 GENERAL

5-1-1 The Board and the Associations recognize that each of them has an interest in the compensation, time-off benefits and working conditions of teachers, as well as the quality and breadth of the educational experience offered to each student in the District. Of necessity, a variety of topics will arise related to these joint interests. Both parties reaffirm their commitment to attempting whenever possible to reach agreement with regard to those matters of joint concern. To assist in the process of achieving such agreements, the Board and the Associations agree to utilize the processes set forth in this Article with regard to topics of mutual interest.

5-2 REPRESENTATIVES

The procedures set forth in this Article for the discussion and resolution of mutual concerns may be carried out by the Board and the Associations through representatives of their choosing.

5-3 CONDUCTING NEGOTIATIONS

5-3-1 The scope of negotiations shall be on matters concerning certified employees' salaries, terms and conditions of employment, and other items mutually agreed upon.

5-3-2 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.

5-3-3 Negotiations mutually agreed upon shall be conducted at times and places mutually agreeable to the negotiators named by each party provided. The members of the negotiation team shall be released from work duties without loss of salary to attend such meetings.

5-3-4 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.

5-3-5 It is recognized that either party may designate its own representatives; however, the associations will abide by the guidelines set forth in the compact.

5-3-5-1 It is recognized that either party may, if it so desires, utilize the service of consultants.

5-3-6 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.

5-3-7 The Board shall make available to the Associations the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning certified employee salaries.

5-3-8 Negotiations shall be conducted in open session according to Proposition 104.

5-4 ADOPTION OF AGREEMENT

5-4-1 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.

5-4-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Associations and adoption by the Board.

5-4-2-1 The Association agrees to present the tentative agreement to its membership and hold its ratification meeting within fourteen (14) 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.

5-4-2-2 Following ratification by the Associations, the Agreement shall be placed on the agenda for the next Board meeting for consideration of its adoption.

5-4-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

5-5 IMPASS RESOLUTION MECHANISMS

5-5-1 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.

5-5-2 Selecting Mediator. The Board and the Associations 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) 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.

5-5-3 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.

5-5-4 The format, dates, and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in open sessions.

5-5-5 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 Associations.

5-6 FACT-FINDING

5-6-1 If the mediation described in Section 5-5 has failed to bring about agreement on all issues, either the Board or the Associations may request that the issues which remain in dispute be submitted to a factfinder. In the event that the parties are unable to agree on a factfinder, the factfinder shall be selected in the manner provided in Section 5-5 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.

5-6-2 The factfinder 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.

5-6-2-1 If the factfinder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the factfinder 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.

5-6-2-2 All hearings by the factfinder shall be held in open sessions, and no news releases shall be made concerning progress of such hearings.

5-6-3 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 Associations only and shall set forth in the report the finding of fact, reasoning, and recommendations on the issues submitted.

5-6-4 Within five (5) days after receiving the report of the factfinder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.

- 5-6-5 The respective parties shall take official action on the report of the factfinder no later than fifteen (15) days after the hearing described in Article 5-6-3
- 5-6-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Article 5-4.
- 5-6-7 The costs for the services of the factfinder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Associations.
- 5-6-8 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 factfinder. 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.

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 Associations, 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)

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 Associations. The Associations shall notify employees involved in the grievance filed.

6-1-3 “Applicable Party” shall be an administrator or supervisor other than the Principal.

6-2 Purpose

6-2-1 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise involving the matters dealt with in the Agreement. Both parties agree 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 Associations, provided the adjustment is not inconsistent with the terms of this Agreement and that the Associations have been given an opportunity to be present at 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 the procedure may be exhausted prior to the end of this school year or as soon thereafter as is practical.

6-4 Hearing Levels

- 6-4-1 Level One: Informal Level. An Employee with a grievance shall discuss the alleged violation of the Agreement with his/her building administrator or applicable party. This discussion should occur within twenty (20) school 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 building administrator or applicable party within twenty (20) school days that the Employee knew or should have known of the act upon which the grievance is based or within twenty (20) school days of the meeting with the administrator or applicable party described in Section 6-4-1 above. The principal or applicable party and the grievant may be accompanied by a representative. The principal or applicable party shall provide a written response within ten (10) school 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 Associations 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) school days after receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved employee and a representative of the Associations in an effort to resolve the grievance.
- 6-4-3-2 The Superintendent shall provide a written response within ten (10) school 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) school days after the Level Three meeting, he/she may, within five (5) school days after decision by the Superintendent or fifteen (15) school days after the Level Three meeting, whichever is sooner, request in writing (with a copy to the Superintendent) that the Associations submit his/her grievance to arbitration. The Associations may, by written notice to the Superintendent within fifteen (15) school 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) workdays 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) days after the date of the close of the hearing, to the Board and the Associations 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 Associations (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) workdays 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 Associations. 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 Associations.

6-6 Miscellaneous

6-6-1 If, in the judgment of the Associations, a grievance affects a group or class of employees, the Associations within thirty (30) days after the Associations 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 Associations 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 Associations 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 Associations 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 Associations 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 necessary for the grievant or Association's 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 building administrator 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.
- 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 Associations and given appropriate distribution by the Associations 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 Associations 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 Leave

- 7-1-1 The Board agrees that all full-time certificated teachers shall receive eleven (11) annual leave days per school year. The full annual accumulation for a teacher employed for the school year shall be granted at the beginning of the school year, provided that in the event a staff member leaves prior to completing the school year, unearned annual leave will be deducted at the rate of one (1) day per month not worked. No later than February 15 of each year, the District shall meet with the bargaining teams to review the financial solvency of the District. After the meeting with the Associations, the District shall inform the employees if a payment of the separation benefit or annual leave buyout is available.
- 7-1-2 Annual 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, scheduled PLC, or Professional Development days except as provided by the Superintendent due to emergency/extenuating situations. No reason need be given for the use of annual leave except when needed to verify an emergency.

To ensure continuity of the educational program, requests for annual leave may be denied if a certified substitute cannot be found and the District cannot provide adequate coverage.

All teachers shall give the building administrator advance notice of two (2) days with the exception of emergency situations when desiring to use annual leave.

An Emergency is an unforeseen occurrence or circumstances beyond the employee's control, e.g., family illness, accident, or act of God.

Teachers will be allowed to accumulate ninety (90) days of Annual Leave to carry forward. Therefore, teachers accumulating over ninety (90) days (up to 101 days) will be paid at a rate of 40% 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 teachers 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 payment(s) in any amount greater than the amount of funds that remain appropriated but unspent as of April 1st.

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

- 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 remaining in the 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. 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 building administrator before they can be taken.
- 7-1-4 After an employee has exhausted all accumulated annual leave, absences shall be deducted at the hourly rate of employee's pay for such time of absence not covered by annual leave.
- 7-1-5 Beginning with the 2017-2018 school year, any employee with eighteen (18) 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 40% of his/her per diem pay for the unused annual leave accumulated at the time of separation, not to exceed ninety (90) days.

Current employees hired between 1987 until 2002 on the certified seniority list dated June 14, 2017 will be grandfathered in at fifteen years of consecutive service to the district. Employees who retire, resign in good standing, or die 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 leave accumulated at the time of separation not to exceed ninety (90) days.

The payments required by this paragraph of Article 7-1-5 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 teachers 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 but 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 teachers who have given notice of retirement or otherwise terminating employment under this article, each teacher may choose to receive such payment over two calendar years of time. Specific terms of arrangement of payment shall be made with each teacher who chooses this optional provision; however, in no case shall the amount due and payable to such teacher be greater than the initially computed amount due at the time of retirement or termination.

- 7-1-6 Any employee who has exhausted all but fifteen (15) annual leave days and is currently out on annual leave for himself/herself or a family member's illness, may obtain not more than sixty (60) days additional time by having annual leave donated by other employees provided the illness is not work related. The employee shall contact the Associations Presidents 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. The request for donation of days may be repeated only once for a maximum of sixty (60) days. In the event of death, the remaining days donated will be paid out to the employee's family or estate at 50% of the employee's per diem.

7-1-7 SICK BANK

It shall be the policy of Trinidad School District No.1 that:

Participation by a majority of the full-time employees shall be required to maintain the sick leave bank.

- a. The school district will give one day per participating employee only at the start of the program.
- b. Participating employees will be required to donate one day of their accumulated sick leave at the time of their enrollment.

Admission to the bank will be within thirty (30) days of employment. If an employee does not sign up within this time period, he/she may sign up from September 1 to October 1 of any year thereafter.

If days in the bank drop to a balance of fifty (50) days, those wishing to continue in the bank will be required to contribute one additional day on the appropriate authorization form.

- a. If a member employee, when an additional contribution is required, has no accumulated sick leave, he/she will contribute his/her next accumulated sick day.
- b. Days contributed to the sick leave bank cannot be subsequently refunded.
- c. Sick leave days in the bank will carry over from year to year.

The bank will be administered by a sick leave committee. This committee shall be composed of one (1) administrative member appointed by the administration, two (2) classified members appointed by classified employees, one (1) high school teacher, one (1) middle school teacher, and two (2) elementary teachers appointed by teachers.

The committee members shall be appointed for a three-year term.

The following conditions will govern the granting of sick leave days from the bank:

- a. Applications for benefits from the bank will be made in writing and must be a minimum of five 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 sick leave is depleted.
- c. Benefits of the bank shall be restricted to the illness or disability of an employee.
- d. Not more than twenty (20) days may be used by one employee in one 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 his/her regular duties will be required.
- f. It is understood that each member using days from the bank will be obligated to pay back his/her used days at the rate of one (1) every other month through the school year as long as he/she is employed by the District.

Decisions of the committee with respect to eligibility for bank sick leave days shall be final and not grievable.

The Sick Leave Bank Committee will report the status of the bank to the Superintendent of Schools at the end of the school year.

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 certified 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 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 If on unpaid FMLA, 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 certified 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) 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 60 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 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 60 days but indicates a desire to return to work within 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 certified employees temporarily absent from work and unable to perform their 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 relinquish the worker's compensation check to the district 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 certified 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 certified employee has the option of accepting the per diem payment from the State or receiving regular payment from the District. If the certified 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 certified employee. If the certified 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 certified 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 his/her district assignment.

7-5 PROFESSIONAL LEAVE

7-5-1 Employees may be requested by the District to attend meetings, workshops, or symposiums through which the employee will receive training and 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 Recognizing the value of teacher involvement in professional organizations, the District will allow up to fifteen (15) days of leave per Association member to attend Association meetings or to conduct Association business. The cost of the substitutes shall be shared equally by the District and the Association. If a substitute is not available and class coverage is not available in the building, the Association Members together with their Administrator will make a decision to attend or not attend the Association Meeting/training in the best interest of students. If the parties disagree, the member can appeal the decision to the Superintendent.

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 or reporting to duty shall be the responsibility of the respective building Principals, the employees' building administrator.

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 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 received 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 three (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 personal 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 120 working days. If the employee returns to work during the 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 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 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/she 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, stepparent, 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 Building administrator 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 school year 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 requests should not be for more than one 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.

7-13 SEPARATION BENEFIT

Any teacher who has fifteen (15) years or more of full-time, continuous, consecutive service with the District may choose one of the following separation benefits to be paid at the time of retiring from the District:

Option I. The employee may select a separation bonus in an amount equal to the difference between the salary of the retiring employee and the average salary of a new hire to the District for that school year. For purposes of this Policy, the term "salary" includes the employee's base salary only, and does not include extracurricular pay, overtime pay, or any other payments other than contracted salary.

Option II. The employee may retire and work a transition year consistent with the 110/ 140-working day limit permitted under PERA regulations. In this event, the employee will not receive insurance benefits. In addition, the employee will receive a payment equal to 40% of his/her per diem rate for his/her accumulated annual leave days up to a maximum of ninety (90) days. The District makes no representation concerning the employee's eligibility for pension benefits. The District's obligation is limited to paying the employee's salary upon retirement for the transition year with no salary increase from the prior year. The employee will also be able to receive his/her eleven (11) annual leave days.

Notification of intent to retire must be filed with the Office of the Superintendent no later than **April 1st of the year** in which retirement or separation will occur.

The payments required by this article 7-13 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 teachers 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 teachers who have given notice of retirement or otherwise terminating employment under this article, each teacher may choose to receive such payment over two calendar years of time. Specific terms of arrangements of payment shall be made with each teacher who chooses this optional provision; however, in no case shall the amount due and payable to such teacher be greater than the initially computed amount due at the time of retirement or termination.

Option III Subsequent year employment after retirement:

Employment will be considered a new hire position. The employees wishing to return shall submit a letter of request by April 1st. The district will accept or decline the request within thirty (30) days. Teachers returning for subsequent employment can be given up to 9 years' experience and placed on step 10 for contract purposes. Teachers will be approved for the 110- or 140-day work year. Under the PERA regulations and also the limit to this regulation is 10 retired employees per year including substitutes. No health insurance benefits will be offered by the district for this period of employment. This employee will be required to work professional development days and teacher workdays. Employees will accumulate eleven (11) days per year but will not be subject to a buyout at the end of employment.

ARTICLE EIGHT - BUILDING ENVIRONMENT

8-1 PURPOSE

The parties agree that teachers at the building level should be involved in determining their working environments and in establishing the conditions under which they work.

8-2 PROCESS

We encourage employees to establish mutually agreeable processes for determining the above items. Employees should establish a means for assuring that the process to be utilized in the building is acceptable to the staff and the administrator(s) in accordance with a governance scheme they agree on. Nothing in this document is intended to prohibit the use of an existing mutually agreeable building mechanism for these purposes. Employees need to address what will trigger a re-negotiation of either the process or the substance of these agreements.

8-3 PROBLEM RESOLUTION PROCESS

If a building employee is of the opinion that a serious problem is developing or has already developed in the implementation of this section, he/she is encouraged to contact others for assistance. This initiative may be directed to the Associations, or the Superintendent. The party contacted will initially determine the nature of the concern and will make contact with the parties involved including the principal. The party initially contacted is encouraged to share the concern with appropriate District or Associations officials as circumstances warrant. A monthly collaborative meeting will be undertaken by all parties involved to determine the kind and level of assistance needed. The assistance may take the form of consultation, advice, training, facilitation services, subject matter experts, or other assistance as may be mutually agreed by all parties involved, including the principal.

If facilitation assistance is deemed appropriate, one member from each Association Bargaining Team and one member of the District Bargaining Team will be engaged to serve as co-facilitators to assist the employees in reaching an agreeable resolution. This process will serve to assist in the event of difficulty reaching agreement on process, the substance of any issue or the resolution of concerns about implementation of any understanding.

8-4 RESOURCES

The District will make available training and other resources to the employees to assist in setting up the processes contemplated by this provision as determined through consensus between the Superintendent and the Association Presidents.

8-5 TIMELINE

Employees may begin to develop approaches to these issues as soon as they desire. All buildings will have considered these issues and determined the desired approach suited to that building.

8-6 ISSUE IDENTIFICATION AND RESOLUTION

8-6-1 Identifying and Resolving Issues at a Building

The parties agree that interpersonal and systemic issues can and do arise in the operation of school buildings. The District and the Associations agree that to the greatest extent possible, such issues should be resolved at the building level, by the teachers, administrators, and other staff involved. It is recognized that outside assistance may occasionally be necessary or desirable. In order to assist building administrators and staff, the parties hereby establish the preferred decision-making process to be used in the event problems are identified.

8-6-2 Initiation of Process

Every school year, employees at each building may establish a group that will meet each month to identify and resolve building issues utilizing the Problem Resolution Process. By no later than October 15, employees at each building will forward to the superintendent an outline identifying the specific process established for the building, staff involved in the process, and the dates and times of the scheduled meetings. The building administrator, a staff member, or an Association representative may initiate the process by identifying a topic to the administrator or staff members involved, and request initiation of the District Problem Resolution Process. In the event the Problem Resolution Process has been used, but did not successfully achieve resolution, either party may approach the District Superintendent or the Association for additional assistance with the issue.

8-6-3 Steps of the Problem Resolution Process

- A. *Convene.* The parties involved in the problem, disagreement or dispute should identify the issues and who should be involved in any meetings to resolve the issues. This involves the following considerations: Who will be impacted by the decision? Who has information related to the situation? Who is necessary to implement? What relationship impacts are there from inclusion or non-inclusion of various parties? Additionally, thought should be given to the amount of time necessary to perform the work and the availability of various interested parties to perform those tasks in a timely fashion. Any scheduling or timing constraints should also be considered.
- B. *Story.* Once the decision-making group convenes, the parties shall exchange information relevant to the situation, including the history of the situation, relevant facts, i.e., performance data, costs, results, perceptions, feelings, etc.
- C. *Interests.* Interests are the outcomes that people seek in attempting to resolve a problem or address a situation.
- D. *Options.* In this phase, the decision-making group brainstorms the variety of ways to address the situation that meets the Interests of the parties.
- E. *Evaluate.* The various Options generated (Step D above) are evaluated to determine how well they meet the Interests and solve the problem.

- F. *Commit.* Once an acceptable or the preferred solution is identified, the parties commit to proceed. Commitment is made on a consensus basis, to the extent possible. The parties shall determine an acceptable definition of “consensus” and a method of determining the mindset of the group prior to commencing decision-making.
- G. *Implement.* The Option or choice of how to resolve the problem needs a specific plan in order to get results. The decision-making group identifies the specific elements of a plan and specifically identifies individuals whose responsibility it is to (1) carry out the task, and (2) do it on a prescribed timetable. Effectiveness and results are measured with a deadline date.
- H. *Assess.* After the Option is implemented, the results are analyzed to determine if the desired level of correction or improvement has been achieved.

ARTICLE NINE – INSTRUCTIONAL STAFF REDUCTION IN FORCE

See Administrative Policy -- GCQA

9-1 Definitions

1. “Cancellation of employment” means the cessation of employment of a teacher when there is a justifiable reduction in the number of teaching positions in the school district for reasons of fiscal exigency or program change.
2. “Teacher” means any person who is regularly licensed by the teacher certifying authority for the state of Colorado and who is employed full-time to instruct, direct or supervise the instructional program, except those persons holding letters of authorization.
3. “Fiscal exigency” means any significant decline in the Board of Education’s ability to fund the operation of the district such as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the district’s current or projected budget to be insufficient to adequately meet the district’s current or projected needs.
4. “Program change” means any elimination, curtailment or reorganization of curriculum, program or school operation, or a reorganization of curriculum, program or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency.
5. “Day” means each workday.

9-2 General grounds for cancellation of employment

A justifiable reduction in the number of teaching positions occurs when the board determines that a fiscal exigency exists and/or program change is to be made that requires cancellation of one or more teacher contracts. In the event of a potential reduction in force, the following policy and accompanying regulation shall apply and any cancellation of the teacher’s employment contract shall be in accordance with this policy and accompanying regulation. This policy and accompanying regulation shall not apply to teacher dismissals, non-renewals or other personnel actions that do not result in the reduction in the number of teaching positions in the district.

9-3 Board of Education’s preliminary determination and statement

If the Board determines a fiscal exigency exists and/or program change is to be made and such determination may require the cancellation of employment of one or more teachers, it shall adopt a statement that reasonably identifies the fiscal exigency and/or program change and reasons this statement shall be transmitted to the Superintendent of Schools and school district faculty. The Board shall establish the actual number of teacher contracts to be cancelled consistent with the Board's authority to establish educational programs within the district.

9-4 Superintendent's action

Within thirty (30) days after receiving the statement from the Board, the superintendent shall submit to the Board recommendations for cancelling the employment of particular teachers. In making this recommendation, the superintendent shall not be limited to considering only the teachers in the areas or program designated by the Board in its initial statement.

9-4-1 The superintendent shall insofar as possible meet the reduction in force by normal attrition such as non-renewals, retirements, leaves of absence or transfer of assignments. The superintendent shall also consider performance rating as stated in C. R. S. 22-9-106 in the best interest of students as a significant factor in recommending a teacher for cancellation of employment:

9-4-2 After considering the factor above, the superintendent shall also consider the following factors in recommending a teacher for cancellation of employment:

- Probationary and non-probationary status
- Length of service in the school district
- Professional experience
- Education, licensing endorsements and other professional qualifications.

9-4-3 In the event all factors are equal, cancellation of employment shall be accomplished in the manner that best supports the interests of the school district.

9-5 Notice and Board Action

Notice to individual teachers and any resulting cancellation of employment by the Board shall be in accordance with this policy's accompanying regulation.

The superintendent generally will not make recommendations for reductions until consultation has occurred with each principal or supervisor whose school will have a teacher terminated.

Legal REFS: C.R.S. 22-60.5-101 *et seq.* (teacher licensure law)
C.R.S. 22-60.5-403
C.R.S. 22-63-202 (3) (cancellation of employment contracts-reduction in force)

CROSS REF.:

Board policy: EL-12, Staff Treatment
Trinidad School District #1, Trinidad, Colorado

Adopted by the Board: January 1983
Revised by the Board: August 1991
Revised by the Board: March 1995
Revised: December 2005
Recoded and revised by the Board: date of manual revision

LEGAL REFS.: C.R.S. 22-60.5-101 *et seq.* (teacher licensure law)
C.R.S. 22-60.5-403
C.R.S. 22-63-202 (3) (cancellation of employment contracts-reduction in force)

CROSS REF.:

Board policy: EL-12, Staff Treatment
Trinidad School District #1, Trinidad, Colorado

ARTICE 10 Mutual Consent Language

- 10-1 The TEA/TFT and Trinidad School District No. 1 agree to the following Mutual Consent Language for Transfer of certified staff.
- 10-2 Employees at each building will establish a Mutual Consent Placement Team (MCPT) for the purpose of making collaborative decisions regarding the proposed placement of any displaced teacher. A displaced teacher is defined as any teacher whose entire FTE in a building is eliminated and has not volunteered to transfer to another building. Displaced teachers will be considered for all vacant instructional positions, including Paraprofessional or limited term temporary positions, for which they meet the minimum qualification prior to any posting or consideration of other internal or external candidates.
- 10-2-1 The MCPT will consist of the building principal and at least two teachers elected by a secret ballot of vote of the faculty to represent them in any decision involving mutual consent placements. The election results shall be shared with TEA/TFT within three (3) working days. The principal shall have the final decision.
- 10-2-2 The District and the Associations will provide all members of the buildings MCPT with such training so that they can discharge their duties appropriately and without bias. Members of the MCPT will be released from their regular duties without loss of compensation to participate fully in the training and decision making of the MCPT. No representative of the MCPT will be adversely impacted due to his/her advocacy or service on the MCPT. Any member of the MCPT may request the assistance of TEA/TFT and Trinidad School District No. 1 to help facilitate the collaborative decision-making.
- 10-2-3 The MCPT will make their decision regarding mutual consent placement by consensus using the following criteria:
- a) The teacher has the minimum qualifications needed to perform the duties for the position.
 - b) The teacher has experience and academic preparation and demonstrates he/she supports the previously established, written, and agreed upon instructional practices of the faculty or the desire to be trained in such practices.
- 10-2-4 No teacher shall be denied a mutual consent placement without just cause as defined by the Teacher Employment Compensation and Dismissal Act (TECDA). The teacher will be notified within twenty-four (24) hours of the decision on mutual consent placement, with a copy forwarded to TEA/TFT and Trinidad School District Superintendent and Board of Education.
- 10-3 If the teacher does not secure a mutual consent placement by the MCPT, the District will advise the teacher of specific reasons why the teacher was not selected within two (2) workdays. The

notice shall include all evidence that was considered deficient by the MCPT. A copy of this notice will be forwarded to TEA/TFT within the two (2) working days. The teacher shall have the right to appeal that decision through the grievance procedure starting at Level IV and the parties shall expedite the grievance process.

- 10-4 A teacher who has not secured a mutual consent placement shall immediately be placed in a priority hiring pool. A teacher in the hiring pool shall be considered to have applied to the district for any position(s) for which the teacher holds the minimum qualifications. Teachers in the priority hiring pool will be given the opportunity to interview for any vacant positions, including temporary or limited term positions, for which the teacher meets the minimum qualifications. The teacher will be interviewed in an expedited manner by the MCPT using the procedures and criteria established for the MCPT. Teachers in the priority hiring pool will be considered prior to any posting, interviewing, or hiring for the position by either internal or external candidates.
- 10-5 In the event the teacher does not secure a mutual consent assignment, Trinidad School District Superintendent and Board of Education shall assign the teacher to a building that has refused to agree to a mutual consent placement for one year. Within two weeks of the notice of such assignment, the principal shall provide the teacher with a written plan that ensures all of the reasons for denying the mutual consent will be addressed through a systematic and comprehensive individualized professional development plan. Such plan may include, but not be limited to:
- All upcoming professional development opportunities available to the teacher,
 - A statement describing in detail the resources that will be provided to the teacher by the building and District Administration, both in terms of release time and funding that will ensure the teacher is fully able to participate in such professional development opportunities without the loss of planning time, compensation, or personal leave,
 - Written feedback and meeting with the principal within five (5) days of any observation that expressly addresses reasons cited in the denial of mutual consent and whether there has been progress towards addressing the identified deficiencies,
 - Concrete, specific suggestions for what changes must be made by the teacher to overcome the concerns listed in the denial of mutual consent,
 - A written, mid-year review and adjustment of the comprehensive individualized professional development plan to make such changes as will ensure the transition to a mutual consent placement at the building by the end of the year.

Adopted by the Board June 24, 2015

ARTICLE ELEVEN - FRINGE BENEFITS

11-1 RETIREMENT BENEFITS

11-1-1 P.E.R.A. - Each eligible certified 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.

11-2 LIFE INSURANCE

11-2-1 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.

11-3 LONG TERM DISABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

11-3-1 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.

11-4 WORKERS' COMPENSATION

11-4-1 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.

11-4-2 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.

11-5 HEALTH INSURANCE

11-5-1 Effective July 1, the District will contribute

EMPLOYEE	\$473.75
EMPLOYEE + SPOUSE	\$519.44
EMPLOYEE = CHILD	\$489.45
FAMILY	\$519.44

Per month for the monthly premiums for health, dental, vision and life insurance and other plan options for each full-time teacher. Beginning July 1, 2018, the District will pay each teacher an additional \$30.00 per month toward health insurance. The contributions above include the additional \$30.00 in the District's contribution. **Beginning July 1, 2020, the District will pay an additional \$102.00 to the District's contribution of health insurance for the 2022-2023 school year for each employee that participates in the health plans.**

11-5-2 The District and Associations agree the District will utilize an Insurance Committee to advise, by consensus, the District regarding insurance matters. The Committee will periodically review the above insurance programs and make recommendations to the District. The Committee will include an appropriate number of teacher representatives selected by the Associations. The chairperson of this Committee shall be elected by the Committee members.

11-6 PAYROLL DEDUCTION SERVICES

11-6-1 Payroll deduction services are provided for certified 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.

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 February of 2000 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) workdays 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) workdays 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 17 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 non-probationary teacher to appeal a performance evaluation rating of ineffective or partially effective. All references to "teacher" in this document shall mean "non-probationary 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 non-probationary 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 non-probationary 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 non-probationary 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 non-probationary status. If the rating is confirmed, the teacher loses non-probationary 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 non-probationary 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 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 **2022-2023**, *Appendix A* to these Negotiated Policies

EXTRA DUTY SALARY SCHEDULE for 2018-2019, *Appendix B* to these Negotiated Policies

NURSES SALARY SCVHEDULE FOR **2022-2023**, *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, **2022** and shall continue and remain in full force and effect through June 30, **2023**.

19-2 INTERIM AGREEMENT

19-2-1 Upon request by the Associations to the Board or by the Board to the Associations after **February 14** of that interim year, but before **March 1** of that interim year, the Board and the Associations agree to open interim negotiations on non-monetary matters. 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, B and D; Fringe Benefits (Article 10) and one other article to be chosen by each party for the period beginning July 1, **of each interim year**. 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 **February 14, 2023**, but before **March 1, 2023** 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, **2022** AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTIETH DAY OF JUNE, **2023**.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND

SEALS THIS 22nd DAY OF **FEBRUARY, 2023**

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

 2/22/23
By: President of Board of Education / Date

Edward S Romero 3-17/23
By: Vice-President of Board of Education / Date

TRINIDAD EDUCATION ASSOCIATION

TRINIDAD FEDERATION OF TEACHERS

 4/4/23
By: President TEA / Date

By: President TFT / Date