

PROFESSIONAL AGREEMENT

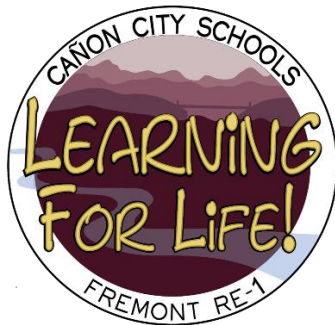
between

**SCHOOL DISTRICT
FREMONT RE-1**

and the

**CAÑON CITY
EDUCATION ASSOCIATION**

Effective July 1, 2021



PROFESSIONAL NEGOTIATIONS AGREEMENT
between
SCHOOL DISTRICT FREMONT RE-1
and the
CANON CITY EDUCATION ASSOCIATION

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Recognition	1
2	Definitions	1
3	General Provisions	2
4	Issue Resolution Procedures	4
5	Teaching Hours, Teaching Loads and Teaching Schedules	6
6	Extended Work Day Duties	9
7	Grievance Procedure	10
8	Evaluation and Personnel Files	13
9	Leaves	17
10	Controversial Issues	21
11	Administrative Applications	21
12	Dues Deduction	22
13	Student Discipline	23
14	Licensed Non-Administrative Employee Protections	23
15	Health Requirements	24
16	Transfers and Reassignments	25
17	Catastrophic Sick Leave Bank	26
18	Fringe Benefits	27
19	Salaries	28
20	Cancellation of Contracts	30
21	Part-time Licensed Non-Administrative Employees	35
22	Term of Agreement	36
<u>Appendixes</u>		
A	Salary Schedules, Effective September 1, 2018	37
B	Supplemental Salary Schedule	41
C	Extracurricular Duty Pay	43
D	Traditional Negotiating Procedures	44

E	Shared Decision-Making Memorandum of Understanding	47
F	Elementary Collaboration Time Memorandum of Understanding	48
G	Interim Issues Resolution Process	49
H	Association Representative Log Sheet	50
I	Recognition of District Committee Work	51
J	Professional Licensing Fee	52

Memorandums of Understanding (Temporary)

- Alternative Employment Contracts (Post Retirement Options)
- Non-Supplement Contracts for High School
- Reasonable and Equitable Class Sizes
- Teacher coverage when there is a substitute shortage

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT is made and entered into by and between CANON CITY SCHOOL DISTRICT in the County of Fremont and the State of Colorado and the CANON CITY EDUCATION ASSOCIATION on June 29, 2020.

ARTICLE 1- Recognition

- 1-1 The Board recognizes the Association as the exclusive and sole negotiating agent for only licensed non-administrative employees as defined in this Agreement. *(Revised 2002-03; Revised 2018)*
- 1-2 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf.
- 1-3 Upon receipt of a petition requesting withdrawal of recognition, properly signed by at least thirty percent of the licensed non-administrative employees which may be submitted at a Board meeting nearest December 15 of any given year, the Board will call a secret ballot election within thirty days to determine whether recognition shall be withdrawn. Election rules will be determined jointly by the Board and the Association. If a majority of licensed non-administrative employees favor withdrawal of recognition, a second secret ballot election will be held within ten days to determine which organization, if any, will be recognized. Any organization meeting the above requirements and submitting to the Board a sworn statement or verified membership list showing it has as members at least twenty-five percent of all licensed non-administrative employees will be included on the ballot. The organization receiving a majority of votes of all licensed non-administrative employees will be recognized. *(Revised 2018)*
- 1-4 The Board agrees not to negotiate with any licensed non-administrative employee organization other than the Association for the duration of this Agreement. *(Revised 2018)*

ARTICLE 2 - Definitions

- 2-1 The term "licensed non-administrative employee" as used in this Agreement shall refer to teachers and any other employee who must be licensed in order to perform their duties and whose salary is determined by a salary schedule in effect during this agreement. *(Revised 2018)*
 - 2-1-1 The term "teacher" as used in this Agreement shall refer to any licensed employee whose salary is determined by the teacher's salary schedule in effect during this agreement and who is evaluated using the teacher evaluation system. *(New 2018)*
- 2-2 The term "Board" as used in this Agreement shall mean the Board of Education of Cañon City School District in the County of Fremont and State of Colorado. *(Revised 2018)*
- 2-3 The term "Association" as used in this Agreement shall mean the Cañon City Education Association.
- 2-4 The terms "Board" and "Association" as used in this Agreement shall include authorized officers, representatives, and agents.
- 2-5 The term "parties" as used in this Agreement shall mean the "Board" and the "Association."
- 2-6 The term "District" as used in this Agreement shall mean Cañon City School District in the County of Fremont and State of Colorado. *(Revised 2018)*
- 2-7 The term "day" as used in this Agreement shall mean a day on which a licensed non-administrative employee is contractually obligated to perform services for the District. *(Revised 2018)*

ARTICLE 3 - General Provisions

- 3-1 The Board agrees that every licensed non-administrative employee of the District shall have the right to freely organize, join, and support the Association. As a duly elected body exercising governmental power under the laws of the State of Colorado, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any licensed non-administrative employee in the enjoyment of any rights conferred by the laws or Constitution of Colorado and the United States; and that it will not discriminate against any licensed non-administrative employee with respect to hours, wages, or any terms or conditions of employment. *(Revised 2018)*
- 3-2 The Association agrees that every licensed non-administrative employee of the District shall have the right to freely join the Association. The Association agrees that no member or agent will undertake or participate individually or collectively in any act that may intimidate or coerce any employee into joining the Association. *(Revised 2018)*
- 3-3 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, handicap condition, or marital status, so long as a licensed non-administrative employee shall meet the qualifications for membership as set forth in the Association's Bylaws. The Association shall represent equally all licensed non-administrative employees without regard as to membership or non-membership in any organization recognizing membership in the Association is voluntary. *(Revised 2018)*
- 3-4 The Association shall be furnished, on reasonable request, all prepared information concerning the financial condition of the District including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other available and pertinent information. To facilitate this involvement in the budget process, the Association will appoint/select two licensed non-administrative employees to serve as liaisons between the Association and the District. *(Revised 2005-2006, Revised 2018)*
- 3-5 The Association recognizes that the Board has the duty, responsibility, and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the laws of the State of Colorado.
- 3-6 To the extent possible, licensed non-administrative employees shall be involved in major curriculum changes. *(Revised 2018)*
- 3-7 The Board and the Association recognize that the Board has certain powers, discretions, and duties under the Constitution and laws of the State of Colorado as to which final action may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provisions of this Agreement or any application of this Agreement to any licensed non-administrative employee covered hereby shall be contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect. *(Revised 2018)*
- 3-8 In the event of any direct conflict between the express provisions of this Agreement and any Board or Association policy or procedure, or between the express provisions of this Agreement and an individual licensed non-administrative employee contract, the provisions of this Agreement shall control. *(Revised 2018)*
- 3-9 No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 3-10 The Association shall have the privilege of using school facilities without cost where no additional costs are incurred by the District. If additional costs are incurred by the District, such cost will be borne by the Association. The principal of a building where an Association meeting is scheduled will be consulted in advance of the time and place for the meeting. The Association may request building use where no conflict exists with the normal conduct of school activities, and no other group has scheduled a meeting. Where the Association meeting includes more licensed

non-administrative employees than from a single building, the agreement for use of a school building shall be made at least 48 hours in advance through the business office of the District. All requests for building use shall be made a reasonable time before the date of such meeting. If the need for the meeting could not have been reasonably foreseen 48 hours prior to its requested scheduled time, the business office shall not unreasonably withhold permission for use. (*Revised 2018*)

- 3-11 The Association shall have the privilege of placing notices, circulars, and other materials relevant to the Association's business on faculty lounge bulletin boards and in licensed non-administrative employees' mailboxes (including sending such items by email). The Association shall provide copies of all such materials to the building principal, or the building principal's designee, prior to posting or distribution. Notwithstanding the above, materials of a political nature which endorse or oppose a political candidate for public office may not be distributed in such ways. The Association shall also have use of the District's regularly scheduled pick-up and delivery service. (*Revised 2015-2016, Revised 2018*)
- 3-12 The parties recognize that licensed non-administrative employees and administrators are professional and that working conduct should remain on a professional level. (*Revised 2018*)
- 3-13 Subject to the provisions of Colorado law, no licensed non-administrative employee will be disciplined without just cause. (*Revised 2018*)
- 3-14 The District and the Association recognize that, because of increasing student enrollment in the District and the uncertainty of the outcome of any future bond election, the possibility exists that the District's Board may act to establish some form of year-round schools, split sessions, and/or a four day school week. If the Board takes such action, various groups of persons, including licensed non-administrative employees employed by the District, may be affected thereby. Therefore, in the event that the Board is considering the establishment of some form of year-round schools, split sessions, and/or a four day school week, the Board agrees that it will solicit, through the Association, the input of licensed non-administrative employees employed by the District concerning the impact on licensed non-administrative employees of such action prior to the Board's taking such action. (*Revised 2018*)
- 3-15 The District will ensure that one set of all current District policies is maintained on the District's website. (*Revised 2005-2006*)
- 3-16 On at least a quarterly basis an Association building representative will meet with the building principal regarding contractual issues and building concerns. (*New 2005-2006*)
- 3-17 The Association will annually appoint two (2) representatives to serve on the District's Insurance renewal committee for the purpose of collaborating with administration on renewal decisions from a licensed non-administrative employee standpoint. (*Moved from MOU 2005-2006; Revised 2015-2016, Revised 2018*)

ARTICLE 4 - Issue Resolution Procedures

- 4-1 The parties will meet annually to identify issues of concern.
- 4-2 By January 1 of each year, two representatives of the Board and two representatives of the Association will develop issue resolution procedures to be recommended to the Board and the Association. In formulating procedures, these representatives will define a process which recognizes and incorporates the needs of both parties in the spirit of the collaborative process used since 1990. If an agreement regarding procedures cannot be reached by January 1, procedures as described in Appendix D, "Traditional Negotiating Procedures," will be used. *(Revised 1999-2000)*
- 4-3 Discussion of issues shall begin between March 1 and March 15 of each year and shall be completed not later than the second Friday of May of that year unless mutually extended by the parties. *(Revised 2018)*
 - 4-3-1 In even numbered years, the full Consensus Circle will meet to resolve issues of general concern which potentially result in changes to contract language as well as salary and benefit issues. To be considered, non-contract issues should come through the Issues Resolution process. Upon mutual agreement 4+4 will be used prior to the convening of the full Consensus Circle. Its purpose shall be to screen potential issues for bargaining. The 4+4 group will be made up of two (2) administrators, two (2) board members and four (4) licensed non-administrative employees. *(Revised 2018)*
 - 4-3-2 In odd numbered years, a small Consensus Circle group will meet to resolve salary and benefit issues. Carry-over issues will be included. The small Circle will be a 4+4 group, made up of two (2) administrators, two (2) board members and four (4) licensed non-administrative employees. *(New 1999-2000, Revised 2018)*
 - 4-3-3 When the 4+4 group identifies an issue that affects a limited number of people, the 4+4 group will appoint a representative group to prepare a recommendation to be brought to the bargaining teams. *(New June 9, 2008)*
- 4-4 Any information given to the news media or public concerning the issues under consideration will be approved by the issues resolution group.
- 4-5 Issue resolutions will be jointly presented to the school community.
- 4-6 Ratification will take place when the issues resolutions have been approved by a majority of the Association and the Board.
- 4-7 Each licensed non-administrative employee shall have access to an updated copy of this Agreement posted on the district website within 30 days of ratification of changes by both the board of education and association membership. *(Revised 2015-2016, Revised 2018)*
- 4-8 Interim Issue resolution process *(New 1995-96)*
 - 4-8-1 The parties agree that problems should be attempted to be resolved as quickly and informally as possible; however, at times issues will arise which remain unresolved. The parties agree to schedule meetings throughout the year for the purpose of addressing any unresolved issues. The Association's President or his/her designee, the District Superintendent or his/her designee and the School Board President or his/her designee will make up the Committee.
 - 4-8-2 A minimum of two meetings will be scheduled by the Superintendent and the Association President at the beginning of the school year.
 - 4-8-3 This committee will meet for the purpose of resolving issues which have been unresolved through other district processes.

- 4-8-4 The District and the Association will provide forms for submitting issues to be addressed through this process (Appendixes H and I). The information requested on this form shall be:

The name of the individual submitting the issue, work site,
date of submission, a statement of the nature of the concern,
a statement of previous steps taken in an attempt to resolve
the concern, and the desired outcome.

The form will be submitted to the building Association Representative. The Association Representative will attach a statement of his/her actions in attempting to resolve the concern and submit the form to the Association President.

- 4-8-5 The parties agree to provide jointly organized training to the Association Building representatives in the use of this process. The training will be scheduled by the Association President and the District Superintendent.

ARTICLE 5 - Teaching Hours, Teaching Loads and Teaching Schedules

- 5-1 The school calendar will be planned such that winter vacation will be at least 14 calendar days in length with spring break scheduled to coincide with the majority of schools that are affiliated with Canon City High School's athletic conference. *(Revised 2018)*
- 5-1-1 The teacher contract school year will not exceed one-hundred sixty-six (166) days to include all pupil attendance days, professional development days, parent conference days, and pre and post-school workdays except as noted in Article 5-1-2. Other licensed non-administrative employees shall work the number of days established in their respective salary schedule. *(See Appendices Revised 2005-2006, Revised 2018, Revised 2020)*
- 5-1-2 Licensed non-administrative employees new to the District will attend an additional four (4) days of orientation for which they will receive a per diem stipend. *(Revised and Renumbered 2001-2002, Revised 2018, Revised 2020)*
- 5-1-3 It is recognized that teachers who instruct students in grades K-5 will be given the opportunity to complete student report cards on a trimester, as opposed to a quarterly basis, so long as this is done building-wide. It is also understood that the decision to switch to a trimester grading system was made at the district level, but a decision to stay on a quarterly system can be made at the building level through a site-based decision-making process in consultation with the district.
- As a result, it is recognized that additional calendar challenges will arise between grade K-5 and grade 6-12 programs. Thus, the annual Calendar Committee is directed to make every effort necessary to end trimesters at a time which teachers on such a schedule have more than just a two-day weekend to complete and submit their grades, and at which time those grades will not be required to be submitted until the beginning of the first work day after such an extended break.
(Revised 2013-2014; Revised 2015-2016, Revised 2018, Revised 2020)
- 5-2 All teachers may be assigned teaching and planning duties for a maximum of 37 1/2 hours per five (5) day week excluding duty-free lunch time of 30 minutes in length, and a maximum of 30.5 hours per four (4) day week excluding a duty free lunch time of 30 minutes in length, to use at their discretion. The specific hours a teacher works per day shall be determined by each individual school schedule. Other licensed non-administrative employees shall work the number of hours required in their contract. *(Revised 2018)*
- 5-2-1 In an extended block (Zero Hour) at Canon City High School, no teacher shall have both a first instructional block assignment and a last instructional block assignment except by mutual agreement. *(New 2001-2002; Revised 2015-2016, Revised 2018)*
- 5-2-2 Elementary teachers shall be present a total of 30 minutes before/after the scheduled pupil/teacher contact time of 7 hours 15 minutes, which includes a duty-free lunch. The 30 minutes is to be used for planning, to be available to parents, to aid pupils, to perform assigned duties, and to collaborate on other school activities/meetings. Teachers shall be present a minimum of 5 minutes on either end of the scheduled pupil/teacher contact time. The principal, in consultation with teacher(s), may allocate the 30 minutes in order to provide flexibility in meeting the needs of the building's students, staff, and schedules. In light of the hybrid calendar adoption, building leaders are expected, except in cases of emergency, to hold all staff meetings on early release Fridays as opposed to at times before or after regular school days, so as not to infringe upon teacher before/after school work time. *(New 2003-2004, Revised 2018, Revised 2020)*
- 5-2-3 Secondary teachers shall be present a total of 30 minutes before/after the scheduled instructional day of no less than 7 hours 30 minutes, which includes a duty-free lunch. The 30 minutes is to be used for planning, to be available to parents, to aid pupils, to perform assigned duties, to collaborate with other staff, and other school activities/meetings. Teachers shall be present a minimum of 5 minutes on either end of the scheduled pupil/teacher contact time. The principal, in consultation with teacher(s), may allocate the 30 minutes in order to provide flexibility in meeting the needs of the

building's students, staff, and schedules. In light of the hybrid calendar adoption, building leaders are expected, except in cases of emergency, to hold all staff meetings on early release Fridays as opposed to at times before or after regular school days, so as not to infringe upon teacher before/after school work time. *(New 2003-2004, Revised 2018, Revised 2020)*

- 5-3 Teachers shall have a duty-free lunch period of no less than thirty (30) minutes. However, a teacher wishing to work with students during their duty-free lunch may do so if they choose. Passing and inter-school travel time shall not be included as part of the thirty minute lunch period. *(Revised 2018)*
- 5-4 Planning Time
- 5-4-1 Teachers shall have a minimum of forty-five (45) consecutive minutes of individual planning time each regular school day within the bell to bell instructional day, each regular school day, and 30 consecutive minutes on each early release day, except in unforeseen circumstances. *(Revised June 9, 2008, Revised 2018, Revised 2020)*
- At the elementary level, 30 consecutive minutes of this planning time within the instructional day can be used for Professional Learning Community (PLC) activities every other week. The schedule for this PLC time must be mutually agreed upon by participants. *(New 2018)*
- At the secondary level, 45 consecutive minutes of this planning time within the instructional day can be used for Professional Learning Community (PLC) activities every other week. The schedule for this PLC time must be mutually agreed upon by participants. *(New 2018)*
- Any school at any level establishing multiple planning opportunities for staff that go above and beyond these requirements is welcome to hold PLC sessions more often than every other week so long as the PLC schedule is mutually agreed upon by participants and daily individual planning requirements are met. *(New 2018)*
- 5-4-2 In addition, at the elementary level a minimum of an additional 60 minutes per week of individual planning time will be available to teachers within the instructional day. Each building's staff will have the authority to schedule the additional 60 minutes as it best meets their needs. *(Revised 2003-2004; Revised June 9, 2008, Revised 2018)*
- 5-4-3 Any teacher who is assigned to teach without a preparation period as part of a regular schedule shall be compensated a per diem salary proportionate to that teacher's individual preparation period. *(New 1997-98; Revised June 9, 2008)*
- 5-4-4 Any teacher who forfeits the minimum individual planning time to cover a class shall be compensated a per diem salary proportionate to that teacher's forfeited planning time. A teacher may voluntarily waive such compensation. *(Revised 1997-98; Revised June 9, 2008)*
- 5-4-5 The principal will make every effort to equitably distribute coverage assignments among staff. *(New June 9, 2008)*
- 5-4-6 Except for unforeseen circumstances, the principal will notify the teacher one day in advance that the teacher will miss individual planning time. *(Revised June 9, 2008)*
- 5-5 Any teacher who takes all or a portion of another teacher's class for the full day due to a sub shortage shall be compensated the daily rate the district pays for a substitute teacher. If two or more teachers split the class requiring coverage the daily sub rate shall be shared equally. A teacher may voluntarily waive such compensation. *(New 2015-2016)*
- 5-6 Job descriptions, as determined by the principal, will be provided to all department chairpersons. Appropriate release time, as determined by the principal following consultation with the affected teacher, will be provided to all department chairpersons. Job descriptions for other licensed non-

administrative employees will be provided to the employee by their direct supervisor. *(Renumbered 2015-2016, Revised 2018)*

- 5-7 Licensed non-administrative employees shall be notified of their assignments for the coming school year, including the school and the grades and/or subjects they will teach, by the end of the school year. If changes in grade assignment in the elementary schools or in subject assignment in the secondary schools are necessitated due to extenuating circumstances, affected licensed non-administrative employees shall be consulted as soon as practical when such change in assignment is known. *(Renumbered 2015-2016, Revised 2018)*
- 5-8 Whenever practical, the number of preparations of secondary teachers shall be limited to three during any quarter. For example, Algebra I and Algebra II are considered two preparations; and three classes of English I are considered one preparation. *(Renumbered 2015-2016)*
- 5-9 The parties recognize that maximum attention to students by the teacher is desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day and assignment of students to classes should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. *(Renumbered 2015-2016)*
- 5-10 The Board, the administration, and the Association recognize the importance of maintaining as much teacher/student contact time for instruction as possible. At the same time, the need and importance of continued staff development is also recognized. Therefore, all parties jointly reiterate their support for carefully balancing the program of staff development and the impact it has on instructional time. *(Renumbered 2015-2016)*
- 5-11 It is recognized by the District and the Association that professional development, or the process of improving and increasing the job capabilities of staff members through access to education and training opportunities provided in the workplace, through outside organizations, or by engaging with others who model or perform similar job tasks, is key to developing a school system that effectively meets the instructional needs of its students.

It is agreed that any time such professional development training is required to take place outside of the regular contract day and year, teachers will be fairly compensated for their time as per our negotiated agreement.

It is also recognized that, on occasion, such professional development offerings may need to be guided by the school district in order to support effective implementation of system-wide improvements (such as the implementation of new district-wide curriculum programs or effective use of newly purchased instructional resources).

However, it is also recognized that time for school level, collaboratively selected professional development opportunities that include participation in decision making by building-level leadership teams, must be reserved in each school building.

In balancing these beliefs listed above, it is agreed that a District-Wide Professional Development Committee, consisting of 4 teacher association representatives appointed by the teacher association, and 2 district level representatives appointed by the superintendent of schools, will meet each spring prior to the creation of the annual school calendar in order to develop a plan for the allocation of district-wide and school-level professional development time to be utilized in preparation for, and during the following school year.

Upon completion of this plan, it will be communicated to the calendar committee, which will then allocate days in the calendar to address all stated professional development needs, indicating which are district and which are building level.

Additionally, on an annual basis, the District-Wide Professional Development Committee will, by the last day of the contract year, and again before the first day of the next contract year, send out a clear communication to all staff members delineating upcoming professional development plans that are new, as well as all ongoing district-wide professional development opportunities that will remain in existence for the coming school year. *(new 2020, incorporated from MOU on Collaborative Planning of Staff Development)*

ARTICLE 6- Extended Work Day Duties

- 6-1 All extra-curricular activities which occur outside the normal scheduled licensed non-administrative employee work day, excluding those covered by supplemental contracts, such as time keeping, ticket taking, scoring, dances, plays, etc. will be reimbursable to the licensed non-administrative employee per Appendix C. Licensed non-administrative employees at that building will have first option at these paid duties. *(Revised 2003-2004, Revised 2018)*
- 6-2 All extra-curricular duties shall be assigned as equitably as possible. *(Revised 2018)*
- 6-3 Licensed non-administrative employees may make written requests to their principal for the assistance of a paraprofessional. Such requests shall include the reasons for the request. The principal will respond to the request within ten (10) days. The principal's written response shall include the reasons for the principal's action on the request. *(Revised 2018)*
- 6-4 Provided high school graduation falls within the contract year, all high school licensed non-administrative employees will attend graduation for the purpose of supporting students and being recognized by the community. Licensed non-administrative employees will either volunteer to work in a supporting role (escort supervisor, gate and program coordinator, student supervision, etc.) or sit among the students in full college regalia (to be provided by the district). Absences from this event will be coordinated as if it were a critical day. Attending staff will be provided two hours of compensated time, which may be used prior to the event and must be coordinated through the building principal. *(New 2018)*

ARTICLE 7 - Grievance Procedure

- 7-1 A grievance is a complaint by one or more licensed non-administrative employees that there has been a violation, misapplication or misrepresentation of the terms of the Agreement, or of any Board policy relating to wages, hours or conditions of employment. *(Revised 2018)*
- 7-2 The Association may initiate a grievance at Level Two in cases involving the misrepresentation and/or misapplication of Association rights granted by this Agreement, or by Board policy.
- 7-3 Timelines
 - 7-3-1 No grievance shall be recognized by the Board or Association unless it shall have been initiated within 15 days after the grievant knew of the act or condition on which the grievance is based; and if not so presented, the grievance shall be considered as waived.
 - 7-3-2 Failure of the District to respond within the specified period shall automatically progress the grievance to the next level.
 - 7-3-3 Failure of the grievant to appeal within the specified period shall constitute acceptance of the previous determination.
- 7-4 Level One
 - 7-4-1 A grievance so identified will be discussed with the grievant's principal or immediate supervisor with the objective of resolving the matter informally. The grievant may be accompanied by a member of the Association. Within three days after such discussion, the administration shall render an oral decision to the grievant.
 - 7-4-2 Within five days of the oral discussion, if the grievance is not resolved, it shall be stated in writing on the approved form, signed by the grievant and filed with the administrator. A Level One hearing shall be held within five days thereafter if requested by the grievant.
 - 7-4-3 Within five days after receiving the written grievance, the administrator shall communicate a written decision to the grievant; or, if the hearing is held, the decision shall be communicated within five days after the hearing.
- 7-5 Conflict Resolution: Intermediate Step *(new 1998-99)*
 - 7-5-1 At any step beyond a Level I grievance filing, at the request of the grievant or the immediate supervisor, an attempt at facilitated resolution may take place. Any schedule of contacts and resulting meetings must be mutually agreed upon by both parties, and should go forward in as timely a manner as possible.
 - 7-5-2 A neutral facilitator, agreed upon by both parties, will be called in to utilize conflict resolution methods to reach a solution acceptable to both parties. Such solution will be noted on the appropriate grievance form; the grievance would be closed.
 - 7-5-3 If such mutual solution cannot be reached, the grievance will proceed to the next level without prejudice.
- 7-6 Level Two
 - 7-6-1 If the grievant is not satisfied with the principal's or supervisor's answer, he or she may file the grievance in writing to the Superintendent within five days with a copy to the Association. The Superintendent, or the Superintendent's designee, will meet with the grievant and, if the grievant requests, with an Association representative within five days of receipt of the written grievance. The Superintendent, or the designee, shall provide an answer within ten days of such meeting. *(Revised 2018)*

7-7 Level Three

- 7-7-1 If the grievant is not satisfied with the Superintendent's answer he or she may, within five days of receipt of that answer, advise the Association of the desire to appeal to arbitration.
- 7-7-2 Within ten days of its receipt of the request, the Association may, if it deems advisable, inform the Board of its intent to proceed to arbitration.
- 7-7-3 The arbitrator will be selected in the same manner as provided in Article D-13-3 for the selection of a mediator.
- 7-7-4 The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the close of hearings, the submission of post-hearing briefs, if any, the submission of the transcript of the hearing, if any, or, in the event oral hearings have been waived, then from the date the final statements and evidence are submitted.
- 7-7-5 All hearings held by the arbitrator shall be closed. Prior to and during the arbitration, no news releases shall be made concerning the substance of the arbitration.
- 7-7-6 The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations concerning the grievance. The arbitrator's recommendations shall be consistent with law and within the terms of this Agreement. The report shall be advisory only and binding neither on the Board or the Association.
- 7-7-7 The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of the specific articles of this Agreement. The arbitrator shall have no authority to add to, detract from, or otherwise modify the terms of this Agreement.
- 7-7-8 If, at any time, either party disputes the arbitrability of any grievance under the terms of this Agreement, such dispute may be submitted to arbitration in accordance with the procedures established by this Article.
- 7-7-9 Within five days after receipt of the report of the arbitrator, representatives of the parties will meet upon the request of either party to discuss the report. No more than five persons representing each party shall attend these meetings. No public news releases may be made concerning the report until after such meeting.
- 7-7-10 The costs of arbitration and the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the parties.
- 7-7-11 The Board shall act on the report of the arbitrator not later than thirty days after the meeting referred to in Article 7-6-9 above; or, if no such meeting is requested, then not later than 30 calendar days after receipt of the report of the arbitrator.
- 7-7-12 Either party may request that a certified court reporter take and/or transcribe a stenographic record of the evidence taken at the hearing. If such a record is transcribed, a copy of the transcript shall be provided to the arbitrator. The party requesting a transcript shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of preparing such transcript.

7-8 Miscellaneous

- 7-8-1 Neither party shall take any reprisal affecting any licensed non-administrative employee, any Association representative or any other participant in the grievance procedure by reason of such participation or lack of participation. *(Revised 2018)*

- 7-8-2 Any licensed non-administrative employee may be represented at any level of the grievance procedure by a person, or persons, of the licensed non-administrative employee's own choosing, except that the teacher may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at any level of the grievance procedure. *(Revised 2018)*
- 7-8-3 All grievances shall be initiated at Level One except that the following grievances may be initiated at Level Two: when the alleged grievance has occurred in two or more buildings or when the alleged grievance results from the act or omission of a District-wide administrator.
- 7-8-4 Decisions rendered at Level Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the grievant and to the Association.
- 7-8-5 All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- 7-8-6 To facilitate operation of the grievance procedure, necessary forms for filing, for serving notice, for making appeals, and for other necessary actions will be jointly prepared and distributed by the Superintendent, or the Superintendent's designee, and the Association.
- 7-8-7 The Board agrees to make available to the grievant and to his or her designated representative all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- 7-8-8 When it is necessary at Level Two or Level Three for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent, or the Superintendent's designee, during the school day, the Superintendent's office shall notify the principal of the names of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- 7-8-9 The grievant shall, on the appropriate form, briefly state the facts giving rise to the grievance; refer to the articles and sub-articles of this Agreement or Board Policy alleged to have been violated; and, specify the relief sought. All articles and sub-articles of this Agreement or Board policy alleged to have been violated and all evidence in support of such alleged violations shall be introduced at or before Level Two of this grievance procedure.

ARTICLE 8 – Evaluation and Personnel Files

- 8-1 The purposes of teacher evaluation shall be to serve as a basis for the improvement of instruction, enhance the implementation of curriculum, serve as a measurement of professional growth and development of licensed personnel, evaluate the level of performance of licensed personnel, and serve as documentation for an ineffective performance dismissal proceeding. *(Revised 2012-2013; Revised 2015-2016)*
- 8-2 Evaluation shall be a continuous process involving the teacher, principal and central office administrative personnel. Major emphasis shall be placed upon teacher self-evaluation and evaluation by building principals. Evaluations shall be based upon teacher-principal conferences, visitations by the principal, and indicators of effectiveness as established in Colorado's educator effectiveness evaluation system. The district evaluation procedures are in the Licensed Personnel Performance Evaluation System notebook. *(Revised 2012-2013; Revised 2015-2016)*
- 8-3 The following guide shall be considered as a minimum for the frequency of visitations and teacher-principal conferences.
- 8-3-1 Probationary Teachers: The evaluator will conduct and provide feedback on a minimum of 6 walkthrough observations of approximately 10 minutes in length each, with a minimum of 4 taking place prior to the conduct of a formal mid-year evaluation meeting as directed in the Licensed Personnel Performance Evaluation System notebook, and the remainder taking place prior to a final evaluation meeting. *(Revised 2012-2013; Revised 2015-2016)*
- 8-3-2 Non-probationary Teachers: The evaluator will conduct and provide feedback on a minimum of 3 walkthrough observations of approximately 10 minutes in length each, with a minimum of 2 taking place prior to the conduct of a formal mid-year evaluation meeting as directed in the Licensed Personnel Performance Evaluation System notebook, and the remainder taking place prior to a final evaluation meeting. *(Revised 2012-2013; Revised 2015-2016)*
- 8-3-3 Additional observations may be conducted by central office administrative personnel or the building principal. *(Renumbered 2012-2013; Revised 2015-2016)*
- 8-4 Probationary teachers shall receive a mid-year written evaluation report prior to February 1st and a final written evaluation report prior to May 15th on an annual basis. Prior to February 1st all Probationary Teachers shall be given written notice, within their mid-year teacher evaluation, as to the likelihood their contract will be renewed for the following year. Prior to May 1st all Probationary Teachers shall be given formal written notification, as prescribed in article 8-4-1, as to the likelihood their contract will be renewed for the following year. A final recommendation for contract renewal, or non-renewal, shall be made by the building principal by the end of the work day on or before May 15th. Non-Probationary teachers shall receive a mid-year written evaluation report prior to February 15th and a final written evaluation report prior to May 15th on an annual basis. All written evaluation reports shall be specific as to the strengths and weaknesses in the performance of the individual being evaluated, be specific as to what improvements, if any, are needed in the performance of the licensed personnel, and set forth recommendations for improvement. All evaluation reports shall be electronically signed by the teacher and evaluator. In doing so the teacher acknowledges that he or she has had the opportunity to review the evaluation report, with the express understanding that doing so in no way indicates agreement with the contents of the evaluation report. Teachers will also have the right to submit a written response to the evaluation report. Such response shall be reviewed by the Superintendent and attached to the permanent file copy. *(Revised 2012-2013; Revised 2015-16)*
- 8-4-1 Sample May 1st Probationary Employment Status Notification *(New 2015-2016)*

Dear Probationary Teacher

According to our Master Agreement Article 8-4, all Probationary Teachers will have a meeting with their direct evaluator prior to May 1st of each year for the purpose of receiving preliminary feedback regarding their future employment standing within the district. At this meeting the evaluator will, in writing, indicate

whether they intend to recommend the employee for renewal, non-renewal, or if they are unsure of a recommendation at this time.

This preliminary recommendation will not be legally binding, but is for the purpose of allowing the employee to better understand their current employment status within the district.

As per the agreement I am notifying you that, as of now, my recommendation would be as follows:

_____ I intend to recommend your contract to be renewed.

_____ I intend to recommend you for non-renewal.

_____ I am still unsure about what my recommendation will be.

Signed _____ Date: _____

8-5 As per current Colorado law, 50% of each teacher evaluation shall consist of both collective and individual Measures of Student Learning (MSLs) that can be attributed to the teacher being evaluated. For this purpose, the District Evaluation Council has created an evaluation calculator to be used by teachers to propose which MSLs will be used and to what extent. *(Revised 2015-2016)*

8-5-1 As established by the Evaluation Council, an attributable collective measure must consist of a minimum 12.5%, but not more than a maximum of 16.7% of a teacher's entire evaluation. No single attributable individual measure can consist of less than 12.5% of a teacher's entire evaluation. *(New 2015-2016)*

8-5-2 All teachers will be trained by the school district on an annual basis in how to utilize the evaluation calculator. *(New 2015-2016)*

8-5-3 All teachers will submit a personalized sample evaluation calculator outlining the MSLs they propose to incorporate into their evaluation to their principal for approval by October 15th of each contract year. This timeline can be extended with the expressed written approval of the teacher and principal. *(New 2015-2016)*

8-5-4 The District will create a list of MSL examples teachers might choose to incorporate into their evaluation, and the District will promote opportunities for teachers to develop common grade level, subject area assessments that might be used as individually attributable MSLs. *(New 2015-2016)*

8-5-6 Principals shall once again review a teacher's declared MSLs each year during their mid-year evaluation process to make sure they are still appropriate for use. Such MSL goals may be adjusted at this time with the expressed written approval of the teacher and principal. *(New 2015-2016)*

8-5-7 Final evaluation reports shall be completed through the Colorado Department of Education on-line evaluation system and through the completion of an evaluation calculator for each teacher evaluated. After finalization of the evaluation process a pdf copy of the on-line evaluation, and a pdf copy of the evaluation calculator tied to it, shall be sent to the teacher, and hard copies shall be placed in the teacher's personnel file at the District Administration office. It is understood the teacher, the district, and the principal will be able to access finalized evaluation reports within the Colorado Department of Education's on-line evaluation system for years to come. *(New 2015-2016)*

8-6 While the use of electronic devices such as computers, networks, smart phones, etc. are likely to be used in the evaluation process, the use of audio/video recording devices for the purpose of capturing teacher performance must have the consent of the person involved. Any practice of eavesdropping, via public address or audio systems, and similar surveillance devices is strictly prohibited. *(Revised 2012-2013)*

- 8-7 On request, a teacher will be given access to any class visit or evaluation report prepared by their evaluator and be entitled to a conference to discuss such report. If the teacher desires, such conference shall be conducted in the presence of a representative of the Association. *(Revised 2012-2013)*
- 8-8 Other licensed non-administrative employee evaluation processes shall be conducted as defined in school district policies. *(New 2018)*
- 8-9 Personnel Files *(Renumbered 2018)*
- 8-9-1 Upon request, a licensed non-administrative employee shall have the right to review the contents of his or personnel file(s) except for confidential references given prior to time of employment, and to make copies of any documents contained therein at the licensed non-administrative employee's expense. *(Revised and Renumbered 2018)*
- 8-9-2 No material derogatory to a licensed non-administrative employee's conduct, service, character, or personality will be placed in the licensed non-administrative employee's personnel file(s) unless the licensed non-administrative employee has had an opportunity to review such materials. Anonymous materials shall not be placed in such files. The licensed non-administrative employee will acknowledge that he or she has had the opportunity to review such material by affixing his or signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The licensed non-administrative employee will also have the right to submit a written answer to such material on the condition that such answer is submitted within 15 days after the date on which the licensed non-administrative employee was given opportunity to submit the licensed non-administrative employee's answer. The answer shall be reviewed by the Superintendent, or the principal in the case of building-level files, and attached to the file copy. *(Revised and Renumbered 2018)*
- 8-9-3 The licensed non-administrative employee may request a copy of all material placed in the licensed non-administrative employee's personnel file(s) whether it be a formal evaluation or informal comments. Such materials shall be signed by both licensed non-administrative employee and supervisor before placement in the file(s). *(Revised and Renumbered 2018)*
- 8-10 A licensed non-administrative employee, at his or her option, may have an Association representative present at any conference that involves a reprimand of the licensed non-administrative employee by, or a disagreement with, any member of the District administration. When the licensed non-administrative employee desires that an Association representative be present at such conferences, the licensed non-administrative employee will arrange for the representative's presence within two (2) days. In case of a serious parental complaint about the licensed non-administrative employee, every effort will be made to resolve the complaint with the involvement of the licensed non-administrative employee, parent, and principal, when possible. *(Revised and Renumbered 2018)*
- 8-11 Appeals Process for teachers *(New 2015-2016, Revised and Renumbered 2018)*
- 8-11-1 The non-probationary teacher shall file a written appeal with the superintendent of schools within fifteen (15) calendar days of the teacher's receipt of the superintendent's written notice informing the teacher of his or her 2nd consecutive performance rating of ineffective or partially effective. This appeal must be submitted to the superintendent of schools in the format recommended in Article 8-11-7. *(Renumbered 2018)*
- 8-11-2 A non-probationary teacher's grounds for appealing a 2nd consecutive rating of ineffective or partially effective shall be limited to the following: The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating, or the data relied upon was inaccurately attributed to the teacher. *(Renumbered 2018)*
- 8-11-3 The non-probationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate. *(Renumbered 2018)*

8-11-4 An appeals committee consisting of the superintendent of schools (or designee), an administrator who did not evaluate the teacher submitting the appeal, and two teachers not employed in the school from which the employee has submitted the appeal (with at least one to be a member of the association) shall review the non-probationary teacher's written appeal and provide the teacher with a written decision regarding the appeal within thirty (30) calendar days of the superintendent's receipt of such appeal. *(Renumbered 2018)*

8-11-5 In order to overturn a rating of ineffective or partially effective, a majority of the committee must find that the rating was inaccurate. *(Renumbered 2018)*

8-11-6 Should the committee not come to a majority decision, the superintendent shall be the final decision making authority in determining the teacher's final performance evaluation rating. *(Renumbered 2018)*

8-11-7 Recommended format for submission of an appeal: *(Renumbered 2018)*

Name: Date: Location: Assignment:

Indicate whether this is an appeal of a first or second evaluation rating lower than effective.

Please explain in detail the reasons you believe the evaluator did not follow evaluation procedures that adhere to the requirements of the applicable law and that failure had an impact on the teacher's Performance Evaluation Rating. State all facts supporting your claim:

Please explain in detail the reasons you believe the data relied upon was inaccurately attributed to you (Please attach additional pages if necessary). State all facts supporting your claim:

Please provide detailed information that demonstrates why you believe a rating of effectiveness was appropriate. State all facts supporting your claim:

Note: Any documents and or proceedings related to this appeals process shall remain confidential.

8-12 Other licensed non-administrative employees evaluation appeals processes shall be conducted as defined in school district policies. *(New 2018)*

ARTICLE 9 – Leaves

9-1 Personal Leave (*Revised and Renumbered 2013-2014*)

- 9-1-1 During the first year of employment with the Cañon City School District, licensed non-administrative employees shall receive three (3) days of Personal Leave at the beginning of each school quarter. In the event of an extenuating circumstance, the remaining leave days allocated for the school year may be released as needed at the discretion of the Director of Human Resources. (*New 2018*)

All other licensed non-administrative employees shall be allowed 11 days of personal leave per year. At the end of the year, any remaining personal leave days will convert to accumulated sick leave days and be allowed to accumulate without limit. (*Revised 2018, Revised 2020*)

- 9-1-2 Personal leave days may be used for illness or personal reasons.

- 9-1-3 A licensed non-administrative employee intending to take personal leave, (except in cases of illness or emergency,) shall give written notification to his/her supervisor as soon as possible, but at least 24 hours prior to the day on which such leave is to be used. In the event of illness or emergency, notification will be made as soon as possible. (*Revised 2018*)

- 9-1-4 (Except in cases of illness or emergency,) the supervisor has the discretion to grant or deny a personal leave request, based upon substitute availability and individual school activities. (*Revised 2018*)

- 9-1-5 Personal leave shall not be used for collective or concerted activities by licensed non-administrative employees. (*Revised 2018*)

- 9-1-6 After the eleven personal leave days have been exhausted, accumulated sick leave may be used for the licensed non-administrative employee's illness. Accumulated sick leave may also be used for the illness of a member of the licensed non-administrative employee's family, a resident of the licensed non-administrative employee's household, or that resident's family. Family is defined as spouse, child, parent, sibling, grandparent, grandchild, in-law in same degree of relationship and dependent. (*Revised 2018*)

9-1-6-1 Licensed non-administrative employees may donate a specific amount of accumulated leave to other licensed non-administrative employees who have exhausted all of their leave days for the purpose of hardship leave if done in the following manner:

- The donating employee retains a minimum of 20 leave days for their personal use.
- The recipient has not solicited such donations at large.
- The donor does not receive any compensation for their donation.
- The employee's need has been communicated to the Human Resources Office.
- Donations are made directly through the payroll department by handwritten or electronic notice.
- Tracking of donations is managed by payroll personnel.

It is understood the Association will continue to manage the Catastrophic Sick Leave Bank system as outlined in Article 17 and that direct leave donations will be limited only to the actual number of days used by the receiving employee. (*New 2018*)

- 9-1-7 In the case of a long term illness (personal illness, surgery or family emergency) that requires the employee to use the entire eleven days of personal leave, licensed non-administrative employees may request use of accumulated sick leave days as personal days for extenuating circumstances (see 9-1-9 for definition of extenuating circumstances). These requests must be approved by the Director of Human Resources or Superintendent. (*New 2013-2014, Revised 2018*)

- 9-1-8 Use of accumulated sick leave not covered by the above may or may not be approved through a progression of appeal (Progression of appeal equals Principal, then Director of Human Resources, then Superintendent). *(Revised 2013-2014)*

Except under extenuating circumstances (*and illness*), personal leave shall not be used during the following "Critical Days":

- during the first five or last five Student Contact days of the school year
- to extend a school vacation break of two or more days
- during the state standardized testing; "Critical days" only apply in individual buildings during their scheduled testing times. Harrison K-8 should be considered as two separate schools—elementary/middle—for testing.
- during parent-teacher conferences or SELF Expo
- during collaboration time or staff development time, including early release professional development
- for more than two consecutive school days

(Revised 2020)

- 9-1-9 An extenuating circumstance is defined as a situation that cannot be taken care of at any other time. This may include but is not limited to family weddings, graduations, births, children's school events, graduations, and medical procedures. Extenuating circumstance approval (other than illness) must flow through the Principal or direct supervisor to the Director of Human Resources for approval. Any request denied by the Director of Human Resources may be appealed to the Superintendent. *(Revised 2013-2014, Revised 2018)*

- 9-1-10 The use of personal leave deemed by the administration to be outside the parameters of this agreement will be subject to either an exchange of two leave days for the one taken, or a salary reduction equal to the licensed non-administrative employee's per diem rate if they have one or fewer personal leave days left. *(Revised 2018, Revised 2020)*

- 9-1-11 The district will provide a monthly account of remaining personal leave days and accumulated sick leave days to each licensed non-administrative employee to be included with his or her paystub. *(Revised 2018)*

- 9-1-12 Effective December 15 of each year licensed non-administrative employees may choose to be reimbursed for accrued sick leave in excess of 50 days. The reimbursement rate will be 20% of that licensed non-administrative employee's daily salary for each full day up to a maximum of 10 days. Licensed non-administrative employees who have accumulated 140 or more sick leave days may be reimbursed at said rate for up to 20 days. At no time shall the number of sick leave days reimbursed cause the total accrued sick leave days to fall below 50 in number. Payment will be made in the December paycheck and will not be subject to PERA. *(Revised 2018)*

- 9-1-13 An employee who is eligible for retirement in accordance with the Public Employees Retirement Association shall be reimbursed for 25% of daily salary at the final rate for each day of unused sick leave up to 140 days. If an employee dies before retirement, the employee's estate will receive 25% of the employee's daily salary at the last rate of pay for each day of unused sick leave up to 140 days. Payment will be made with the employee's final paycheck and will be subject to PERA. *(New 2011-2012, Revised 2018)*

9-2 Active Military Reserve Leave

- 9-2-1 Licensed non-administrative employees who belong to active reserve units will be granted temporary leave without pay to participate in military service for a period not to exceed ninety (90) days. *(Revised 2018)*

- 9-2-2 When the licensed non-administrative employee has any choice as to the time of service, he will request a time that will be favorable to the needs of the District. *(Revised 2018)*

9-3 Association Leave

- 9-3-1 A total of twenty (20) school days will be allowed in each school year for members of the Association to take care of Association business in the official capacities recommended by the Executive Council of the Association.
- 9-3-2 If more days are needed, the Association shall reimburse the District the cost of a substitute.
- 9-3-3 Ten additional days will be made available thereafter if negotiations, mediation, fact finding, or arbitration is conducted during school hours.
- 9-3-4 When local Association members are involved in Association business at the State or National level, the District will be reimbursed at the current cost of a substitute. Such days will not be counted against local days, as in Article 9-3-1. *(New 1999-2000)*
- 9-3-5 Leave days must be approved by the licensed non-administrative employee's supervisor. *(New 1999-2000; Revised 2015-2016, Revised 2018)*
- 9-3-6 Should the Association call for collective or concerted activities that could result in emergency school closure, the Association agrees to give district administration as much advance notice as possible. *(New 2018)*
- 9-4 Professional Leave

The Superintendent may grant leaves with pay for licensed non-administrative employees to attend conferences, workshops, and conventions related to the licensed non-administrative employee's work for a period of not to exceed five school days during each school year. *(Revised 2018)*

- 9-4-1 In the event a number of licensed non-administrative employees wish to attend an education advocacy event that would disrupt school operations, the district may declare an emergency closure. This will be limited to one instance per school year. In such circumstances, licensed non-administrative employees will not be charged a personal day, as is the case during any such emergency closure. *(New 2018)*
- 9-5 Bereavement Leave
 - 9-5-1 A maximum of five (5) days in any one year shall be granted in the event of the death of a licensed non-administrative employee's family member, a resident of the licensed non-administrative employee's household, or that resident's family. Family is defined as spouse, child, parent, sibling, grandparent, grandchild, in-law in the same degree of relationship, and dependent. *(Revised 2001-2002, Revised 2018)*
 - 9-5-2 One of the above five (5) days may be used for the death of close friends or relatives not listed above with the prior approval of the Superintendent or the Superintendent's designee.
 - 9-5-3 An additional three (3) days may be granted under extenuating circumstances in the case of approved bereavement leave.
 - 9-5-4 Bereavement leave is not cumulative.
 - 9-5-5 Personal leave may be used for all other bereavement leave needs. *(New 2011-2012)*
- 9-6 Leaves of Absence
 - 9-6-1 A leave of absence with or without pay may be granted to licensed non-administrative employees by the Board under such conditions as the Board may establish. *(Revised 2018)*
 - 9-6-2 A licensed non-administrative employee who has been granted a leave of absence will be returned to his or her former position whenever possible. *(Revised 2018)*
 - 9-6-3 A licensed non-administrative employee who has been denied a leave of absence shall receive written notice with reasons within three (3) days of the denial. *(Revised 2018)*

9-7 Work Related Injury

Licensed non-administrative employees temporarily absent from work and unable to perform their regular or modified duties as a result of an on-the-job injury incurred in the scope and course of their employment will be paid their regular salary for a period beginning contemporaneously with the injury and continuing until an admission or denial of liability for Worker's Compensation benefits is issued by the carrier. These payments shall continue for a period not to exceed 45 calendar days. After the 45 day period, the District's compensation will end and the compensation from the Workers' Compensation Insurer will begin. *(Revised 1999-2000; Revised 2015-2016 Revised 2018)*

9-8 Parental Leave

9-8-1 Unpaid parental leave of up to one year shall be granted to licensed non-administrative employees for the purpose of childbearing, child rearing, child care or adoption. *(Revised 2018)*

9-8-2 The dates of the beginning and return from parental leave shall be mutually determined between the District Administration (Building Principal and Human Resources Director) and the licensed non-administrative employee. *(June 2010, Revised 2018)*

9-8-3 While on parental leave, the licensed non-administrative employee shall be allowed to participate in any District insurance or other similar program at his or her own cost as permitted by the insurance policy. *(Revised 2018)*

9-8-4 A licensed non-administrative employee who has been granted parental leave will be returned to his or her former position whenever possible. *(Revised 2018)*

9-8-5 A licensed non-administrative employee granted parental leave shall not make advancements on the Salary Schedule unless the duration of the leave is fewer than ninety (90) days. *(Revised 2018)*

9-8-6 A licensed non-administrative employee shall be allowed to use any accumulated sick leave for the period of time of her disability due to childbirth. This period of sick leave shall not be counted as part of any parental leave requested. *(Revised 2018)*

9-8-7 A licensed non-administrative employee shall be allowed to use any accumulated sick leave for the purpose of parental leave which includes childbearing, child rearing, childcare or adoption. *(New 2012-2013, Revised 2018)*

9-8-8 Parental Leave is designated as qualifying leave under the Family and Medical Leave Act (FMLA) and will therefore run concurrently with FMLA leave. *(New 2012-2013)*

9-8-9 Nothing contained in this Article 9-8 shall be interpreted as limiting the Board's right to non-renew the teaching contract of a probationary teacher who is on parental leave, or to cancel the teaching contract of a non-probationary teacher pursuant to Colorado law and Board Policy. *(New 2012-2013)*

9-9 Leave identified in Article 9 shall be requested in half or full day increments *(New 1999-2000)*

9-9-1 Leave requested in 1/4 day shall be pre-approved by the principal or supervisor. *(New 2006-07, Revised 2018)*

9-9-2 No leave shall be charged when a licensed non-administrative employee is gone for 1 hour or less and has received supervisor approval. Except in an emergency the licensed non-administrative employee shall give 24 hour notice. A 1/4 day will be charged when a licensed non-administrative employee is away from work for more than 1 hour, but less than 2 hours. *(New 2006-07, Revised 2018)*

9-10 All leaves identified in Article 9 shall correspond with each school's calendar year. *(New 2001-2002)*

ARTICLE 10 - Controversial Issues

- 10-1 A licensed non-administrative employee, when presenting controversial materials shall:
 - 10-1-1 Include all relevant facts and materials on the subject which, in the licensed non-administrative employee's professional judgment, will enable the student to form an intelligent opinion. *(Revised 2018)*
 - 10-1-2 Take into consideration the appropriateness of the material in relationship to the maturation and grade level of the student.
- 10-2 The licensed non-administrative employee has a right to his or her opinion relative to the subject as long as it is clearly labeled as such. *(Revised 2018)*
- 10-3 Controversial materials shall not be presented until they have received the prior specific, express approval of the building principal.
- 10-4 Presentation of controversial materials in accordance with the foregoing procedures, and if such materials have received the prior approval of the building principal, will assure the support of the Board in such form as is deemed appropriate by the Board.

ARTICLE 11- Licensed non-administrative employee involvement in Selection of Principals and Central Office Administrators *(Revised 2001-2002, Revised 2018)*

- 11-1 Building Administrator Opening
 - 11-1-1 The Superintendent or his/her designee will eliminate unqualified applicants prior to the paper screening, subject to review by the paper screening committee. *(New 2001-2002)*

When an opening for a building administrator is posted, the Superintendent shall request that the licensed non-administrative employees from each building affected select representatives to serve on the paper screening and preliminary interview committees. No licensed non-administrative employee shall be able to serve on more than one committee. No fewer than two (2) licensed non-administrative employees will serve on the paper screening committee; no fewer than two (2) licensed non-administrative employees will serve on the preliminary interview committee. Such committees shall carry out their responsibilities in a timely manner. *(Revised 2001-2002, Revised 2018)*
- 11-2 Central Office Administrative Opening
 - When an opening for a central office administrator is posted, the Superintendent shall request the Association to identify three (3) licensed non-administrative employees to serve on the screening committee and two (2) licensed non-administrative employees to serve on the preliminary interview committees. *(Revised 2005-2006, Revised 2018)*
 - 11-2-1 No licensed non-administrative employee shall serve on both committees. *(Revised 2018)*
 - 11-2-2 The Association will notify the Director of Human Resources of the appointments in a timely manner.

ARTICLE 12 - Dues Deduction

- 12-1 Subject to the provisions of this Article, the Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay those members' dues to the Association, the Pikes Peak Education Association, the Colorado Education Association, and the National Education Association, as certified by the Association, where such deductions have been authorized in writing by such individual members. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis.
- 12-2 Deductions referred to above will be made in equal installments each month for which the payroll authorization is effective that is, September through the following August 31. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th day of the month prior to the distribution of the payroll from which the deduction is to be made.
- 12-3 Each year between September 1 and September 15 the Association will furnish the Board with a list of all continuing members who have authorized dues deductions. The Association shall also furnish the Board with a dues deduction authorization in a form satisfactory to the District and signed by any new member whose dues are to be deducted by the District. Such authorization shall remain in effect during the employment of the member or until revoked in the manner provided for in Article 12-4, whichever occurs first.
- 12-4 Any member may revoke his or her dues deduction authorization at any time between September 1 and September 15 of any year. Any member may revoke his or her dues deduction authorization at any other time if such revocation is endorsed by the Association. Such revocation shall be sent to the Board through the Association.
- 12-5 A member whose resignation becomes effective during the school year and who has authorized dues deduction through payroll deduction will have the balance of the dues deducted from his or her last paycheck if there are sufficient funds available to do so after other deductions of legal priority have been made. The parties understand that in cases of hardship or cases involving unusual circumstances, the Association may waive the balance of the dues owed.

ARTICLE 13 - Student Discipline
(New 2012-2013)

- 13-1 The Board and the Association believe that effective student discipline is a prerequisite for sound educational practice and productive learning. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline and socially acceptable behavior.
- 13-2 All policies and procedures for handling general and major student discipline problems shall be designed to achieve these broad objectives. Disorderly students shall be dealt with in a manner which allows other students to learn in an atmosphere which is safe, conducive to the learning process and free from unnecessary disruptions.
- 13-3 The Board, in accordance with State law, has adopted a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code also emphasizes that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action.
- 13-4 Licensed non-administrative employees and administrative staff will work cooperatively to implement with fidelity all Board policies that relate to student discipline. *(Revised 2015-2016, Revised 2018)*
- 13-5 Current Board policies which address aspects of student discipline include, but are not limited to those labeled as follows:
- Student Discipline
Discipline of Students with Disabilities
Disciplinary Removal from Classroom
Student Suspension/Expulsion
Dress and Uniform Codes
Nuisances
Corporal Punishment
Student Code of Conduct
Student Expression Rights
Expulsion Prevention
Violent and Aggressive Behavior
(Revised 2018)
- 13-6 Policies listed above are linked to the Board policies on the district website.
- 13-7 All Board policies connected to student discipline are available on the district website and are updated as needed.

ARTICLE 14 - Licensed Non-Administrative Employee Protection From Assaults/Personal Injury Leave
(Revised 2018)

- 14-1 Pursuant to Section 22-32-109(1)(x), Colorado Revised Statutes, the Board has adopted Board Policy which establishes the District's policy and procedure for handling incidents of assault upon, disorderly conduct toward, harassment of, or any alleged criminal offense directed toward a licensed non-administrative employee by a student. *(Revised 2018)*
- 14-2 licensed non-administrative employees temporarily absent from work and unable to perform their regular or modified duties as a result of an on-the-job injury incurred in the scope and course of their employment will be paid their regular salary for a period beginning contemporaneously with the injury and continuing until an admission or denial of liability for Worker's Compensation benefits is issued by the carrier. These payments shall continue for a period not to exceed 45 calendar days. After the 45 day period, the District's compensation will end and the compensation from the Workers' Compensation Insurer will begin. *(Revised 2015-2016 Revised 2018)*

- 14-3 The District shall reimburse a licensed non-administrative employee for damages to that licensed non-administrative employee's personal wearing apparel or personal property worn on the person such as eyeglasses or a watch which result from assaults upon that licensed non-administrative employee which arise out of and are incurred in the course of their employment by the District, and which are not a result of their own negligence or disobedience of reasonable rules and regulations. A licensed non-administrative employee may request reimbursement only for the actual value of the damaged apparel or property, and only to the extent that such damages exceed the coverage provided by any homeowners, personal property floaters, or similar valid and collectible insurance. In no case shall a reimbursement be granted that exceeds \$150.00 per incident. *(Revised 2018)*

ARTICLE 15 - Health Requirements

- 15-1 A special health examination may be required of a licensed non-administrative employee whenever a physical or mental condition interferes or appears likely to interfere with the health and safety of the licensed non-administrative employee, other employees, or pupils. The examination fee will be paid by the District. The Board has the right to stipulate the examining physician. Any report or communication from the examining physician shall be provided to the licensed non-administrative employee by the examining physician upon the licensed non-administrative employee's written request to the examining physician. *(Revised 2018)*

ARTICLE 16 - Transfer and Reassignments

- 16-1 Vacancies will be posted in each school as they are known. The posting will be for a minimum of 5 school days prior to the closing date. Between the last day of school and August 15, a list of known vacancies will be posted in the Administration Building.
- 16-2 A transfer to another licensed non-administrative employee position in another school may be requested by a licensed non-administrative employee who has been an employee of the district for one or more years. Employees seeking a transfer to a specific position will be guaranteed an interview, or a personal explanation of the reasons for denying the interview from the building principal where the vacancy occurs. *(Revised 2018)*
- 16-3 The following procedure will be used for implementation of this Article:
- 16-3-1 An employee seeking a transfer shall submit an application, resumé and any additional materials to the Human Resources Department via the online application system. *(June 2010)*
- 16-3-2 Transfer request applications for posted positions must be submitted online by 4:00 p.m. on the day the vacancy closes. It is the responsibility of the licensed non-administrative employee who is seeking the transfer to update his/her transfer application for positions they wish to be considered for as the positions are posted. *(June 2010, Revised 2018)*
- 16-3-3 Transfer requested submitted for positions that are not yet posted may be submitted online using the same process as stated above. *(June 2010)*
- 16-3-4 Transfer requests will remain active for at least one year. *(June 2010)*
- 16-4 This article does not apply for a part-time employee seeking a full-time position or for employees working under a non-renewable contract.
- 16-5 When filling vacancies or staffing new schools, currently employed licensed non-administrative employees shall be given an equal opportunity when considering candidates in filling these assignments. Experience, length of service, qualifications and special programs of schools involved, shall be the salient factors in granting interviews and filling such vacancies. Other factors, including staff balance of the schools involved, shall be considered. Employees may seek transfers only to positions within their areas of Licensure. *(Revised 2018)*

**ARTICLE 17 – Catastrophic Sick Leave Bank
(Revised 2018)**

- 17-1 Annually, upon request by the Association, each licensed non-administrative employee shall contribute to the Association Catastrophic Sick Leave Bank one of the sick leave days granted to the licensed non-administrative employee by the District. *(Revised 2018)*
- 17-2 Licensed non-administrative employees may voluntarily contribute up to twenty (20) sick leave days per year to the Bank. The donor must maintain a balance of at least 20 days. The Bank shall be administered by the Association pursuant to guidelines it will establish. *(Revised 2006-07, Revised 2018)*
- 17-3 In the event a licensed non-administrative employee has exhausted his/her accumulated sick leave, and is otherwise eligible for the use of sick leave, he/she may request that sick leave days be granted from the Bank. Upon approval by the Association, the District shall credit such licensed non-administrative employee with the number of days approved from the Bank. Any days remaining in the Bank at the end of the school year shall accumulate from year to year. *(Revised 2018)*
- 17-4 The District shall advise the Association of the number of days of sick leave that are available in the sick bank upon request. *(Revised 2015-2016)*
- 17-5 The decisions of the Association with respect to the eligibility for sick leave days from the Bank shall be final and shall not be subject to review through the grievance procedure. The Association reserves the right to limit the total number of days in the Bank.
- 17-6 The Association agrees to indemnify and hold the District and its officers, employees and agents harmless against any and all claims, demands, suits, or other forms of liability, including attorneys' fees and court costs, that shall arise of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this article. In the event of a claim or litigation, the District and the Association shall consult with each other concerning selection of counsel for the District. Any attorneys' fees paid under this Article shall not exceed reasonable and customary fees in Fremont County, Colorado. No litigation in which the District is a party shall be settled as to the District without the prior written authorization of the District.

ARTICLE 18 - Fringe Benefits

(Revised 1998-99; Revised 2001-2002, Revised 2005-2006)

- 18-1 It is the intent of the District and Association that once a district contribution equal to the premium cost of a single health care benefit on the base plan is achieved, every effort will be made on an annual basis to shop for a competitive health plan and to maintain a level of support in which the district contribution, equal to the cost of a single premium on the base plan, is sustained. For the 2021-2022 contract year, the district monthly contribution will be \$521 per employee plan participant.
- The licensed non-administrative employee shall authorize a payroll deduction to pay additional premiums for medical plan selections which exceed the district contribution, as well as any additional premiums for dental and vision insurance if elected. *(Revised 2018, Revised 2020)*
- 18-2 The District will contribute \$60 per licensed non-administrative employee in equal monthly installments of \$5.00 to be applied toward payment of the employees' premium for the District's group dental insurance program. Election of dental insurance is strictly voluntary. *(Revised 2018, Revised 2020)*
- 18-3 The District shall provide for each licensed non-administrative employee a group life and accidental death policy, the face amount of which shall be \$20,000.00. *(Revised 2009-2010, Revised 2018)*
- 18-4 The District will reimburse licensed non-administrative employees for tuition upon recommendation of the Superintendent (or his/her designee) for courses approved under Article 19-3. *(Revised 2018)*
- 18-4-1 Reimbursement is as follows:
Licensed non-administrative employees working less than 1/2 time = \$22.50 per semester hour
Licensed non-administrative employees working 1/2 time or more = \$45.00 per semester hour
(Revised 2018)
- 18-4-2 If a licensed non-administrative employee receives a tuition grant, the District will pay the balance of the tuition not covered by the grant up to the semester hour reimbursement prescribed in this article. Such reimbursement will be made upon submission of evidence of satisfactory completion of courses and a paid tuition receipt. *(Revised 2018)*
- 18-5 Licensed non-administrative employees will be provided with a yearly summary of benefit coverage extended by the Board based on available data. *(Revised 2018)*

ARTICLE 19 - Salaries

- 19-1 The Teacher Salary Schedule providing for a base salary of \$34,878.00 effective September 1, 2018, is set forth as Appendix A. *(Revised 2018)*
- 19-2 Remuneration for licensed non-administrative employee experience outside the District will be allowed up to a maximum of ten years. This experience must be degree or special certificate teaching and have been done within the last ten years immediately preceding the granting of the contract. Ten years' experience must be documented. *(Revised 2001-2002; 2016-2017, Revised 2018)*
 - 19-2-1 When a licensed non-administrative employee is hired by the District who has been an employee of the District within the previous two years and attained Step 5 or higher, the licensed non-administrative employee shall be entitled to earn placement on the salary schedule as if the licensed non-administrative employee had not left the District. *(New 1999-2000, Revised 2018)*
- 19-3 The following requirements must be met in order for course credits to be used for lateral movement on the salary schedule:
 - 19-3-1 The District will recognize only graduate credits granted by an accredited college or university based upon traditional requirements for earning graduate credit including, but not limited to, class attendance, out-of-class preparation, and successful completion of the course.
 - 19-3-2 The District will recognize only graduate credits which are in fulfillment of the requirements of an advanced degree program in education, or graduate credits which are directly related to the applicant's work assignment at the time the applicant enrolls in the course. *(Revised 2018)*
 - 19-3-3 The District will make every effort to offer graduate credit for all courses sponsored through the District staff development program. If graduate credit is unavailable for those courses, the District may recognize CDE recertification credit for movement on the salary schedule.
 - 19-3-4 Credits other than those described in Articles 19-3-1, 19-3-2, and 19-3-3 above will be recognized only if such credits have been approved in writing by the Superintendent, or the Superintendent's designee, prior to the beginning of the course for which credit for lateral movement is sought.
 - 19-3-5 Licensed non-administrative employees who have completed credits (semester) under Article 19-3 and will be eligible for horizontal movement on the applicable salary schedule September 30 or March 31, must submit the required documentation prior to September 15 or March 15. *(Revised 2018)*
- 19-4 Licensed non-administrative employees who are required to use their own automobiles in the performance of their duties and who are assigned to more than one school per day will be reimbursed for all required travel at the District adopted rate. *(Revised 2018)*
- 19-5 Licensed non-administrative employees, such as librarians, counselors, special service providers, and vocational organization advisors whose assignments extend beyond the regular school year shall be paid for such additional days at a daily rate equal to 1/166 of the affected individual's annual salary. This ratio will be adjusted for employees who work under a different salary schedule and contract length. *(Revised June 9, 2008; Revised 2015-2016, Revised 2018, Revised 2020)*
- 19-6 The Supplemental Salary Schedule which is set forth as Appendix B will represent a competitive and non-competitive schedule. The hourly rate for non-competitive activities shall be .000829 of the base salary. *(New 2004-05; Revised June 9, 2008)*
- 19-7 Licensed non-administrative employees new to the District payroll may, upon written request, be advanced an amount approximately equal to one-half their gross monthly salary after ten consecutive days of service with the District provided their date of employment falls more than ten

consecutive work days prior to the last working day of the month. Remaining amounts of the pay period will be paid on the last working day of the month in question. *(Revised 2018)*

- 19-8 The Salary Enhancement Plan is an opportunity for an experienced licensed non-administrative employee to develop a tangible product for the benefit of the District and to realize professional compensation enhancement.

In order to be eligible to participate in the Salary Enhancement Plan a licensed non-administrative employee must obtain an effective or higher rating on the district evaluation process, and be at the maximum step of the MA+36 column, MA+48/Double MA column, or DE column of the applicable Salary Schedule.

Licensed non-administrative employees who are on the Special Services Salary Schedule at the maximum step of the MA+30 column will also be allowed to participate in the Salary Enhancement Plan.

The Salary Enhancement Plan must be a product that supports one of the licensed non-administrative employee's school, or one of the district's, UIP goals and a participating licensed non-administrative employee must receive prior approval by the director of human resources in consultation with district and building administration before October 1st of the contract year they wish to be compensated in order to become eligible.

The Salary Enhancement Plan final product must be submitted by June 1st of the contract year and, if completed satisfactorily, payment shall be made within 30 days of its completion as a one-time bonus amount. This amount will be equal to one experience step in the appropriate column of the current applicable Salary Schedule, and such employees are eligible to participate in this process a maximum of two times during their career. *(Revised 2000-2001; Revised 2015-2016, Revised 2018)*

- 19-9 Licensed non-administrative employees whose employment with the District is terminated by the District may, upon written request, receive the remainder of their remuneration due on the regular June payday. The request must be received at the Business Office prior to June 10. Teachers who retire or resign will be paid as provided for in the individual licensed non-administrative employee contracts. *(Revised 2018)*

- 19-10 The District may choose to designate licensure area(s) as "shortage areas". If such areas are designated, the district must notify the Association of such designation at the time of the posting (or re-posting) of the position(s) within that licensure area. If the Association disagrees with such a designation; it may address this issue beginning at Level 2 of the grievance procedure.

At the discretion of the District, licensed non-administrative employees hired into a designated shortage area may be placed two additional salary steps above that provided for in Article 19, Section 19-2 of this agreement. This provision applies to newly hired licensed non-administrative employees and currently employed staff who agree to a change in assignment from a licensure area not designated as a shortage area to one that is within a shortage area. *(New 1999-2000, Revised 2018)*

ARTICLE 20 - Cancellation of Contracts
(New 1992)

20-1 Definitions

- 20-1-1 "Board" shall mean the Board of Education of the Cañon City School District in the county of Fremont and State of Colorado. *(Revised 2018)*
- 20-1-2 "Cancellation of contract" shall mean the termination of the contract of a licensed non-administrative employee during the term of such contract for the reasons set forth in this policy. The non-renewal of the contract of a probationary teacher is not to be construed as a cancellation of contract, and no objection to such a non-renewal may be filed under this policy. *(Revised 2018)*
- 20-1-3 For purposes of this Article, "Day" shall mean calendar day.
- 20-1-4 "District" shall mean the Cañon City School District, in the County of Fremont and State of Colorado. *(Revised 2018)*
- 20-1-5 "Financial exigency" means any significant decline in the District's financial resources that is brought about by decline in enrollment or by other action or events that compel a reduction in the District's current or future general fund budget.
- 20-1-6 "Program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation or a reorganization or consolidation of two or more individual schools or school districts is unrelated to financial exigency.
- 20-1-7 "Superintendent" shall mean the Superintendent of the District.
- 20-1-8 The term "licensed non-administrative employee" as used in this Agreement shall refer to teachers and any other employee who must be licensed to perform their duties and whose salary is determined by a *salary schedule in effect during the term of this Agreement*. *(Revised 2018)*
- 20-1-8-1 The term "teacher" as used in this Agreement shall refer to any licensed employee whose salary is determined by the Teacher Salary Schedule in effect during this Agreement and who is evaluated using the teacher evaluation system. *(New 2018)*
- 20-1-9 "Endorsement" shall mean the designation on a licensed non-administrative employee's license issued by the Colorado Department of Education of grade level, subject matter, or service specialization. *(Revised 2018)*

20-2 Grounds for Cancellation of Licensed non-administrative employee Contracts

- 20-2-1 The Board shall have the right to cancel the contracts of licensed non-administrative employees when the Board, in its sole discretion, finds that a justifiable decrease in the number of staff positions is required.

20-3 Superintendent's Determination and Recommendations

- 20-3-1 The Superintendent shall inform the Board of a possible decrease in the number of licensed non-administrative employee positions within a particular endorsement area, and that such decrease may require the cancellation of the contract of one or more staff members. The Superintendent shall submit to the Board his/her preliminary recommendations for cancellation of licensed non-administrative employee positions. By making such preliminary recommendations, the District shall not thereafter be limited to considering only the positions in the endorsement areas or programs so identified. *(Revised 2018)*

20-4 Board Preliminary Determination and Notice

20-4-1 Upon a preliminary finding by the Board that such decrease(s) may occur, the Board shall forthwith cause a statement of the possible cancellation to be issued. The statement shall identify the reason for such cancellations. The statement, or a summary thereof, shall be furnished to the Canon City Education Association and shall be published by any means reasonably calculated to bring it to the attention of all licensed non-administrative employees, and shall contain a notice of the date, time, and place when the Board shall consider such cancellations. Such statement shall also notify licensed non-administrative employees within the endorsement area(s) being considered that they have seven days to ensure that the personnel file maintained at the District's administrative office contains current and accurate information including information as to the licensed non-administrative employee's endorsement or endorsements. The District shall have the right to rely upon the accuracy of information contained in the licensed non-administrative employee's personnel file. *(Revised 2018)*

20-5 Board Decision

20-5-1 Interested persons shall be provided an opportunity to comment on the intended action. Thereafter, the Board shall find whether, on the basis of all information then available, a justifiable decrease in the number of licensed non-administrative employee positions is required the following academic year. *(Revised 2018)*

20-5-2 Within 15 days of such a finding, the Superintendent shall recommend to the Board the cancellation of contracts of particular licensed non-administrative employees. The Board shall act upon the Superintendent's recommendations at their next regular meeting following the receipt of such recommendation. *(Revised 2018)*

20-6 Factors and Point System

20-6-1 In accordance with applicable law effective for Reductions In Force (RIF) after February 15, 2012, such determination should first consider performance based upon the district-adopted evaluation system and will thereafter consider probationary status and seniority, but only if such factors are in the best interest of the students as established through board priorities. *(Revised 2012-2013, Revised 2018)*

20-6-2 After such consideration of licensed non-administrative employee performance and the best interests of students, the specific licensed non-administrative employees to be laid off shall be determined by the district in accordance with the factor and point system in section 20-6-3. *(Revised 2012-2013, Revised 2018)*

20-6-3 Factors

PROFESSIONAL EDUCATION EXPERIENCE (Maximum points = 80)

The term "semesters of professional education experience" means full-time or part-time regularly contracted licensed professional education experience. Points for part-time experience shall be prorated exactly by the number of days. Only the past 20 semesters of experience are considered. Whole points will be awarded to licensed non-administrative employees assigned to more than one endorsement area; however, each semester can be counted only once, in one category: the category yielding the most points. (80 points maximum total)

_____ Semesters of experience in the District in the area as determined in Article 20-6-2. (4 points each)

_____ Semesters of experience outside the District in the area as determined in Article 20-6-2. (3 points each)

_____ Semesters of experience in the District but not in the area as determined in Article 20-6-2. (2 points each)

_____ Semesters of experience outside the District and not in the area as determined in Article 20-6-2. (1 point each)

TRAINING (maximum points = 66)

_____ Total semester hours in the area as determined in Article 20-6-2. (1/2 point for each undergraduate hour and 1 point for each graduate hour up to a maximum of 30 points)

_____ Additional graduate level course work outside of the area as determined by Article 20-6-2. (1/2 point for each semester hour up to a maximum of 15 points)

_____ Recency of training in the area as determined by Article 20-6-2. (1 point for each semester hour in the last 5 years up to a maximum of 6 points)

_____ Grade point average (Using a 4.0 GPA System)
3.50 up to 4.00 = 3 points
3.00 up to 3.50 = 2 points
2.50 up to 3.00 = 1 point
(Maximum of 3 points)

_____ Advanced Degree.
Master's Degree = 4 points for each M.A. Degree
Specialist's Degree = 8 points
Doctorate Degree = 12 points
(Maximum of 12 points)

ADDITIONAL ASSIGNMENTS (Maximum points = 30)

_____ Supplemental Contract assignment or District-recognized committee work to include, but not be limited to, Curriculum Committee, Building Improvement Team, Consensus Circle, Strategic Planning Team or Committee, etc., 2 points for each assignment in each year of the last 5 years. (Maximum of 30 points)

BREADTH OF PREPARATION (Maximum points = 15)

_____ Breadth of preparation is defined as additional Colorado Department of Education endorsement(s) in an area other than that determined by Article 20-6-2. Points in this area shall only be awarded for endorsement areas currently in the District curriculum. (15 points will be awarded)

TIE BREAKER

In the event of a tie in point count, the deciding factor will be the date and time of hire with the most recent hire being the first eligible for cancellation of contract.

(Revised 2018)

20-6-4 Factor Application

A total point count is calculated using the factors identified in Article 20-6-3. The person with the lowest point count is the person eligible for cancellation of contract. Further cancellation of contracts proceed in the order of lowest count.

20-7 Notice to Individual Licensed non-administrative employee

20-7-1 If, after considering the Superintendent's recommendation, the Board acts to cancel contracts, written notice shall be delivered or sent by certified mail to the licensed non-administrative employee(s) concerned and to the Canon City Education Association. If the date on which the cancellation of contract is to be effective is the end of the academic

year, notice thereof shall be given on or before May 15 of such academic year. The notice shall include the date on which the cancellation of contract is to be effective, a statement of the conditions requiring cancellation of contract, and the reasons the particular staff member was selected. The staff member's address, as it appears in the personnel file maintained in the District's Human Resources Office, shall be deemed to be the current address. *(Revised 2018)*

20-8 Review of Cancellations

- 20-8-1 Within ten (10) days after receiving a notice of cancellation of contract, a licensed non-administrative employee may request a review of the action by the Board. Review may be had solely to determine whether the decision to cancel the contract was arbitrary or capricious with respect to the individual. *(Revised 2018)*
- 20-8-2 The request for review must be in writing and addressed to the Secretary of the Board. It must specify the grounds on which it is contended that the decision was arbitrary or capricious and must include a short, plain statement of facts that the staff member believes supports the contention. *(Revised 2018)*
- 20-8-3 Submission of such a request constitutes a representation by the staff member that he or she can support his/her contentions by factual proof, and an agreement that the District may offer in rebuttal of his/her contention any relevant data in its possession. *(Revised 2018)*
- 20-8-4 Within 14 days of receipt of such request, the Board shall order a hearing. The hearing shall be held within 30 days thereafter. The responsibility for conducting such hearing shall be delegated to an impartial hearing officer. If the staff member and the District are unable to agree upon an impartial hearing officer within five days after the Board orders the hearing, a hearing officer shall be selected in accordance with the procedures set forth for selection of a hearing officer under the "Teacher Employment, Compensation and Dismissal Act of 1990," subject to the time requirement of this policy. *(Revised 2018)*

20-9 Conduct of the Hearing

- 20-9-1 The hearing shall be open to the public. All findings of fact and/or determination shall be public information. The hearing officer may receive or reject evidence and testimony, administer oaths, and, if necessary, subpoena witnesses. All testimony shall be given under oath.
- 20-9-2 At any hearing, the staff member has the right to appear in person with or without counsel, to be heard and to present testimony of witnesses and relevant evidence, and to cross-examine witnesses. The hearing officer may consider only such evidence as is presented at the hearing and need only consider evidence that the hearing officer considers fair and reliable. Subject to the requirements of Colorado Revised Statutes, Section 24-72-201 and following, all District records pertaining to grounds specified in the request for hearing shall be made available for the use of either party at such hearing. *(Revised 2018)*
- 20-9-3 The hearing officer shall consider the evidence and testimony. A written decision shall be made within 14 days following completion of the hearing. The decision shall be supported by written findings of fact and shall be limited to determining whether the staff member's contention is correct or incorrect. *(Revised 2018)*
- 20-9-4 The Board shall be bound by the findings of fact of the hearing officer; however, any conclusions drawn from those findings, and the hearing officer's recommendations shall not be binding on the Board. The hearing officer will make written findings and recommendations to the Board and the staff member. The Board will act on the hearing officer's findings and recommendations at its next regular meeting following receipt of the recommendations. *(Revised 2018)*

20-9-5 If the Board determines that the staff member's contention has not been established, it shall so notify the staff member and the Superintendent. Such a determination finally confirms the decision to cancel. If the board determines that the staff member's contention has been established, it shall notify the staff member and the Superintendent by written notice that states what corrective action must be taken. *(Revised 2018)*

20-9-6 If one or more of the deadlines for holding a hearing, for adoption of findings and recommendations by the hearing officer, or for the Board's action on the hearing officer's findings and recommendations cannot be met for good cause shown and the procedures required by this policy are followed except for compliance with such deadlines, the proceedings under this policy shall not be invalidated.

20-9-7 A record and transcript shall be made of all evidence and testimony received at the hearing. The cost of such record/transcript will be paid by the District.

20-10 Recall Rights

20-10-1 Any staff member RIFed pursuant to this article shall have recall rights for eighteen (18) months from the effective date of layoff to any vacancy for which the RIFed staff member is qualified. Such recall rights shall be in reverse order of layoff. After the District decides to offer a recall contract, the District is obligated to attempt to contact the staff member for a period of five (5) working days by written notice which shall be delivered or sent by certified mail. The staff member shall have three (3) working days after being contacted to accept or reject the contract offer in writing. Failure to respond will be deemed as rejection of the offer. *(Revised 2015-2016, Revised 2018)*

20-10-2 If the staff member cannot be contacted within five (5) working days, or if the staff member rejects the contract offer, the District will offer the position to the next qualified person on the recall roster by using the procedure described above. The staff member who could not be contacted or rejected the offer will retain his/her position in the re-employment pool, if requested by the staff member. It is the responsibility of all staff members on the recall roster to keep the District Human Resources Office informed of their current mailing address, place of residence, and telephone number. *(Revised 2018)*

20-11 Exclusive Procedure

20-11-1 This is the only procedure that may be used for cancellation of contracts. Any existing procedure for considering or examining the dismissal of a staff member, the non-renewal of the contract of a probationary staff member or a grievance is not available for considering an issue that arises from cancellation of contracts. Similarly, no other personnel action other than cancellation of contracts may be considered under this policy. *(Revised 2018)*

Article 21 Part-time Licensed Non-Administrative Employees
(New July 2010, Revised 2018)

(Articles numbers following each section refer to corresponding articles regarding full-time licensed non-administrative employees.)

- 21-1 Part-time licensed non-administrative employees are defined as those licensed non-administrative employees contracted to work less than 37 ½ hours per five (5) day week and 30.5 hours per four (4) day week. The hours a part-time licensed non-administrative employee works per day shall be determined by the individual school schedule. (Article 5-2) *(Revised 2018, Revised 2020)*
- 21-2 Part-time licensed non-administrative employees contracted to work less than full-time shall be paid at the rate according to the applicable salary schedule, proportional to their FTE allocation. (Article 19-1) *(Revised 2018)*
- 21-3 Part-time licensed non-administrative employees who are at least half-time shall be compensated with full-time insurance benefits including group health insurance, and life insurance. Licensed non-administrative employees who are less than half-time shall not receive insurance benefits. (Article 18) *(Revised 2018)*
- 21-4 Part-time licensed non-administrative employees who are at least half-time shall fulfill the responsibilities and duties of full-time licensed non-administrative employees regarding all non-student contact days without the expectation of extra compensation. (Article 5-1) *(Revised 2018)*
 - 21-4-1 Part-time licensed non-administrative employees shall attend all staff meetings that are scheduled adjacent to their normal work hours. In cases when staff meetings are not scheduled adjacent to their normal work hours, the part-time licensed non-administrative employee shall attend, on average, one staff meeting per month. *(Revised 2018)*
 - 21-4-2 Part-time licensed non-administrative employees new to the District will attend an additional four (4) days of orientation for which they will receive a per diem stipend. (Article 5-1-2) *(Revised 2018, Revised 2020)*
- 21-5 Student contact time, individual planning time and before/after school report times will be prorated proportionately based on the part-time licensed non-administrative employee's allocation. A minimum of 20 consecutive minutes of individual planning time will be guaranteed per half day of work for teachers working at least half the day. (Article 5) *(Revised 2018)*
- 21-6 Part-time licensed non-administrative employees shall receive a duty-free 30 minute lunch if they work for more than 5 hours of the day. Passing and inter-school travel time shall not be included as part of the thirty minute lunch period. (Article 5-3) *(Revised 2018)*
- 21-7 Part-time licensed non-administrative employees shall receive leave benefits prorated proportionately based on their allocation. Part-time licensed non-administrative employees are not eligible for Leave of Absence benefits other than those legally provided by the Family Medical Leave Act. (Article 9, Appendix L) *(Revised 2018)*
- 21-8 Part-time licensed non-administrative employees will follow the same evaluation schedule as a full-time licensed non-administrative employees. (Article 8) *(Revised 2018)*

ARTICLE 22 - Term of Agreement

This Agreement will become effective on July 1, 2020, and will be renewed or amended annually per Article 4.

School Year 21/22

STEP	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48 / DM
1	35.576	36.999	38.422	41.268	42.691	44.114	45.537	46.960
2	36.288	37.711	39.134	41.980	43.403	44.826	46.249	47.672
3	36.999	38.422	39.845	42.691	44.114	45.537	46.960	48.383
4	37.711	39.134	40.557	43.403	44.826	46.249	47.672	49.095
5	38.422	39.845	41.268	44.114	45.537	46.960	48.383	49.806
6	39.134	40.557	41.980	44.826	46.249	47.672	49.095	50.518
7	39.845	41.268	42.691	45.537	46.960	48.383	49.806	51.229
8	40.557	41.980	43.403	46.249	47.672	49.095	50.518	51.941
9	41.268	42.691	44.114	46.960	48.383	49.806	51.229	52.652
10	41.980	43.403	44.826	47.672	49.095	50.518	51.941	53.364
11	42.691	44.114	45.537	48.383	49.806	51.229	52.652	54.076
12		44.826	46.249	49.095	50.518	51.941	53.364	54.787
13		45.537	46.960	49.806	51.229	52.652	54.076	55.499
14		46.249	47.672	50.518	51.941	53.364	54.787	56.210
15		46.960	48.383	51.229	52.652	54.076	55.499	56.922
16		47.672	49.095	51.941	53.364	54.787	56.210	57.633
17		48.383	49.806	52.652	54.076	55.499	56.922	58.345
18		49.095	50.518	53.364	54.787	56.210	57.633	59.056
19		49.806	51.229	54.076	55.499	56.922	58.345	59.768
20		50.518	51.941	54.787	56.210	57.633	59.056	60.479
21		51.229	52.652	55.499	56.922	58.345	59.768	61.191
22		51.941	53.364	56.210	57.633	59.056	60.479	61.902
23			54.076	56.922	58.345	59.768	61.191	62.614
24				57.633	59.056	60.479	61.902	63.325
25				58.345	59.768	61.191	62.614	64.037
26					60.479	61.902	63.325	64.748
27					61.191	62.614	64.037	65.460
28						63.325	64.748	66.171
29							65.460	66.883
30							66.171	67.594
31								68.306
32								69.017

Cañon City Schools
Special Services Salary Schedule
September 1, 2021

21/22 School Year

Step	Case Manager/District Coordinator/School Psychologist/Social Worker/SLP 174 Days						Certified Occupational Therapy Assistant/Speedy-Language Pathology Assistant/ Interpreter (166 Days)
	BA	MA	MA+30	MA+EdS	Ma+30 EdS	PhD	
1	\$50,629	\$52,029	\$53,429	\$52,729	\$54,129	\$54,829	\$28,985
2	\$51,567	\$52,967	\$54,367	\$53,667	\$55,067	\$55,767	\$29,565
3	\$52,504	\$53,904	\$55,304	\$54,604	\$56,004	\$56,704	\$30,145
4	\$53,442	\$54,842	\$56,242	\$55,542	\$56,942	\$57,642	\$30,724
5	\$54,380	\$55,780	\$57,180	\$56,480	\$57,880	\$58,580	\$31,304
6	\$55,317	\$56,717	\$58,117	\$57,417	\$58,817	\$59,517	\$31,884
7	\$56,255	\$57,655	\$59,055	\$58,355	\$59,755	\$60,455	\$32,464
8	\$57,192	\$58,592	\$59,992	\$59,292	\$60,692	\$61,392	\$33,043
9	\$58,130	\$59,530	\$60,930	\$60,230	\$61,630	\$62,330	\$33,623
10	\$59,068	\$60,468	\$61,868	\$61,168	\$62,568	\$63,268	\$34,203
11	\$60,005	\$61,405	\$62,805	\$62,105	\$63,505	\$64,205	\$34,782
12	\$60,943	\$62,343	\$63,743	\$63,043	\$64,443	\$65,143	\$35,362
13	\$61,880	\$63,280	\$64,680	\$63,980	\$65,380	\$66,080	\$35,942
14	\$62,818	\$64,218	\$65,618	\$64,918	\$66,318	\$67,018	\$36,521
15	\$63,755	\$65,155	\$66,555	\$65,855	\$67,255	\$67,955	\$37,101
16	\$64,693	\$66,093	\$67,493	\$66,793	\$68,193	\$68,893	\$37,681
17	\$65,631	\$67,031	\$68,431	\$67,731	\$69,131	\$69,831	\$38,261
18	\$66,568	\$67,968	\$69,368	\$68,668	\$70,068	\$70,768	\$38,840
19	\$67,506	\$68,906	\$70,306	\$69,606	\$71,006	\$71,706	\$39,420
20	\$68,443	\$69,843	\$71,243	\$70,543	\$71,943	\$72,643	\$40,000
21	\$69,381	\$70,781	\$72,181	\$71,481	\$72,881	\$73,581	\$40,579
22	\$70,319	\$71,719	\$73,119	\$72,419	\$73,819	\$74,519	\$41,159
23	\$71,256	\$72,656	\$74,056	\$73,356	\$74,756	\$75,456	\$41,739
24	\$72,194	\$73,594	\$74,994	\$74,294	\$75,694	\$76,394	\$42,319
25	\$73,131	\$74,531	\$75,931	\$75,231	\$76,631	\$77,331	\$42,898
26	\$74,069	\$75,469	\$76,869	\$76,169	\$77,569	\$78,269	\$43,478
27	\$75,006	\$76,406	\$77,806	\$77,106	\$78,506	\$79,206	\$44,058
28	\$75,944	\$77,344	\$78,744	\$78,044	\$79,444	\$80,144	\$44,637
29	\$76,882	\$78,282	\$79,682	\$78,982	\$80,382	\$81,082	\$45,217
30	\$77,819	\$79,219	\$80,619	\$79,919	\$81,319	\$82,019	\$45,797
31	\$78,757	\$80,157	\$81,557	\$80,857	\$82,257	\$82,957	\$46,376
32	\$79,694	\$81,094	\$82,494	\$81,794	\$83,194	\$83,894	\$46,956

SENIOR HIGH SCHOOL[illegible]

MIDDLE SCHOOL

ACTIVITY	% OF BA	1	2	3	4	5	6	7	8	9	10	11	12
Football Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Basketball Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Wrestling Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Volleyball Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Cross Country Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Softball Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Track Coordinator	4.5	1,601	1,681	1,761	1,841	1,921	2,001	2,081	2,161	2,241	2,321	2,401	2,481
Football Coach (8th)	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Football Coach (7th)	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Basketball Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Wrestling Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Volleyball Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Cross Country Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Softball Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Track Coach	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Student Council	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Annual Sponsor	4.0	1,423	1,494	1,565	1,636	1,708	1,779	1,850	1,921	1,992	2,063	2,135	2,206
Choral Music	3.5	1,245	1,307	1,370	1,432	1,494	1,556	1,619	1,681	1,743	1,805	1,868	1,930
Instrumental Music	3.5	1,245	1,307	1,370	1,432	1,494	1,556	1,619	1,681	1,743	1,805	1,868	1,930
Drama (Per Production)	3.0	1,067											
Maximum of 3													
Assist. Drama (Per Production)	2.0	712											
Team Leaders (Steps NA)	2.5	889											
Plus \$20.00/member													
Beyond 3													
Intramural Coach	2.3	818											
All City Instrumental Music	2.0	712											
All City Vocal Music	2.0	712											

Additional Information

Base: \$35,576

A. Department Chairpersons

Pay for department chairpersons shall be established when there are 3.0 full-time equivalent (FTE) teachers or more in the department, or at the intermediate or primary groupings at the elementary level, including the chairperson. Supplemental pay will be calculated by multiplying 2.5% by the annual salary set forth on Step 1 of the BA Column of the Teacher Salary Schedule plus \$20 per person in the department beyond 3.0 FTE

B. Experience Increments

- b.1 Minimum pay for a given position shall be determined by multiplying the percentage to the BA step one base.
- b.2 An experience increment shall be 5% of the base supplemental for the particular position.
- b.3 Experience at a similar position in the District shall be recognized up to five year maximum
- b.4 Outside coaching experience will be recognized based upon approved guidelines (9/1/2000)
- b.5 All years of experience in the same inter-scholastic sport will be recognized within the district.

C. Additional Positions

- c.1 The District may, from time to time, establish additional positions and determine the pay on the basis of comparability, or the District may discontinue positions which it determines are unnecessary.
- c.2 The District may, from time to time, increase or decrease the percentage of base salary paid for specific positions if the need for such positions increases or decreases provided that any such adjustments are based upon comparability.
- c.3 Nothing contained in this Appendix B shall be construed as limiting the District's absolute discretion to establish, discontinue, fill or not fill any of the positions listed above.
- c.4 The District shall give written notice to the President of the Association in the form of a letter attached to Board minutes of any positions so established and the percentages of base pay and any position discontinued and any position for which the percentage of base pay is adjusted.

D. Non-competitive Programs - Elementary and Middle School

- d.1 Each elementary and middle school will receive a base allocation and a per-pupil allocation for non-competitive programs not included in the schedule.
- d.2 Each building will make a non-competitive activity and budget proposal for approval prior to the issuance of supplemental contracts

E. Position Guides

APPENDIX D

Traditional Negotiating Procedures

- D-1 The procedure outlined in this Appendix, "Traditional Negotiating Procedures," will be used to replace the procedures outlined in Article 4, "Issues Resolution Procedures" in the event that an issue resolution procedure is not adopted on schedule as specified in Article 4, Section 2 or in the event that such issue resolution procedure is not completed to the mutual satisfaction of the parties.
- D-1-1 Items agreed to be negotiable are: Salaries, Fringe Benefits, Working Conditions, and Negotiation Procedures.
- D-2 Negotiations concerning amendments to this Agreement shall begin between March 1 and March 15 of each year and shall be completed not later than the first Friday of May of that year unless mutually extended by the parties. At the respective first negotiating sessions, the parties, through their respective negotiating teams, shall simultaneously present proposed ground rules and all of their respective proposals. In addition, the parties agree that the teacher salaries and the amount of the District's contribution to the existing group insurance plan shall be mutual items for negotiations.
- D-3 A written request for negotiations may be submitted by the Association to the Board or by the Board to the Association. A written response will be made by the receiving party within seven days of the receipt of any written request for negotiations. Copies of requests and responses will be sent to the Superintendent.
- D-4 Negotiation sessions between the parties' respective negotiating teams shall be conducted at mutually agreeable times and locations. All negotiation sessions shall be open to the public and the news media, unless mutually agreed otherwise.
- D-5 The names of the members of the respective negotiating teams will be exchanged at least three (3) days prior to the date of the first negotiating session. Each team will be limited to five members and two substitutes. In addition, each team may have no more than four (4) consultants at the table during any negotiating session.
- D-6 During negotiations, both parties will present relevant data, exchange points of view, and present proposals. Both parties have the right to request that their most recent proposal be answered in writing by the other party. All provisions of this Agreement not modified by the initial proposals submitted by the parties shall be considered tentatively agreed-upon provisions for inclusion in a successor agreement.
- D-7 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D-8 During negotiations, i.e., from the first ground rule session through the end of mediation, any information given to the news media or the public concerning the substance of negotiations, will be in writing and approved by both parties.
- D-9 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiation process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.
- D-10 Tentative agreements reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both parties. Complete agreement on any matter in negotiations is only reached when the parties have tentative agreement on all matters in negotiations. Tentative agreement by either party is necessarily conditional upon tentative agreement by both parties and a statement of agreed-upon articles shall be dated and initialed by both parties.
- D-11 Complete tentative agreement will not take place until it has been ratified by the majority of the members in the Association's next official meeting, and by the Board during its next official meeting. (*Revised 2018*)

- D-12 Each licensed non-administrative employee shall have access to an updated copy of this Agreement on the district web page. (*Revised 2015-2016, Revised 2018*)
- D-13 Impasse Resolution
- D-13-1 If, during the course of negotiations, the negotiating teams are unable to reach tentative agreement on all issues, either negotiating team may declare in writing that an impasse exists, and, if so declared, the parties shall submit any unresolved issues to mediation.
- D-13-2 After impasse has been declared and prior to the time any unresolved issues are submitted to mediation, a list shall be prepared including all items tentatively agreed upon and those items to be submitted to mediation. To clarify the differences between the parties, each item submitted to mediation shall show the last positions taken by each negotiating team. This list shall be signed by the chief negotiators for the respective teams and presented to the mediator.
- D-13-3 The mediator shall be selected in the following manner:
- D-13-3-1 If the negotiating teams are unable to agree upon a mediator within five(5) days of the date that impasse has been declared, they shall jointly request the American Arbitration Association to submit simultaneously to each team identical lists of the names of at least five persons skilled in mediating public school issues.
- D-13-3-2 Each team shall have five days from the date on which such list is received to cross off any names to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a team does not mail the list within the time specified, all names which appear on the list shall be deemed acceptable to that team.
- D-13-3-3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.
- D-13-3-4 If the teams fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.
- D-14 Conducting Mediation
- D-14-1 The format, dates, and times of mediating sessions will be arranged by the mediator. Such sessions will be closed.
- D-14-2 The mediator will meet with the teams either separately or together.
- D-14-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures described in Articles D-10 and D-11 shall apply. If mediation fails in whole or in part the mediator shall report the issues that remain in dispute to the respective parties.
- D-14-4 The costs of mediation and for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the parties.

D-15 Fact Finding

- D-15-1 If mediation described above has failed to bring about agreement on all of the issues submitted for mediation, either team may request that the issues which remain in dispute be submitted to a fact finder. The fact finder shall be selected in the same manner as provided in Article D-13-3 for the selection of a mediator.
- D-15-2 The fact finder shall have the authority to hold hearings and make procedural rules.
- D-15-3 Within fifteen days after conclusion of such hearing, the submission of a transcript of the hearing, if any, or submission of post-hearing brief, if any, whichever occurs last, the fact finder shall submit a report in writing to the Board and the Association only. The report shall set forth in the fact finder's findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor on the Association.
- D-15-4 Within five (5) days after receiving the report of the fact finder, the teams will meet to discuss the report. It should be understood that this meeting is a continuation of the negotiations process. No public news releases may be made until after the conclusion of such meeting or subsequent agreed-upon meetings.
- D-15-5 The respective parties shall take official action on the report of the fact finder not later than ten (10) days after the last meeting described above.
- D-15-6 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures described in Articles D-10 and D-11 shall apply.
- D-15-7 The costs of fact finding, and for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the parties.
- D-15-8 Either team may request that a certified court reporter take and/or transcribe a stenographic record of the evidence taken at the hearing. If such a record is transcribed, a copy of the transcript shall be provided to the fact finder. The team requesting a transcript shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of preparing such transcript.

APPENDIX E

Memorandum of Understanding: Shared Decision-Making

Date: June 19, 1997

The Fremont RE-1 School District and Cañon City Education Association (CCEA) support Shared Decision-Making. The philosophy for Shared Decision-Making should not restrict and become a large bureaucracy, but rather resolve issues that tend to undermine the confidence in decisions which are made. Each school's model should reflect the concept that there are some decisions that can only be made at specified levels of responsibility and are designated by law and policy. When decisions are made using Shared Decision-Making, the decision makers must be aware of the impact of the decision upon others and use the N+1 Decision-Making model to gather input from others within the school district and community. It is our hope that there will be strong participation in schools to ensure that our schools will be participative, team oriented, and parent and child focused. It is the intent that Shared Decision-Making will improve student performance, reflect individual building goals and foster mutual respect.

Definition:

Shared Decision-Making is a cooperative effort allowing decisions to be made at the level that is most affected by those decisions, using the given parameters: Authority, Knowledge, Respect, and Accountability.

Authority:

Each site will develop a culture for Shared Decision-Making. Each site group shall have the authority to make decisions within established parameters concerning, but not limited to:

- ◊ Building Goals
- ◊ Instructional Budget Allocation
- ◊ Scheduling
- ◊ Collaborative Planning & Staff Development
- ◊ Staffing (Use of Allocated Staff)
- ◊ Methods to Improve Learning
- ◊ Recommending the Hiring of Staff

Knowledge:

Based upon site requests, the District is committed to providing training opportunities to support the implementation of Shared Decision-Making. Each site will seek training opportunities for members of its group. Training may include, but is not limited to, C.C.E.A. training, workshops, topic specific classes, in-house training, etc.

Respect:

Each site group will make every effort to include the appropriate stakeholders in the Shared Decision-Making process.

Accountability:

Each site-based group will report, when appropriate, to the Interim Resolution Committee, Site Accountability Team, Building Administrator, or District Administrative Team. Site goals are to be reviewed annually by Building Accountability Teams, Interim Resolution Committee, and the District Advisory Committee.

In the years that the full Consensus Circle does not meet, the results of the Shared Decision-Making process will be shared with the School Board and the C.C.E.A. Executive Board.

Time Frame:

The Shared Decision Memorandum of Understanding will become effective July 1, 1997.

APPENDIX F

Memorandum of Understanding: Elementary Collaboration Time

Date: May 28, 1998

(Revised May, 2000)

Over the past few years there have been an increasing number of questions and concerns expressed over the use of elementary collaboration days. It is the desire of Consensus Circle to review the origin, intent and original purpose of the collaboration time.

In the spring of 1995 the special education task force introduced the following recommendation to the Board of Education: "For the staff to successfully implement the continuum and array of service, we recommend that the District commit resources to ensure that regular and consistent collaboration time occur for all instructional staff. Decisions concerning collaboration should be mutually determined by building staff, and that the collaboration time be in addition to minimal planning time allocation."

The District Accountability Committee proposed that 6 half days be added to the 1995-96 school calendar which would be allocated to elementary collaboration time. Those dates were added to the calendar beginning that year, and have remained a part of the calendar to date.

The 2002 Consensus Circle agreed that this would mean six (6) half days or the equivalent to provide flexibility in scheduling. (New 2001-2002)

The intent and purpose of elementary collaboration time includes:

- general education and special education collaboration concerning individual students
- grade level collaboration within a building
- collaboration between general education and specials teachers
- cross grade level collaboration within a building
- building wide collaboration

Maximum ½ day collaboration time can be designated for District-wide use. Notice of the scheduled date will be given to the Association as soon as possible. (New 1999-2000)

The collaboration time is not intended to be individual teacher planning time, to serve as an additional work day for staff, or District-wide staff development (defined as training focused on an identified topic). (Revised 1999-2000)

The members of Consensus Circle would like to restate to teachers and administrators that the use of Elementary Collaboration Time should be mutually developed and agreed upon within each elementary building. The usage of the collaboration day should be documented and distributed to the affected staff.

APPENDIX G
(re-lettered 2015-2016)

INTERIM ISSUES RESOLUTION PROCESS

Name:

Site:

Date:

State the Nature of Your Concern:

What steps or contacts have you already taken or made to remedy your concern?

What is your desired outcome?

Response from Association Representative:

Association Representative Signature

Date

Copies to Building Principal, Association President and Superintendent

APPENDIX H
(re-lettered 2015-2016)

ASSOCIATION REPRESENTATIVE LOG SHEET

Building:

Issue:

Steps Taken on this issue

Date

Action Taken

Resolution:

Association Representative Signature

Date

APPENDIX I
(re-lettered 2015-2016)

Recognition of District Committee Work
(New May 2000, Revised 2000-2001)

The District recognizes that involvement in District committee work is of benefit to the District. Committees may include: curriculum, standards, textbook selection (multi-grade level), and other committee work that produces a recommendation or product. The District Administration will have the authority to set committee membership size, and duration of said committees. (Reference: "Payment for District Committee Work")

Such committee work will be recognized through a point system, to provide different types of recognition. The criteria would be set and reviewed by the District and Association leadership. They would certify the committee and the award structure prior to the start of the committee's work, and re-evaluate the award structure as committee work dictates.

Types of recognition could include, but not be limited to: Colorado Department of Education Credit, professional subscriptions, membership to a professional organization, educationally related conference fees, cash payment, educational tools, and travel expenses to educational conferences.

APPENDIX J
(re-lettered 2015-2016)

Professional Licensing Fees
(New 2006-2007)

The District will reimburse annual membership/certification fees to NASP for School Psychologists and to ASHA for Speech Language Pathologists as long as the District receives Medicaid reimbursement and that certification results in higher reimbursements. In addition, fees will be paid as long as Medicaid funding can be used to reimburse the above professionals. (New 2006-07)

Memorandum of Understanding: Alternative Employment Contracts
Post Retirement Option
(Revised 2018)

A licensed non-administrative employee of Canon City Schools who retires under PERA, and who wishes to return to work for Canon City Schools the school year immediately following their retirement into PERA shall be afforded that opportunity. It is understood that the employee who chooses to accept the Post Retirement Alternative Employment Contract has chosen to break the continuing contract provisions related to teacher status which are set forth in state law (CRS 22-63-203). The employee will be subject to the "working after retirement" restrictions in state law.

These individuals will be afforded and/or will abide by the following conditions outlined in the Professional Agreement:

- All provisions set forth in Article 5 "Teaching Hours, Teaching Loads and Teaching Schedules"
- All provisions set forth in Article 6 "Extended Work Day Duties"
- All provisions set forth in Article 10 "Controversial Issues"
- All provisions set forth in Article 14 "Licensed Non-Administrative Employee Protections"
- If the employee wishes to retain membership in Canon City Education Association the District will, upon request, deduct from salary money sufficient to pay the dues to the Association.
- The supplemental salary schedule as set forth in the current Professional Agreement.

The employee will not have access to any other provisions of the Professional Agreement. It is agreed that the following procedure will be implemented should the licensed non-administrative employee under an alternative contract, or the supervisor have cause to seek resolution of a conflict or an issue related to performance or working conditions. A committee comprised of the Director of Human Resources and a CCEA representative, or another staff member of the employee's choosing, will hear the complaint and submit the issue and a proposed recommendation to the Superintendent who will, at his sole discretion, direct action on the issue. The Superintendent's decision may not be appealed.

These same opportunities will be afforded to all licensed non-administrative employees as long as it is a benefit to the school district and in keeping with the spirit of the Master Agreement. *(new 2018)*

**Memorandum of Understanding: Non-Supplement Contracts High School
May, 2007**

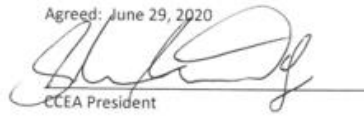
1. The activity must be tied to curricular standards
2. The activity must be directly tied to curricular funding outside of the general budget (i.e. Carl Perkins).
3. Activity is scheduled on a Sunday or designated school holiday on district calendar.
4. Compensation will be awarded in the form of a day similar to annual leave:
 - i. Overnight supervision = ½ day
 - ii. Holiday = 1 day
 - iii. Sunday = 1 day
5. Compensation will be awarded to each sponsor required to attend.
6. Use of the compensation will follow Master Agreement guidelines for annual leave as laid out in Article 9-4.
 - Exception: that the leave cannot convert into sick leave as stated in 9-4-4
 - The sponsor compensation time day cannot be converted into monetary compensation.
 - The sponsor compensation time will be forfeited if not used during the current school year.
7. Process for use and approval of activity and compensation:
 - Written requests for permission for the group and sponsor to participate must be submitted to building leadership. Request to be submitted on Field Trip Form B.
 - Request must be submitted with as much advanced notice (months) as possible.
 - Upon approval, sponsor will complete the personnel activity form.
 - Mark student supervision
 - Under explain relation to district business write-in "extracurricular compensation equal to ____ annual day(s).
8. For the 2007-2008 this practice only applies to CCHS programs directly tied to Carl Perkins Funding.
9. Consideration for all eligible programs at CCHS will be considered for the 2008-2009 school year. By no later than October 1, 2007, a task force will review all eligible programs for non-supplemental compensation. The task force will provide a written report and recommendations to the bargaining team by spring 2008.

Memorandum of Understanding: Reasonable and Equitable Class Sizes
June, 2020

A committee will be created to design a guiding document outlining appropriate student to teacher ratios based on best practices (by September 1, 2020), and refer to this document each year as FTE and budgeting decisions are made. It is understood this may take several years to achieve. This includes a recommendation that a long-term sub is hired to a grade level whenever such is needed.

Also, buildings will use a shared decision-making process to determine class levels which must be approved by the central administration on an annual basis, and if not approved, a district-level administrator will re-facilitate the decision-making processes at the building level.

Agreed: June 29, 2020


CCEA President


Superintendent

**Memorandum of Understanding: Teacher coverage when there is a substitute shortage
March, 2021**

During bargaining in 2015, an issue regarding elementary staff having to take someone else's class due to a sub shortage was brought to bargaining. From this issue, Master Agreement Language 5-5 was written.

Master Agreement 5-5 states, "Any teacher who takes all or a portion of another teacher's class for the full day due to a sub shortage shall be compensated the daily rate the district pays for a substitute teacher. If two or more teachers split the class reassuring coverage the daily sub rate shall be shared equally. A teacher may voluntarily waive such compensation. (New 2015-2016)"

The intention of 5-5 was when a teacher takes an ADDITIONAL class size because a staff member must be gone and is using personal leave and there is no sub. During the COVID-19 pandemic, we have experienced a sub shortage. Teachers, however, have not combined classes. We have instead utilized instructional staff who did *not* have a classroom to move into the classroom that needed a teacher. Some staff simply have the flexibility with their roles to step into a situation where they leave their current assignment to fill in another assignment with similar roles. For example, a Title One Teacher cancels small groups to teach a class, or Tech-Teacher moves into the classroom during a day they were coaching. These situations reflect a *change of duties* for the day, *not taking on both* responsibilities. The district recognizes this can be a burden.

It is recommended that for the remainder of our time until we can update this language during bargaining 2022 to be clearer, if a teacher is asked to move posts/assignments for the day in the same type of duty, they will receive a \$50 stipend if more burdensome duties are added to the teacher. This stipend will be determined in collaboration with the staff member, principal, and HR director. The HR director will make the final decision.

Agreed:


CCEA President

 3/23/21
Superintendent