

# Master Contract

Greeley-Evans School District 6

**Contract Effective: July 1, 2015**

## **BOARD OF EDUCATION**

Mr. Roger DeWitt, President  
Mr. Logan Richardson, Vice President

### **Directors:**

Mr. John Haefeli  
Mr. Steve Hall  
Mr. Doug Lidiak  
Dr. Julia Richard  
Ms. Rhonda Solis

### **Superintendent:**

Dr. Deidre Pilch

## **NEGOTIATION TEAM:**

### **GREELEY-EVANS SCHOOL DISTRICT 6**

Mr. Wayne Eads, Co-Chair  
Mr. James Branum, Co-Chair  
Dr. K. Kevin Aten  
Dr. Amie Cieminski  
Dr. Stacie Datteri  
Mrs. Meggan Sponsler  
Mr. Wesley Tuttle  
Mrs. Kathi VanSoest

### **GREELEY EDUCATION ASSOCIATION**

Ms. Patricia Otto, Co-Chair  
Mr. Kelly Longacre, Co-Chair  
Mrs. Dawn Feinberg  
Mrs. Lynne Lang  
Mr. Brian McKinnon  
Mr. Mike McNamara  
Mr. Ron Anderson

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COMMITTEES, COUNCILS, JOINT STUDY/RECOMMENDATION GROUPS

Sick Leave Committee	Article VIII, Section M.3
Sick Leave Donation	Article VIII, Section N.4
Insurance Benefits Committee	Article XI, Section A.3
Performance Pay	Article XXIV
Performance Pay	Memorandum of Understanding
Certified Performance Evaluation	Memorandum of Understanding
Benefits Committee	Memorandum of Understanding
Salary Committee	Memorandum of Understanding
Elementary & Secondary Education Act	Memorandum of Understanding

## Greeley-Evans School District 6 Creed

We are committed to fostering a culture in which we protect and practice:

- supportive collaboration and trust
- caring, celebration and humor
- high expectations for ourselves and others
- valuing human dignity and diversity
- freedom to question and disagree with respect
- honoring people's personal and professional time
- freedom with responsibility

Most of all, we share a passion for quality.

### Focus of Effort

The Board and the GEA recognize that the demands on its employees are significant. The District's efforts to respond to community expectations, state standards, assessments, and federal mandates require considerable time and energy on the part of its employees and constituents. With the intent of supporting schools as they focus on District Goals, we agree to:

- Foster an environment where the identification and modification of issues that will facilitate the delivery of instruction is encouraged.
- Encourage the reduction and/or elimination of non-essential activities to allow greater focus on productive efforts.
- Foster an environment where programs are periodically reviewed and, if no longer viable, abandoned or allowed to sunset.

The intent of this memorandum is to allow the District and individual schools to focus on those goals that will facilitate student achievement.

**ARTICLE 1**  
DEFINITIONS

- A. The term ACCRUED, as used in this agreement, means those sick days and/or discretionary days that certified/licensed employees have previously earned, accumulated, and have available for use.
- B. The term ADMINISTRATIVE WORK DAY, as used in this agreement, means any day that the Educational Services Building is officially open.
- C. The term ADMINISTRATOR, as used in this agreement, means any employee paid on the Administrator Salary Schedule.
- D. The term ASSOCIATION, as used in this agreement, means the Greeley Education Association.
- E. The term BOARD, as used in this agreement, means the Board of Education of School District No. 6, County of Weld, State of Colorado.
- F. The terms BOARD and ASSOCIATION, as used in this agreement, includes authorized officers, representatives, and agents.
- G. The term CALENDAR, when used to modify the words "year" or "month" in this agreement, means a period of time inclusive of weekends, holidays and school vacations.
- H. The term CONTRACT DAY, as used in this agreement, means any of the 184/188 basic contract days, including new teacher orientation that an employee is under contract according to the adopted school calendar. Contract extensions are not applicable. Per diem shall be figured as 1/184 of the employee's regular salary. (Revised 2001, 2002, 2003, 2004, 2005, 2006, 2007/2008, 2009)
- I. The term CONTRACT EXTENSION (EXTENDED CONTRACT), as used in this agreement, means annual contract days that exceed the basic contract days, as defined in letter H of this article, and constitute a term and condition of the employee's primary assignment.
- J. The term DIRECTOR, as used in this agreement, means a District employee with a contract denotation of director.
- K. The term DISTRICT, as used in this agreement, means School District No. 6, County of Weld, State of Colorado.
- L. The term EMPLOYEE as used in this Agreement shall refer to all licensed non-administrative personnel, teachers in residence, and alternative licensure teachers, licensed by the Colorado State Department of Education and the District payroll. The term Employee shall not include temporary or substitute personnel. (Adopted 2009)

- M. The term EVEN YEAR, as used in this agreement, means a school year that begins in an even number, e.g., 1998-99.
- N. The term FINANCE DEPARTMENT, as used in this agreement, means that specific department within the central office that performs finance, accounting, and payroll functions.
- O. The term FISCAL YEAR, as used in this agreement, means the period of time from July 1 through June 30.
- P. The term HUMAN RESOURCES DEPARTMENT, as used in this agreement, means that specific department within the central office that performs functions associated with human resources and professional development.
- Q. The term ODD YEAR, as used in this agreement, means a school year that begins in an odd number, e.g., 1997-98.
- R. The term PARTIES, as used in this agreement, means the Board and the Association as participants in this agreement.
- S. The term PRINCIPAL, as used in this agreement, means any building administrator or designee or the administrator of any work location.
- T. The term PROJECTED, as used in this agreement, means those sick days and/or discretionary days that certified/licensed employees have yet to earn or accumulate but which are available for use.
- U. The term SCHOOL YEAR, as used in this agreement, means the period of time from the first contract day through the last contract day.
- V. The term STUDENT DAY, as used in this agreement, means a day in which school is in session for students. NON-STUDENT DAY means a day in which school is not in session for students. (Adopted 2007/2008)
- W. The term STUDENT CONTACT DAY, as used in this agreement, means the time between the starting and the ending of the regular student school day, including all transitions before and after school. (Adopted 2007/2008)
- X. The term SUPERINTENDENT, as used in this agreement, means the Superintendent of Schools of School District No. 6, County of Weld, State of Colorado.
- Y. The term TEMPORARY EMPLOYEE, as used in this agreement, means any employee hired to fill a temporary position of less than one-half (1/2) of the scheduled work year. (Adopted 2003)
- Z. The term ONE-HALF OF THE SCHEDULED WORK YEAR for full-time contracted employees, as used in this agreement, means the lesser of 90 work days or one semester. (Adopted 2003)

- AA. The term WORK DAY, as used in this agreement, means the part of the day during which an Employee works. (Adopted 2007/2008)
- BB. The term WORK WEEK, as used in this agreement, means the hours or days of work in a calendar week. (Adopted 2007/2008)

**ARTICLE II**  
EXCLUSIVE RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole negotiation representative for any employee paid on the Certified/Licensed Personnel Salary Schedule. (Revised 1/1/91)
- B. If at any time the Board receives a petition signed by thirty (30) percent of the bargaining unit, the Board will schedule a representative election. The election will be conducted under the rules of the American Arbitration Association.
- C. Expansion of the employees represented by the Association will occur at such times and upon such terms and conditions as are mutually agreed upon between the Board and the Association. In deciding what classifications of employees are appropriate, the Board intends to consider the expressed desires of the affected employees whether reflected by petitions or by a vote on that issue. Although the Board reserves the right to reject inclusion, it is likely that the Board would favorably consider inclusion of an appropriate employee group whose majority of membership has favored the Association representation in a fair and impartial election, conducted without cost or expense to School District 6. (Adopted 1/1/91)
- D. An administrator and employee are encouraged to meet to resolve concerns at the lowest level possible. The employee may discontinue the meeting and ask for representation if needed. An employee has the right to take an Association representative with them to any meeting/conference.

**ARTICLE III**  
AUTHORITY

- A. Nothing contained herein is intended to nor will conflict with, contravene, abrogate, diminish, or affect in any way the power, authority, and the duties and responsibilities vested in the Board by the Statutes and Constitution of the State of Colorado.
- B. During any budget year, if the Board of Education of the School District determines that the anticipated revenues specified in the budget and the amounts appropriated in the budget for expenditure exceed the actual revenues available to the School District due, in whole or in part, to action by the General Assembly or the Governor relating to the state appropriation for the District's total program, the Board may declare a fiscal emergency in such budget year. A declaration of fiscal emergency may only occur upon an affirmative vote of a majority of the members of the Board at a public meeting. The Board of Education shall hold at least one public hearing within the District after full and timely notice to the public.



If a fiscal emergency is declared by the Board of Education pursuant to Article 22, Colorado Revised Statutes, the Board may implement a reduction in salaries for all employees of the School District on a proportional basis or may alter the work year of such employees.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

#### A. Material Distribution/Orientation

1. The Association shall have permission to participate in the District planning committee for new employee orientation and participate in new employee orientation meetings.
2. The Association shall have permission to distribute materials and information to employees throughout the year, including during orientation meetings and to employees new to the District. The faculty representative shall provide copies of all such materials to his/her building principal at the time of distribution. The Association president or designee shall provide copies of all such materials to the superintendent's office at the time of distribution. (Revised 2001, 2007/2008, 2009/2010)

#### B. Committee Representation

1. The Association President or his/her designee shall have the opportunity to serve on all committees and Joint Study Groups referenced in the Master Contract, plus the following:
  - a. Professional Communications Council/SolComm
  - b. Curriculum Council
  - c. Professional Development Committee
  - d. District Accountability Committee
2. The above is not intended to discourage or prevent the appointment of the Association President on other committees. The President may serve on other committees with the approval of the Superintendent.
3. Whenever feasible, the Association may submit names for possible membership and provide input into the selection of Employees on district-wide committees.

#### C. Professional Communications Council (PCC)/Solution Communications Council SolComm)

1. The PCC/SolComm shall be composed of the Association President (or designee when the President indicates s/he is not available), three (3) individuals appointed by the Association President, the Superintendent (or designee when the Superintendent indicates s/he is not available), and three (3) individuals appointed by the Superintendent. The group may be expanded by mutual agreement. (2009)

2. The PCC/SolComm shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system and/or educational problems of common concern. Special meetings may be called by the Superintendent and the Association President.
3. The council has no power to amend or modify the Master Agreement, nor is the council intended to replace negotiations or the grievance process.
4. The PCC/SolComm may meet outside of the student contact day. However, Association representatives on the Professional Communications Council shall be released from duties if it is jointly decided to hold such meetings during the work day. If substitutes are required, the Office of the Superintendent shall provide the substitutes.
5. An agenda for each meeting shall be prepared in cooperation between the Association and the Superintendent or the Superintendent's designee.
6. The committee may appoint temporary subcommittees for study, or other purposes as it may deem appropriate. (Adopted 2007/2008)
7. In addition to the meetings of the PCC/SolComm, the Superintendent and the Association President will meet once a month, or as mutually agreed. (2009)

#### D. Release Time

1. The Association representatives will be granted thirty (30) contract days release time per school year to attend the Colorado Education Association Delegate Assembly. The Board will furnish substitutes for these representatives.
2. The Association will designate the individuals who may use GEA leave days. The Association will reimburse the District at the substitute rate for the use of any GEA leave days.
3. The president of the Association will be granted 100% release time with full pay and benefits during the term of office and will receive full experience credit and advancement to the appropriate step of the salary schedule annually. At the end of his/her term in office, the former Association president will return to the same or comparable full-time assignment within the same school building, if he/she so requests.
  - a. The Association will reimburse the Board monthly for the salary and benefits of a Column 1, Step 1 employee hired to replace the president in the classroom.
  - b. The Association, at its own expense, may opt to provide additional compensation to elected officers for additional Association duties. The Association will reimburse the District for the cost of the compensation and related percent-based benefits (excluding health and dental insurance).
4. The president of the Association and/or designee(s) has the right to visit schools, providing there is no disruption of the normal duties of the staff. Such visits will

be coordinated with the principal. It is further understood that the president will meet with the Superintendent once a month at a mutually agreed upon time.  
(Adopted 1984; Revised 1998, 1999, 2000, 2004)

## E. Payroll Deductions

### 1. Association Dues

- a. The Board agrees to deduct from the monthly salary of employees who are members of the Association one-twelfth (1/12) (or prorated if less than 12 months) of the employees' dues for the Association and its affiliates and to transmit the monies to the Association on or before the 10<sup>th</sup> contract day of the following month. When an employee is employed half-time or less, the dues will be deducted at one-half (1/2) the full rate.
- b. The Association will conduct an open membership period for payroll dues deduction from September 1<sup>st</sup> to September 30<sup>th</sup> annually. During this time only, the Association will accept or discontinue membership upon the written request of an employee. Memberships are for a minimum of 12 months (or prorated if less than 12 months).
- c. New employees hired after the open membership period shall have thirty (30) days to apply for payroll dues deduction.

### 2. Political Action Committee (PAC) Contributions

- a. The Board agrees to deduct contributions for PAC from the salaries of Association members as the members individually and voluntarily authorize through the Association. The contributions will be deducted monthly, and in whole dollar amounts. The Association will inform the Finance Department of changes in the PAC deduction.
- b. Participating members' deductions shall continue from year to year unless the deduction is discontinued in writing to the Association. Participants shall be enrolled or allowed to adjust the amount of PAC deduction only during the open enrollment period between September 1<sup>st</sup> and September 30<sup>th</sup> of any school year.

### 3. Miscellaneous

- a. Payroll deduction will cease with the employee's last paycheck.
- b. The Association will inform the Finance Department of changes in payroll deduction by the fifteenth (15<sup>th</sup>) of the month in which the change is to occur.
- c. The Association will hold the Board harmless against any claims asserted against the Board or employees of the District arising out of or occasioned by the deduction and remittance of monies in accordance with said authorization.

## **ARTICLE V**

### **NEGOTIATIONS**

#### **A. Scope**

1. During the odd year (odd year means a school year that begins with an odd number such as 1999-00) of this agreement, the Board representatives will meet with the Association representatives, as outlined in the Negotiation Procedure, to negotiate in an effort to reach agreements pertaining to:
  - a. General Salary Schedule
  - b. Performance Pay
  - c. Co-curricular Salary Schedule
  - d. Retirement Payment
  - e. Sick Leave Reimbursement
  - f. Health and Dental Insurance
  - g. Sabbatical Leave
  - h. Negotiations Process
  - i. Scope of Negotiations for the following year
  - j. Any Article in which recommendations were brought to the bargaining teams by a joint study group, committee, task force, cadre, council, or other group so charged by this Master Contract or a written Memorandum of Understanding between the Board and Greeley Education Association.

No more than six (6) additional items. (An item is defined as any existing or proposed single-subject article of this agreement or a single-subject titled subdivision of an article. If there is a question as to whether an item submitted for negotiations fits within this definition, the question will go immediately to expedited advisory arbitration, as outlined by the American Arbitration Association.)

All agreements reached as a result of negotiations during the odd year of this agreement shall become effective July 1<sup>st</sup> of that year unless otherwise stated.  
(Revised 2000, 2007/2008)

2. During the even year (even year means a school year that begins with an even number such as 1998-99) of this agreement, the Board representatives will meet with the Association representatives, as outlined in the Negotiation Procedure, to negotiate in an effort to reach agreements pertaining to:
  - a. General Salary Schedule

- b. Performance Pay
- c. Co-Curricular Salary Schedule
- d. Retirement Payment
- e. Sick Leave Reimbursement
- f. Health and Dental Insurance
- g. Sabbatical Leave
- h. Negotiations Process
- i. Scope of negotiations for the following year
- j. Any article in which recommendations were brought to the bargaining teams by a joint study group, committee, task force, cadre, council or other group so charged by this Master Contract or a written Memorandum of Understanding between the Board and the Greeley Education Association.

No more than twelve (12) additional items. (An item is defined as any existing or proposed single-subject article of this agreement or single-subject titled subdivision of an article. If there is a question as to whether an item submitted for negotiation fits within this definition, the question will go immediately to expedited advisory arbitration, as outlined by the American Arbitration Association.)

All agreements reached as a result of negotiations during the even year of this agreement will become effective July 1 of that year unless otherwise stated. (Revised 2000, 2007/2008)

3. The provisions of this article shall not be construed to limit the authority of the Board and the Association to discuss other issues of mutual concern outside of the formal negotiations process.

## **B. Negotiation Procedure**

By December 1<sup>st</sup> of each year during the term of this agreement, two (2) representatives of the Board and two (2) representatives of the Association will meet to develop the negotiation procedures to be recommended for the current year to the Board and the Association. In formulating procedures, these representatives will recognize the needs of both parties and attempt to find solutions that incorporate the needs of both in the spirit of the contract development process. If an agreement regarding negotiation procedures cannot be reached by January 15<sup>th</sup>, a process including the following nine (9) paragraphs will be used. (Revised 1995)

1. If negotiations for any fiscal year are desired, a written request will be submitted by the Association to the Board or the Board to the Association on or before the second Friday in February.

2. A preliminary discussion of "protocols" for conducting negotiations may be held prior to the opening session. Those present may be the spokesmen for each team, the Association president, and the Superintendent or designee.
3. The parties will exchange their proposals simultaneously, as determined under Scope, no later than the first Monday in March. Contents of these proposals will be made available to the media at the time they are exchanged. Copies of proposals submitted by both parties will be posted in all schools on the first contract day after exchange.
4. The first session of negotiations will take place before the end of March. Thereafter, meetings will be scheduled at the convenience of the parties. If needed, there will be no less than six hours of negotiation time per week. This requirement may be waived by agreement of the spokesmen for each team.
5. Within ten (10) administrative workdays after receiving a request for information, the Board agrees to provide and furnish to the Association currently available information that will assist the Association in negotiations.
6. The Board and the Association agree to negotiate in good faith, endeavoring to give direction to their respective negotiation teams, in an effort to reach agreement on matters submitted in their proposals.
7. Both parties, if they so desire and at their own expense, may use the services of outside consultants and call upon proper representatives to assist in the negotiations.
8. If negotiations are scheduled during a contract day, Association negotiators (5) and the Association president may be relieved of regular assignments without loss of pay if agreed by the superintendent on behalf of the Board.
9. Negotiations between the agent(s) of the Board and the Association will be conducted in open sessions.

### **C. Joint Study/Recommendation Groups**

1. The negotiations team will identify committees to address topics brought to the negotiations table for consideration.
2. After the negotiations team has approved a topic and time frame, the first meeting of the study group will be held as soon as practicable. A final report date will be established for each committee.
3. Generally, the meetings of the groups shall take place outside of normal school hours. Exceptions must be approved by the Superintendent. The time and meeting place shall be determined by the members of the study group.
4. The Administration and Association will have equal representation on each group. However, no study group shall exceed a total of ten (10) in number. The Administration and the Association will choose their own representatives.

5. Each party will select a co-chairperson based on the subject matter to be discussed.
6. The negotiations team will require periodic reports on the standardized form in the memoranda of understanding. The completed form will be sent to each committee member, the GEA President, and the Superintendent.
7. The negotiations team shall give the committee a specific charge and identify a specific product. Topics directed by the negotiations team to groups should be thoroughly studied. If the group fails to reach unanimity, the majority report and recommendations shall be submitted with any minority reports.
8. Recommendations shall be made in writing and signed by the co-chairs accompanied by a list of the members of the joint study group. These recommendations shall be distributed to the Superintendent and the GEA President before annual negotiations and shall be considered suggestions for negotiations.

#### **D. Financial Obligations**

All financial obligations of the Board of Education within the meaning of the term "financial obligations" under Article X, Section 20 of the Colorado Constitution, Amendment One and CRS 22-32-110(5) and CRS 22-44-115 set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to the GEA no later than April 30<sup>th</sup>. The parties agree to meet within five days of such notice to negotiate such provisions. (Revised 2000)

#### **E. Impasse Procedure**

1. If tentative agreement is not reached within the scope of negotiations by the third Friday in May, settlement of unresolved issues will be sought through this procedure, unless negotiations are extended by mutual consent. At any time, impasse may be declared by either party. Nothing contained herein will preclude the parties from developing an alternate impasse procedure to replace the procedure contained in this section.
2. Mediation may be requested by either party, in which case, a mediator will be assigned by the Federal Mediation and Conciliation Service. The parties may agree upon an alternative method for choosing a mediator.
3. The parties agree to participate in mediation with respect and in good faith with the goal of resolving all outstanding issues. The parties acknowledge that the role of the mediator is to facilitate discussions between the parties and to promote compromise through a process that leads to a mutually agreed upon result. The parties hereby commit to such a process, and agree to work together and with the mediator to conduct mediation sessions in a manner that maximizes the opportunities for success.

4. If mediation does not lead to a resolution, the Board will render a final decision on any unresolved issue. The parties acknowledge that having the Board impose a resolution should be avoided if possible, and the parties agree to participate in mediation with the goal of avoiding such a result. (Revised 1999, 2000, 2011)

**ARTICLE VI**  
EMPLOYEE CONCERNS

- A. The concern communication process should be used to examine concerns not specifically covered by the grievance procedure.
  1. Employees with a concern should discuss it with the principal and/or immediate supervisor.
  2. If the concern is not satisfactorily resolved, employees have recourse to continue the process by submitting to the principal and/or immediate supervisor a Concern Communication Form, which may be obtained at their work location.
  3. After considering the available resources and alternatives, the principal and/or immediate supervisor will respond in writing on the form within ten (10) contract days.
  4. If the concern is not satisfactorily resolved at this point, employees have recourse to continue the process by requesting, through the principal and/or immediate supervisor, that a meeting be held with employee, principal and/or immediate supervisor, and the appropriate director within five (5) contract days.
  5. Having considered the available resources and alternatives, the appropriate director will render a decision in writing on the form within ten (10) contract days after the meeting.
  6. If the concern is not satisfactorily resolved at this point, employees have recourse to continue the process by requesting, through the principal and/or immediate supervisor, that a meeting be held with the employee, principal and/or immediate supervisor, appropriate director, and the Superintendent or designee within five (5) contract days.
  7. Having considered the available resources and alternatives, the Superintendent or designee will render a decision in writing on the form within ten (10) contract days.
- B. For concerns involving working relationships:
  1. Employees with a concern should discuss it with the principal and/or immediate supervisor.
  2. If the concern is not satisfactorily resolved, employees have recourse to continue the process by submitting a Concern Communication Form to the appropriate administrator within five (5) contract days. A copy of the form will be sent to the principal, immediate supervisor, or other pertinent parties.



3. After considering alternatives, the appropriate administrator will render a decision in writing within ten (10) contract days.
4. If the concern is not satisfactorily resolved at this point, employees have recourse to continue the process by submitting a Concern Communication Form to the Superintendent within five (5) contract days.
5. After considering alternatives, the Superintendent or designee will render a decision in writing within the ten (10) contract days.

#### C. Miscellaneous

1. A Class Action Concern is defined as a concern that affects more than one employee and/or subject matter that concerns more than one building.
  - a. Employees with a concern should discuss it with the appropriate director.
  - b. If the concern is not satisfactorily resolved at this point, employees may submit a Concern Communication Form to the appropriate director.
  - c. The appropriate director will respond in writing on the form within ten (10) contract days.
  - d. If the concern is not satisfactorily resolved at this point, employees may request a meeting be held with the Superintendent or designee within five (5) contract days.
  - e. Having considered available resources and alternatives, the Superintendent or designee will render a decision in writing on the form within ten (10) contract days.
2. Neither the Board nor any member of the administration will take reprisals affecting the employment status of any party in interest, an Association representative, or any other participant in the concern process by reason of such participation.
3. If any meetings are held at any point in the concern process, the person(s) with the concern and/or the appropriate director may invite any individuals they feel are necessary.
4. Notwithstanding anything in this Article VI to the contrary, at each stage of the process, an administrator other than the administrator who rendered a decision at a lower level of the process will conduct the employee concern meeting and make the decision. (Revised 2012)

**ARTICLE VII**  
GRIEVANCE PROCEDURE

**A. Definition**

1. A GRIEVANCE is a complaint that there has been deviation from or misinterpretation or misapplication of an Article of this agreement or a personnel policy or a personnel practice.
  - a. A PERSONNEL POLICY is any policy and procedure of the Board pertaining to personnel as listed below, and the 'G' series of the policy manual, with the exception of policies listed in number 2 below. The Chief Human Resources Officer and the President of GEA, and/or their designees, will meet at least quarterly to review all new policies and procedures and determine whether or not they qualify as personnel policies.
    - 1). Personnel Policies included:
      - a). IB (Removed from BOE Policy 2009, refer to CRS 22-32-109(1)(r))
      - b). ADC
      - c). EEAEAA
      - d). DKA (Removed from BOE Policy 2009, refer to Financial Procedure Handbook)
      - e). DKC (Removed from BOE Policy 2009, refer to Financial Procedure Handbook)
      - f). DDBA (Removed from BOE Policy 2009)
      - g). DLB (Removed from BOE Policy 2009, refer to Financial Procedure Handbook)
    - 2). Personnel Policies not included:
      - a). GBH
      - b). GCO/GDS  
(Revised 2003, 2012)
  - b. A PERSONNEL PRACTICE is the mode or usual method of doing something or customary action with respect to personnel.
2. The expression COMMUNICATE WITH IN WRITING as used in this agreement implies that said document is to be hand-delivered or postmarked within the prescribed time line.
3. A GRIEVANT is the employee lodging a grievance as that term is defined in this article.
4. A PARTY IN INTEREST is the grievant or any person that might be required to take action or against whom action might be taken in order to resolve the claim or complaint.
5. INFORMAL PROCEDURE is the level at which the parties attempt to resolve dispute prior to formalizing the issue in written format. (Added 1995)

## **B. Purpose**

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances. Both parties agree that these proceedings will be kept confidential.
2. Nothing contained herein will be construed as limiting the right of any employee to discuss an alleged grievance informally with any appropriate member of the administration, and to have the matter resolved without intervention by the Association, provided that the resolution is not inconsistent with the terms of this agreement, and that the Association has been given an opportunity to be present and to state its views.
3. Where disputes involving the interpretation of the written document between the Association and the Board cannot be solved by agreement, it is the purpose of this grievance procedure that they be resolved on the basis of evidence directly related to this document. The president of the Association and the Superintendent will meet to determine whether the dispute should be submitted to a referee. Such disputes will be procedural, technical and/or definitional only.
  - a. The referee will be selected as follows:
    - (1) Each party compiles a list of the names of five (5) impartial community members that are qualified and willing to serve.
    - (2) As referees are needed, the Board and the Association will alternate choosing one from their own lists. The first referee will be selected by the Board.
    - (3) Selection is based on the referee's availability to hear and rule on the dispute in a timely manner.
  - b. Referees will attempt to hear and rule on disputes as quickly as possible, but must do so no later than five (5) contract days after receiving the assignment.
  - c. The decision of the referee will be communicated in writing to the grievant, the Superintendent and the Association president.
  - d. Referees are paid per dispute; costs are shared by the parties.
  - e. The referee system is not intended to preclude the continued processing of the substantive grievance up to, but not including, Level IV.

## **C. Rights to Representation**

1. Neither the Board nor any member of the administration will take reprisals affecting the employment status of any party in interest, an Association representative, or any other participant in the grievance procedure by reason of such participation.

2. Any employee may be represented by a member or officer of the Association or by a person(s) of his/her own choosing at any level of the grievance procedure, except that the employee may not be represented by a member or officer of any teacher organization, other than the Association. The Association will have the right to be present and to state its views at any level of the grievance procedure; the administration also will have the right to include a representative at any level.
3. The Association has the right to bill non-members represented by the Association for its cost of arbitration.

#### **D. Procedures**

##### **1. Informal**

Employees with a concern are encouraged to meet with their principal and/or immediate supervisor to discuss the concern. If the concern arises from a perceived violation that could be the basis for a grievance, the concern should be discussed within five (5) contract days of the date the alleged violation occurred or became known to the employee. With mutual agreement additional persons can assist with this process. (The Association and Administration have individuals trained to assist). (Revised 1995)

##### **2. Formal**

If the concern is not satisfactorily resolved, employees have recourse by submitting to their principal or supervisor a grievance in accordance with the provisions of this article. The grievance must be filed within twelve (12) contract days of the informal meeting with the principal or supervisor or within twelve (12) contract days of the date of the alleged violation if the informal discussion is not requested. (Revised 1993)

When a grievance is initiated, it will be filed at the grievance level at which the alleged violation occurred. If the hearing officer, at which level the grievance has been filed, determines the grievance should be heard at a different level, that determination must be communicated to the grievant within five (5) contract days from the date that the grievance was originally filed.

- a. Level I—The grievant will request a Level I grievance hearing within twelve (12) contract days immediately following the informal discussion, if held, of the act or condition which is the basis of the grievance.

- (1) The grievant and the principal will discuss the grievance in a scheduled conference held five (5) contract days within receipt of the grievance.

- (2) Within ten (10) contract days after hearing the grievance, the principal or supervisor will communicate his/her decision in writing to the grievant and to the Association.

- b. Level II—If the matter is not resolved at Level I, the grievance must be submitted to the appropriate director within ten (10) contract days following receipt by the grievant of the Level I decision. The grievance will be stated in

writing and will set forth specifically the acts or conditions and the grounds on which the grievance is based, and the Articles, personnel policies or personnel practices allegedly violated.

- (1) The grievant and appropriate director will discuss the grievance in a scheduled conference held five (5) contract days within receipt of the grievance.
  - (2) Within five (5) contract days after hearing the grievance, the director will communicate his/her decision in writing to the grievant and to the Association.
- c. Level III—Within five (5) contract days after receiving the Level II decision, the grievant may appeal the decision to the superintendent. The appeal will be in writing and identical to that filed at Level II; will be accompanied by a copy of the decision at Level II; and, will clearly indicate the remedy sought.
- (1) The Superintendent or designee will hear the appeal within ten (10) contract days of the receipt of the appeal. Both the Association and the Administration will present their positions by testimony and/or documentary evidence.
  - (2) Within ten (10) contract days after the above referred meeting, the Superintendent or designee will communicate the decision in writing, together with any supporting reasons, to the principal, the director, the grievant and the Association.
- d. Level IV
- (1) A grievant not satisfied with the disposition of the grievance at Level III may request in writing within five (5) contract days of receipt of the Level III decision that the Executive Board of the Association submit the grievance to advisory arbitration through the American Arbitration Association. A copy of this request shall be provided to the Superintendent at the same time. Any decision of the referee will be included in the arbitration request to the Executive Board of the Association.
  - (2) The Association's decision to submit the grievance to arbitration will be conveyed in writing to the superintendent and to the grievant within fifteen (15) contract days of the receipt of the grievant's request for arbitration, and will include:
    - (a) Statement of the issues to be submitted to the arbitrator;
    - (b) Statement of the specific Articles, personnel policies and personnel practices allegedly violated;
    - (c) Statement of the specific remedies sought by the Association; and,

- (d) Parties will be required to select the arbitrator if the decision of the Association is to submit the grievance to arbitration.
- (3) The American Arbitration Association will submit simultaneously, as requested, to each party an identical list of five (5) persons skilled in arbitration. A meeting will be scheduled as soon as practicable to implement the striking process. The Board and the Association will strike names alternately until one name is left. The Board will strike first. Upon notification by the American Arbitration Association of dates the arbitrator is available, the date of the hearing must be placed on the calendar within five (5) contract days or the matter will be considered to have been dropped.
- (4) Ten (10) contract days prior to arbitration both parties will meet to stipulate:
- (a) Final arrangements for the hearing including time, place, and notice to the arbitrator;
  - (b) Names and addresses of contemplated witnesses and a brief summary of each witness' anticipated testimony;
  - (c) Issues to be submitted to the arbitrator;
  - (d) Authenticity and admissibility of exhibits; and,
  - (e) Any document sent to the arbitrator by either party shall be delivered to the other party no later than two (2) administrative workdays prior to arbitration.  
(Adopted 1993)
- (5) Within ten (10) contract days of receiving the report of the arbitrator, the District and Association will hold a resolution meeting to discuss the report. No more than five (5) persons of each party shall attend such meeting. The parties shall attempt to reach agreement on implementation of any course of action related to the arbitrator's decision. No public release shall be made until after such meeting. The Board will review the report and advise the grievant and the Association of its decision. The Board's decision will be rendered in writing within fifteen (15) contract days of the notification to the Board that the resolution meeting(s) has concluded.
- (6) Cost for the expenses of the arbitrator will be paid by the Association, in the event the remedies sought are not granted by the arbitrator. Conversely, the cost for the expense of the arbitrator will be borne by the Board, in the event the remedies sought are granted by the arbitrator. If only a partial remedy is awarded, the arbitrator will determine the percentage of the arbitrator's cost to be borne by each party. (Revised 2007/2008)

## E. Miscellaneous

1. Class Action Grievance - A grievance that affects more than one employee and subject matter that concerns more than one building may be submitted initially at Level II of the grievance procedure. A grievance of this nature must be filed by employees or by the Association leadership on behalf of employees within fifteen (15) contract days following the act or condition that is the basis of the grievance. The procedures of this article, as outlined in Level II, III, and IV shall be followed. (Revised 2007/2008)
2. Grievances filed after May 15<sup>th</sup> of any school year will be handled in a manner mutually agreeable to the Association and the Board.
3. Nothing contained herein will preclude either party from submitting at any time an offer of settlement to the other party. If the receiving party does not respond to or counter the offer within five (5) contract days of its receipt, the offer will be null and void. Offers of settlement advanced will include proposed disposition of arbitrator costs incurred.
4. Release time for attendance at any arbitration hearing will be granted at Board expense to the grievant(s), the grievant's/grievants' Association representative, and not more than three (3) essential witnesses. (Revised 2007/2008)
5. Except at the informal discussion level, all levels of the grievance procedure may be recorded. Recordings will be used only for the purpose of taking notes. Recordings made will become the property of the parties.
6. The hearing officer at Levels II and III is expected to be neutral and may not also serve as an advocate on behalf of the district or a witness on the issue. (Adopted 2007/2008)
7. All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the grievant(s). (Revised 2007/2008)
8. No administrator who has recommended a course of action to another administrator at a lower level of the grievance procedure shall serve as a hearing officer at a higher level. (Moved from Memorandum of Understanding to Article VII 1/1/91.)
9. A grievance will be permitted to proceed through the process even though harm has not yet occurred. (Adopted 1993)
10. Timelines
  - a. Grievances should be processed as rapidly as possible. The number of days indicated at each level shall be considered, as a maximum and good faith effort shall be made to expedite the process. The time limits may be extended by mutual written agreement.

- b. Except at Level IV, if there is not a response within the prescribed timeline, the grievant(s) may advance the grievance to the next level. (Adopted 2007/2008)

## **ARTICLE VIII** LEAVES

### **A. Adoption Leave**

Adoption Leave requested for business relating to the adoption of a child including interviews, required travel, legal concerns, medical concerns, and initial home placement will be approved with pay, and will not exceed ten (10) contract days per employee per child. Adoption leave will be approved prior to the adoption or within thirty (30) contract days of the child's placement in the home. (Adopted 1/1/91; Revised 1995)

### **B. Bereavement Leave**

Employees will be granted up to five (5) contract days with pay for bereavement leave because of the death of a member of the immediate family or an individual who is significant to them.

Immediate family is defined as: father, mother, son, daughter, wife, husband, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law and grandparents or anyone whose relationship with an employee is similar to a member of the immediate family as defined herein.

Upon request from the Chief Human Resources Officer, the employee shall submit information regarding the relationship of the deceased to the employee and the time and location of services. (Revised 1997, 2003)

### **C. Child Care Leave**

1. Child Care Leave (without pay) — Any employee may request a child care leave. Leaves following the birth or adoption of a child will be granted for the remainder of the school year. In no case will an employee be eligible for child care leave beyond the remainder of the first school year and the full school year following. NOTE: Employee may qualify for benefit provisions as provided in the Family Medical Leave Act. (Revised 1995)
2. Returning from Leave — The employee will notify Human Resources in writing by April 1 of the intent to return or resign. Experience credit will be awarded to an employee who has accumulated ninety (90) contract days of continuous and uninterrupted full-time employment for that contract year. (Revised 1995)

### **D. Civic Duty Leave**

Contracted employees who are involuntarily summoned for jury duty, subpoenaed to appear as witnesses in court or at an administrative hearing in connection with a matter in which they are not interested, or required by the District to appear in court or at any administrative hearing in connection with their duties as employees of the



District will be granted civic duty leave with pay for such time as their presence is ordered. In such cases, any witness or jury duty fees, but not including mileage, paid to the employee shall be promptly remitted to the District.

#### **E. Discretionary Leave**

1. Full-time employees, including those on extended contract, will be entitled to three (3) days of discretionary leave per school year. Employees on a contract of at least 50% but less than 100% will be awarded discretionary leave on a pro-rated basis. Short-term (less than 50% or less than 90 days) contracted employees are not eligible for discretionary leave. (Revised 1995, 1999, 2004)
2. Discretionary leave may be utilized for circumstances that are significant to the employee. (Revised 1995)
3. Except for emergencies, the employee will provide five (5) days prior written notice to his/her immediate supervisor. In emergency situations, the employee will, within two (2) days upon his/her return from such leave, submit the discretionary leave form.
4. Not more than 10% of the employees in any building may be absent on the same day for discretionary leave reasons. If more than 10% submit discretionary leave forms for the same day, leave will be granted based on the order in which forms are received in the principal's office. This limitation will not apply to emergency matters.
5. Discretionary leave is cumulative to five (5) days. (Revised 1995)
6. Discretionary leave accrued in excess of five (5) days will be added to accrued sick leave. (Revised 1995, 1999)
7. No more than five (5) days of discretionary leave may be used in any school year.
8. Discretionary leave not used at the time of termination of employment will be added to accrued sick leave for compensation under the Sick Leave Reimbursement Plan. (Revised 1995)
9. In the event of an emergency, the employee having used all accrued discretionary leave, may request up to two (2) additional days of leave with stated reasons and be docked the cost of the substitute. Such request is subject to Superintendent approval.
10. Discretionary leave will be used for approved sick leave purposes once the accrued and projected sick leave has been exhausted. Employees may not access the Sick Leave Bank or Sick Leave Donation until accrued and projected sick leave days and discretionary days have been used. See Sick Leave. (Adopted 1984; Revised 1988, 1995, 1999)

## **F. Educational Leave/Exchange Assignment**

Non-probationary employees may be granted leaves or teaching exchange assignments with or without pay for the following reasons upon recommendation of the Superintendent:

1. To accept an exchange teaching assignment or an assignment in a federal or state funded program or program funded by a non-profit organization;
2. To accept an overseas teaching assignment;
3. To accept a graduate teaching fellowship; or,
4. To accept a teaching assignment in the United States, which offers a unique cultural experience.

Educational leaves or exchange assignments, except for overseas teaching assignments (#2 above) shall not exceed one year. Overseas teaching assignments may be granted for two (2) years. Experience credit will only be allowed for full-time teaching leaves. At the completion of this leave, an employee shall return to the same or comparable position. (Revised 2000)

## **G. Health Leave (Extended)**

1. Extended health leave may be granted without pay for personal impairment, illness, or disability. Such initial leave request will not exceed one school year. Requests for extensions will be accompanied annually by a certificate of health to be issued under the signature of a practicing physician. Extensions will not exceed three full school years of absence.
2. An employee returning from leave during the same school year will be assigned to the same position. When leave extends beyond the school year, and the same position is not open, the employee will be assigned to a comparable position upon return or to such position as the employee is legally entitled to under federal or state laws.
3. The Board may require a physician's statement that an employee returning from extended health leave is now able to assume contract duties.
1. An employee on extended health leave will receive credit for any salary increases granted employees in service during such leave, excluding experience increment credit. Experience credit will be awarded to an employee who has accumulated ninety (90) contract days of continuous and uninterrupted full-time employment for that contract year. (See C.R.S. for clarification)
5. If otherwise qualified to receive the accrued leave, employees on PERA short term disability leave may, as permitted by law or PERA rules, elect to use leave days (sick, Sick Leave Bank, discretionary or donated) on a prorated basis up to the maximum allowable salary as permitted by PERA or the individual employee.

## **H. Military Leave**

1. Leave for involuntary military service will be granted to any employee. Temporary employees, defined as those hired to fill a temporary position of less than one-half (1/2) of the scheduled work year, are not eligible for military leave.
2. For ninety (90) work days, employees on military leave may elect differential pay from the following options:
  - a. The employee may elect to keep the money from military service and be docked his/her District salary, or
  - b. The employee shall give the District the money received from military service, excluding reimbursement for travel and expenses, and be paid his/her District salary, or
  - c. The employee may use discretionary days and keep any honorarium, travel, and expense money.
3. Employees on military leave will be given the benefit of up to one calendar year's salary increments and sick leave allowances which would have been credited if they had remained with the District.
4. The Superintendent or the Board reserves the right to grant or to withhold salary increments or to revoke or deny extensions of leave to employees that choose to remain in military service beyond the compulsory date or period. (Revised 2003)

## **I. Political Leave**

Employees may be granted leave to serve in an elected or appointed position in city, county, state or federal government and for the performance of any official duties connected therewith. This leave shall be without pay. No experience credit will be granted for the period of time the employee is on such leave unless the employee has accumulated ninety (90) contract days of continuous and uninterrupted full-time employment in the District during the contract year. (See C.R.S. for clarification.)

## **J. Sabbatical Leave / Professional Development**

1. In 2006-07, the approved sabbaticals shall be funded. Future sabbaticals may be funded at the discretion of the Superintendent. (Revised 2006)
2. In 2006-07 there shall be \$55,000 set aside for purposes of a Professional Development Reimbursement Fund, to be expended until the fund is exhausted. (Sunset, effective May 2010)
3. This fund shall be available to the Association for purposes of providing financial support to qualifying professional development requests of employees. The Association may provide financial support from the Fund to qualifying professional development requests of District teachers. The Association will design and implement a procedure/process that fully informs District teachers of

this opportunity and allows for the Association to determine which teachers will receive support. The procedure/process will include the following features:

- a. Professional development is considered to be those activities, which are appropriate to the individual and would result in a contribution to the District.
- b. Individuals must follow District guidelines in order to apply credit hours for advancement on the salary schedule.
- c. Individuals recommended and approved will be reimbursed fifty percent (50%) of any documented incurred costs for professional development. An individual is limited to a total reimbursement of 1% of the base salary (BA Step C) per fiscal year. Eligible expenses must be incurred during the time the individual was an employee as defined in article I, definitions (L), and must be submitted within one year from the date of completion.
- d. Individuals may qualify to receive reimbursement for the following professional development activities:
  - 1) Activities in the teacher's area of certification; or
  - 2) Activities in critical areas of need, as defined by the District (e. g., areas identified within a school improvement plan, ESL, SLP, OT, PT, Sp. Ed.); or
  - 3) Activities that will further the teacher's educational career within the District (i.e., adding a new endorsement or license).
- e. Employees who have received notification of non-highly-qualified status from the Department of Human Resources will be reimbursed 100% of any documented incurred costs necessary to reach a highly qualified status, with such total reimbursement not to exceed 2% of the current base salary per fiscal year. Eligible expenses must be incurred during the time the individual was an employee as defined in article I, definitions (L) and must be submitted within one year from the date of completion.
- f. In any given fiscal year, eligible employees can receive reimbursements from both 3C and 3E. (Revised 1995; 1998, 2003, 2004, 2005, 2006, 2007/2008)

## **K. Sick Leave**

1. Employees on a basic contract, as defined Article I, Section H, will receive eight (8) sick leave days per year of employment, cumulative without limit, to be received on the first contracted day. Employees on extended contract as defined in Article I, Section I, will earn additional sick leave days based on the following schedule:

11 days: ½ day additional sick leave credited on the 11<sup>th</sup> day  
20 days: ½ day additional sick leave credited on the 20<sup>th</sup> day  
30 days: ½ day additional sick leave credited on the 30<sup>th</sup> day  
40 days: ½ day additional sick leave credited on the 40<sup>th</sup> day

Additional days earned because of extended contracts will be credited when the employee begins working the extended contract. Eligible employees on a contract of at least 50% but less than 100% will have sick leave prorated. In all instances, in the event an employee leaves the district before completing his/her assignment and that employee has used more sick leave than s/he has earned, the final paycheck will be docked to reflect the balance of earned sick leave. (Revised 1995, 1999, 2005)

NOTE: When all accrued and projected sick leave days, donated sick leave days and Sick Leave Bank days are exhausted, under certain conditions, the employee may qualify for benefit provisions as provided in the Family Medical Leave Act. (Added 1995; Revised 1997)

2. Sick leave may be used for health issues (physical and mental) of the employee and for the health issues of the family and/or significant others. (Revised 1995)
3. The administration reserves the right to question the validity of any sick leave.
4. Discretionary leave accrued in excess of five (5) days will be added to accrued sick leave. (Revised 1999)

#### **L. Sick Leave and Discretionary Leave Reimbursement**

1. The Board will award reimbursement for unused sick leave/discretionary leave in the following manner:
  - a. Employees leaving the District after twenty (20) or more years of service will be compensated at the rate of fifty percent (50%) of the current substitute pay for each day of unused sick leave/discretionary leave.
  - b. For all other employees, upon cessation of employment, an employee with forty-five (45) days or more accumulated sick leave will be compensated at the rate of fifty percent (50%) of the current substitute pay for each day of unused sick leave/discretionary leave.
2. The employee must file a claim for reimbursement of accumulated sick leave/discretionary leave days within three (3) calendar months of the last contracted day.
3. In the case of teacher displacement or reduction in force, as covered by this agreement, the employee must file claim for reimbursement of accumulated sick leave/discretionary leave days within three (3) calendar months of the last contracted day. (Revised 1995; 1998, 1999, 2000, 2003, 2013)

#### **M. Sick Leave Bank**

1. Continued membership in the Sick Leave Bank will be automatic unless the employee opts out within ten (10) working days of the initial date of employment or the first ten (10) working days of any school year.

Employees who opt out of the Bank are ineligible to use the Bank. Temporary employees are not eligible for membership in the Bank.

Membership in the Sick Leave Bank will require an initial contribution of one (1) sick leave day per employee. (Revised 1999, 2003)

2. Sick leave days in the Bank will carry over from school year to school year, and an additional contribution will not be required until the beginning of the semester following a drop in the total number of sick leave days in the Bank to below 300 days, at which time an additional contribution of one (1) sick leave day per employee will be made to replenish the Bank's sick leave days. Employees who opt out of the contribution to the Bank will be dropped from the program. (Revised 1995, 2003)
3. The Bank will be administered by the Sick Leave Committee. The Committee will be composed of members appointed by the Association to include the GEA Executive Board and an administrative representative appointed by the Superintendent. The following conditions will govern the granting of sick leave days from the Bank: (Revised 2000, 2003)
  - a. An employee may request days from the Bank only for that employee's injuries/illnesses. (To request days needed as a result of the injuries/illnesses of family and/or significant others, see the provision identified under Sick Leave Donation.) An employee may not request days from the Sick Leave Bank for a work related illness or accident paid by worker's compensation. (Revised 1995)
  - b. Application for benefits from the Bank must be made in writing. Application forms will be available from the Finance Department or the Association. A copy of the completed form will be kept on file with the Finance Department. A doctor's statement specifying the nature of the illness or injury, possible days absent, extensiveness of treatment, and the anticipated date of release to return to work to fulfill their contract obligations and essential functions of their job must be part of the application. The District may require a second opinion from a doctor of the District's choosing and at the District's expense. (Revised 1995, 1999, 2003)
  - c. Sick Leave Bank days will not be granted until an employee has used all of his/her accrued and projected sick leave days and discretionary days. In order to access the bank for any event, an employee must be absent for five (5) days for that event. The bank will not reimburse the employee for the initial five (5) days of absence. If an employee accesses Sick Leave Bank and/or sick leave donation, a maximum of one-day sick leave must be donated to the Sick Leave Bank at the beginning of his/her next contract year. This does not eliminate the employee's responsibility to donate as called for by the Sick Leave Bank committee. If the employee is not otherwise a member of the Sick Leave Bank, this donation does not entitle him/her to membership. (Revised 1995, 1999, 2003)
  - d. Not more than seventy (70) Sick Leave Bank days may be used by any one employee in any school year. After the first thirty (30) days of Sick Leave

Bank use and each twenty (20) days thereafter, the individual shall submit verification from his/her doctor that the illness or disabling condition continues and the anticipated date of release for return to work. The committee has the right to request a second medical opinion or more information. In the event of a denial, the employee has the right to request a hearing before the Association Board of Directors. The Association's Board's decision is final. (Revised 2003)

- e. The Sick Leave Bank Committee will provide copies of the Sick Leave Bank requests to the Finance Department. (Revised 1995)
4. The Association will report in writing the status of the Bank to the Finance Department at the beginning of the school year, at semester break and at the end of the school year. (Revised 1995)
5. The Association and the Sick Leave Bank Committee assume the full responsibility for the control of the Bank, and will be responsible for any actions as a result of the Bank operation. This totally precludes any form of action against the Board or any member of the administration.

#### **N. Sick Leave Donation**

1. To be eligible to receive donated days, an individual must be a member of the Sick Leave Bank. (Revised 2003)
2. Upon a request from the Association, an employee may donate two (2) days of his/her accumulated sick leave to another employee for personal health issues (physical and mental) and /or health issues of family and/or significant others. The Association may request donations for an employee if the initial request does not generate the maximum number of days allowed under this sick leave donation article. (Revised 2001)
3. An employee may use up to twenty (20) donated days in a school year for the illness of herself/himself, family, and/or significant others providing other employees have donated sufficient days. (Revised 2001, 2003)
4. The donated days will be administered by the Association. The Committee will be composed of members appointed by the Association to include the GEA Executive Board. The following conditions will govern the granting of sick leave days from the Committee: (Revised 2000, 2004)
  - a. Donation forms will be available from the Association.
  - b. Donated sick leave days will be granted only when an employee has used all of his/her accrued and projected sick leave days and discretionary days. If an employee accesses Sick Leave Bank and/or sick leave donation, a maximum of one-day sick leave must be donated to the Sick Leave Bank at the beginning of his/her next contract year. This does not eliminate the employee's responsibility to donate as called for by the Sick Leave Bank Committee. If the employee is not otherwise a member of the Sick Leave

Bank, this donation does not entitle him/her to membership. (Revised 1995, 1999)

- c. Not more than twenty (20) Donated Sick Leave days may be used by any one employee in any school year. (Revised 2001, 2003)
  - d. A doctor's statement specifying the nature of the illness, the dates and medical service to the employee's family will be requested.
  - e. Donated days will be used in order of receipt and turned in to the Finance Department by the second Friday of the month. (Revised 1995)
4. The Association will report the status of the donated sick leave days in writing to the Finance Department for each occurrence. (Revised 1995)
  5. The Association and the Sick Leave Donation Committee assume the full responsibility for the control of the donated sick leave, and will be responsible for any actions as a result of the Committee's operation. This totally precludes any form of action against any member of the administration or the Board. (Sick Leave donation adopted 1/1/91, Revised 1995, 1999, 2001, 2003)

#### **O. Visitation Leave**

Employees may be granted leave to visit other schools, classrooms, industry, and to attend conferences.

#### **P. Voluntary Resignation and Return**

Non-probationary employees who resign from Greeley-Evans School District 6 and are rehired within twenty-four (24) months of the effective date of their resignation shall return as a probationary employee and shall be placed at the higher of:

1. Salary schedule placement commensurate with the placement had the employee continued employment for the next school year;
2. As a new hire to the district with all credits and experience within and outside the District honored in the same manner as for other new hires. (Adopted 2007/2008)

#### **Q. Compensatory Discretionary Leave**

1. As a result of the 2005-2006 and 2006-2007 planning time grievances and arbitration, Compensatory Discretionary Leave Day(s) shall be awarded to Employees by this Master Contract in the following manner:
  - a. One (1) Compensatory Discretionary Leave Day to any K-5 classroom teacher assigned to Chappelow, Billie Martinez, or Bella Romero in the 2005-2006 school year.



- b. Two (2) Compensatory Discretionary Leave Days to any K-5 regular classroom teacher assigned to any District 6 elementary school in the 2006-2007 school year.
  - c. One (1) Compensatory Discretionary Leave Day to any Employee covered by this Master Agreement, other than K-5 classroom teachers, who was assigned to any District 6 elementary school in the 2006-2007 school year. This shall include, but not be limited to, Preschool, GT, ELL, Special Education Services, Instructional Coaches, Library, Technology, Art, Music, and PE.
2. Compensatory Discretionary Leave Days shall be awarded as described above to all eligible individuals as stated above without exception for part-time FTE or part-time placement in a building. All individuals assigned as described above, including those whose contract was, or is currently, less than .5 FTE, shall be awarded and eligible to use Compensatory Discretionary Leave Days. If an Employee was assigned part time as a regular K-5 classroom teacher and part time in another area, the Employee shall receive the award of the regular K-5 classroom teacher.
3. Compensatory Discretionary Leave Days shall be tracked separately from regular discretionary leave days. They may be banked and used in addition to the Employee's regular Discretionary and Sick Leave.
4. Compensatory Discretionary Leave is a one-time award. However, the Employee may carry the day(s) over from year-to-year, and the balance will continue to be tracked as above. When an employee uses Discretionary Leave, the regular Discretionary Leave as specified in this Article, Section E, will be drawn first. Compensatory Discretionary Leave Days will be drawn if the Employee requests Discretionary Leave and his/her regular Discretionary Leave is exhausted. If never used, Compensatory Discretionary Leave Days are eligible for reimbursement when an employee leaves the district in the same manner as any other Discretionary Leave Day.
5. No later than January 31<sup>st</sup>, 2008, the Association will be provided with a list of all affected Employees and the amount of their award.
6. Employees who were notified of the award, but believe the award is in error, may file an appeal to the Director of Human Resources no later than February 29<sup>th</sup>, 2008. Employees who were not notified of the award, but believe they are eligible as defined herein, may file an appeal to the Director of Human Resources no later than April 15<sup>th</sup>, 2008. No appeal based on eligibility or the amount of the award will be considered if filed after the deadlines. The decision of the Director of Human Resources is final and shall not be grievable.
7. As part of this Article, Section Q, the Greeley Education Association agrees to withdraw all grievances and legal proceedings associated with planning time in the 2005-2006 and 2006-2007 school years. The GEA will instruct the CEA to prepare all waivers and documents to end the threatened lawsuit. (Adopted 2007/2008)

## **R. Other Leaves**

The Board may grant a leave of absence without pay to employees covered by this agreement upon the recommendation of the Superintendent.

## **ARTICLE IX** **INSURANCE**

### **A. Health And Dental Insurance**

1. The District will contribute the full monthly individual premium on behalf of each full-time (1.0 FTE) contracted employee enrolled in the District's lowest level health and dental plans approved by the Board of Education. This contract provision will be subject to annual negotiations. (Revised 2001, 2002, 2011, 2013)
2. Effective school year 2002-2003, all employees who are contracted with the District and are enrolled in the District's health and dental plans and work at least half-time (.5 FTE) but less than full-time (1.0 FTE), the District will contribute a dollar amount toward said insurances in proportion to their assignment. (Adopted 2001)
3. Any change in coverage and/or benefits during the fiscal year will be mutually agreed upon by the representatives of the Board and the Association, who serve on the Benefits Committee. (Revised 2001)

### **B. Flexible Benefit Plan**

Section 125 Flexible Benefit Plan will be made available as allowed by law. Information can be obtained from the Finance Department. (Revised 2011)

## **ARTICLE X** **WORK DAY**

- A. **WORK WEEK.** The total of all assigned responsibilities for a full time (1.0) Employee shall not exceed forty (40) hours in a full Monday-Friday work-week, exclusive of a minimum daily thirty (30) minute continuous duty-free lunch. The continuous duty-free lunch will be within typical a lunch timeframe.
- B. **WORK DAY:** The workday shall be eight (8) continuous hours exclusive of a duty-free lunch period of at least thirty (30) minutes. However, the eight (8) hour workday may be extended to accommodate scheduling needs as long as the forty (40) hour work-week is not exceeded. Employees are required to attend meetings scheduled during the workday.
- C. **SUPERVISORY DUTIES:** The District and the Association recognize that as professionals, the primary responsibility of Employees is the instruction of students. However, Employees may be assigned non-instructional supervisory duties during the regular workday. Every attempt shall be made to limit such duties to an average of thirty (30) minutes per week, but in no case shall such duties exceed a maximum

average of forty-five (45) minutes per week. Such assigned duties shall be prorated for Employees who are part time at a building.

- D. OTHER RESPONSIBILITIES: Exceptions to the required defined work day/work week shall be:
1. Parent teacher conferences, which are compensated at the Employee's per diem hourly pay or equal release time from a regular contract day.
  2. Two (2) after hour's events per school year. Every attempt shall be made to limit such events to a maximum of two and one-half (2½) hours each, but in no case shall any such event exceed three (3) hours. Any such event that is required shall occur on Monday through Thursday within the teacher's contract year; however Employees may volunteer for other events.
- E. STUDENT CONTACT DAY: The length of the student contact day is herein defined as the time between the starting and the ending of the regular student school day including all transitions before and after school. The start time and end time of the student contact day and the workday will not be the same. (Adopted 2007/2008, Revised 2013)

## **ARTICLE XI**

### **NON-CONTACT DUTY-FREE TIME**

There is a memorandum of understanding regarding Guidelines for Non-Contact Days.

A. Non-Contact, Duty-Free Planning and Preparation:

1. All certified employees covered by this agreement shall have approximately 268 minutes of individual, self-directed planning time for a full five (5) day week. Planning time will be scheduled daily in blocks of no less than twenty (20) minutes. The planning minutes per week may be adjusted by the principal for weeks of less than five (5) full days. Planning and preparation time shall be exclusive of the employee's non-contact, duty-free lunch and travel time between worksites. Teachers may request, but will not be required to receive, instructional coaching during individual self-directed planning time. (Adopted 2007/2008, Revised 2009/2010/2013)
2. Planning and preparation time shall be exclusive of the Employee's non-contact, duty-free lunch and travel time between worksites.
3. Planning and preparation time, including required participation in collaborative-team planning, shall be prorated for Employees whose contract is less than 1.0 in total or less than 1.0 at a building. (Adopted 2007/2008, Revised 2009/2010)

- B. Each full time employee shall have a daily non-contact, duty-free lunchtime of no less than thirty (30) continuous minutes. Any employee working less than 100% of the school day and required to be in the building both before and after the regularly scheduled lunch periods for that building will be provided thirty (30) minutes of continuous, non-contact duty-free time for lunch. (Revised 2007/2008)

- C. Each principal will seek input from employees that will be considered in developing schedules.
- D. Building principals shall develop a planning period schedule for each employee to be submitted for approval by the appropriate director.
- E. In grades first (1<sup>st</sup>) through fifth (5<sup>th</sup>), art, music and PE teachers at the elementary level shall have the same planning time and continuous duty-free lunch as other elementary teachers in their school. Music and PE elementary classes shall be a minimum of thirty (30) minutes long and shall meet the equivalent of every other day during the school year. Art classes shall be a minimum of forty-five (45) minutes long and shall meet the equivalent of once a week during the school year. The average class size of elementary art, music and PE classes shall reflect the average size of basic classes in a school. Basic class is determined by dividing number of first (1<sup>st</sup>) through fifth (5<sup>th</sup>) grade students by the number of general fund classroom teachers in the school. It should be clearly understood that this average will be calculated as though any supplemental allocation (i.e. Title I) that a school might receive does not exist.
- F. Students will attend art, music and PE in a group that will remain as consistent as possible for a grading period.
- G. If it is determined that a teacher could have more contact time with students while remaining within all provisions of this article and Master Agreement, the principal will seek input from the teacher before making an assignment. (Revised 2003, 2007/2008)

**ARTICLE XII**  
PAYBACK PROCEDURE

When an employee is overpaid, the employee will notify the Finance Department if the employee detects the error. If the Finance Department or Human Resources Department detects the error, the employee will be notified as soon as practical of the overpayment.

Amount of overpayment may be paid back over the remainder of the contract pay periods for that school year.

If the employee requests a payback arrangement of a longer duration, it must be approved by the Superintendent or designee.

(Adopted 1985) (Moved from Memorandum of Understanding to an Article 1/1/91)  
(Revised 1995, 2011)

**ARTICLE XIII**  
EMPLOYEE PROTECTION

**A. Complaints**

1. Except for violations of school board policy or state statute, in the event there are complaints against an employee that are of a nature to be shared/pursued, the

employee will be informed of the specifics of the complaint within four (4) contract days following receipt of the complaint. It is the intent that the name of the complainant will be shared with the employee in most cases.

2. Every effort shall be made to resolve the complaint with the involvement of the employee, the complainant, and the administrator by using problem-solving strategies to bring resolution/closure to the complaint.
3. Except for allegations of state or federal statute violations, if an administrator intends to contact any additional person(s) in relation to a complaint, the administrator shall inform the employee about the nature of the complaint prior to any discussion with other person(s) except when seeking guidance from appropriate administrative personnel. (Revised 2000, 2009/2010)

## **B. Warning/Corrective Action**

1. If further action under this article is appropriate, the employee shall receive a written warning during a prearranged meeting. A written warning shall not become part of an employee's personnel file. If no similar incident occurs within a three (3) year period from the date of the written warning, all copies of the written warning will be returned to the employee.
2. Corrective action is a written reprimand to be placed in the personnel file, reduction in compensation, paid suspension, or unpaid suspension. Generally, corrective action should be taken only after a similar incident occurs or remains uncorrected after a warning was given. The corrective action may set forth required improvements. If, after corrective action was taken, no additional similar incident occurs within a three (3) year period, the employee may write a letter of request to the Chief Human Resources Officer to remove the corrective action document from the personnel file. The letter will state reasons to be considered by the Chief Human Resources Officer in making the decision. Corrective action may be applied in any sequence, with or without written warning, depending on the circumstances.
3. The provisions of this article shall not apply to employment dismissals or non-renewals of probationary teachers. If legislation substantively changes regarding the Teacher Employment, Compensation, and Dismissal Act of 1990, we agree to negotiate in good faith in an attempt to provide employee continuity and protection. (Revised 2000, 2003)

## **C. Just Cause**

1. No employee shall be disciplined (which may include written warnings, formal oral reprimands, written reprimands, disciplinary suspensions with or without pay, disciplinary reductions in rank, reductions in salary and discharge) without just cause. In cases of non-renewal or dismissal of employees covered by the Colorado Teacher Employment, Compensation, and Dismissal Act, state law will apply. (Adopted 2007/2008)

## **ARTICLE XIV**

### **TEACHER DISPLACEMENT AND REDUCTIONS IN FORCE**

#### **A. Teacher Displacement**

1. The District may determine that a non-probationary teacher's services are no longer required because of a drop in enrollment, turnaround, phase-out, reduction in program or reduction in building, including closure, consolidation, or reconstitution (referred to in this Article as "displacement" or "displaced"). Upon such a determination, the displaced teacher shall be notified in a hard copy document of his or her displacement from a school.
2. Upon notice of displacement to the displaced teacher, through the human resources online application system, the department of human resources shall immediately provide the displaced teacher with a list of all vacant positions for which he or she is qualified, as well as a list of vacancies in any area identified by the District to be an area of critical need.
3. The displaced teacher may make an application for a vacancy to the principal of a listed school via the online human resources application system. The principal will conduct interviews as appropriate to the position and school needs. When a principal recommends appointment of a displaced teacher applicant to a vacant position, the displaced teacher shall be transferred to that position.
4. Any active displaced teacher who, during the prior school year, was deemed satisfactory, and who has not secured a position through school-based hiring shall be a member of a priority hiring pool, which priority hiring pool shall ensure the displaced teacher a first opportunity to interview for available positions for which he or she is qualified and has applied.
5. A teacher may be assigned to a particular school only with the consent of the hiring principal with input from at least two teachers employed at the school who are chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of the school.
6. a. The Board engages in one hiring cycle each year when the Board projects and fills staffing needs for the next school year. This hiring cycle typically commences in March and continues through the end of August. If a displaced teacher is unable to secure a mutual consent assignment by August 31<sup>st</sup> of the school year immediately following the school year in which displacement occurs, the District shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. The District will not contest a claim for unemployment benefits filed by a teacher on unpaid leave. If the teacher secures an assignment at a school while placed on unpaid leave, the District shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave. By way of example, if a teacher is given notice of displacement in March, the teacher will be paid his or her regular

salary and benefits through August 31<sup>st</sup> of the year of displacement. Beginning on September 1<sup>st</sup> of the school year immediately following the year of displacement, the teacher will receive his or her regular salary and benefits through August of that school year, after which the teacher will be placed on unpaid leave if he or she has been unable to secure a mutual consent assignment.

- b. Notwithstanding the foregoing, if a teacher is displaced between the first day of the school year and the first day of school in January after Holiday break, that teacher will be paid his or her regular salary and benefits through August 31<sup>st</sup> of that school year. Beginning on September 1<sup>st</sup> of the school year immediately following the year of displacement, the teacher will receive his or her regular salary and benefits through December of that school year, after which the teacher will be placed on unpaid leave if he or she has been unable to secure a mutual consent assignment.
7. Nothing in this Article XIV shall limit the ability of the District to place a teacher in a nine-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is attempting to secure an assignment through school-based hiring. Such an assignment shall not constitute an assignment through school-based hiring and shall not be deemed to interrupt the period in which the teacher is required to secure an assignment through school-based hiring before the District shall place the teacher on unpaid leave.
8. The District and the Association will work together to develop policies for the Board of Education to adopt to implement the provisions of this Article XIV, Section A.

#### **B. Reductions in Force**

1. A justifiable reduction in the number of teaching positions occurs when the Board determines that a fiscal exigency exists and/or program change is to be made that requires cancellation of one or more teacher contracts.

#### **DEFINITIONS**

2. "Cancellation of employment" means the cessation of employment of a teacher during the term of the teacher's contract when there is a justifiable reduction in the number of teaching positions in the District for reason(s) of fiscal exigency and/or program change.
3. "Teacher" means any person who is defined as a teacher under the Teacher Employment, Compensation, and Dismissal Act of 1990, C.R.S. 22-63-101 et seq.
4. "Fiscal exigency" means any significant decline in the Board of Education's ability to fund the operations of the District as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the District's current or projected budget to be insufficient to adequately meet the District's current or projected needs. A fiscal exigency may

exist based solely upon current revenue and expenditure projections.

5. "Program change" means the elimination, curtailment, or reorganization of curriculum, programs or operations, or a reorganization or consolidation of two (2) or more individual schools. A program change may or may not be related to a fiscal exigency.
6. If the Board determines a fiscal exigency exists and/or program change is to be made and such determination may require the cancellation of employment of one (1) or more teachers, it shall adopt a statement that reasonably identifies the fiscal exigency and/or program change and reasons therefore. This statement shall be transmitted to the superintendent and made available to district faculty. The Board shall establish the actual number of teacher contracts to be canceled or the amount of teacher salaries and benefits to be reduced consistent with the Board's authority to establish educational programs within the District.
7. Within thirty (30) days ("Day" means each calendar day; provided, however, that if the deadline for any action falls on a Saturday, Sunday or official school holiday, the next following day that is not a Saturday, Sunday or official school holiday shall be the deadline for such action) after receiving the Board's statement, the superintendent shall submit to the Board, recommendations for the cancellation of employment of particular teachers. In making these recommendations, the superintendent shall not be limited to considering only the teachers in the area(s) or program(s) designated by the Board in its adopted statement.
8. The superintendent shall consider the following as significant factors in recommending a teacher for cancellation of employment:
  - a. The needs of the students enrolled in the school District.
  - b. Teacher performance as determined by the teacher's performance rating over the period of time the employee has been employed by the district, as assigned pursuant to the District's performance evaluation system. If the teacher does not have three years of performance ratings from the District, then the superintendent shall consider only those available performance ratings. Nothing in this policy requires consideration of evaluations conducted in other school districts.
9. After considering the factors above, the superintendent shall also consider the following factors in recommending a teacher for cancellation of employment:
  - a. Professional experience including experience as an administrator.
  - b. Education, licensing endorsements and other professional qualifications.
  - c. Length of service in the school district.
  - d. Probationary and non-probationary status.



10. In the event all factors are equal, cancellation of employment shall be accomplished in a manner that best supports the interests of the students enrolled in the school District.
11. The District will follow the process and procedures set forth in Board Regulation GCQA/GCQB-R in effecting a reduction in the instructional staff work force.
12. Prior to implementing a reduction in force, the district will take into account normal attrition.
13. This article does not apply to employees terminated for unsatisfactory performance, or one-year only, remainder of the year, part-time, or temporary contracts.
14. Employees subject to a reduction in force that have not accepted full-time employment outside of the District will have the option of continuing all insurance programs through COBRA at their own expense for no more than eighteen (18) calendar months, provided premiums are received no later than thirty (30) calendar days in advance of the due date.
15. Human Resources will place in each employee's permanent file a statement indicating termination due to reduction in force. A copy of this statement will be sent to the employee.
16. It is expressly understood that any Board Policy or Procedure on Reduction of Staff is not intended to deny any member of the Bargaining Unit access to the grievance procedure to challenge the application of the Policy or Procedure. (Adopted 2012, Revised 2013)

## **ARTICLE XV**

### **VOLUNTARY TRANSFER**

#### **A. Opening, Closing and Consolidating Schools**

In the event that the Board of Education makes the decision to open, close, or consolidate a school(s), and if the decision results in the displacement of one or more employees, the provisions of article XIV will apply. In addition, prior to the implementation of the Board's decision to open, close, or consolidate school(s), the Chief Human Resources Officer of the District will meet with the President of the Association to develop a written plan for the displacement of employees, the process for hiring employees, and/or related issues. It is the intent of the parties that this meeting be a collaborative effort. To ensure the written plan is implemented in a manner that best serves the interests of the affected students and minimizes impact on employees, this meeting will occur no later than 15 days after the Board's decision. (2015)

#### **B. Voluntary Transfer**

1. Whenever a position is posted, an employee may request a transfer to that assignment by applying for the position through the online human resource application system.

2. Employees requesting transfer must complete the entire online application process to be considered for a position.
3. The appropriate administrator will review the online human resource application system files of all employees requesting a transfer. After initial identification of candidates, the principal will convene the hiring committee. The administrator may count an interview held with the same candidate within the previous twelve (12) months, as long as the interview is for a similar position at the same site.
4. In making staffing decisions, the District will first consider the demonstrated effectiveness of the teacher, the needs of the educational program and the qualifications of the employees requesting transfer.

### **C. Notification**

1. Vacancies occurring will be posted for a minimum of five (5) administrative workdays. (Postings will not be posted during the Winter or Spring Breaks, unless those positions are posted for five (5) administrative work days before or after or in combination of before and after the break periods.) Posting requirements may be shortened or eliminated when emergency conditions exist.
2. All postings will appear on the district's online human resource application system. (Adopted 2012)

## **ARTICLE XVI**

### **RETIRED TEACHING OPTION**

It is the intent of the parties that the Retired Teaching Options will be cost neutral to the District.

#### **Retired Teaching Option**

1. Any employee whose most recent evaluation is satisfactory and who will be receiving PERA retirement income may participate in the Retired Teaching Option for the contract year immediately following their final month of teaching. Employees must submit the request to Human Resources on or before the first working day of March of the year prior to the requested year. The Director of Human Resources will notify the employee as to the status of the request by March 15<sup>th</sup> or the final teaching day prior to Spring Break whichever is earlier. By the first working day of April the employee will notify Human Resources in writing of their intent to retire. After the first working day in April, the Superintendent may approve any requested changes.
2. The retired teaching option is for one (1) year only.
3. During the retired teaching year, the participant shall be placed on the salary schedule commensurate with placement had the employee not elected retirement.
4. Participants will return to their last position, unless they are offered and choose to accept a different position.

5. The retired teaching year's compensation will not be eligible for PERA service credit. By law, retired employees are responsible for paying the required employee contribution to PERA. For the 110/110 year, employees will be eligible for enrollment in the district's health and dental plans. No monetary credit will be given for waiving the district insurance. (2015)
6. Participants shall receive ten (10) days of leave for the retired teaching year, and shall be eligible for no other compensated leave, including the sick leave bank and donated days. At the end of the year, participants shall be reimbursed for the unused leave days at 50% of the current substitute rate.
7. The participant will be subject to the District's summative evaluation procedure during their 110/110 contract year, as required by state law. (2015)
8. Except for the differing provisions specified in this article, section A, and/or in circumstances where the employee has requested and the superintendent has granted waivers, participating employees shall have all other rights and responsibilities of this Master Agreement and the individual employment contract.
9. Employees shall not be prohibited from accepting other employment with the District in lieu of or in addition to the retired teaching option.
10. Any changes in the Colorado Statutes and PERA procedures shall cause the parties to reopen negotiations on this article.
11. Life insurance policies will be the same as all retirees from the District receive.
12. In the event of extreme hardship as determined by the District, the employee may be released from their 110/110 contract. (Revised January 1992, 1995, 1997, 1998, 1999, 2000, 2002, 2003, 2004, 2005, 2011, 2012, 2015)

**ARTICLE XVII**  
SERVICE DISRUPTION

- A. Because the education of the youth of this community is our paramount purpose, the Association agrees that during the term of this agreement, as well as while negotiations are proceeding, it will not advocate or promote any actions that are intended to result in less than the full and proper performance of the contracted duties of employment while on the job, including co-curricular assignments which have been accepted by the employee for the current school year.
- B. The foregoing is not intended to impair or abrogate the legal rights of the Association and/or an individual.
- C. Any charges made by the Board against the Association under this article may, at the request of the Association, be submitted to expedited advisory arbitration as outlined by the American Arbitration Association, the cost of which shall be shared equally by the Board and the Association. Any discipline and/or adverse evaluation of employee performance taken against an employee as a result of conduct covered by this article shall be subject to the grievance procedure. All such information

forming the basis for disciplinary action will be made available to the employee and to the Association, if authorized by the employee.

- D. If, for any reason, at any time, the Board refuses to participate in negotiations as outlined by the Master Agreement, this Article will be suspended during the period of such refusal.

### **ARTICLE XVIII**

#### AGREEMENT INTERPRETATION

- A. This agreement will not be interpreted or applied to deprive employees of benefits conferred by this agreement during its duration unless mutually agreed upon or negotiated.
- B. Nothing contained herein will be construed to deny or restrict any rights an employee may have under the Law and Constitutions of the State of Colorado and the United States. If any provision of this agreement or any application of this agreement to any employee covered hereby will be found contrary to law, such provision or application will have effect only to the extent permitted by law. All other provisions or applications of this agreement will continue in full force and effect.
- C. Notwithstanding any other provision of this agreement, including, without limitation, Article VIII, Article IX, Article XVI, Article XXI and Article XXII, this agreement shall be reopened annually for salaries, benefits and other financial obligations so as to comply with Article X, Section 20 of the Colorado Constitution and Section 22-32-110(5), Colorado Revised Statutes. (Adopted 1993)

### **ARTICLE XIX**

#### RATIFICATION

If agreements are reached through negotiations, the agreements will be committed to writing and will be submitted for ratification by the Association and approval by the Board. Formal notice of acceptance or rejection by the Association will be made to the Board within five (5) administrative workdays after the official ballot has been verified. Approval or rejection by the Board will be made at the next regularly scheduled Board meeting, following receipt of the notification by the Association. If and when approved, the agreements will be signed by the designated officers of the Board and the Association.

### **ARTICLE XX**

#### DURATION

This agreement will be effective July 17<sup>th</sup>, 1997, and will continue in full force and effect until either party initiates the termination of the agreement. One year written notice of an intent to terminate the agreement must be provided to the other party. Both parties will negotiate in good faith throughout the notice period in an effort to reach agreement. Should either party recognize progress is not being made, mediation may be initiated.

## ARTICLE XXI

2015-2016 Certified/Licensed Salary Schedule

Effective: July 1, 2015

	BA	BA12	BA24	BA36	BA48	BA60	MA	MA12	MA24	MA36	MA48	MA60	EDS	PHD
D	\$37,260	\$38,229	\$39,222	\$40,242	\$41,289	\$42,362	\$41,289	\$42,362	\$43,463	\$44,593	\$45,753	\$46,942	\$46,942	\$46,942
E	\$38,657	\$39,662	\$40,693	\$41,751	\$42,837	\$43,950	\$42,837	\$43,950	\$45,093	\$46,265	\$47,469	\$48,703	\$48,703	\$48,703
F	\$40,106	\$41,149	\$42,219	\$43,316	\$44,443	\$45,598	\$44,443	\$45,598	\$46,784	\$48,000	\$49,249	\$50,530	\$50,530	\$50,530
G	\$41,611	\$42,692	\$43,802	\$44,941	\$46,110	\$47,308	\$46,110	\$47,308	\$48,539	\$49,800	\$51,096	\$52,425	\$52,425	\$52,425
H	\$43,172	\$44,294	\$45,444	\$46,626	\$47,839	\$49,081	\$47,839	\$49,081	\$50,359	\$51,668	\$53,012	\$54,390	\$54,390	\$54,390
I	\$44,790	\$45,954	\$47,148	\$48,375	\$49,633	\$50,921	\$49,633	\$50,921	\$52,247	\$53,606	\$55,000	\$56,430	\$56,430	\$56,430
J	\$46,470	\$47,677	\$48,916	\$50,188	\$51,495	\$52,831	\$51,495	\$52,831	\$54,207	\$55,617	\$57,063	\$58,547	\$58,547	\$58,547
K		\$49,465	\$50,750	\$52,070	\$53,426	\$54,812	\$53,426	\$54,812	\$56,240	\$57,702	\$59,203	\$60,742	\$60,742	\$60,742
L		\$51,320	\$52,653	\$54,022	\$55,429	\$56,867	\$55,429	\$56,867	\$58,349	\$59,866	\$61,423	\$63,020	\$63,020	\$63,020
M		\$53,245	\$54,628	\$56,048	\$57,508	\$59,000	\$57,508	\$59,000	\$60,537	\$62,111	\$63,727	\$65,383	\$65,383	\$65,383
N			\$56,676	\$58,150	\$59,664	\$61,212	\$59,664	\$61,212	\$62,808	\$64,440	\$66,116	\$67,835	\$67,835	\$67,835
O			\$58,802	\$60,331	\$61,902	\$63,507	\$61,902	\$63,507	\$65,163	\$66,856	\$68,596	\$70,379	\$70,379	\$70,379
P			\$61,007	\$62,593	\$64,223	\$65,889	\$64,223	\$65,889	\$67,607	\$69,363	\$71,168	\$73,018	\$73,018	\$73,018
Q				\$64,940	\$66,632	\$68,359	\$66,632	\$68,359	\$70,142	\$71,964	\$73,837	\$75,755	\$75,755	\$75,755
R					\$69,131	\$70,923	\$69,131	\$70,923	\$72,773	\$74,663	\$76,606	\$78,596	\$78,596	\$78,596
S						\$71,723	\$71,723	\$73,582	\$75,501	\$77,463	\$79,478	\$81,544	\$81,544	\$81,544
T						\$74,413	\$74,413	\$76,341	\$78,333	\$80,368	\$82,459	\$84,602	\$84,602	\$84,602
U											\$85,551	\$87,774	\$87,774	\$87,774

The Greeley Education Association and the District Six Board of Education recognize that the vertical step on the salary schedule constitutes recognition of service to the District as well as an increase in salary.

**NOTES:**

Individuals on BA60 will be held harmless if they obtain a Master's Degree and an additional 12 hours of approved credit will result in movement to the MA24. (2003)

Individuals on the MA60 will be held harmless if they obtain an EDS or a PHD. (2003)

Employees currently placed on STEP A with four year's experience will be moved to STEP C for 2004-2005.

## Placement of New Employees

This crossover key for placement of new employees is no longer in effect. Effective the 2012-2013 school year, the crossover key no longer applies to the placement of new certified/licensed employees.

For 2010-2011 and subsequent years until further negotiated, new hires shall be placed on the salary schedule as follows:

Letter C	Step 1, 2, 3, 4
Letter D	Step 5, 6, 7
Letter E	Step 8, 9
Letter F	Step 10
Letter G	Step 11
Letter H	Step 12
Letter I	Step 13
Letter J	Step 14
Letter K	Step 15 or more

This initial placement shall be applicable to all educational columns. After initial placement, employees move letter by letter.

Historical note: This placement key will be placed in Article XXI and be placed next to the salary schedule.  
(Adopted 2010. Revised 2011, 2012)

## **ARTICLE XXII**

### HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE

- A. Credits taken at the university or junior college level are subject to the horizontal advancement chart found in this Article. WHILE PRE-APPROVAL IS NOT REQUIRED, IT IS RECOMMENDED. Pre-Approval forms will be available to employees through the Department of Human Resources, all regular school sites, and on the District 6 web site, and in the appendices to the contract.
- B. There will be two opportunities for horizontal advancement on the Salary Schedule.
1. By March 1 of the year prior to the proposed horizontal advancement, teachers must file an application for horizontal advancement (**Form #1**) through an electronic or online system. Within two (2) days, the employee shall receive a reply confirming the submission of the application. The Department of Human Resources will notify employees of the March 1 application deadline no later than February 15<sup>th</sup> through at least one all-District email, and the district will make the application (**Form #1**) available on the District 6 website or through an online system. Eligible employees can move multiple columns during horizontal advancement, but will have only one payment adjustment per contract year. In order to qualify, course work must be completed by September 1<sup>st</sup>. The coursework approval form (**Form #2**), and the horizontal advancement course listing (**Form #3**) must be submitted by September 1. Payment will not begin until transcripts are received and verified. For qualification, the transcript must be received by October 1. Payment for full-year horizontal advancement will be retroactive to the first contract day of each school year.
  2. Employees who have met all requirements for horizontal advancement, except adequate credits to achieve horizontal advancement by September 1, will have an opportunity to advance for half of the contract year. The Department of Human Resources will send a reminder in October to those applicants who met the March 1 deadline, but did not qualify for horizontal advancement in September. In order to qualify, course work must be completed by January 1. The coursework approval form (**Form #2**) and the horizontal advancement course listing (**Form #3**) must be submitted by January 1. Payment will not begin until transcripts are received and verified. For qualification, the transcripts must be received by February 1. Payment for half-year horizontal advancement will be made from March through August.  
(2014)
- C. Notification of coursework approval or denial shall be made to the employee within 10 (ten) contract days of submission.
- D. Quarters or other credits awarded by universities/junior colleges will be converted to semester credit at the standard rate of conversion. Each one (1) quarter credit equals two-thirds (.67) semester credit.
- E. District 6 Professional Development courses may be offered during or outside of the teacher contract (work) day. Each course occurring outside the teacher contract day shall result in professional development credits at the rate of one-half (.5) semester credit for each seven

and one half (7 ½) clock hours. District 6 professional development courses occurring outside the teacher contract day may also be eligible for compensation.

- F. All expectations for time and responsibilities, as well as the credit and compensation, related to a course shall be clearly stated in the course description and on the registration form.
- G. Once hours are approved, they are banked and can be used for horizontal advancement. Employees on the BA, BA12, BA24, and BA36 may bank up to 6 hours which were not part of their MA program requirements for use toward the MA12 when or after the MA is conferred. Employees on the BA48 may bank up to 12 hours, which were not part of their MA program requirements for use toward the MA12 when or after the MA is conferred. Employees on the BA60 may bank up to 12 hours, which were not part of their MA program requirements for use toward the MA 24 when or after the MA is conferred. Courses taken outside of the District must be approved and banked prior to the date the advanced degree is conferred. This applies only to individuals who move to an MA column after July 1<sup>st</sup>, 2004. (Revised 2000, 2003, 2004, 2005, 2007/2008)



## Horizontal Advancement Criteria (Adopted 2004)

	<b>CATEGORY 1</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>
<b>Acceptable for Horizontal Advancement?</b>	<b>YES</b>	<b>APPROVAL REQUIRED OFTEN ACCEPTED</b> Approvals will be made by the Department of Human Resources (HR) on a case by case basis. Variations may occur based on individual circumstances or District needs.	<b>APPROVAL REQUIRED RARELY ACCEPTED</b> Approvals will be made by the Department of Human Resources (HR) on a case by case basis. Variations may occur based on individual circumstances or District needs.
<b>Approval Process</b>	Complete Horizontal Advancement Form #2 and submit to HR prior to use for horizontal advancement or along with transcripts. If an employee has any doubt whether or not a course fits into Category 1, he is encouraged to request verification from HR.	Complete Horizontal Advancement Form #2 and submit to the Department of Human Resources for approval prior to use for horizontal advancement. Requesting approval prior to the start of a course is not required, but recommended.	Employees who believe a course is relevant to District needs may request approval from HR on Horizontal Advancement Form #2. Approval prior to the start of a course is strongly recommended.
<b>Coursework Requirements</b>	Successful completion of a course that advances an employee's current level of knowledge or skills in a Category 1 area.	Successful completion of a course that advances knowledge or skills in a Category 2 area. Courses suitable for repetition. Courses from different institutions with the same or similar titles but varied content. Repeated courses in areas with significant changes or advancements.	A course that is not successfully completed or is clearly an inappropriate repetition of knowledge or skills previously acquired.
<b>A</b> Relevant to degrees and/or assignments	Coursework directly relevant to the employee's license/endorsement areas.	Coursework in the employee's assigned areas in which he is not licensed/endorsed. Coursework in content areas that are not part of the employee's current or documented future assignment. Coursework in an employee's minor degree areas or other qualified areas. Coursework in areas an employee has been formally notified will likely be part of his future assignment (documentation required).	Coursework taken primarily for personal growth, and not within Category 1 or 2 criteria.
<b>B</b> Applicable to additional qualifications	Coursework applicable to an additional license, endorsement, or Highly Qualified status in areas that have been approved through HR. *Note: Once an employee has approval from HR to pursue additional qualifications, all applicable coursework fits into Category 1.	Coursework applicable to an additional license, endorsement, or Highly Qualified status in areas the employee has not been previously approved through HR. *Note: Employees wishing to pursue additional qualifications and have applicable coursework moved to Category 1 must request formal approval from HR.	Coursework that was taken primarily for purposes of pursuing career opportunities outside of District 6, and not otherwise applicable to Category 1 or 2.
<b>C</b> Relevant to the education profession	Coursework relevant to any identified focus for knowledge, instruction, curriculum, or pedagogy. Areas listed annually by the District. <b>2003-04, 2004-05, &amp; 2005-06, 2006-07, 2007-09, 2009-10, 2010-11, 2011-16: Literacy, Math, ELL/CLD</b> *Note: Courses taken during the year the focus is identified will be honored at the time of horizontal movement.	Coursework not in Category 1, but relevant to the educational field or issues affecting students, staff, schools, or community. EXAMPLES: Child Psychology; Using Electronic Gradebooks; Classroom Management; Poverty; School Safety; ESEA; School Law; Educational Technology.	Courses unrelated to the educational field.
<b>D</b> Applicable to unique circumstances	Coursework the employee has been requested to take by his supervisor or a District administrator required by the employee's evaluation. Written documentation is necessary.	Coursework in an employee's co-curricular assignments relevant to improved instructional skills, student safety, or student performance. EXAMPLES: First Aid and CPR. *Pre-approval is strongly recommended. The number of these hours accepted may be limited.	Coursework in co-curricular areas not meeting Category 1 or 2 criteria; coursework in a co-curricular area in which the employee is not assigned and has not been notified will be part of his future assignment.

<b>E</b> Quality work	Coursework used to obtain an advanced degree or National Board Certification.	Credits for independent study, coursework resulting in PDUs (Professional Development Units), or similar credits from institutions of higher education that would otherwise meet horizontal advancement criteria.	Credits for alternatives to coursework such as individual projects. Any course in which the employee earned a D, F, Unsatisfactory, or otherwise failing grade.
<b>F</b> <b>Department of Professional Development</b>	Credits earned from the District 6 Department of Professional Development. Credits earned from out-of-District activities that have been pre-approved by the Department of Professional Development.	Except for college and university credits, individuals wishing to use credits earned from out-of-District activities toward horizontal advancement must get approval from the Department of Professional Development.	CDE or other out-of-District credits for work such as travel, work, conferences, or workshops, except when approved by the Department of Professional Development.

**ARTICLE XXIII**  
CO-CURRICULAR SALARY SCHEDULE

Effective July 2000	
Group I – 2% of the BA24 Column, steps D-M	
Elementary	Student Council
Middle School	Newspaper (all work out of class; minimum one publication per month.
Group II – 4% of the BA24 Column, steps D-M	
Elementary	Honor Choir (rehearsals outside of school; minimum of four performances)
Middle School	Choir (min. 4 performances) Orchestra (min. 4 performances) Honor Choir (rehearsals outside of school; min. 4 performances) Assistant in Musical (maximum of 1 per middle school per year) Drama (direct a one-act play; max. of 2 per year) Annual (work outside of class) Head Cross Country (coed) Asst. Swimming (coed) Asst. Girls and Boys Track Asst. Girls Volleyball Math Counts (Added 2001) LULAC (Added 2006)
Senior High	Asst. Girls and Boys Tennis Head Weight Training (coed) Asst. Forensics Coach Asst. in Musical (maximum of 1 per senior high, per year) Drama (direct one act play, max of 2 per year) (Added 2001)
Group III – 6% of the BA24 Column, steps D-M	
Middle School	Head Swimming (coed) Head Girls and Boys Track Asst. Girls and Boys Basketball Asst. Football Asst. Wrestling Band (min. 4 performances per year) Forensics (active participation in local and state meets) Student council (6% each if 2 sponsors at a school) Jazz Band (if rehearsals are in addition to regular band) (Added 2001)

Senior High	Head Girls and Boys Golf Orchestra (active performance schedule) Asst. Baseball Asst. Softball Asst. Girls and Boys Track Asst. Girls and Boys Swimming Junior Class Sponsor (Added 2001) LULAC (Added 2006)
Group IV – 7% of BA24 Column, steps D-M	
Middle School	Head Track (coed) Head Girls Volleyball Drama: Direct a major play or musical (max. of 3 per school per year) Student Council (if only 1 sponsor at a school)
Senior High	Drama: Direct a major play or musical (max. of 3 per school per year) Head Girls and Boys Tennis Head Cross Country (coed) Asst. Wrestling Choir (performance oriented) Asst. Girls Volleyball Asst. Soccer Student Council (7% each if 2 sponsors at a school) DECA, FBLA, FCCLA, VICA, FFA (each sponsor at 7%)
Group V- 8% of BA24 column, steps D-M	
Elementary	Head Intramurals (may be divided between head and assistants)
Middle School	Head Intramurals (may be divided between head and assistants) Head Boys and Girls Basketball Head Wrestling Head Football Intramurals
Senior High	Student Council (if only one sponsor at the school) Head Boys and Girls Swimming Head Boys and Girls Track Asst. Boys and Girls Basketball Asst. Football Spirit Organizations

Group VI – 9% on BA24 column, steps D-M	
Senior High	Head Wrestling Head Coed Track Head Baseball Head Softball Annual (work in and out of class) Newspaper (work in and out of class, min. 4 publications a month) Head Girls and Boys Soccer Head Girls Volleyball
Group VII – 10% of BA24 column, steps D-M	
Senior High	Head Football Head Girls and Boys Basketball Band Director (marching, concert & stage bands) Head Forensics

Effective July 2000

Monies for Department Heads/Unit Leaders for Each Middle School	\$4,500
Monies for Department Heads/Unit Leaders for Each Senior High School	\$6,500
Monies for Department Heads/Unit Leaders for Each Elementary School	\$1,800
Monies for Intramurals for Each Senior High School	\$1,800

**2015-2016 Co-Curricular Schedule**

In 2008-09, the Co-curricular schedule is reattached to the salary schedule. Steps occur at the beginning of the contract year.

	I	II	III	IV	V	VI	VII
Steps	2%	4%	6%	7%	8%	9%	10%
D	\$784	\$1,569	\$2,353	\$2,746	\$3,138	\$3,530	\$3,922
E	\$814	\$1,628	\$2,442	\$2,849	\$3,255	\$3,662	\$4,069
F	\$844	\$1,689	\$2,533	\$2,955	\$3,378	\$3,800	\$4,222
G	\$876	\$1,752	\$2,628	\$3,066	\$3,504	\$3,942	\$4,380
H	\$909	\$1,818	\$2,727	\$3,181	\$3,636	\$4,090	\$4,544
I	\$943	\$1,886	\$2,829	\$3,300	\$3,772	\$4,243	\$4,715
J	\$978	\$1,957	\$2,935	\$3,424	\$3,913	\$4,402	\$4,892
K	\$1,015	\$2,030	\$3,045	\$3,553	\$4,060	\$4,568	\$5,075
L	\$1,053	\$2,106	\$3,159	\$3,686	\$4,212	\$4,739	\$5,265
M	\$1,093	\$2,185	\$3,278	\$3,824	\$4,370	\$4,917	\$5,463

**NOTE:** As of school year 2002-03, the Co-Curricular Salary Schedule is based on the BA24 column. The Co-Curricular schedule is attached to the BA24 of the 2015-2016 adjusted salary schedule.

1. The percentages will be based on the current year's BA24, Steps D-M. Out of District experience is not considered.
2. Employees who have had in-District experience on the co-curricular salary schedule and move *up* to another *pay group* will receive 1 year's credit for every 2 years in-District paid experience.
3. Employees who have had in-District experience on the co-curricular salary schedule and move down to another pay group will receive 1 year's credit for every 1 year in-District paid experience.
4. Employees who have in-District experience on the co-curricular salary schedule and are changing assignments within the same pay group will receive (1) one year's credit for every (1) one year's in-District paid experience.
5. Odd numbered years of experience will be rounded UP to the nearest whole year. In no case will a teacher be placed at a step higher than the maximum allowed on the co-curricular salary schedule.
6. The District will provide an additional stipend to coaches and sponsors whose post-season responsibilities exceed the regular season. The stipend will be determined by prorating the individual coach's/sponsor's compensation for the regular season.
7. To compensate teachers for sponsoring classes/clubs/organizations/programs not specifically itemized on this co-curricular salary schedule, the following amounts will be given to each school over 400 students. Elementary: \$1000; Middle Schools: \$1500; Senior Highs: \$2500
8. When co-curricular positions allocated to individual sites are unused, those funds may be reallocated by the Superintendent or designee to fund positions where additional needs exist. (Revised 2002, 2004, 2007/2008, 2012, 2013)

## **ARTICLE XXIV**

### PROFESSIONAL DEVELOPMENT ACTIVITIES/IMPROVEMENT ON THE SALARY SCHEDULE

The District will be responsible for developing and offering classes associated with student achievement. The District may charge up to \$35.00 per .5 credit hour for certified/licensed employees.

Additional classes not developed by the District may be accepted for movement on the salary schedule. The classes will be offered annually. Classes may be available both during and outside contract hours. The classes will fall into the three categories: curriculum, assessment, and instruction and will cover the preschool through twelfth grade continuum. The classes will be designed so they are of high quality and meet student achievement needs of the District. While the classes may be of various lengths, they will be equated to university credits with seven and one half clock hours (7.5) equaling one half (.5) semester credit. This credit may be used for horizontal movement on the Certified/Licensed Salary Schedule and may be used for re-licensure under Colorado statute. Any class that is not eligible for horizontal movement will be clearly designated in advance. Any credits that will be used for re-licensure must meet the requirements under Colorado Statute. (Revised 2011, 2012)

## **ARTICLE XXV**

### ITINERATE TEACHERS

- A. Employees who are required to travel during the school day as a result of an authorized teaching assignment shall be reimbursed at the District's approved rate per mile when their personal vehicle is used for such travel.
- B. Itinerate teachers will be guaranteed the same total amount of lunch and planning time, on a prorated basis, as is consistent in their assigned buildings. Employees who must travel during the school day shall be given sufficient travel time, and travel time between buildings and set up and breakdown time associated with travel shall not be considered part of an itinerate teacher's planning or lunch time.
- C. Expectations for all additional responsibilities performed by teachers in the itinerate teacher's assigned buildings, including but not limited to duties, supervision, conferences, open houses, and meetings, shall not exceed a prorated share of the typical responsibilities in each building. (Adopted 2001, Revised 2003)

## **ARTICLE XXVI**

### OVERLOAD

- A. When an employee agrees to teach an additional class in lieu of a regularly scheduled planning period during a school year, payment for such class shall be at the employee's hourly per diem rate.
- B. Planning time shall be added to the employee's workday before or after the student contact day and included in the employee's hourly per diem rate. (Revised 2002, 2012)

**ARTICLE XXVII**  
PAY FOR CONTRACT EXTENSION

When an employee is hired to work a contract extension as defined in Article I, Definitions, I, all days will be paid at the employee's per diem rate. Contract extensions are subject to annual appropriation and District placement. (Adopted 2004)

**ARTICLE XXVIII**  
STEP OFF LEADERSHIP INCENTIVE

For the 2011-2012 School Year, Step off Leadership is not available per the negotiated hold harmless agreement which includes a 2.81% salary increase for all employees at the bottom of the salary schedule.

For the 2012-2013 School Year, Step off Leadership is not available per the negotiated hold harmless agreement which includes a full salary step/increase for all employees at the bottom of the salary schedule.

- A. Employees who are on the highest paid step of the MA60, Ed.S., or PhD columns are eligible to participate in the Step Off Leadership Plan. Each step off incentive is equivalent to one-quarter of a horizontal move, which is on-going. The step off leadership amount is a permanent, on-going salary increase of approximately .65%, in addition to raises added to the schedule. Eligible employees may earn one (1) incentive each year.
- B. To earn incentive, employees will do one of the following:
  - 1. Three (3) semester credits of coursework and/or District Professional Development (1 semester credit = 15 seat hours; 3 semester credits = 45 seat hours)
  - 2. Individual project(s) utilizing your experience and expertise (Approximately 22-23 hours – half the 'seat hours' of the three semester credits)
  - 3. A combination of coursework and projects. For example:
    - One (1) semester credit plus project(s) of approximately fifteen (15) hours
    - Two (2) semester credits plus project(s) of approximately seven to eight (7-8) hours
- C. A proposal for the coursework and/or project(s) will be turned in to Human Resources by the last day of the first semester in the year preceding the year the salary incentive is to be awarded. The work must be completed by September 1<sup>st</sup> in the year the salary advancement is to be awarded and the reflection sent to Human Resources by October 1<sup>st</sup>. Payment shall be retroactive to the beginning of the year and shall become part of the employee's regular salary. (Revised 2011, 2012)

**ARTICLE XXIX**  
LICENSED PERSONNEL EVALUATION COUNCIL

The Licensed Personnel Evaluation Council (LPEC) was established in 1991 to study, provide oversight, evaluate, address concerns, and develop specific recommendations for improving the District evaluation policy and procedure. LPEC will be co-chaired by the chief administrative officer of human resources (HR) or designee and the president of the Association or designee.



The membership of LPEC shall include the following:

1. 4 Association members appointed by the Association.
2. 4 administrators appointed by HR
3. 4 citizens, 2 of whom will be nominated by the Association, and 2 of whom will be nominated by HR, subject to Board approval.
4. Additional members as mutually agreed upon by HR and the Association subject to approval by the Board.
5. Members shall serve staggered two-year terms.

LPEC shall have the following duties:

1. Recommend to the Board changes in the licensed evaluation policy and procedure to be consistent with state law.
2. Make suggestions regarding student assessment data, format and forms that will be used in the evaluation of licensed personnel and will ensure that every teacher is evaluated using multiple, fair, transparent, timely, rigorous and valid methods. (Adopted 2011)

### **ARTICLE XXX**

#### **SB 10-191 TASK FORCE**

In order to address the need to revise provisions in the Master Contract as a result of SB 10-191, a joint task force will continue as the SB 191 Task Force.

The Task Force will be comprised of five representatives to be appointed by the District and five representatives to be appointed by the Association.

The Task Force will address issues raised by SB 191 including, but not limited to, reductions in force, transfers, removal or displacement from a school, limited-term assignments, loss of non-probationary status, the appeal and grievance process for evaluations, and the priority hiring pool process.

The Task Force will continue work in the early Fall of 2012 and will present recommendations to the bargaining teams in January. Certified task force members will be compensated at the district hourly rate or through release time.

This Article XXX will sunset and the Task Force will be disbanded upon full implementation of the provisions of SB 191.

The Task Force will be guided by the provisions of the "Council/Joint Study/Recommendation Groups Guidelines" found in Article V, Section C of the Master Contract. (Adopted 2011, Revised 2012)

## **MEMORANDA OF UNDERSTANDING**

### Joint Study /Recommendation Group on Performance Pay

The Joint Study/Recommendation Group on Performance Pay will meet no less than once a month beginning no later than September 15<sup>th</sup>, 2009 for the purpose of studying, evaluating, and developing recommendations for a system or systems of pay for performance. The group shall provide a report to the District Administration and Association at appropriate intervals.

### Guidelines for Non-Contact Days

#### A. Use of non-contact days

1. Three (3) total days for individual planning and/or preparation by the employee
2. Four (4) total days for School Improvement and/or District In-service

B. Building staff and parents shall be included in planning the use of non-contact School Improvement days and are encouraged to think in terms of traditional and non-traditional uses of time, talents and energies. (Adopted 1987; Revised 1/1/91; Revised 1999, 2004)

### Evaluation Tool

Organization Effectiveness Goal, Target B, Strategy #1 will be removed from the Strategic Plan. The revised Strategic Plan shall be republished in all its forms to reflect the removal of Strategy #1. The existing Certified Evaluation system will remain in place in 2007-2008, and any future modifications to the Certified Evaluation system shall be made through the District's Certified Performance Evaluation Council.

The Greeley Education Association will withdraw their Evaluation proposal from the spring, 2007 negotiations.

This Memorandum of Understanding is grievable.  
(Adopted 2007/2008)

### School Based Decision Making

School Based Decision making was designed to improve schools and student achievement by raising the status of the education profession and increasing parent involvement. Decisions made in District 6 should reflect a commitment to centralized ends and decentralized means. The Board and the Association recognize that increased opportunities for staff and community involvement in building level decision making are essential if we are to achieve our District goals and our ongoing mission of ensuring the best possible learning environment in our schools. We must ensure that all stake holders share accountability for student achievement. The School Board, students, parents, teachers, support staff, administrators and community must be partners in this effort. We must continue to foster an environment of professional collaboration among all stakeholders who must have an authentic role in decisions, which affect instruction and the delivery of educational programs.

Each school should have a decision making process in place that:

1. Fosters an environment that insures collaboration among all stakeholders.
2. Assists in the preparation of a School Improvement Plan that will be submitted to the Board. That plan should include strategies that focus on the achievement of State Standards and District goals.
3. Provides for an annual review of the School Improvement Plan to address the goals of the School Board, State Accreditation and the School Report Card generated by the state. [The administration and GEA will provide facilitation upon request to support and assist in the annual review.]
4. Provides an appropriate avenue for representative input from all education professionals, parents, students, business community, and interested citizens.
5. Involves all stakeholders on issues related to the schools instructional program and which are in support of the goals of the School Improvement Plan and the state or District's goals.

To facilitate school-based decisions, schools shall have the opportunity to request waivers of administrative procedures, which shall be given every consideration. Such waivers, when agreed to by all parties, shall apply to the requesting site only and must be approved annually.

Council/Joint Study/Recommendation Groups Guidelines

District #6 Creed

*We are committed to fostering a culture in which we protect and practice:*

*Supportive collaboration and trust*

*Caring, celebration and humor*

*High expectations for ourselves and others*

*Valuing human dignity and diversity*

*Freedom to question and disagree with respect*

*Honoring people's personal and professional time*

*Freedom with responsibility*

*Most of all, we share a passion for quality.*

.....  
**Charge and Expected Product of the Committee** \_\_\_\_\_

\_\_\_\_\_

**Members of the Committee** \_\_\_\_\_

\_\_\_\_\_

**Committee Co-Chairs** \_\_\_\_\_

**Dates to report to Superintendent and GEA President**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Date to Report to the Negotiations Team** \_\_\_\_\_

**Decision Making and Quorum Guidelines**

**Group Operating Procedures** \_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

**Attendance**

**Present** \_\_\_\_\_

**Absent** \_\_\_\_\_

**Minutes: Please attach minutes when submitting report**

**Request for Assistance (state reason assistance is desired)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Benefits Committee

The GEA and the Board of Education agree to continue the previously established Benefits Committee to study, provide oversight, evaluate, address concerns, and develop specific recommendations for controlling costs and providing health and medical benefits to eligible employees.

The committee will recommend modifications to the Superintendent and Board as needed.

The committee will monitor revenue and expenditures.

The membership of the committee shall include the following:

Three Association members appointed by the Association, one of which also serves on the Association negotiations team.

Two administrators, one of which who also serves on the Board's negotiations team.

Classified representation in equal representation to the Association.

Other such members as mutually agreed upon by the committee.

Members shall be appointed annually.

### Concerning Budget Input

The GEA president and vice-president or designees shall have an opportunity to participate in budget development at work sessions regarding the annual budget. It is understood that the Board has final authority in budgetary matters. The GEA agrees to participate in District-wide budget committees as constituted by the Board of Education. (Adopted 2000, Revised 2004)

### Salary Committee

The Salary Committee will be convened at the direction of the negotiations team. Reports will be completed on the standardized form referenced in Article V of this contract. The Committee will adhere to the guidelines in Article V, Section C. Reports will be due as determined by the negotiations team. The GEA agrees to participate in a Joint Study Group with the charge of reviewing and recommending revisions to the salary schedule. (Amended 2004)

Salary Committee Charge:

The charge of the Salary Committee may include but is not limited to identifying and discussing compensation issues.

The Salary Committee will be convened no later than January 21<sup>st</sup>, 2008 for the purpose of developing a revised Crossover Key that will not harm existing employees. The final report shall be due to the Superintendent and Association President no later than April 30<sup>th</sup>, 2008. The committee shall follow the guidelines in the MOU on Salary Committee and Article V, Section C. (Adopted 2007/2008)

## Elementary and Secondary Education Act Committee

The charge of the ESEA Committee will be to assist employees/staff in understanding the Elementary and Secondary Education Act and to make recommendations which will benefit both the District and employees within the new federal guidelines. The committee will adhere to Article V, Section C and will meet monthly starting in September, 2003 and as needed thereafter. A final report will be given to the Superintendent and President of GEA no later than the last working day in March, 2004. This committee may reconvene at a time determined to be essential.

## Elementary Teacher Workload and Teacher Effectiveness Task Force

A Steering Committee will be convened in May, 2005 to address elementary teacher workloads and effectiveness. This Steering Committee will be composed of two (2) Central Office administrators or designee(s), two (2) elementary principals, two (2) members of the GEA Board or designee(s), and two (2) GEA appointed elementary teachers. The Board of Education will be invited to send representative(s) to the Steering Committee.

The Steering Committee will design a plan for a Task Force which will begin meeting in the summer of 2005 and continue over the 2005-2006 school year. The Steering Committee will select the participants to be included in the Task Force, with at least one (1) teacher from each elementary school selected. Participants will be paid at \$18 per hour and will receive three (3) AAT credit hours for completed blocks of fifteen (15) hours not to exceed forty-five (45) hours. The Steering Committee will create a timeline and charge for the Task Force which may include:

- Reduction of teacher workload
- Increasing teacher effectiveness
- Elimination of redundant testing
- Simplifying the report card process
- Calendar alignment with report cards and conferences
- Other items as determined by the Steering Committee

The Task Force will make recommendations to the superintendent, the Board of Education, GEA Board, the negotiations teams, and appropriate committees.

## Elementary Art, Music, and P.E. Relief

For any elementary art, music, or P.E. teacher who must travel to three (3) or more buildings as part of their assignment, there will be a \$1,500 stipend.

Principals may choose to purchase the remainder of the elementary art, music, or P.E. teacher's contract. To assist elementary art, music, and P.E. teachers, the district will offer these teachers fifteen (15) seat hours of training in reading, math, and/or ELL for which they will receive performance pay and one (1) semester hour of district AAT credit.

The district will work on a system of scheduling that will make traveling teachers' schedules as reasonable as possible.

## **APPENDIX**

### Overload Examples

BA 48, Step K: \$50,296  
184 day contract

Per diem rate (contract rate / 184):  $\$50,296 / 184 = \$273.35$

Hourly per diem rate (per diem rate / 8):  $\$273.35 / 8 = \$34.17$

Yearly one hour overload (184 x hourly per diem rate):  $184 \times \$34.17 = \$6,287.28$

½ year (one semester) on hour overload (92 days x hourly per diem rate):  $92 \times \$34.17 = \$3,143.64$

½ year (one semester) hour and ½ overload (92 x hourly per diem rate):  $92 \times \$51.26 = \$4,715.92$

(Revised 2001, 2012)

**2015-2016 MASTER AGREEMENT GEA RATIFICATION  
AND BOARD OF EDUCATION APPROVAL**

**Ratified by the Association Membership on October 19, 2015.**

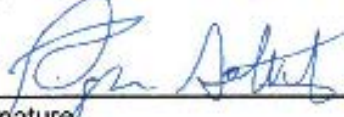
Patricia Otto, President, Greeley Education Association

  
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Signature

10/24/15  
Date

**Approved by the Board of Education at the public meeting on October 26, 2015.**

Roger DeWitt, President, Weld County School District 6 Board of Education

  
\_\_\_\_\_  
Signature

OCT. 26, 2015  
Date