



collective Bargaining Agreement

Between

SCHOOL DISTRICT NO. SIX

Arapahoe County
Littleton, Colorado

and the

LITTLETON EDUCATION ASSOCIATION

August 1, 2018 – July 31, 2021

(Effective Date: August 1, 2018)

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ARTICLE ONE

GENERAL

1.1 Parties. This Agreement is made by the Board of Education of School District No. 6 of Arapahoe County, Littleton, Colorado, and the Littleton Education Association.

1.2 Term. The term of this Agreement shall commence at 12:00 a.m. (midnight) on August 1, 2018, and shall be effective through 12:00 (midnight) on July 31, 2021. All provisions of this Agreement shall commence and terminate their effectiveness in accordance with this provision except where expressly stated otherwise.

1.3 Governing Law. This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado.

1.4 Cancellation. Pursuant to Section 22-10-110(5), C.R.S., the District shall have the right to cancel any financial obligation undertaken in this Agreement if the Board of Education fails to budget and appropriate adequate and sufficient funds to meet the District's obligations hereunder. The District may effect such cancellation by giving the Association written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current fiscal year, stating it has failed to budget and appropriate sufficient funds to meet its obligations under the Agreement. Upon cancellation as provided in this paragraph, the District shall not be responsible for any payment which would fall due after the end of the fiscal year in which notice of cancellation was given, but shall be required to meet promptly with Association Representatives to renegotiate the cancelled obligation.

1.5 Non-Discrimination. The District and the Association agree that there shall be no discrimination against any Teacher on the basis of race, gender, religion, color, national origin, sex, age, gender identity, sexual orientation, marital status, ancestry, genetic information, disability, conditions related to pregnancy and childbirth, other protected status, First Amendment, or participation in the Association.

1.6 Harassment Prevention. The District supports a school and workplace climate that is conducive to teaching and learning that is free from harassment. Harassment is defined as unwelcomed or unsolicited verbal, physical, or sexual conduct which creates an intimidating, hostile, or offensive workplace. It may include any written or verbal expression, or physical or electronic act or gesture or a pattern thereof that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any employee.

ARTICLE TWO

DEFINITIONS

2.1 Teacher. The term "Teacher" is defined as those persons whose employment contract requires an alternative, provisional, or professional license under the Colorado Educator Licensing Act of 1991. Teachers, as defined, will not have evaluative responsibilities, as described in Section 22-9-101, C.R.S. et. seq. Specifically excluded from this definition are coordinators, principals, administrators, substitute Teachers and Transition Year Teachers.

2.2 Board or Board of Education. The term "Board" or "Board of Education," as used in this Agreement, shall mean the Board of Education of School District No. 6, County of Arapahoe, State of Colorado, and such agents, representatives or employees as it may choose.

2.3 District. The term "District," as used in this Agreement, shall mean School District No. 6, County of Arapahoe, State of Colorado, and such agents, representatives, or employees as may be appointed by the Board to represent the District.

2.4 Association. The term "Association," as used in this Agreement, shall mean the Littleton Education Association.

2.5 Days. The term "days," except where specifically stated otherwise, shall refer to and mean all days when the Administrative Offices of the District are open.

2.6 Bargaining Unit. The term "Bargaining Unit" refers to all Teachers in the District represented by the Association for purposes of collective bargaining. Teachers are part of the Bargaining Unit, whether or not they are members of the Association.

2.7 Building Staff. As used herein, the term "building staff" refers to the professional staff occupying positions requiring a teaching license and specifically including Teachers, administrators, and special service providers.

ARTICLE THREE

RECOGNITION

3.1 Recognition. The Board hereby recognizes the Association as the sole and exclusive representative of the Teachers as a Bargaining Unit for the purpose of collective bargaining:

Including: All licensed contract Teachers and special service providers.

Excluding: Coordinators, administrators, substitute Teachers, and any and all other employees of the District.

3.2 Teacher Independence. Notwithstanding the provisions of Section 3.1, any Teachers under this Agreement may, at any time, discuss and explore any matter with appropriate employees or officers of the District without the necessity of involving the Association, its officers or employees in such meeting, conference or discussion.

3.3 Association Membership. Each Teacher employed by the District within the Bargaining Unit may, but need not, become a member of the Association.

3.4 Non-Discrimination. Neither the Board nor the Association nor their members, agents, representatives, or employees shall discriminate against any Teacher as a result of his or her membership or non-membership in the Association.

ARTICLE FOUR

DUES DEDUCTION

4.1 Dues Deduction. The District agrees to deduct from each Association Member's salary an amount to cover Association dues, as established by the Association from time to time, and as each individual Teacher may voluntarily authorize to be deducted, and to transmit the amount so deducted and so authorized to a specified representative of the Association on a monthly basis.

4.2 Lump Sum or Monthly Installments. Individual Teachers may elect to have the annual Association dues deducted in a lump sum or in twelve (12) equal monthly installments by indicating same on the form provided for that purpose and transmitting same to the Association.

4.3 Forms for Deduction. Every Teacher who desires to authorize dues deduction shall file with the Association a signed and dated "Littleton Public Schools, Salary Deduction Authorization." The forms shall include a waiver of all rights and claims against the Board and the District, and the officers and agents thereof, for monies deducted and remitted to the Association, and an agreement that the District may continue to make such deductions and remittances from year to year.

4.4 Canceling Dues Deduction. Any Teacher who has previously authorized dues deduction as set forth in this Article, may discontinue the dues deduction by notifying the Association in writing prior to September 5th. Dues deduction will cease effective with the September payroll. The Association will promptly inform the District of such cancellation.

4.5 Hold Harmless. The Association agrees to save the Board and the District harmless from any suit, action, complaint, or the like, growing out of these deductions, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association. The Association agrees that, in the event of any litigation against the District, its agents or employees, arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees and costs.

4.6 Association Notification. The Association shall notify the District Payroll Office in writing, of the current rate of membership dues to be applied with respect to any dues deductions set forth in this Article. Any such notification shall not be effective until thirty (30) days after receipt of such notification by the appropriate officials of the District.

4.7 Absence. If a member of the Association had no earnings due for the month, deductions will not be made for that Teacher for that month. Similarly, any arrearage in dues of the Association shall be the responsibility of the Association, and will not be collected through the dues deduction mechanism set forth in this Article.

ARTICLE FIVE

RIGHTS OF THE PARTIES

5.1 *Association Rights*

5.1.1 Posting Notices. The Association shall have the privilege of posting notices of its activities and matters of official concern to the Association (but excluding any matter of a partisan political nature or which involves in any way campaigning for, soliciting funds for, or taking positions on candidates, ballot issues, or questions in local, state, or national elections) on a bulletin board located in the faculty lounge at each building, as well as other locations that may be approved by the building principal. At least one (1) copy of any item to be posted on the bulletin board shall be provided to the building principal prior to posting. It is the intent of the parties to comply with the Colorado Fair Campaign Practices Act.

5.1.2 Association Leave. The Association may be granted up to fifty (50) days of released time per fiscal year (non-accumulative) to be used by Association representatives, as approved by the Assistant Superintendent of Human Resources. The Association will reimburse the District for the cost of substitutes for such released time, except that the Association shall not be required to reimburse the District if the released time was for Association representatives to attend negotiations with the District pursuant to Article Seven of this Agreement or for other mutually scheduled meetings with the District. The District shall provide the Association with a statement of the non-accumulative released time and dollar amount to be reimbursed by June 15th each year. The Association shall reimburse the District within thirty (30) days following the statement from the District.

5.1.3 District Information. The Board's policies are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement which affect employees covered by this Agreement, the District's Administration shall inform the Association at a reasonable time prior to the initiation of such change, in order to provide time for the Association to consult with its members.

5.1.4 Use of District Facilities. The Association and its representatives may use school buildings for general Association meetings and functions as an organization exempt from use fees as set forth in Board Policy KG-R. Association committees may use building rooms upon approval by the building principal.

5.1.5 Printing of Agreement. The Board and the Association will mutually agree upon an acceptable format for the *Collective Bargaining Agreement*. The Board will produce sufficient copies for distribution on an as-needed basis. Additionally, the Association will reimburse the Board one-half (1/2) of the cost of printing. The cost of printing shall be defined as the cost of materials, plus ten percent (10%).

5.1.6 District Communication Systems. The Association may use the District mail service (including electronic mail) and Teacher mailboxes for communicating with Teachers. However, the Association agrees to not utilize Teacher mailboxes for any purpose inconsistent with the Colorado Fair Campaign Practices Act. Nothing herein shall entitle the Association to the use of any District funds or any District in-kind contributions to support or oppose any candidate or ballot issue or question, or to urge voters to support or oppose or vote in favor of or against any candidate or ballot issue in violation of the Colorado Fair Campaign Practices Act or any Federal or State statute, constitutional provision, or law. The Association agrees to save and hold harmless the Board and the District from any action arising from the Association's use of District mail (including electronic mail) and Teacher mailboxes.

5.1.7 Association President Leave. Upon request from the Association, the District will grant the President of the Association a leave of absence for the term of office. The Association will reimburse the District the amount of the BA – Step 6 salary, plus eighteen percent (18%) to offset fringe benefits. The District will, at its expense, maintain PERA, life, dental, health, and disability insurance for the Association President. The District contribution for benefits provided to the Association President will be comparable to the contribution provided to Teachers by this Agreement. Any leave taken by the Association President on a Teacher contract day shall be reported to the District's Department of Human Resources through the Littleton Absence Reporting System (LARS). The time spent on leave will be recognized as experience credit for advancement on the salary schedule. Effective with the school year immediately following a leave, the person on leave will be returned to a position similar to the one held at the time the leave commenced in accordance with the provisions of Section 10.16 hereof.

5.1.8 Association Business. The Association President or the Association UniServ Director and/or their authorized designee shall be permitted to conduct Association business and visitations on school property. Such visitations will not interfere with regularly scheduled Teacher duty time and the Association President or UniServ Director will notify the school office upon arrival. Association Representatives may conduct Association business in their buildings before and after school and during common lunch periods.

5.2 District and Board Rights

5.2.1 Board Power and Authority. The Board and the Association agree that in entering into this Agreement, the Board, the Association and the Teachers will be bound by its terms. However, the making of this Agreement shall in no way imply a lessening, reduction, or restriction of the Board's power and discretion in areas where the contract is silent. Accordingly, except as otherwise expressly set forth in this Agreement, the Board retains the sole and exclusive right to:

- Determine the budget and fiscal policies of the District;
- Direct the work force;

- Hire Teachers (including determining any standards applicable to employment);
- Terminate the employment of Teachers;
- Evaluate Teachers;
- Determine the mission of the District and the methods, processes, and means by which said mission is to be fulfilled;
- Determine the duties of a position;
- Determine the size, composition, make-up and distribution of the work force;
- Determine building, department or division rules, procedures, standards and the like;
- Set schedules of work;
- Decide any matters of an academic or policy nature;
- Determine that a reduction in force is required and reduce the force in accordance with Article Seventeen; and,
- Do or determine any other things not expressly set forth in this *Collective Bargaining Agreement*.

5.2.2 Association Information. The Association agrees to provide to the District, and to keep current any such submission, the following information:

- a. The name and legal address of its organization;
- b. A list of the officers of the Association;
- c. A list of any organizations with which the Association is affiliated;
- d. A copy of its Articles of Incorporation and By-Laws.

ARTICLE SIX

GRIEVANCE PROCEDURE

6.1 *Definitions*

6.1.1 *Grievance.* The term "Grievance" shall mean a complaint by a Teacher covered by this Agreement as set forth in Section 2.1, that there has been a violation or misinterpretation of an express provision of this Agreement. Notwithstanding the foregoing, a Grievance shall not include any matter where: (1) the method of review is prescribed by law (for example, Teacher status, non-renewal or reduction in force); or (2) the Board is without authority to act.

6.1.2 *Grievant.* The term "Grievant" shall mean a Teacher who has filed a written Grievance bearing the Teacher's signature.

6.1.3 *Superintendent.* The term "Superintendent" shall include any person designated by the Superintendent to act as an official representative.

6.2 *Procedure*

6.2.1 *Level One – Principal*

6.2.1.1 *Informal Resolution.* A Teacher with a Grievance is encouraged to discuss the contract interpretation in question with his/her principal or immediate supervisor. This may include the use of a mutually agreeable third party to facilitate a resolution between the parties. Any expenses incurred associated with the use of a facilitator will be shared between the parties. This discussion must occur within twenty (20) days of the act upon which the Grievance is based.

6.2.1.2 *Formal Grievance.* To commence a formal Grievance, a Teacher must file a written Grievance with his/her principal within ten (10) days of the act upon which the Grievance is based or within ten (10) days of the meeting with the principal described in Section 6.2.1. The principal shall hold a meeting with the Grievant within ten (10) days after receipt of the written Grievance. A District Representative may accompany the principal and an Association Representative may accompany the Grievant. The principal shall provide a written response within ten (10) days of the meeting to the Grievant and the Association Representative involved.

6.2.2 *Level Two – Superintendent.* If the Grievant is not satisfied with the disposition of the Grievance at Level One, or if no decision has been rendered within ten (10) days after the Formal Level One meeting, then the Grievant may appeal to the Superintendent by filing a notice of appeal within ten (10) days after receipt of principal's written decision or within twenty (20) days after the Formal Level One meeting, if no decision has been issued by the principal. The

Superintendent shall have ten (10) days to arrange for and hold a meeting with the Grievant and a representative, unless the Grievant waives his/her right to such representation, and, at the Superintendent's discretion, the principal, immediate supervisor or other party or parties involved in the matter on behalf of administration. Upon conclusion of the meeting, the Superintendent will have ten (10) days to provide a written decision to the Grievant and the Association Representative involved.

6.2.3 Level Three – Advisory Arbitration. If the Grievant is not satisfied with the disposition of his/her Grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two meeting, the Association may, within fifteen (15) days after a decision by the Superintendent, or twenty-five (25) days after the Level Two meeting, whichever is sooner, request arbitration if the Grievance involves the interpretation, meaning or application of any of the provisions of this Agreement. Arbitration requests must be in writing, signed by the Grievant and the Association Representative, and received by the Assistant Superintendent of Human Resources within the time provided. If any question arises as to arbitrability, the arbitrator selected to hear the dispute would first rule upon such question.

6.2.4 Ten-Day Timeline. Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment, the parties shall select an arbitrator in the same manner as the fact finder is selected under Section 7.7.1 of this Agreement, with the Grievant striking the first name.

6.2.5 Arbitrator Timeline. The arbitrator selected will confer with the representatives of the District and the Association, and hold hearings promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if final arguments are in writing, then from the date the final arguments are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association. The Board shall take official action on the advisory report at its next regularly scheduled meeting.

6.2.6 Costs for Arbitrator. The costs for the service of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of the hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

6.3 **General Provisions**

6.3.1 Retaliation. No reprisals will be taken by the Board or by any member of the administration against any Grievant or participant by reason of such participation.

6.3.2 Sole Forum. The Grievance procedures set forth in this Article shall be the exclusive forum for obtaining redress or relief for an alleged violation of this Agreement.

6.3.3 Time Limits. Failure of the District at any step of this procedure to communicate the decision in writing on a Grievance within the specified time limits shall permit the Grievant to proceed to the next step. Failure of a Grievant at any step of this procedure to appeal a Grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

6.3.4 Grievance Forms. Model forms for filing Grievances and other documents necessary for the administration of this Agreement will be available through the District Human Resources Department and the Association, including online access.

At a minimum, a Grievance filing must contain the following information:

- a. The date on which the matter complained of occurred;
- b. The sections or provisions of the *Collective Bargaining Agreement* allegedly misapplied or misinterpreted;
- c. The disposition sought by the aggrieved employee;
- d. The signature of the employee or employees who claim to be aggrieved by the matter being complained of and to whom any remedy shall apply; and
- e. The date the Grievance is submitted.

6.3.5 When Grievance is Forfeited. No Grievance shall be recognized by the Board unless it shall have been presented at the appropriate level within the time limits stated in Section 6.2.1.2. If not so presented, the right to file a Grievance will be forfeited.

6.3.6 Exception. Any matter for which an administrative forum is provided by law shall not be proper subject for Grievance and/or arbitration under this Grievance procedure, unless the Grievant has signed a waiver of his right to use such administrative forum. If the Board rejects an arbitrator's award, the waiver is null and void, and the Grievant may use other administrative forums as provided by law.

6.3.7 Non-Grievable Matters. Matters not covered by this Agreement or reserved for the determination by the Board pursuant to Section 5.2.1 shall not be subject to the Grievance provisions of this Agreement.

6.3.8 Extension of Time. Time limits under this procedure may be extended by mutual written consent.

6.3.9 Mediation. Nothing herein shall preclude the parties from agreeing to mediate a Grievance which is otherwise timely filed under this procedure. Once a Grievance is submitted in written form at Level One (Section 6.2.1.2), the parties may agree to mediate the issue. In the event mediation is utilized, the procedures outlined in Section 6.2 shall be held in abeyance for a period of sixty (60) days to permit mediation to occur. In the event mediation is not successful in resolving the dispute, the District will render a response which will have the effect of a Level Two response. Thereupon the Grievance may proceed in accordance with the requirements of Section 6.2.3.

The Association President and the Assistant Superintendent of Human Resources will determine the format and timetable of mediation by mutual agreement.

6.3.10 Parties. The District and the Association are the parties to the Grievance and arbitration provisions of the contract.

6.3.11 Attorneys Not Required. Neither the District nor the Association are required to be represented by attorneys in an arbitration proceeding.

6.3.12 Access to Information and Discovery – The District and the Association both desire that the Grievance and arbitration provisions set forth in this Agreement remain fast, efficient, and informal. Accordingly, while either party may request information from the other, neither the District nor the Association shall have the right to submit interrogatories, requests for production, or to take depositions or otherwise to engage in discovery in any matters subject to the Grievance procedure, except in rare and unusual instances regarding a matter subject to the Grievance and arbitration provisions. Where either party requires information or data in the unique control of the other party, an arbitrator may require a party to produce to the other reasonable data or information which the arbitrator reasonably deems necessary for a just adjudication of the matter. Any such access to information shall be specific and narrowly addressed to the information necessary under the circumstances.

ARTICLE SEVEN

NEGOTIATIONS

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

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

7.3 Topics of Negotiations. Both parties recognize that topics appropriate for negotiations should be areas of joint interest regarding compensation, time-off benefits and working conditions of Teachers. While either party may bring topics to the negotiation process, neither party is compelled to agree on a topic or compelled to include a topic within the *Collective Bargaining Agreement*.

7.3.1 Topics that are part of Collective Bargaining Agreement. Both parties recognize the following topics as part of the *Collective Bargaining Agreement* and subject to formal negotiations. As such, these topics will be subject to all procedures as set forth in this Article:

- Salaries and wages
- Insurance benefits
- Time-off benefits
- Negotiations timetable and ground rules
- Impasse procedure
- Grievance procedure related to disputes arising out of the *Collective Bargaining Agreement*
- Recognition
- Dues deduction
- Definitions
- No strikes
- Rights of the parties
- Entire agreement, waiver of bargaining
- No waiver of terms

7.3.2 Expansion of Collective Bargaining Agreement Topics. The *Collective Bargaining Agreement* may be expanded by the addition of topics not identified in 7.3.1, upon mutual agreement. Any additional topics will come under all provisions of this Agreement except that Section 7.7 (Fact-finding) will not be available.

7.4 Negotiations Procedures

7.4.1. Commencing Negotiations

7.4.1.1 Compensation and Insurance. Notwithstanding that this is a three-year agreement, the parties agree to negotiate compensation and insurance annually during the term hereof. The parties shall commence compensation and insurance negotiations no later than February 15th of each year. The scope of discussions will include salary and related issues, the District and employee contributions to employee insurance coverage, and recommendations from the District Insurance Committee, if any.

7.4.1.2 Contract Renewal. The parties agree to initiate negotiations on a successor agreement not later than six (6) months prior to the date this Agreement expires.

7.4.1.3 Reopening Specific Topics. No later than the date that compensation and insurance negotiations begin, either party may initiate renegotiation of up to two (2) other specific topics covered by this Agreement by presenting the other party a brief description identifying the nature of the concern. The parties may agree to negotiate additional items by mutual agreement. The parties will then meet, review the lists of reopener proposals, and jointly determine the negotiation agenda for the year.

7.4.1.4 Additional Negotiations. The parties agree that that there may be years in which it will be beneficial for the parties to conduct negotiations throughout the entire school year. Such determination shall be jointly made utilizing the following procedure:

7.4.1.4.1 Parties to Confer. Representatives of the parties shall confer prior to September 15th to determine if additional negotiations meetings from September through January shall be useful and, if so, to mutually agree upon the issues for these negotiations sessions.

7.4.1.4.2 Additional Negotiations Meetings. If it is determined that such additional negotiations meetings will be useful and issues have been mutually agreed upon, then the parties' negotiations teams shall meet prior to September 30th to schedule negotiations sessions from October through January. Such meetings shall be conducted at times and places agreeable to the negotiators named by each party, approximately one (1) time per month.

7.4.1.4.3 Tentative Agreements During Additional Meetings. All tentative agreements reached during these additional negotiations sessions shall be subject to the same ratification and approval process as outlined in Section 7.8.

7.4.1.4.4 Other Provisions Still Apply. All other provisions of this Article shall apply. Specifically, the parties acknowledge that these negotiation sessions and timing for exchanging issues shall be in addition to those permitted by Section 7.4.1.3.

7.4.2 Negotiation Process. Both parties have an interest in a negotiation process that is effective in resolving problems arising in or relating to negotiations. Toward this end, the parties agree that, based on available information, the best negotiation procedure would include the steps outlined in this section. The parties may agree to alter this procedure as deemed appropriate to deal with circumstances as they arise.

7.4.2.1 Understanding Concerns and Interests. Both parties assure themselves that they understand the concerns and interests of the other party;

7.4.2.2 Parties Identify Criteria and Standards. The parties identify criteria and standards for evaluating available alternatives;

7.4.2.3 Teams Identify Alternatives. The negotiating teams identify alternatives to address the identified concerns;

7.4.2.4 Parties Review and Evaluate Alternatives. The parties review and evaluate the available alternatives and identify the recommended course of action;

7.4.2.5 Place in Writing, Items for Review by Board and Teachers. The parties place in writing any items agreed upon for review and formal action by the Association and the Board of Education.

7.5 Facilitation. The Board and the Association recognize that from time to time the negotiating teams of the parties may find it difficult to readily achieve agreement. Whenever it is deemed appropriate or beneficial to do so, the parties may engage the services of one (1) or more experts, consultants or facilitators as they may jointly agree would benefit the process of reaching agreement on that item or items. It is specifically contemplated that the parties might engage individual(s) with demonstrated knowledge or expertise in a given topic under discussion, or skills and abilities in dispute resolution to serve as facilitator(s) to assist the parties in reaching resolution. Fees and expenses of consultant(s) and facilitator(s) jointly agreed upon will be shared equally by the Board and the Association.

7.6 Mediation. If either party believes in good faith that negotiations are at impasse, such party shall initiate mediation prior to fact-finding. If the parties are unable to agree on a mediator, then a mediator shall be chosen by the same procedure as outlined for selecting a fact-finder.

7.7 Fact-Finding. In the event the parties are unable to reach agreement through negotiation, facilitation or mediation with regard to one (1) of the topics set forth in Section 7.3.1, then the dispute may be submitted to advisory fact-finding by either party.

7.7.1 Selecting Fact-Finder. The Board and the Association will attempt to mutually agree upon a fact-finder. If the parties are not successful in selecting a desired neutral in this fashion, either party may submit a request to the American Arbitration Association for selection of a neutral or neutrals according to its then current rules, requesting the American Arbitration Association to submit identical lists of names of five (5) persons skilled in resolution of educational labor disputes to each party within seven (7) calendar days. Five (5) days after receipt of the list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The remaining name shall be the neutral. If the parties have initiated fact-finding jointly, the party striking first shall be determined by lot. If one (1) party has initiated the request for fact-finding, that party shall strike first.

The dates, times, and format of meetings and hearings will be arranged by the fact-finder.

7.7.2 Time Limits. Whenever an issue involved in fact-finding concerns wages or benefits or has a cost impact, fact-finding hearings must be concluded by no later than forty (40) days from the date of the request for fact-finding. By mutual agreement, the dates may be altered. In all other cases, the decision must be issued within thirty (30) days of the date the fact-finding hearing ends.

7.7.3 Hearings. The fact-finder shall convene a hearing upon at least ten (10) days written notice to both parties at which both parties may appear to present the facts and argument with regard to those matters remaining in dispute. Hearings shall be conducted in accordance with the rules of the American Arbitration Association, and shall be open to the public. The formal rules of evidence will not apply, but evidence of informal exploratory offers during negotiations shall not be admissible. Each side shall be required to submit its final formal offer prior to the commencement of the hearing. "Formal Offer" shall mean an offer in writing covering all aspects of the particular disputed issue. The fact-finder's written recommendations with reasons therefore shall be served on both parties. The parties will promptly take action with regard to the advisory report.

7.7.4 Responsibility and Authority of the Fact-Finder. The fact-finder shall select as his/her recommendations either the final formal offer of the District or that of the Association on each issue remaining in dispute, unless the fact-finder is persuaded that another position would be more appropriate. The fact-finder shall state the reasons in support of the recommendations.

The fact-finder shall consider each of the following factors:

- a. State and federal laws that may apply;

- b. Any stipulations of the parties;
- c. The interest and welfare of the public;
- d. The ability of the District to finance economic adjustments and the effect of such adjustments on the normal existing standard of public services provided by the District;
- e. A comparison of the wages, compensation, hours and working conditions of other public school Teachers in the state of Colorado;
- f. Economic factors including the general level of wage increases in public and private employment; and,
- g. The goal of providing excellence in educational services.

7.7.5 Fees and Expenses of Fact-Finding. All fees and expenses of fact-finding proceedings shall be shared equally by the Board and the Association. If either party requests to have a transcript of the hearing prepared, that party shall be responsible for the cost of said transcript and shall furnish a copy to the fact-finder. The other party shall be responsible for the cost of its copy of the transcript, should it desire one.

7.8 Tentative Agreements. It is understood and agreed that all agreements reached by the parties' representatives (or resulting from mediation or fact-finding) are deemed tentative, and subject to formal ratification by the Association prior to presentation to the Board, and that subsequent formal ratification by the Board shall constitute the conclusion of negotiation activities. If approved by both the Association and the Board, those tentative agreements will constitute a *Collective Bargaining Agreement* between the Board and the Association.

7.9 Negotiating in Good Faith. The term "negotiate in good faith," shall mean the mutual obligation to meet at reasonable times and places with the willingness to examine the other party's concerns and points of view on any matter which is a topic of negotiations; however, neither party shall thereby be compelled to agree to a specific proposal or to make a concession.

ARTICLE EIGHT

STRIKES AND WORK STOPPAGES

8.1 *Strikes Prohibited.* The Association, or its members, will not strike, organize or participate in any work stoppage, slow-down, mass absenteeism, nor any concerted or collective refusal or failure to fully and effectively perform the full responsibilities of the various positions and the assigned duties.

8.2 *Association Sanctions.* If the Board determines that the Association has violated Section 8.1, it may take action to withdraw recognition for a period of time prescribed by the Board.

ARTICLE NINE

GROUP INSURANCE

9.1 Insurance Benefits. For those Teachers working at least half-time or twenty (20) hours per week on a permanent basis, the District provides group insurance coverages as set forth in **Exhibit A**.

9.2 Insurance Committee. The District and the Association agree that the District will utilize an Insurance Committee to advise the District regarding insurance matters. The Committee will periodically review the above insurance programs and make recommendations to the District. The Committee will include an appropriate number of Teacher representatives.

9.3 Insurance Contracts Control. The description of benefits in this section are for convenience only. The exact conditions, requirements, benefits and the like are all controlled by and in accordance with contracts entered into between the District and the various insurance carriers. In the event of any conflict between this section and the insurance contracts, the insurance contracts shall control.

9.4 HIPAA and PHI Information. In accordance with HIPAA (Health Insurance Portability and Accountability Act) all information related to Protected Health Information (PHI), including enrollment forms, will be excluded from an employee's personnel file due to the confidential nature associated with such information.

A copy of the Privacy Notice, as it relates to District group health insurance benefit plans, is available from the receptionist at the Education Services Center (ESC).

ARTICLE TEN

TIME-OFF BENEFITS

10.1 Absence Reporting

10.1.1 Attendance and Availability. The Association and the District recognize the value of consistent Teacher attendance. To that end, the parties will work cooperatively to maintain optimum Teacher attendance and availability.

10.1.2 Reporting Requirement. When absent due to illness or disability as set forth within Section 10.2 of this Article, each Teacher is required to call the LARS no later than one (1) hour before the usual starting time. Additionally, the Teacher shall notify the School Office according to the procedures established in that building and printed in the Faculty Handbook, stating the reason for the absence and the anticipated length of absence. An absence of more than three (3) consecutive days for the Teacher's illness or a family illness is considered leave under the Family Medical Leave Act of 1993 (FMLA).

10.1.3 Medical Statements. Upon a Teacher's return to work from an absence of more than three (3) consecutive days, for the Teacher's illness or family illness, the immediate supervisor may request that the employee provide a medical statement from a physician to the District's Privacy Officer.

10.1.4 Excessive Use of Sick Leave. The District shall have the right to inquire regarding excessive use of sick leave. The inquiry shall take place in the following manner:

If the immediate supervisor is concerned about excessive use of sick leave, he or she may request the individual meet with the District Privacy Officer to discuss the situation. After such a meeting, a doctor's statement for future use of leave may be required as deemed necessary. The period of time for such additional verification shall be ninety (90) school days after which time this practice will be automatically discontinued unless another meeting with the District Privacy Officer is held to clarify the need for further verification.

10.1.5 FMLA. Absences for reasons covered by the FMLA are subject to the provisions of that Act. Details and procedures may be obtained by contacting the Human Resources Department.

10.2 Sick Leave

10.2.1 Crediting of Leave. Sick leave is earned by employees as they work; however, as a matter of administrative convenience, employees' accounts will be credited with the anticipated annual sick leave earnings at the beginning of the academic year. Teachers will be credited with eight (8) days of sick leave at the beginning of each academic year. Teachers new to the District will be credited with an additional day for a total of nine (9) days of sick leave upon employment. Employees who do not complete an entire academic year due to being employed after the commencement of the academic year, resignation, unpaid leave, or other termination will have their sick leave balances reduced at a rate of one (1) day per month (or major fraction thereof), not worked during the academic year. Unused sick leave shall accumulate to a maximum, which is equal to the length of the licensed Teacher contract.

For a regular part-time Teacher or for a Teacher beginning work at any time other than at the beginning of the normal work year, the sick leave entitlement shall be directly proportional to the length of the work day and year, respectively.

10.2.2 Permitted Uses of Sick Leave. Teachers may use their accumulated sick leave days for illness or disability of the Teacher or the Teacher's immediate family (including disability or illness due to pregnancy, childbirth, and recovery therefrom). A Teacher may also use sick leave for necessary medical treatment or examination when such treatment and examination cannot reasonably be scheduled outside of the employee's workday.

When leave is necessary due to the death of a member of the Teacher's immediate family, sick leave days may be utilized. In addition, personal leave may also be used either alone or in combination with sick leave for this purpose. Absences under this section, which exceed three (3) consecutive days, shall be considered leave under FMLA, and shall be subject to the requirements of that Act. Leave of Absence request forms are available from the Human Resources Department.

For the purpose of this Article, immediate family shall be interpreted to include: husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents of the Teacher, or any person living in the immediate household of the Teacher as a member of the family.

10.2.3 Charge for Leave Usage. A full one-day deduction will be made from the Sick Leave Allowance for an absence of more than one-half (1/2) day, including the Teacher's planning period. A deduction of one-half (1/2) day will be made from the sick leave balance for an absence of one-half (1/2) day or less, including the Teacher's planning period.

10.2.4 Leave with Reimbursement at the Cost of a Substitute. If all accumulated sick leave has been used, a Teacher may take up to an additional

twenty (20) days sick leave per year with the Teacher receiving a reduction in pay equal to a substitute Teacher's pay for the amount of additional days actually utilized. (Teachers may be eligible for Sick Leave Bank benefits under Section 10.3.)

10.2.5 Unpaid Medical Leave. When a Teacher exhausts all full and partial paid sick leave, and he/she is unable to return to work, he/she must submit a request for medical leave, or an extension of medical leave, for a specified period of time accompanied by a statement of verification from a physician, to the District Privacy Officer. This leave can be used for the illness of a family member as previously defined. Such leave may be granted for a period not to exceed twelve (12) months, and shall be without pay. At least ten (10) business days prior to a Teacher returning to work, a physician's statement of release must be submitted to the District Privacy Officer.

10.3 Sick Leave Bank

10.3.1 Introduction. The School District approves a voluntary Sick Leave Bank as described in the following paragraphs. The purpose will be to provide a bank of sick leave days from which a member may draw in case of extended absences due to illness/disability which renders the member incapable of working.

10.3.2 Membership Requirements. Admission to bank participation by the permanent contribution of two (2) days of sick leave shall be allowed during the month of August, or within thirty (30) days of the date of initial employment.

Sick leave days in the bank will carry over from year to year and an additional contribution will not be required until the total days in the bank drop below 300.

If, at the end of the contract year, the number of days available has dropped below the minimum, each member shall be assessed one (1) additional day of current or accumulated sick leave. Notification of the assessment will be made to members by District email and/or other appropriate methods of communication at the beginning of the next school year, and an appropriate period of time will be provided between the announcement and the actual assessment date to allow members to withdraw from the Sick Leave Bank if they so choose.

The Sick Leave Bank Committee shall have the authority to assess an additional day(s) during a school year, should it, in their judgment, be deemed necessary. Inability to contribute will not exclude an individual from membership for the remainder of that school year. The Committee shall be composed of the Assistant Superintendent of Human Resources and two (2) Teachers appointed by the Association.

Days contributed or assessed become part of the Bank and no longer count toward the individual member's current or accumulated sick leave.

A member may terminate membership by giving written notice of the desire to terminate to the Human Resources Department; however, the days contributed may not be withdrawn.

Participation by a majority of Teachers shall be required to maintain the Sick Leave Bank.

10.3.3 Operating Requirements – The bank will be administered by the District Privacy Officer, and granted only following proper documentation including a physician’s statement.

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

A Teacher will not be able to withdraw days from the bank until his/her fully paid leave is depleted.

A Teacher who applies to use the Sick Leave Bank after use the previous year, or after the first use during the year, shall be required to use five (5) days of sick leave at the cost of a substitute under Section 10.2.4. If a year goes by where the Teacher does not apply for the Sick Leave Bank, the above-described requirement shall begin again. The District Privacy Officer reserves the right to waive the use of days at the cost of a substitute based on unique individual situations. If a Teacher is required to use sick leave at the cost of the substitute under this article, these days shall count towards the twenty (20) maximum days at the cost of a substitute they are permitted to take pursuant to Section 10.2.4.

The maximum number of Sick Leave Bank days a Teacher may use in a given school year shall be as follows:

| | |
|---|----------------------|
| First year of membership: | fifteen (15) days |
| Second year of membership: | thirty (30) days |
| Third year of membership: | forty-five (45) days |
| Fourth year of membership/each year thereafter: | sixty (60) days |

Days may be approved for illness and/or disability of a member only. Such days will be counted toward the twelve- work- week entitlement under FMLA. Days shall not be granted for a member to care for someone else who is ill or disabled.

Teachers withdrawing sick leave bank days from the bank will not be required to replace days, except as contributing members.

10.3.4 Application for Benefits. Application for benefits from the bank will be made on forms available through the District Human Resources Department.

A health care provider’s statement will be required specifying the nature of the illness or disability, verifying that the condition renders the employee incapable of working, and identifying the estimated dates of medical service to the Teacher and

the date of the patient's release for return to teaching duties. A second health care provider's statement may also be required to process sick leave bank benefits.

Application information shall not be included in an individual's personnel file.

The Human Resources Department must receive all applications for sick leave bank by June 30th, immediately following the school year impacted.

Decisions of the District Privacy Officer with respect to eligibility for Sick Leave Bank days shall be final and not grievable.

10.4 Child Care Leave. Child care leave is available to all expectant parents as described below.

10.4.1 Child Birth. A Teacher who is pregnant may continue in active employment as late into her pregnancy as her physician recommends, provided that she is able to properly perform her required duties.

A Teacher shall be entitled to an unpaid child care leave to begin at any time between the commencement of a Teacher's pregnancy, or the pregnancy of the Teacher's partner, and 120 calendar days after the date the child is born. Such leave will be counted toward the 12-work-week entitlement under the unpaid FMLA but may be taken as paid leave if the teacher has accrued leave days. Such request must include the period of anticipated leave and will not exceed one (1) year. Where necessary, due to the disability of the Teacher or the child, the period of leave may be extended. Leave may also be extended for other reasons at the discretion of the Assistant Superintendent of Human Resources, subject to Board of Education approval. Said Teacher shall notify the District Privacy Officer in writing of his/her desire to take such leave, and, except in cases of emergency, shall give notice thirty (30) calendar days prior to the date on which the leave is to begin.

It should be noted that if a Teacher is unable to work due to pregnancy, complications related to pregnancy, or in any way related to her own health, she may use sick leave benefits under Section 10.2.2 and may also be entitled to apply for Sick Leave Bank benefits under Section 10.3. If the Teacher's child is ill or disabled and requires the Teacher's assistance, the Teacher may qualify for use of sick leave under Section 10.2.2. Sick Leave Bank benefits under Section 10.3 are not available in the instance of an illness or disability of a child or other dependent. All requests for this type of leave must be made through the District Privacy Officer. Unpaid leave may be available under Section 10.2.5.

10.4.2 Paternity Leave. Paternity Leave is allowed for expectant fathers and/or partners to be entitled to an unpaid child care leave commencing at the time of birth of the child. Such request must include the period of anticipated leave, and will not exceed one (1) year. Said father and/or partner shall notify the Assistant Superintendent of Human Resources in writing of his desire to take such leave, and except in case of emergency, shall give notice at least five (5) calendar days prior to

the date on which the leave is to begin. Leave may also be extended at the discretion of the Assistant Superintendent, subject to Board of Education approval. Such leave shall be counted toward the 12-work-week entitlement under the unpaid FMLA but may be taken as paid leave if the teacher has accrued leave days.

10.4.3 Adoption. Adoptive parent leave is available to all expectant adoptive parents as described below.

10.4.3.1 Adoptive Parent Leave. A Teacher adopting a child of eighteen (18) years of age or younger shall be entitled to an unpaid child care leave commencing at the time of adoption or up to 120 days after adoption. Such request must include the period of anticipated leave, and will not exceed one (1) year. Said Teacher shall notify the District Privacy Officer in writing of his/her desire to take such leave, and except in cases of emergency, shall give notice at least five (5) calendar days prior to the date on which the leave is to begin. Leave may also be extended when called for by the development of the child or parent/child relationship at the discretion of the Assistant Superintendent of Human Resources, subject to Board of Education approval. The limitations on use of various leave benefits described at the end of Section 10.4.1 should be referred to, as they are equally applicable to adoption. Such leave shall be counted toward the 12-work-week entitlement under FMLA.

A Teacher adopting a child of eighteen (18) years of age or younger may utilize up to thirty (30) days of paid leave, as defined in Section 10.2.2 and Section 10.5, provided that the Teacher has sufficient time accrued, commencing at the time of adoption or up to 120 days after the adoption. Any such leave shall be counted toward the 12-work-week entitlement under the FMLA. If a Teacher is unable to work due to, or in any way related to his/her own health, the Teacher may use sick leave benefits under Section 10.2.2 and may also be entitled to apply for Sick Leave Bank benefits under Section 10.3. If the Teacher's child, including an adopted child, is ill or disabled and requires the Teacher's assistance, the Teacher may qualify for use of sick leave under Section 10.2.2. Sick Leave Bank benefits under Section 10.3 are not available in the instance of an illness or disability of a child or other dependent. All requests for this type of leave must be made through the District Privacy Officer. Unpaid leave may also be available under Section 10.2.5.

10.4.3.2 Other Adoptive Parent. If both adoptive parents are District employees, one (1) employee may choose the above leave and the other employee is entitled to an unpaid child care leave commencing at the time of adoption of the child. Such request must include the period of anticipated leave, and will not exceed one (1) year. Said adoptive parent shall notify the Assistant Superintendent of Human Resources in writing of his/her desire to take such leave, and except in cases of emergency, shall give notice at least five (5) calendar days prior to the date on which the leave is to begin. Leave

may also be extended at the discretion of the Assistant Superintendent, subject to Board of Education approval. Such leave shall be counted toward the 12-work-week entitlement under the unpaid FMLA but may be taken as paid leave if the teacher has accrued leave days.

10.4.4 Return to Work. Return to work shall be concurrent with the beginning of the employment year or the second semester starting date, unless there is mutual agreement between the Teacher and principal to a different date. See Section 10.16 regarding job assignments on return.

10.5 Personal Leave. Four (4) days of personal leave shall be made available for each Teacher annually. No more than two (2) days of personal leave may be used consecutively. At the end of each year any unused personal leave days will be carried over into the Teacher's sick leave balance. Personal leave may be used at the Teacher's discretion with no requirement to give a reason with the exception of the following special days:

- In-service days;
- Large scale assessment days (such as CSAP, MAP, ACT);
- Days falling immediately before or after school holidays; and,
- First and last day of school for students.

Personal leave may be granted for these special days at the discretion of the building principal. Requests for personal leave for these special days must be submitted on the District approved form to the building principal for written approval.

Teachers must also report all leave use through the LARS.

10.5.1 Deductible Personal Leave. Four (4) days of deductible personal leave per year, non-accumulative, may be granted at the discretion of the Assistant Superintendent of Human Resources. The cost of these extra days will be deducted from the absentee's pay at a rate equal to the base substitute rate, plus five dollars (\$5.00) for each day used. Deductible personal leave may be approved where the Assistant Superintendent determines that the proposed use of the leave is based on circumstances over which the Teacher has no control.

Requests for deductible personal leave will be submitted to the Assistant Superintendent of Human Resources through the building principal, with a minimum of forty-eight (48) hour notice, except in the case of emergency, and called into LARS by the Teacher using the appropriate code: "Deductible leave minus sub rate, plus \$5."

| Leave of Absence Quick Reference | Paid Time Per Year |
|---|---|
| Step 1 | 4 Personal Days - if unused, accrue as sick leave |
| Days 1-3 | 8 Sick Days - if unused, roll/accrue |
| Use current sick and/or personal leave, then use accrued leave. | 2 Bereavement Days - do not roll/accrue |
| ↓ | |
| Step 2 | |
| Days 4 and beyond - FMLA* | |
| Leave of absence paperwork is required for all absences of more than three (3) days. | |
| ↓ | |
| Step 3 | |
| Sick Bank (If a member of the Sick Leave Bank) | |
| If all accrued leave has been used, the employee is eligible to apply for days from the sick leave bank. Days the employee is eligible to use from the bank are based on year of membership. CBA 10.3.3 | |
| 1st year - 15 days | |
| 2nd year - 30 days | |
| 3rd year - 45 days | |
| 4th year - 60 days | |
| If the employee applies to use the sick leave bank after use the previous year, or after the first use during a particular year, s/he is required to use five (5) days of sick leave at the cost of a substitute. CBA 10.2.4 | |
| ↓ | |
| Step 4 | |
| Cost of Sub Days | |
| If all accrued leave has been used, the employee may take up to an additional twenty (20) days sick leave per year, receiving a reduction in pay equal to a substitute teacher's pay for the amount of additional days actually utilized. CBA 10.2.4 The twenty (20) days are fifteen (15) days if the employee used five (5) days of sick leave at the cost of a substitute in Step 3. | |
| ↓ | |
| Step 5 | |
| Extra Leave | |
| Four (4) days of deductible personal leave per year—non-accrued—may be granted at the discretion of the Assistant Superintendent of Human Resources. The cost of these extra days will be deducted from the employee's pay at a rate equal to the base substitute rate plus five dollars (\$5.00). | |
| ↓ | |
| Step 6 | |
| PERA Disability Benefits | |
| If the employee has used all paid time available from the District, s/he may be eligible for PERA Disability Benefits. The employee must contact PERA at least 30 days prior to a disability leave. | |
| | |
| * FMLA is an unpaid 12-week entitlement if the employee has worked for the District for at least 1 year, and worked for at least 1,250 hours in the previous 12 months. If the employee does not meet this criteria, the leave of absence is a non-FMLA leave. Board policy permits leave to be paid using the employee's accrued leave and the sick leave bank if s/he joined the bank. The employee's leave will be unpaid if s/he does not return the required leave of absence paperwork. | |
| | |
| For any anticipated leave (for example, birth of a child, planned medical procedure, etc.), please contact Human Resources at least 30 days prior to the start of the leave. | |

10.6 Short-term Unpaid Leave. Teachers may request short-term unpaid leave for personal reasons by submitting the request to the building principal a minimum of five (5) days in advance of the leave, except in emergency situations. The building principal shall

carefully review each application and approve only those which appear in his/her judgment to present legitimate reasons for such leave. Upon approval, the Teacher shall call the leave into LARS using the appropriate code: "Short-term Unpaid Leave." Absences under this section which exceed three (3) consecutive days shall be considered leave under the FMLA, subject to the requirements of that Act, or general leave. "Leave of Absence" request forms are available from Human Resources.

10.7 Professional Leave. "Teacher status" (non-probationary) Teachers may be granted professional leave for one (1) or two (2) semesters for the purpose of professional study. Teachers desiring a professional leave should submit a plan to the Assistant Superintendent of Human Resources. The plan should identify the activity to be undertaken, and contain an explanation of how it promotes the enhancement of professional skills or the program of the Littleton Public Schools.

The Teacher will receive no compensation while on such leave. Incremental advancement on the salary schedule will be granted, provided that the Teacher submits evidence of successful completion of the approved plan reasonably satisfactory to the Assistant Superintendent of Human Resources.

Requests for leave must be submitted to the Assistant Superintendent of Human Resources by June 1st for the first semester, or November 1st for second semester professional leave.

10.8 No-Cost Sabbatical. The Superintendent may recommend to the Board that a sabbatical leave for study which is part of an advanced degree program may be granted to any Teacher of the District who has completed four (4) years of uninterrupted service in the District at the time of application. A Teacher desiring a no-cost sabbatical must meet with the building principal to determine mutually agreeable financial parameters. Building principals working with the Assistant Superintendent of Human Resources will insure that the person(s) replacing the Teacher on sabbatical is appropriate to the position. The District will compensate the Teacher on sabbatical leave at a level which represents a difference in cost between the salary and benefits normally earned by that Teacher and the cost of employing a replacement for the period of the sabbatical. The cost of benefits shall be included in this determination. The Assistant Superintendent of Human Resources will establish appropriate procedures for the implementation for this provision.

A Teacher must apply for a no cost sabbatical no later than June 1st for the first semester, or November 1st for the second semester. The duration of a no cost sabbatical may be no more than one (1) school year, but may be extended in special circumstances at the discretion of the Assistant Superintendent of Human Resources. Provisions to return to work are covered in Section 10.16.

If a Teacher is eligible for early retirement when he/she takes sabbatical compensation under this Section, and does not return to work in the District for at least one (1) school year after taking sabbatical leave, such Teacher shall not receive early retirement benefits under this agreement or Board Policy.

10.9 General Leave. Leave for periods of one (1) semester or less may be recommended by the Assistant Superintendent of Human Resources. Such leaves will be granted without pay during the period of leave.

A leave of more than one (1) semester, but not to exceed one (1) year, may be recommended by the Assistant Superintendent of Human Resources for “Teacher status” Teachers only. An employee is ineligible for another general leave until five (5) years after the start of the most recent previous general leave unless the Assistant Superintendent of Human Resources finds special circumstances that justify being eligible at an earlier time.

Unless there are extenuating circumstances, Teachers requesting a leave of more than thirty (30) days must submit a request on the District’s leave of absence form by February 15th for a leave in the first semester, and by November 1st for a leave in the second semester. Forms are available from the Human Resources Department.

A general leave, or a general leave combined with another type of leave, may not exceed a total time of one (1) year, unless the general leave is followed by an approved Family Medical Leave, or if the Assistant Superintendent of Human Resources finds special circumstances that justify a greater length of leave.

10.10 Staff Improvement. Released time without loss of salary may be granted for staff attendance at state, regional or national meetings, as well as for staff visitations and participation in professional committee work.

10.11 Exchange Leave. Leaves of absence for exchange teaching may be granted on the same basis as those which govern Professional Leave, with the exception that salary considerations, if any, shall be determined on an individual basis as recommended by the Assistant Superintendent of Human Resources and subject to Board of Education approval.

10.12 Witness or Jury Service Leaves. Teachers shall be excused for jury duty or witness duty (provided the Teacher is not a party) with no jeopardy to their employment or compensation.

Compensation, except mileage and meal allowance received by the Teacher for testifying or jury duty, shall be paid to the District.

10.13 Military Leaves

10.13.1 Military Service. Any Teacher is eligible for leave for military service as defined by the Congress and the Selective Service Act of 1967. Teachers should notify the Assistant Superintendent of Human Resources in writing immediately after receiving orders for active duty. Copies of such orders shall also be submitted to the Assistant Superintendent of Human Resources. A leave not to exceed fifteen (15) calendar days shall be without any loss of pay, provided the Teacher on such military leave shall turn over to the District payment received for such services, and no deduction shall be made from the Teacher’s salary because of being on military

leave up to fifteen (15) calendar days. Teachers on extended military leave are not paid for additional days, as the military pay will supersede any District pay.

According to provisions contained in USERRA (Uniformed Services Employment and Reemployment Rights Act), if the Teacher applies for reinstatement within the time periods provided by law, the Teacher will be reinstated. The pay of a reinstated Teacher shall be commensurate with the experience level the Teacher would have attained but for service in the military.

10.13.2 Military Training Leave. Teachers belonging to Guard or Reserve units will be allowed to take up to fifteen (15) calendar days per year of time off from their regular duties for such military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the Teacher on such military leave shall turn over to the District payment received for such services, and no deduction shall be made from the Teacher's salary because of being on military leave up to fifteen (15) calendar days.

10.14 Appointive or Elective Governmental Office Leave. Any Teacher of the District is eligible for appointive or elective governmental office leave. Such leave is without pay.

Requests for leave without pay to serve in such offices may be approved by the Board upon the recommendation of the Superintendent. Such leave may be limited to the term of appointment or election. Requests for extension may be made prior to or upon re-appointment or re-election.

A Teacher elected to serve in the State Legislature may be granted a leave of absence without pay for the period of time commencing with the beginning of the legislative session until legislative and committee work is concluded. Salary deductions shall be based on actual salary divided by the number of official workdays for the specific employment year.

Upon return from the governmental service, the District will endeavor to assign the Teacher giving due consideration to the welfare of pupils and staff, including classroom disruption, the timing of return in relation to grading periods or semester breaks, and other factors that may have a bearing.

10.15 Benefit Options While on Leave. While on leave, a Teacher shall have the option to remain an active participant in health, life, dental and vision insurance programs, at the Teacher's expense.

During the 12-work-week entitlement under FMLA, the District will maintain its contribution toward group health insurance at the level and under the conditions that coverage would be provided if the employee had continued working. The employee will be responsible for the same portion of the premiums as if actively employed. Employees whose unpaid leave extends beyond the 12-work-week FMLA entitlement may continue their health insurance coverage by paying the full premium. If the employee does not return from leave, the District reserves the right to recover the cost of any payments made to maintain the employee's group health insurance coverage, unless the failure to return to work was due

to a continuation, recurrence, or onset of a serious health condition, as certified by a health care provider, that entitles the employee to leave or for other reasons beyond the employee's control.

The parties recognize that Teachers will receive paid health insurance benefits during periods of paid leave such as sick leave, sick leave at the cost of a substitute, or days provided by the sick leave bank. These paid insurance benefits shall count toward the 12-work-week entitlement under FMLA.

This Agreement provides benefits that are greater than or equal to those provided by FMLA. Where FMLA provides benefits greater than those received under this Agreement, FMLA shall control. Otherwise this Agreement details all benefits applicable to Teachers.

10.16 Return to Work. A Teacher returning from an approved leave specified in this Article shall have the following rights:

10.16.1 Return to Same or Similar Position. The District shall make a good faith effort to assign a returning Teacher who has been on leave for one (1) year or less to the same building in the same or a similar position as previously held unless otherwise requested at the time of leave application, provided such a position is open and the provisions of Section 10.16.5 have been complied with. A Teacher who is on leave longer than one (1) year is not assured return to the same or a similar position in the building.

10.16.2 Return to a Similar Position in a Different Building. If there is no placement of the returning Teacher as set forth in Section 10.16.1, the returning Teacher will be assigned to any position in the District that is similar to the one vacated at the time the leave commenced.

10.16.3 Return to Other Positions. If placement is not accomplished pursuant to Section 10.16.1, or 10.16.2, the returning Teacher may be assigned to any vacant position for which qualified, or in the absence of such, will have the same rights as Teachers not on leave to involuntary transfer or reduction-in-force policies.

10.16.4 Staffing Vacancies Created by Leave. The District will endeavor to staff vacancies created by Teachers going on leave for one (1) year or less by the use of limited contract or temporary Teachers.

10.16.5 Notification of Return. Except in the case of medical leave under Section 10.2, the District will send each employee on leave a request to verify their intent regarding return from leave. Failure to return the verification form by February 15th for a return in the fall semester and November 1st for a return in the second semester, will result in the waiver of the right to a particular position under Section 10.16.1.

10.17 Leaves – Not Interruption of Service. Leaves of absence approved by the Board shall not be considered an interruption of service to the District. Accumulated sick

leave will be maintained, but sick leave shall not accrue during any leave of absence, except for Association President leave under Section 5.1.7.

10.18 Employment in Other School Districts. Except as expressly provided below, a Teacher on a leave of absence may not be employed by another school district within the State of Colorado. Violation of this section may be considered grounds for dismissal under Article 63, Title 22, of the Colorado Revised Statutes. This Section shall not apply to:

- Any Teacher on exchange leave under Section 10.11; and,
- Any Teacher who, while on approved leave, accepts temporary, substitute, or part-time employment in another school district when (a) such employment is less than a contract year in duration, (b) the acceptance of such employment was not such Teacher's original intention at the time of taking leave, (c) such Teacher accepted such employment out of bona fide financial necessity, and (d) such Teacher advised Littleton Public Schools of such Teacher's availability and need for such employment during the leave period, and Littleton Public Schools did not offer such employment.

ARTICLE ELEVEN

COMPENSATION AND WORK YEAR

11.1 *Salary Schedules*

11.1.1 Compensation. For the school years covered by this agreement, teacher compensation shall be as set forth in the accompanying Salary Schedules attached hereto as Exhibits B, B-1 through B-4, (2018-2019) and incorporated by reference. The salary schedule for 2019-2020 and 2020-2021 will be determined in succeeding years and issued accordingly.

11.1.2 93–94 Salaries. No Teacher received schedule advancement for experience credit during the 1993–94 school year. This applied to existing Teachers, as well as Teachers new to the District.

11.1.3 12-13 and 13-14 Salaries. Teachers received a half-step each for the 2012-13 and 2013-14 school years, or one (1) experience credit over the two (2) school years. This applied to existing Teachers, as well as Teachers new to the District. (Except as modified by the previous Memorandum of Understanding Regarding Placement of New Hires with no Experience and Teachers Returning from Leave in 2012 and Step Movement for 2013.)

11.1.4 Salary Adjustment – 12-13, 13-14, 14-15, and 15-16. For the 2012-13 and 2013-14 school years only, the District shall pay the Teachers a 1.5% salary adjustment on the licensed salary schedule in the December 2012 and 2013 paychecks, respectively. For the 2014-15 school year only, the District shall pay the Teachers a 1.2% salary adjustment on the licensed salary schedule in the December 2014 paycheck. For the 2015-16 school year only, the District shall pay the Teachers a 1% salary adjustment on the licensed salary schedule in the December 2015 paycheck. This salary is earned for services provided to the District over the course of the respective school years pursuant to Section 24-51-101(42)(a), C.R.S. and is PERA-eligible, although it will be paid in a one-time payment. Any payment received but not yet earned because the Teacher leaves employment prior to the conclusion of the 2012-13, 2013-14, 2014-15, and 2015-16 school years shall be prorated and returned to the District in the final paycheck. This shall not apply to athletic and activities schedules (B-1 through B-4).

11.2 *Work Year and Work Day*

11.2.1 Work Year. The work year shall be 184 days.

Beginning in the 2016-2017 school year, the 184th contract day shall be a non-student contact day to be allocated as 7.114 hours throughout the course of the school year for the purpose of Professional Learning Community (PLC) work.

11.2.2 Work Day. Teachers shall be on duty in the building to which they are assigned for the length of the regular school day.

Individual Teachers may be required to be present longer than the work day for necessary student supervision. The building principal or designee will make the assignment of Teachers to such supervisory duties. As much as possible, a balance in the distribution of these duties will be achieved.

When a Teacher must leave a building during the work day, individual building procedures must be followed.

11.3 Professional Learning Communities

11.3.1 PLC Work. PLC work is teacher-directed and focused on the essential questions. Students will arrive one hour later every Wednesday throughout the school year. This one (1) hour shall be time that is protected for PLC work.

11.3.2 PLC Off-Site Stipend for Job-Alike Teachers. Job-Alike Teachers who voluntarily agree to meet at mutually agreed-upon off-site locations for the PLC work pursuant to Section 11.3.1 shall declare in writing to the Department of Human Resources their intent to do so by October 1st of any given school year. These Teachers shall earn a stipend of \$250, to be paid no later than the November paycheck.

11.3.3 Part-time Teacher PLC Work. The principal and each part-time Teacher will collaborate to determine the Teacher's participation in the weekly PLC meeting. If the agreement is made to participate in the weekly PLC meeting, then compensation will include the provision of credit and either a stipend or exchange time through substitute coverage. The agreed-upon proposal from this collaboration will be submitted to the Department of Human Resources by October 1st each year.

11.4 Meetings and Assignments

11.4.1 Licensed Staff Meetings. The parties accept and support fully the importance of staff attendance for the purpose of effective communication and greater opportunities within each building. Accordingly, it is expected that building leadership will make appropriate arrangements for a maximum of fourteen (14) staff meetings per school year, with not more than two (2) per month for both the purpose of administrative detail and the improvement of instruction. The principal may call additional general staff meetings for emergency reasons. Additionally, the staff and the principal may determine in collaboration to hold additional staff meetings.

11.4.2 Work Assignments. The work assignments during the term of the contract shall be made by the Superintendent, or a designee, and the employee shall perform, at such times and places, such duties and services as may be required by the Superintendent, or a designee, and shall comply with all laws of the

State of Colorado and the bylaws, policies, rules and regulations promulgated by the Board from time to time.

11.5 Salary Schedule Placement

11.5.1 Initial Placement. Experience credit for initial placement earned under this section shall be granted in accordance with the provisions of Section 11.5. Teachers without experience shall be placed on the first step of the salary schedule, commensurate with preparation. Teachers with previous experience will be allowed one step credit per year of verified and approved experience in public, private or parochial school systems. Generally, not more than six (6) years' experience, six (6) steps, will be granted, and these must be within the ten (10) years immediately preceding employment. The Assistant Superintendent of Human Resources may recommend additional credit for experience on an individual basis, when it is deemed to be in the best interest of the District.

11.5.2 Re-Employment. Experience credit for re-employment shall be granted in accordance with the provisions of Section 11.5. Teachers who have left the District in good standing and who are re-employed within three (3) years shall be placed on the schedule at the next step following the step which they held their last year in the District. Those re-employed with more than three (3) years absence will be placed under the provisions of Section 11.5.1 and/or Section 11.5.3. The Assistant Superintendent or Director of Human Resources may recommend additional credit for experience during the Teacher's absence from the District, on an individual basis.

11.5.3 Career and Technical Education. Full-time vocational, business and college or university teaching experience may be evaluated on an individual basis, and placement recommendation will be made by the Assistant Superintendent of Human Resources.

11.6 Experience Advancement. To receive an experience advancement on the salary schedule, a Teacher must have completed at least 120 teaching days in a contract year. Increments will be granted each August as shown on the Licensed Salary Schedule. After reaching maximum, longevity increases will be granted as shown on the salary schedule.

11.7 Supplemental Pay. Counselors with summer assignments shall receive an amount equal to their individual daily counseling salary for each day of summer work, not to exceed thirty (30) days.

11.8 Educational Advancement. Adjustments to salary based on Educational Advancement will appear on the next payroll if evidence of eligibility is submitted to the Human Resources Department on or before the 5th day of the month during the months of August through May. Requests submitted after that date will appear on the following payroll, except that requests submitted after May 5th and on or before July 5th will have the salary adjustments appear on the August payroll. Documents that may serve as evidence

of eligibility may include but need not be limited to transcripts, grade reports, notice of completion of recertification credit, or letters from the instructor on official stationery.

11.8.1 Guidelines for Educational Advancement – The District recognizes additional preparation and training beyond the BA degree in semester hours as set forth on the Salary Schedule.

- Subjects taken shall be at the discretion of the Teacher.
- College hours, graduate or undergraduate, earned after receiving the BA degree may be used toward the required additional semester hours. Only those college hours, graduate or undergraduate, earned following the award of the MA degree may be applied to determine placement beyond the MA level.
- Effective August 1, 2004, salary schedule advancement can be based on either in-service or college credit, or a combination thereof. Only credit hours earned since the last educational advancement on the salary schedule qualify.
- For Teachers employed prior to the 2003–2004 school year, the additional hours necessary to achieve the BA+20 must be earned within the past ten (10) years. Teachers placed on the schedule effective the fall of 2003 and thereafter, will not be governed by this provision.
- In-service credit earned before the granting of the MA degree may not be applied toward the hours beyond the MA.

11.8.2 Criteria for Granting of In-Service Credit – The following criteria relate to those activities, courses, and in-service training that may be used as in-service credit.

11.8.2.1 Hours Required. A minimum of fifteen (15) supervised clock hours of class is required for each one-semester hour of credit.

11.8.2.2 Approval Process. All in-service credit must be approved by the Assistant Superintendent of Human Resources and evidence of actual time spent in such programs must be provided. Approval may be granted for programs during the school day.

11.8.2.3 Automatically Approved Activities. Colorado Department of Education (CDE) sponsored classes are approved for credit without the necessity of any formal application or advance approval.

11.8.2.4 Application Required for Approval for Credit. The following activities require the submission of an application to obtain credit for the activity. Additionally, some activities require approval be obtained before undertaking the activity:

11.8.2.4.1 Supervision of Student Teachers. A maximum of one (1) semester hour of credit may be earned for the successful supervision

of a student Teacher or intern in accordance with CDE regulations. One (1) semester hour requires not less than eight (8) weeks of full-time supervision. One-half (1/2) semester hour requires not less than four (4) weeks of full-time supervision.

11.8.2.4.2 Educational Travel. Credit for Educational Travel must be approved in advance of the travel. Credit for educational travel will be considered where adequate evidence is provided that a direct relationship exists between the travel and the field of teaching; generally, one (1) semester hour for each two (2) weeks of travel. The maximum career credit under this provision is two (2) hours for approval on non-District sponsored programs.

11.8.2.4.3 Curriculum Development Projects. Curriculum development projects (projects or committees) for which no payment is received and the service is not performed during regular working hours may qualify for credit.

11.8.2.4.4 Articles and Publications. Articles accepted for publication in educational journals will earn credit at the rate of one (1) semester hour per article. A copy shall be submitted to the Human Resources Department.

11.8.2.4.5 Economic Work/Learn Program. Four (4) semester hours of credit may be earned through an economic work-learn program. Prior approval from the Assistant Superintendent of Human Resources is required.

Evidence to be provided: Verification of successful completion by the employer and a statement from the applicant which explains how the work-learn experience provided the Teacher with enrichment, practical experience, expansion or updating of knowledge and teaching skills.

11.8.2.4.6 Paid Work/Volunteer Work or Professional Research Experience. A maximum of six (6) semester hours of credit may be earned through paid work/volunteer experience or professional research and resulting publications, which have special significance for increasing knowledge and skills in the certificate holder's endorsement(s), or assignment areas, or for acquiring advanced proficiencies for teaching, administration or special service areas. Paid work/volunteer work experience shall not include those duties and responsibilities that are part of the regular teaching, administrative, or special services assignments. Prior approval from the Assistant Superintendent of Human Resources is required.

Evidence to be provided: Description of the experience/research, its duration, verification by an employee/supervisor or an abstract of the research and a copy of the publication.

11.8.2.4.7 External Learning Activities. A maximum of six (6) semester hours of credit may be earned through external learning activities. External Learning Activities may include: attendance at professional conferences, task forces or boards, and participation in non-District sponsored in-service programs. External Learning Activities shall include at least 15 clock hours of certificate holder involvement for each semester credit hour of credit requested. Approval from the Assistant Superintendent of Human Resources is required.

11.8.2.4.8 Red Cross or Emergency Medical Training. Red Cross or EMT training classes in first aid or water safety may qualify for in-service credit. The Teacher should submit an application to the Assistant Superintendent of Human Resources. The application need not be submitted prior to taking the class unless the Teacher wants to be certain of the amount of credit to be granted prior to taking the class.

11.8.2.5 Salary Credit for Committee Work. The District will provide credits for horizontal advancement on the salary schedule for being involved in certain committee functions. The intent is to encourage Teacher involvement on school and District committees whose goals are to improve student outcomes or to meet District, state or federal expectations or goals, and to recognize this commitment. By agreement of the District and the Association, participation in the following committees will be eligible for the granting of such credit:

- School Accountability Committees;
- Building Council Committees;
- Parent Teacher Organization (PTO) Committees; and,
- Student Intervention Team.

Committee participation will not count for credit where:

- The meeting occurs during the normal working hours of the employee; or,
- The activity is otherwise compensated for by another means.

Committee participation will be determined and verified by the appropriate building administrator. Annual documentation of committee participation, including Teacher names and hours of participation, will be submitted to the Department of Human Resources for record-keeping purposes.

Additional committee participation may be covered by this provision when it: (1) either supports building and District initiatives and/or is for a building equivalent of a covered committee; and (2) prior written approval of such work is granted.

Questions or concerns about this credit program will be resolved by the Assistant Superintendent of Human Resources, whose decision will be final.

11.9 Class Coverage Pay. When a substitute is not available, and a Teacher is requested to substitute for the absent Teacher, compensation will be granted at the rate of \$35 per hour. The minimum length of time for which additional pay is granted will be fifteen (15) minutes.

11.10 Extracurricular Compensation. Licensed staff members who are given extracurricular assignments over and above the duties associated with their regular teaching assignments shall receive supplementary salary consideration according to the High School Athletics Compensation Schedule (Exhibit B-1), High School Activities Compensation Schedule (Exhibit B-2), Middle School Athletics Compensation Schedule (Exhibit B-3), and Middle School Activities Compensation Schedule (Exhibit B-4).

The Extracurricular Compensation Schedules are based on the Extracurricular Base, which is increased by the same percentage that is applied to the salary schedule base. The Middle School Athletic Schedule is computed as a percentage of the stated compensation at the Assistant Wrestling and Basketball Coach level on the High School Athletics Compensation Schedule.

11.11 Extracurricular Duty Compensation. Additionally, on or before October 1st of each year, the District will disburse one thousand dollars (\$1,000) to each of the District's thirteen (13) elementary schools for extra-curricular duty compensation. The use of the funds shall be limited to compensation of four (4) Teachers per school at \$250 each who supervise extra-curricular student activities.

11.12 Payroll Distribution. Teachers shall be paid on the 20th of each month. When the 20th falls during a holiday or weekend, payday shall be the last working day preceding the holiday or weekend. All staff shall be paid on a twelve-month basis.

11.13 Fractional Pay or Deductions. For the purposes of figuring additions to salary, fractional year contracts and deductions, the number of contract days shall be used to determine the daily rate of salary.

11.14 National Board of Professional Teaching Standards. District Teachers who hold a current certificate indicating conformity with the requirements of the National Board of Professional Teaching Standards will be paid an additional salary amount of \$2,000 per year while holding such a certificate. The procedures regarding submission when first qualifying shall be those applicable to educational advancement as set forth in Section 11.8 of the *Collective Bargaining Agreement*. Payments will continue through the

life of the certificate, ending the month following its expiration. Payments to persons on a fractional contract will be pro-rated, based on their percentage of a full-time contract.

Information related to qualifying for, and applying for, a National Board of Professional Teaching Standards Certificate may be obtained by accessing their website at: <http://www.nbpts.org>

11.15 Other National Certificates. Speech Language Pathologists, Licensed Clinical Social Workers, and Psychologists who are working in those capacities and obtain and maintain a national certificate issued by their respective organizations deemed comparable to the NBPTS Certificate, will receive an additional \$2,000 per year. Occupational Therapists who renew a national certification beyond their initial licensure shall receive an additional \$2,000 per year after completing and maintaining their renewal. Any other special service provider who obtains and maintains a national certificate equitable to the certificates referenced herein may be awarded an additional \$2,000 per year at the discretion of the Assistant Superintendent of Human Resources. The procedures regarding submission when first qualifying shall be those applicable to educational advancement as set forth in Section 11.8 of the *Collective Bargaining Agreement*. Payments will continue through the life of the certificate, ending the month following its expiration. Payments to persons on a fractional contract will be pro-rated, based on their percentage of a full-time contract.

11.16 District Training & Development

11.16.1 Training Stipend Fund. The District will support training efforts by creating a Training Stipend Fund. This fund will supplement other monies available to support training and be available for training that is designated by the District. This Stipend Fund will provide compensation for Teachers enrolled in large scale training that aligns with current District initiatives. Training that qualifies for compensation will be determined on an annual basis by the District and will apply only for that contract year. Training that is District-initiated will qualify for payment out of this fund. Training that is initiated at the building may receive approval for payment if such training is aligned with current District initiatives, and if prior approval is granted by the Assistant Superintendent of Learning Services. These trainings include, but are not limited to: large scale literacy, math and other content area specific training, assessment, instructional technology, and intervention staff development. Questions about whether a training qualifies under this section that are not resolved otherwise by the Assistant Superintendent of Learning Services will be determined by the Assistant Superintendent of Human Resources, whose decision will be final.

An individual Teacher qualifies for a stipend at the rate of \$150 per seven (7) hour day for trainings that meet the above criteria and where the training occurs outside of the Teacher's normal work hours, or on other than a normal work day. For shorter trainings, the stipend will be prorated. Training for which a stipend is paid may not also be used as credit for horizontal advancement on the salary schedule.

Nothing in this Article shall be construed to require that an offered training is mandatory.

The District shall create a communication to its building level leaders and other administrative positions involved in scheduling or implementing District-initiated and building-initiated trainings that explains the availability of payment under Section 11.16.1 and the procedures for requesting such payment.

11.16.2 District Training Credit. It is recognized that training may qualify for credit for advancement on the Teacher salary schedule. A Teacher may choose credit toward salary advancement, or a stipend, as compensation for a training activity, but not both. Credit, where applicable, will be granted at a rate of one credit per each block of 15 clock hours of involvement. Beginning June 2017, partial credits will be combined for either salary advancement credit and/or CDE recertification credit.

11.17 Elementary Professional Planning Time

11.17.1 Purpose. The parties agree that Teachers at the elementary level are in need of additional time to engage in extended Teacher-directed professional planning. The District desires to support the identification of such time by providing resources to each elementary building on a per staff member basis. Money for each elementary building will be provided, based on 3.5 days of planning time per FTE per building, as defined in Section 2.1 of the *Collective Bargaining Agreement*, multiplied by the daily cost of a substitute for the school year affected. It is agreed that Teachers in collaboration with the principal should determine how and where extended professional planning time will be addressed within the resources provided by the Board. It is permissible to use an off-site location for the extended professional planning time. Attention should be given to the reasonable expectations of the community regarding the continuity of the educational process for all children.

11.17.2 Relation to Individual Teacher-Directed Planning Time. This fund and the planning time contemplated are in addition to, and are separate and apart from, the time provided in Section 11.19.2, which sets minimum standards for individual teacher-directed planning time. To the extent possible, elementary professional planning time should be in blocks not less than thirty (30) minutes in length.

11.17.3 Process. Building staffs, including the principal, are expected to utilize joint processes for reaching building level understandings on the utilization of these funds. These processes are anticipated to be the same as those in Section 11.19.4. A collaborative-shared decision is valued so highly that a jointly agreed on plan must be filed with the Assistant Superintendent of Human Resources to trigger release of the funds.

11.17.4 Additional Professional Work Time. To provide extra elementary work time for administering and processing assessment programs, the District will provide funding for additional days of substitute coverage beyond those provided by Section 11.17.1. Because classroom Teachers are most affected by increasing assessment demands, the funding for additional substitute days will be based on the formula of three (3) days of substitute time per FTE classroom Teacher in grades Kindergarten through 5, multiplied by the daily cost of a substitute.

This formula is intended only to determine the size of the pool of substitute days available to each school, and is not to be construed as directions for the appropriation of the days. It is agreed that the building staff, using the process described in Section 11.17.3, will determine how the assessment days will be distributed and used. Attention should be given in scheduling the use of the days to the reasonable expectations of the community regarding the continuity of the educational process.

11.18 Secondary Assessment Days

11.18.1 Middle School. To enable Teachers to complete required individualized assessments associated with literacy plans, the District will provide forty (40) days of substitute Teacher assistance per middle level building. Assessment days will be equitably distributed by building administration based upon a projected estimate of annual testing needs. Attention should be given in scheduling the use of the days to the reasonable expectations of the community regarding continuity of the educational process.

11.18.2 High School. To enable Teachers to complete required individualized assessments associated with literacy plans, the District will provide sixty-eight (68) days of substitute Teacher assistance at the high school level. Assessment days will be equitably distributed based upon a projected estimate of annual testing needs. Attention should be given in scheduling the use of the days to the reasonable expectations of the community regarding continuity of the educational process.

11.19 Building Environment

11.19.1 Purpose. The parties agree that Teachers at the building level should be involved in determining their working environments, and to be involved in establishing the conditions under which they work, such as:

- Student supervision;
- Workload;
- Planning;
- Building calendar; and,
- Committee involvement.

Committees involved in determining working environments and addressing building issues will be committed to the principles of membership rotation and shared leadership.

These committees are expected to work collaboratively in order to define length of leadership terms and processes for membership rotation.

Teachers shall be made aware of these processes on an annual basis by each committee.

In order to ensure the above shared expectations and processes, there shall be communication between the building's Association Representative(s) and the building principal. If additional assistance is needed, then the involved parties may utilize the problem resolution process in Article 11.19.4.

11.19.2 Individual Teacher-Directed Planning Time.

11.19.2.1 Elementary Planning Time. All elementary Teachers shall have a minimum of 150 minutes of planning time per week. All secondary Teachers shall have a minimum of one planning period daily. Administrators shall make every effort not to assign other duties to Teachers during this period. Planning time means individual Teacher-directed time to be used to fulfill instructional responsibilities and other needs as identified by the Teacher.

11.19.2.2 Duty-Free Lunch. Teachers shall be provided a duty-free lunch period of not less than thirty (30) consecutive minutes.

11.19.3 Process. Buildings will establish a Building Committee to address issues including but not limited to those listed in Section 11.19.1. Buildings will establish a means for assuring that the process to be utilized in the building is acceptable to the staff and the administrator(s) in accordance with a governance scheme upon which they agree. Nothing in this Section is intended to prohibit the use of an existing mutually agreed-upon building mechanism for these purposes, so long as there is no objection to this mechanism by either the District or the Association. Among other things, the buildings need to address what will trigger a renegotiation of either the process or the governance scheme upon which they have agreed.

11.19.4 Problem Resolution Process. If a building participant is of the opinion that a serious problem is developing, or has already developed, in the implementation of this section, he/she is encouraged to contact others for assistance. This initiative may be directed to the Association, or the Assistant Superintendent of Human Resources. The party contacted will initially determine the nature of the concern and will make contact with the parties involved, including the principal. The party initially contacted is encouraged to share the concern with appropriate District or Association officials as circumstances warrant. A collaborative effort will be undertaken by all parties involved to determine the kind

and level of assistance needed. The assistance may take the form of no assistance at all (let the building process deal with the issue), consultation, advice, training, facilitation services, subject matter experts, or other assistance as may be mutually agreed by all parties involved, including the principal.

If facilitation assistance is deemed appropriate, one (1) member from the Association Bargaining Team and one (1) member of the District Bargaining Team will be engaged to serve as co-facilitators to assist the building in reaching an agreeable resolution.

It is contemplated that this process will serve to assist in the event of difficulty reaching agreement on process, the substance of any issue, or the resolution of concerns about implementation of any understanding.

This Problem Resolution Process shall only be applicable to Section 11.19.

11.19.5 Resources. The District will make available training and other resources to the buildings to assist in setting up the processes contemplated by this provision.

11.19.6 Time Line. Buildings may begin to develop approaches to these issues as soon as they desire. It is expected that all buildings will have considered these issues and determined the desired approach suited to that building.

11.20 Teacher Preparation Days. Of the non-student contact days at the beginning of the school year, Teachers shall have two and one-half (2.5) days (one (1) of which shall be the Flex Day) which are Teacher-directed. Additionally, the first non-student contact day following winter break shall be Teacher-directed with the exception of up to three and one-half (3 ½) hours, which may be directed by the District or the administration of the school building with input from Teachers (which may include the building council, leadership team, and/or other methods of gathering input from Teachers) into the planning and use of these hours and with consideration given to differentiation. Notice of the use of the time shall be provided prior to the start of winter break. Every effort shall be made to have the Teacher-directed time provided in a single, uninterrupted block. These days may include, but are not limited to, work associated with planning, assessment, curriculum, instruction, and other student needs as determined by the Teacher.

11.21 Class Load. Regardless of class size at any level, nothing precludes a Teacher from requesting a review of the impact of high needs students in a given class. The principal or designee shall meet with the requesting Teacher and every reasonable effort shall be made to grant assistance to such Teacher. Examples of such assistance may include, but are not limited to: paraeducator time, additional materials, clerical assistance, release duty time, consultation, professional development, additional support to high needs students, and reallocation of class size or class load. Should potential resources for assistance not be available at the building level, the appropriate District administrator shall meet with the requesting Teacher and the building principal to determine what assistance, in any, will be provided.

ARTICLE TWELVE

RETIREMENT BENEFITS

12.1 Eligibility for Participation. A Teacher desiring retirement benefits as described herein must be eligible to receive PERA benefits prior to September 1st for an end-of-school-year retirement. With the exception of Section 12.4, the Teacher must have ten (10) years of consecutive teaching or administrative experience in the District immediately prior to the effective date of retirement.

A Teacher must complete his/her appropriate semester contract to be eligible for the retirement benefits provided in this Article. Approved PERA disability benefits constitute completing the contract.

12.2 Transition Year Benefit. This benefit was referred to as the “93-93 Benefit” in prior contracts. Teachers retiring at the close of a school year may choose to work an additional year under the PERA-approved Transition Year plan, whereby such electing Teacher would retire at the end of a school year, and, while drawing PERA benefits, work the 184-day year for the subsequent school year in their current position for payment generally equivalent to the salary in effect during such Teacher's last year of regular employment. Teachers are limited to only one (1) school year of participation in the Transition Year plan.

During the years covered by this Agreement, the Transition Year Benefit will be available to all Members not on Level II of the District's evaluation system at the time of retirement.

Those retirees electing the Transition Year option will have five (5) days of paid sick leave during their Transition Year. For each sick day beyond five (5) but no more than ten (10), the retiree's pay will be reduced by the amount of the substitute pay for such day. For each sick day beyond ten (10) during the Transition Year, the retiree's pay will be reduced by the per diem pay for that retiree.

Teachers working on an approved Transition Year Contract at the time of a tuition reimbursement deadline are not eligible for tuition reimbursement under Article 13 during the Transition Year, unless tuition reimbursement requests from non-Transition Year plan Teachers who have submitted tuition reimbursement requests by the deadlines identified in Section 13.4 are less than the funds made available by that section. If funds are remaining, tuition reimbursement requests from Transition Year Teachers will be paid up to the limit of remaining funds. If more than one (1) Transition Year Teacher requests reimbursement and the total exceeds available funds, the payments will be pro-rated.

12.3 Retirement Notice. Teachers desiring to retire at the end of the school year who want to access the retirement benefits in Sections 12.2 and 12.5 must notify the Assistant Superintendent for Human Resources in writing of the intention to retire by February 15th. For Teachers choosing to work the additional year under the Transition Year Benefit, application must be made to the Assistant Superintendent of Human Resources by February 15th.

12.4 Continuation of Health Benefits; COBRA. Upon retirement, the Teacher's continued right to group medical insurance coverage will be limited to meeting the definition of full-time employee under the Patient Protection and Affordable Care Act (PPACA) of 2010. Teachers not meeting PPACA's definition of full-time employee may access the COBRA entitlement for medical coverage. Dental and vision coverage will be limited to the COBRA entitlement. The retired Teacher will be required to pay the premiums on such continued coverage for medical, dental, and vision in accordance with the COBRA statute and regulations, as appropriate. Teachers considering retirement should contact the District's Department of Human Resources for details on COBRA.

12.5 Sick Leave Reimbursement. Retiring Teachers will be reimbursed for accrued, but unused sick days in accordance with the following:

12.5.1 More Than 45-Day Accrual. Teachers who have accrued more than forty-five (45) days of sick leave may sell back sick leave days in excess of forty-five (45) days up through one hundred (100) days at a rate of one-third (1/3) of the base substitute Teacher daily pay rate at the time of retirement.

12.5.2 More Than 100-Day Accrual. Teachers who have accrued unused sick leave days in excess of one hundred (100) days may sell back all of their accrued sick days in excess of one hundred (100) days, up to the maximum outlined in Section 10.2.1. The rate of reimbursement will be equal to the base substitute Teacher daily rate of pay at the time of retirement.

12.5.3 Payout. The payments specified in the preceding sections will be made to a Teacher on the retirement payroll following the month in which the Teacher receives his/her last regular paycheck from the District. This payment would not qualify as PERA-qualified compensation, and would not be subject to the employee and employer deduction to PERA.

12.6 No Other Benefit. Article Twelve sets forth all benefits available to persons who retire under this provision, and no other retirement benefits are implied.

ARTICLE THIRTEEN

TUITION REIMBURSEMENT

13.1 Purpose. Teachers will be reimbursed for the tuition or registration costs of successfully completed professional development activities which meet building and personal goals, as well as the conditions of this Article, and which are not reimbursed from any other source. Administrators and Teachers are encouraged to discuss their professional development goals.

13.2 Rate of Reimbursement. Reimbursement is available for tuition for college courses, registration fees for seminars, and workshops and course fees for in-service programs. Not included are such things as fees, books, and parking expenses. Reimbursement for in-service classes is limited to the registration, instructors, and credit fee. No Teacher will receive more than \$600 each school year.

13.3 Acceptable Courses or Workshops. To be eligible for reimbursement, the course or workshop must be related to improving professional instruction in the District. Requests for reimbursement shall be submitted to the building principal or supervisor for approval and transmittal to staff development. Any applications not initially approved will be referred to a committee including the Assistant Superintendent of Human Resources, or designee, and a Teacher selected by the Association, for final resolution.

13.4 Procedure. Requests for reimbursement of courses or workshops completed by September 1st must be submitted by October 15th. If the total requests exceed \$67,500 for these courses, payments will be pro-rated. Requests for courses or workshops completed by February 15th must be submitted by April 15th. If the total requests for these courses exceed \$22,500, payments will be pro-rated. In order to facilitate compliance with IRS provisions, the District will require proof of payment and successful program completion appropriate to the activity. The Assistant Superintendent of Human Resources will determine specific documentation required.

ARTICLE FOURTEEN

TEACHER EVALUATION AND REMEDIATION

14.1 Purposes. The parties agree that high instructional quality and improvement of Teacher performance are goals of both LPS and the Association.

14.2 Teacher Evaluations.

14.2.1 Purposes. The primary purpose for evaluation of Teachers is to serve as a basis for the improvement of instruction. Additionally, consistent with state law, the purposes of the evaluation system shall be to ensure that all Teachers:

- Are evaluated using multiple, fair, transparent, timely, rigorous, and valid methods;
- Receive adequate, continuous, meaningful, and credible feedback to assist in improving instruction;
- Receive ongoing professional development support that provides them with meaningful opportunities to improve their effectiveness; and,
- Have measured their level of performance within the District.

14.2.2 General Provisions.

14.2.2.1 Evaluator. Evaluator for building-based Teachers means the principal or assistant principal. Evaluator for non-classroom-based Teachers means the immediate supervisor. Instructional coaches are non-evaluative personnel. All Evaluators shall receive training as required by the Colorado Department of Education.

14.2.2.2 Association Representation. A Teacher shall have the right to consult with an Association representative and to have an Association representative present at conferences and meetings throughout the evaluation process.

14.2.2.3 Artifacts. An Artifact means a document, materials, processes, strategies, data, and other information that result from the normal and customary day-to-day work of Teachers. At any time throughout the Evaluation Process, Teachers may provide Artifacts and the rationale connecting the evidence to practice standards.

Artifacts are helpful to discussions between the Evaluator and the Teacher being evaluated. However, Evaluators and Teachers may choose to limit or to not use any Artifacts if they agree on a rating level.

14.2.2.4 Knowledge of Teacher. Formal and Informal Observations and Walkthroughs shall be conducted openly and with the knowledge of the Teacher.

14.2.2.5 Observance of Rights. In implementing the evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of Teachers. No evaluation information shall be recorded by audio or video electronic devices without the written consent of the Teacher.

14.2.2.6 Third-Party Complaints. Complaints from third-parties shall not be used until and unless validated. If any complaints or negative statements about a Teacher's performance and/or teaching materials are received, the Teacher shall be informed of such complaint in a timely manner. The Teacher shall have the opportunity to respond in a timely manner. A Teacher shall have the right to submit a written rebuttal within ten (10) business days to any complaint or negative statement that is placed in the Teacher's personnel file. Such rebuttal shall be attached to the original material in the Teacher's file. Anonymous complaints will not become part of a Teacher evaluation.

14.2.2.7 Source Documents. Teachers shall have the right to view any source documents.

14.2.2.8 Coaching. Observations made by District instructional coaches and/or Teacher partners during the coaching process shall not be included in performance evaluations.

14.2.2.9 Feedback. Feedback is data-specific information that is regularly provided to the Teacher to guide the teaching and learning process. The Evaluator and the Teacher shall engage in on-going conversations to provide opportunities for improvement of professional practice. Documentation by the Evaluator shall be shared in the electronic platform.

14.2.2.10 Part-time Employed Three or More Years in District. Part-time Teachers who have been employed by the District for three (3) or more years who have an effective or highly effective rating shall be considered as non-probationary Teachers in this Article.

14.2.2.11 Timing of Formal Observations and Walkthroughs. Every effort shall be made to balance the number of Observations and Walkthroughs over the first and second semesters, as appropriate. At least one (1) Walkthrough or Observation must occur in the first semester.

14.2.2.11.1 Probationary Teachers. Each probationary Teacher shall receive at least four (4) Walkthroughs each school year. Each probationary Teacher shall also be Formally Observed at least twice

each school year. One (1) of these Formal Observations shall take place prior to the end of the first semester, and the other shall take place prior to April 15th.

14.2.2.11.2 Non-Probationary Teachers with an Overall Demonstrated Proficiency in the Quality Standards. Each non-probationary Teacher with an overall demonstrated proficiency in each of the quality standards shall have at least the minimum number of state-required observations (currently one (1)).

14.2.2.11.3 Non-Probationary Teachers without an Overall Demonstrated Proficiency in the Quality Standards. Each non-probationary Teacher without an overall demonstrated proficiency in each of the quality standards shall have at least two (2) Walkthroughs, plus either one (1) Formal Observation or two (2) more Walkthroughs. Building principals shall have the discretion to move a non-probationary Teacher to this observation cycle by January 15th if concerns arise during a particular school year.

14.2.3 Frequency of Evaluation. All Teachers shall be evaluated on an annual basis.

14.2.4 Evaluation Process. The parties agree that a fair evaluation process is best accomplished through differentiation and collaboration.

14.2.4.1 Initial Conference, Self-Assessment, and Goal Setting. Teachers shall complete a self-assessment and create a SMART goal based upon the needs of the students taught and the professional practices, which will be shared with Evaluators at an Initial Conference held by October 15th. Along with reviewing the Teacher's self-assessment and finalizing the Teacher's goal(s) for the year, the Initial Conference shall be used to discuss the appropriate evaluation method for the Teacher, to review the use of Artifacts and methods of data-gathering, and for the Evaluator to document areas of known disagreement on the self-assessment at that time.

14.2.4.2 Mid-Year Conference and Review. Evaluators shall hold Mid-Year Conferences and reviews with Teachers no later than January 15th, unless otherwise mutually agreed. This shall be mandatory for probationary status Teachers, and for non-probationary status Teachers where there are performance concerns. Documented concerns shall include observed practice as related to the professional practices standards. The absence of an Evaluator-requested Mid-Year Conference for non-probationary Teachers implies that there are no performance concerns. The Mid-Year Conference is optional for non-probationary Teachers where there are no Evaluator-performance concerns and the conference will only be held when requested by said non-probationary Teacher.

14.2.4.3 End-of-Year Conference. All Teachers shall receive an Initial End-of-Year Rating from the Evaluator at least two (2) weeks prior to the last student contact day. The Initial End-of-Year Rating means the summative evaluation rating provided prior to the End-of-Year Conference. If the Teacher agrees with the Initial End-of-Year Rating, there is no need for additional Artifacts to be provided. If the Teacher disagrees with the Initial End-of-Year Rating, the Teacher may provide additional Artifacts to connect instructional practice to professional practices standards and additional data regarding measures of student learning.

Following release of the Initial End-of-Year Rating and the Evaluator review of any submitted Artifacts, the Teacher and Evaluator shall meet for an End-of-Year Conference. The Evaluator shall provide the Final End-of-Year Rating to the Teacher at the End-of-Year Conference. Final End-of-Year Rating means the summative evaluation rating provided after the End-of-Year conference between the Evaluator and the Teacher.

The Final End-of-Year Rating and official evaluation document shall be signed by the Teacher and Evaluator no later than the last Teacher contract day. Teachers shall have the right to submit a written response to the Final Rating within ten (10) calendar days of receipt of the Final Rating. The written response shall be attached to the Final End-of-Year Rating.

14.2.4.4 Formal Observations. The Formal Observation Process consists of a pre-observation conference, the observation, and a post-observation conference. The actual observation consists of observing an entire lesson or Delivery of Service of 30-90 minutes resulting in a written observation record.

The pre-observation conference shall be held within a reasonable time frame prior to the observation as mutually agreed by the Evaluator and Teacher.

Each Formal Observation shall be followed by a conference. The Teacher shall receive a copy of the Evaluator's observation feedback at least 24 hours prior to the post-observation conference. The conference between the Teacher being evaluated and the Evaluator shall take place within five (5) school days, or at another mutually agreed upon time, of the observation. Additional conferences before and after observations may be arranged by the Teacher and Evaluator.

14.2.4.5 Informal Observations. Informal Observations are those times when the Evaluator observes a Teacher in the day-to-day interactions within the educational environment setting where a Teacher provides Delivery of Service. Delivery of Service includes teaching (e.g. classroom instruction) and other performance of responsibilities for non-instructional personnel (e.g. IEP meetings, instructional coaching). It does not include other extracurricular activities that a Teacher may have a separate contract

with the District to perform. Informal Observations are of any duration. Negative feedback to be used in the evaluation shall be documented and communicated to the Teacher within two (2) days of the Informal Observation.

14.2.4.6 Walkthroughs. Walkthrough means a brief, structured observation by the Evaluator which lasts a minimum of ten (10) minutes. It is followed by written feedback that includes the date and time of the Walkthrough. It may also include any professional practice standards, practices, and elements that are observed and should include any other timely, targeted, and actionable information. Feedback from Walkthroughs is preferred to be provided within twenty-four (24) hours, but in no case will be provided more than seventy-two (72) hours later. A Teacher may request a conference to discuss the feedback and provide evidence to support the Teacher's instructional practice. The conference is preferred to be requested within twenty-four (24) hours of receipt of the feedback, but in no case may it be requested more than seventy-two (72) hours after receipt of the feedback.

14.2.4.7 Evaluation of Non-Probationary Teachers with an Overall Demonstrated Proficiency in Each of the Quality Standards. Although the responsibility for the evaluation rests with the Evaluator, a non-probationary Teacher with an overall demonstrated proficiency in each of the quality standards will complete a process of goal-setting and reflection as the major components of the evaluation. At the end of an evaluation cycle, such Teacher shall be notified by the Evaluator if the Teacher will not continue on this evaluation method.

14.2.5 Targeted Support Plans for Non-Probationary Teachers. Upon receipt of a Final End-of-Year Rating of partially effective or ineffective, a Targeted Support Plan shall be put into place. The purpose of a Targeted Support Plan is to provide a non-probationary Teacher with direct and specific feedback where there are performance concerns that have resulted in the ineffective or partially effective evaluation rating.

14.2.5.1 Required Elements. The Targeted Support Plan shall clearly state:

- Standards, practices, and elements that require improvement;
- Strategies and activities to assist in achieving an effective rating;
- A timeline for implementation and review of the Targeted Support Plan;
- Information describing how improvement will be measured; and,
- Professional development and resources available from the District to the Teacher.

14.2.5.2 Development and Implementation. The Targeted Support Plan shall be developed in collaboration with the Teacher by September 1st.

The Teacher shall be provided a minimum of sixty (60) business days to implement the Targeted Support Plan. At the conclusion of implementation, there shall be a conference held with the Evaluator and Teacher in order to review the Targeted Support Plan, its implementation, and the Teacher's progress.

Following the conclusion of the Targeted Support Plan, a Teacher may continue on a Targeted Support Plan for an additional sixty (60) business days, be removed from the Targeted Support Plan, or may be recommended to be placed on a Remediation Plan.

14.2.5.3 Not Applicable. A Targeted Support Plan shall not apply to probationary Teachers.

14.2.5.4 Second Observer. At the conclusion of the Targeted Support Plan process, if the Teacher's performance, in the judgment of the Evaluator, merits placement on a Remediation Plan, the Evaluator will inform the Teacher of the option for a secondary observer. The purpose of the secondary observer is to provide a second opinion regarding the Teacher's performance prior to the initiation of the Remediation Plan process.

14.2.6 Remediation Plan. Remediation Plan shall mean the intervention for a Teacher with an ineffective or partially effective Final End of Year rating who has not demonstrated effectiveness through the Targeted Support Plan. It shall be based upon the standards, elements, and professional practices that were concerns which resulted in the ineffective or partially effective rating.

14.2.6.1 Development and Implementation. A Remediation Plan is developed in consultation with the Teacher. Within seven (7) business days after the conclusion of the Targeted Support Plan, the Teacher shall meet with Human Resources to discuss the remediation process.

14.2.6.2 Assistance Team. The Assistance Team shall consist of three (3) to five (5) Teachers who have received training in order to provide support to the Teacher throughout the Remediation Plan process, including coaching and providing feedback regarding the improvement of instruction on the goals that were identified in the Remediation Plan. The Assistance Team shall include at least one (1) Teacher who teaches either the same grade or subject as the Teacher on the Remediation Plan. The District and Association shall mutually select the Assistance Team members.

The District and Association shall mutually provide the training to Teachers for Assistance Team work. The District shall monitor the progress of the Assistance Team's work.

14.2.6.3 Timelines. Within seven (7) business days of the meeting in Section 14.2.6.1, an Assistance Team shall be appointed. Within fifteen (15)

business days of appointment, the Assistance Team, in consultation with the Teacher, shall create the Remediation Plan.

The Remediation Plan and the specific improvement activities within must be completed within sixty (60) business days and shall not exceed ninety (90) business days. All timelines for the Remediation Plan creation and implementation may be extended upon the mutual agreement of the Teacher and the District.

14.2.7 Grievance. Probationary and non-probationary Teachers shall have the right to file a Grievance that the evaluation process was not followed. Such right shall not be contingent upon any specific evaluation rating. It shall also be separate and distinct from the right that a non-probationary Teacher may have to appeal an ineffective or partially effective evaluation rating through the appeal process set forth in Section 14.3.

14.3 Evaluation Appeal

14.3.1 Non-Probationary Teacher - Right to Appeal. A non-probationary Teacher may appeal an overall performance rating of ineffective or partially effective in accordance with this Article. The non-probationary Teacher is permitted only one (1) appeal per year, per evaluation rating.

14.3.2 Basis of Appeal. The basis for an appeal shall be limited to:

14.3.2.1 A violation of the evaluation process that materially impacts the Teacher's performance rating;

14.3.2.2 The data relied upon for the performance rating was misused, inaccurate, invalid, or otherwise incorrectly attributed to the Teacher; and/or,

14.3.2.3 Inadequate evidence exists to support the rating.

14.3.3 Burden of Proof. The non-probationary Teacher appealing the ineffective performance rating shall have the burden of demonstrating that a rating of effectiveness was appropriate.

14.3.4 Notice of Appeal. In order to appeal the evaluation rating, the non-probationary Teacher must provide a signed Notice of Appeal to the Superintendent no later than June 15th. If a written Notice of Appeal is not received within this time, then any and all rights to an appeal are waived and the evaluation rating shall be final. The non-probationary Teacher and evaluator shall meet to review the final rating. The Teacher may rescind their Notice of Appeal any time prior to the Review Committee Hearing.

14.3.5 Association Representation. The non-probationary Teacher shall have the right to consult with a representative of the Association while informally

reviewing and attempting to resolve any disagreements with the evaluator, and at any time before filing the Notice of Appeal, and to be represented by the Association at all levels of the appeal process.

14.3.6 Process. Following receipt of the Notice of Appeal the following procedures shall be followed:

14.3.6.1 Timeline. The Appeal Process must be completed in ninety (90) calendar days from the filing of the Notice of Appeal. The Review Board shall forward its final recommendation to the Superintendent ten (10) calendar days prior to the ninety-day (90) limit.

14.3.6.2 Informal Conference. The non-probationary Teacher and the evaluator of the non-probationary Teacher shall meet in an informal conference to discuss the evaluation and the areas of dispute. Any and all data used or relied upon by the evaluator in the evaluation shall be made available to the appealing Teacher at the meeting. The Teacher shall provide to the evaluator any evidence or data that would warrant an effective rating or above. If the non-probationary Teacher is satisfied with the outcome of the informal conference, the non-probationary Teacher may withdraw the Notice of Appeal. If the non-probationary Teacher is moving forward with the Appeals Process, the Teacher must provide the Review Committee with the grounds for the appeal ten (10) calendar days prior to the hearing.

14.3.6.3 Review Committee. The District and the Association shall work collaboratively to develop a pool of people to serve on the Review Committee. Committee members shall be given training on the process and their role.

The Review Committee shall consist of:

- Two (2) administrators, neither of whom was the evaluator of the non-probationary Teacher, and at least one (1) who has experience on the same level as the appealing Teacher; and,
- Three (3) non-probationary Teachers, all of whom have evaluation ratings of effective or higher.

14.3.6.4 Hearing. The hearing shall be completed no later than seventy (70) calendar days following the Notice of Appeal. The Review Committee shall review the grounds for the Notice of Appeal. The appealing Teacher has the right to give a statement and present supporting evidence to the Review Committee regarding any data and artifacts that were presented to the evaluator. The Review Committee may also ask questions of the non-probationary Teacher. The evaluator shall be available for the purpose of responding to clarifying questions of the Review Committee.

14.3.6.5 Recommendation. The Review Committee shall reach its Recommendation utilizing the consensus model. The review committee shall provide written findings of fact based on evidence with regard to all factual and relevant issues raised by the Teacher.

If consensus is not reached, then the Review Committee shall prepare Written Statements of the opposing viewpoints. The Recommendation or Written Statements shall be submitted to the Superintendent, the Association, the non-probationary Teacher, and the evaluator within five (5) calendar days of the Hearing.

14.3.6.6 Superintendent Review

14.3.6.6.1 The Superintendent shall review the evaluation rating and its supporting documentation, the Notice of Appeal, including any documentation submitted by the non-probationary Teacher pursuant to Sections 14.3 and 14.3.6.2 and then consider the Review Committee's Recommendation and written findings of fact.

14.3.6.6.2 The Superintendent's decision shall be made in writing within fifteen (15) calendar days, unless such time is mutually extended by both parties; however, the time may not be extended beyond ninety (90) days from the date the non-probationary Teacher filed the Notice of Appeal. A copy of the Superintendent's written decision shall be provided to the Association, the non-probationary Teacher, and the evaluator.

14.3.7 Final Decision. The Superintendent's decision shall determine the evaluation rating of the non-probationary Teacher. If the appeal is granted, the evaluation rating shall be changed to an effective rating. If the appeal is denied, the evaluation rating shall remain as ineffective or partially effective. The Teacher shall retain his/her non-probationary status through the appeals process. The Superintendent's decision shall be final and not subject to further appeal or Grievance.

14.3.8 Confidentiality. The Notice of Appeal and any grounds, documents and testimony resulting from the process shall be kept confidential.

14.4 Additional Information. Further operational details can be found in the LPS District Assistance Team and Appeals Process Handbook.

ARTICLE FIFTEEN

TEACHER DISCIPLINE

15.1 Purpose. The parties desire that all Teachers maintain professional conduct at all times and agree that, while providing due process, unprofessional conduct should be disciplined.

15.2 Disciplinary Action. Discipline of a Teacher may include, but is not necessarily limited to, formal reprimand, reduction in compensation, suspension, or any combination of such measures; provided that no such disciplinary measure shall be imposed without just cause, and provided further that the following procedures are followed:

15.2.1 The Teacher will be given a brief written summary of the concern(s) giving rise to the disciplinary measures.

15.2.2 The Teacher will be given an opportunity to discuss the concern(s) with his/her supervisor and may have an Association representative present during such discussion.

15.2.3 The Teacher will be given written notice of the disciplinary measure to be imposed, signed by the Teacher's supervisor or other administrator, and the Teacher must also sign the notice to show receipt of same.

15.2.4 The Teacher shall have an opportunity to attach a written rebuttal to the documented concerns no later than ten (10) business days after the completion of the disciplinary measure.

ARTICLE SIXTEEN

WAIVER OF TERMS

16.1 Waiver. Failure of either party to enforce, or insist upon, the performance of any term, condition or provision of this Agreement, in any one (1) or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by the Association's officers and the Board. If such written waiver is given, it shall apply only to the specific case for which the waiver is given, and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

ARTICLE SEVENTEEN

ENTIRE AGREEMENT

17.1 *Entire Agreement.* The District shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, in regard to interpretation or construction of this Agreement, the District is not bound by any past practices, or understandings with any labor organization, unless such past practices or understandings are specifically stated in this Agreement.

17.2 *Waiver of Bargaining.* The Association and the District agree that this Agreement is intended to cover all matters within the scope of bargaining, and that during the term of this Agreement, neither the District nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

17.3 *Savings Clause.* Should any provisions of this Agreement be found to be inoperative, void, or invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

17.4 *Modification of Agreement.* No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is in writing and is ratified by both the Board and the Association.

ARTICLE EIGHTEEN

REDUCTION IN PROFESSIONAL STAFF

18.1 Staff Adjustment. The Board and the Association recognize that the professional staffing structure of the District must be analyzed and reviewed periodically to ensure that the goals and vision of the District can be met through its programs. In this process, it may become appropriate to reduce or adjust one (1) or more programs, which may result in reduction of professional staff during, as well as at the end of the school year. Reductions in staff might occur for a number of reasons, including District-wide reductions due to budgetary constraints, enrollment decline, or program changes. Reductions may also occur due to building-initiated program or budget changes. The Board, administration, and Teachers value both District program and staff needs. Therefore, all will strive to work harmoniously when reductions of staff are contemplated.

18.2 General Notification of Potential Reduction. When the administration and the Board become aware of circumstances that may result in the reduction of one (1) or more professional staff, the Association will be notified and consulted regarding these circumstances and the program areas which may be impacted. The administration and the Association will work collaboratively to inform Teachers of the potential of a reduction and, if appropriate, the program areas that may be impacted.

18.3 Decision-Making Process. While the Board of Education has the final authority to determine the staffing structures of the District, the Board values a decision-making process which involves all appropriate stakeholders and places the decision at the appropriate level within the organization. The decision-making structure, if possible, will be implemented at the level affected by the change. If a potential reduction is contemplated due to building level factors, every attempt will be made to keep decision-making at the building level. Decision-making structures should involve the collecting and sharing of information to ensure high-quality decision-making.

18.4 Alternatives to Reduction in Force. Before any involuntary reductions of staff are made, the District will explore the possibility that the staff reductions and program changes can be achieved by alternative means. Such alternative means may include accepting a reduced contract, retirement, resignation, voluntary or administrative transfer, or leaves of absence.

If affected staff are qualified to teach in other program areas, efforts will be made to determine the feasibility and propriety of such a transfer of the affected Teacher and program area. A Teacher will be considered qualified for positions in areas in which the Teacher holds a current valid endorsement from the State of Colorado, and has met the criteria established by CDE for issuance of such an endorsement. Because the District may not, in all instances, be aware of these factors, the Teacher will have the responsibility of informing the District of these facts and supplying documentation as appropriate.

18.5 Reduction Process. The District will determine the Teachers to be reduced within a program area in accordance with the following procedure which recognizes both the quality and length of the Teacher's service to the District. Teachers who are subject to this process will be informed of that fact.

18.5.1 Rubrics. All the employees in the impacted job category will be scored by the building principal or his/her administrative designee using a Rubric. The Rubric is designed to identify significant aspects of the Teacher's job and to differentiate among Teachers based on value indicators. The Rubric will be jointly developed by the District and the Association. The Rubric shall incorporate standards from the District's then-current Teacher evaluation system as significant factors for consideration.

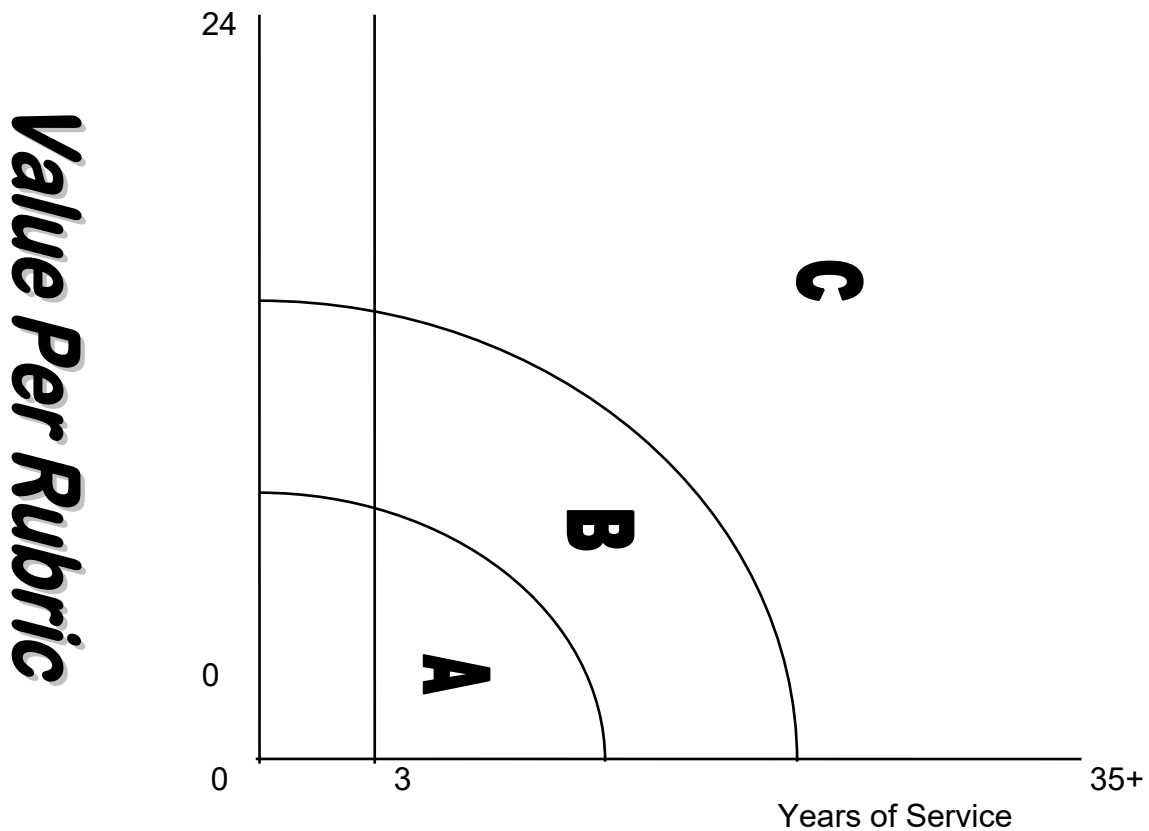
18.5.2 Reduction Groupings. Teachers will be grouped for reduction purposes in one (1) of three (3) priority groupings based upon the Rubric, plus a probationary category if the law requires reduction of probationary employees first. The grouping boundaries will be determined by a committee consisting of two (2) Teachers appointed by the Association and two (2) administrators who will not be involved in scoring the Rubrics as designated by the Superintendent. The category boundaries will be held in strict confidence until all Rubrics are scored and submitted to Human Resources.

It has been determined to be in the best interest of the students in the District for this policy to include consideration of the Teacher's length of service within the District, and probationary and non-probationary status. The length of service and a Teacher's status shall only be considered after merit has been determined by the significant factors as scored in the Rubric and Teachers have been placed into the three (3) priority groupings.

All employees within an affected program area will be plotted on a schematic where the horizontal axis represents the Teacher's years of service in the District and the vertical axis represents the score on the jointly developed Rubric. Group A, B, and C Teachers will be determined by their placement on the schematic. Group A Teachers will include those falling within an arc of constant radius which is centered at the three-year point of the service axis and which intersects the service axis at a point determined by the committee set forth later in this paragraph. Group B Teachers will be those Teachers falling between the first arc and the second one drawn in like manner so that it is centered at the three-year service point but which intersects the service line at a further point determined by the committee. Group C employees will consist of all employees who are neither probationary or category A or B.

Within an endorsement area, probationary employees will be reduced first if required by Colorado law. If there are no probationary employees, or if all probationary employees are reduced, the reductions will next be from Group A until it is exhausted. Once all Group A Teachers are gone, Group B Teachers will be reduced. Once all Group B Teachers are gone, reductions will be from Group C.

The District can choose from among any Teachers within a category, based on program needs, if less than the total amount of the Teachers in the category are to be reduced.



Upon request of a Teacher, the principal will review the scoring of an individual Teacher's score with such Teacher. The review is intended to provide the Teacher useful information but will not result in a change of score.

18.6 Notice of Proposed Reduction. Prior to any formal action the Board of Education will cause notice to be given to Teachers whose contracts are being considered for cancellation as a result of the operation of the reduction process. The notice to the Teachers shall include a copy of this policy, a brief statement for the reasons for the reduction, and the program areas impacted by the proposed reduction.

18.7 Hearings

18.7.1 Notice. If a Teacher desires a hearing, the Teacher will request it by submitting a letter to the Superintendent within ten (10) business days after mailing or delivery of the notice by the Board of Education.

18.7.2 Hearing Officer. The Board will appoint a hearing officer to conduct the hearing. Where, in the judgment of the Board of Education, two (2) or more requests for hearing raise issues that are reasonably related, the Board may

combine hearings. Hearing officers will be selected from a list of hearing officers mutually prepared by the Superintendent and the President of the Littleton Education Association.

18.7.3 Scope of Hearing. At the hearing the Teacher may introduce evidence on the following:

- a. The reasonableness of the Teacher's reduction including the rationale, reasons and supporting data;
- b. Whether the procedures of this *Collective Bargaining Agreement* were followed; or,
- c. The question of whether there is a rational basis supporting reduction in the identified area.

18.7.4 Rules of Procedure. The hearings shall proceed in the following format:

- a. Brief opening statements outlining the contention of the parties will be presented.
- b. The District will present testimony or data on the reasons for the reduction and the rationale supporting the selection of the particular Teacher involved for cancellation of contract.
- c. The Teacher will present testimony or data on all points deemed pertinent.
- d. The District may present rebuttal on any point deemed relevant by the hearing officer.
- e. The employee may present rebuttal evidence on any point deemed relevant by the hearing officer.
- f. Both parties make closing arguments.

18.7.5 Decision. The hearing officer will issue a decision within ten (10) business days after the close of the hearing. The decision will be in writing and will be delivered or mailed to the Teacher and the Superintendent and their respective counsel. The Board will take formal action affirming, denying, or modifying the hearing officer's decision promptly upon receipt.

18.7.6 Rules of Evidence. Hearings contemplated by this procedure need not be formal and the rules of evidence applying in the District Courts need not be followed.

18.8 Re-Employment Rights

18.8.1 Eligibility for Recall. In case of reduction in force, those Teachers whose contracts were canceled due to a reduction in staff will be notified of vacancies for which they are qualified during the recall period. The District will not interview persons not laid off until all Teachers who were reduced from that program area have been re-employed or offered re-employment. Teachers will be eligible to be appointed to any vacant position in an area from which the Teacher was reduced.

A Teacher is also entitled to be considered for vacancies in areas other than the one from which he/she was removed provided that he/she qualifies on the basis of the criteria set forth in Section 18.4.

18.8.2 Recall Period. The recall period shall be through the fall employment window of the third school year following contract cancellation (e.g. Teachers reduced during the 2002–2003 school year would be eligible for recall until September 15th, 2005).

18.8.3 Sequence of Recall. All Teachers who are still within the recall period shall be included in the recall pool and will be considered for vacancies for which they qualify.

18.8.4 Notice of Recall. Written notice of recall opportunities will be sent to a Teacher at his/her last known address by certified letter, return receipt requested. It is the responsibility of the Teacher to notify the Human Resources Department of any change of address. A copy of the notice should be sent to the Association. The Teacher shall have ten (10) business days from the receipt of the notice to reply to the District. A Teacher's name may be removed from the recall list for the following reasons:

18.8.4.1 No reply to the recall notice within ten (10) business days of receipt of the notice;

18.8.4.2 No longer at last known address;

18.8.4.3 Refusal to accept two (2) different positions offered by the District; or,

18.8.4.4 Upon the Teacher's request.

18.8.5 Benefits. Upon recall, Teachers will have previous time off and leave benefit balances and salary level restored to the level that existed at the time of their contract cancellation, and will retain their prior standing under the Teacher Employment Law. Teachers may continue to work on and receive educational advancement credit during the time of lay-off. All educational advancement guidelines in effect during the period of lay-off will apply to laid off personnel.

18.9 Transition Services. The reduced employee will be eligible for transition services offered by the District through the Human Resources Department.

ARTICLE NINETEEN

EXCHANGE TEACHING

19.1 *In-District Teacher Exchange.* Licensed employees, not in their first three (3) probationary years, may request an exchange of positions within the District for a school year. At the end of the exchange year, the Teacher will be returned to the same position in the building of previous assignment, subject to any changes in the position that have occurred during the Teacher's absence, or which will occur in the next school year.

Employees wishing to be considered for exchange positions must have the approval of the principal of the building of current assignment. Requests for exchange teaching must be submitted, in writing, to the Assistant Superintendent of Human Resources, no later than February 15th. Forms for such requests are available in each school.

Within two (2) weeks following February 15th, the Assistant Superintendent of Human Resources will cause to be published a list of all employees who have requested a Teacher exchange. Such list will be sent to each employee who has submitted a written request for Teacher exchange.

It will be the responsibility of individual Teachers to contact possible exchange Teachers to arrange an exchange.

When such arrangements are made, they must be confirmed, in writing, by the respective building principals, with such written confirmation directed to the Assistant Superintendent of Human Resources.

Exchanges will be made, upon recommendation by the Superintendent and the approval of the Board of Education.

If, before February 15th of the exchange year, both Teachers choose to remain in the exchanged positions, and the respective building principals approve this arrangement, a request for permanent transfer of the Teachers will be submitted by the building principals to the Assistant Superintendent of Human Resources.

Transfer of positions will be made upon recommendation by the Superintendent and the approval of the Board.

For purposes of seniority, a one-year exchange will not be considered an interruption of building service. If Teachers remain in the exchanged positions, the exchange year will be considered a year of service in the new building.

19.2 *Inter-District Teacher Exchange.* Licensed employees, not in their first three (3) probationary years, may request an exchange of positions outside the District. At the end of the exchange year, the Teacher will be returned to a position in the building of previous

assignment, provided that such position is determined to be available by the Board of Education.

Teachers wishing to participate in an inter-district exchange, including foreign exchange, must make their own contacts through an exchange program, or on an individual basis. The District shall not assume a position of arranging exchanges, but shall make information received available to Teachers.

While on an exchange, the LPS Teacher shall receive full salary and benefits. Upon return, the Teacher will be advanced on the salary schedule. The Teacher received in the District shall be paid by the sending district, including any benefits.

Exchanges shall be made upon the recommendation of the Superintendent and approval of the Board of Education.

ARTICLE TWENTY

TEACHER AND STUDENT SAFETY

20.1 Reasonable Support and Assistance. The District and the Association recognize the District's responsibility to give reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom and also recognize a Teacher's responsibility to seek help by immediately bringing to the attention of the building principal or designee any situation that a Teacher thinks may warrant special assistance.

20.2 Use of Reasonable Acts to Defer. Within the scope of employment, Teachers shall be reasonably responsible for the safe conduct of all students. In carrying out this responsibility, a Teacher may take reasonable actions to deter the act or acts of one (1) or more students from interfering with the safe conduct of another student or students.

20.3 Student Safety Plans. To the extent permitted by law, a Teacher who regularly spends time with a student who has a safety plan, including a safety plan that is a result of a threat assessment, shall be informed of the content of that plan.

(Signatures Next Page)

**COLLECTIVE BARGAINING AGREEMENT
SIGNATURE PAGE**

This Agreement made this _____ day of _____, **2018**.

LITTLETON EDUCATION
ASSOCIATION

ARAPAHOE COUNTY SCHOOL
DISTRICT NO. 6 IN THE
COUNTY OF ARAPAHOE,
STATE OF COLORADO

Vice President, LEA

President, Board of Education

Attest:
Secretary/Treasurer, LEA

Attest:
Secretary/Treasurer, Board of Education