

Collective Bargaining Agreement
between the Aspen School District No 1. (RE) Board of Education
and the Aspen Education Association

Article I: Intent [General]

1.1 The purpose of this Agreement is to promote collaborative relationships among the staff, administration and board to cultivate student learning. This Agreement provides a flexible structure that ensures mutual respect, value, and honor among all parties. In addition, this Agreement assures continuity, creates economic predictability for staff members and the District, defines working conditions, and facilitates equity.

Article II: Term [General]

2.1 The provisions of this Agreement, including all appendices, shall be effective for a term commencing July 1, 2021 and ending June 30, 2024, subject to Section 13.1; provided, however, that this Agreement shall automatically be renewed for successive terms of one (1) year each unless and until the Board or the Association provides written notice of intent to negotiate a successor Agreement or to terminate this Agreement to the other party by April 1 of the year in which the party desires to negotiate a successor Agreement or terminate the Agreement. Upon service of the notice of intent on the other party, the parties shall meet within ten working days and shall negotiate in good faith for the purpose of attempting to reach agreement regarding the continuation of this Agreement or a successor Agreement. If the parties fail to reach agreement on a successor Agreement, and absent an agreement to extend the terms of this Agreement, this Agreement shall expire on the next succeeding June 30th following the notice of intent to terminate.

Article III: Scope [General]

3.1 Subjects for negotiation are limited to salaries, fringe benefits, working conditions, items contained in this document, and all items mutually agreed upon by the Negotiating Team.

Article IV: General Provisions [General]

4.1 Subject to the provisions of Section 2.1, this Collective Bargaining Agreement shall be in effect until amended or revised by mutual agreement between the Board of Education and the Association. Changes or deletions of this collective bargaining agreement may be initiated only through the negotiations process.

4.2 Whenever possible the Board shall send a copy of any proposed policy changes outside of this Agreement to the president(s) of the Association at least three (3) days before the first reading. The Board always shall be open to receiving comments from the Association on any proposed policy change.

4.3 The District and the Association will carry out the commitments contained herein and give them full force and effect. In case of any direct conflict between the express provisions of this Agreement and any Board policy and procedure currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

4.4 In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application hereof shall not in any way be affected or impaired thereby.

4.5 The parties acknowledge that the terms and conditions of employment set forth in this Agreement are intended to be the full and complete agreement between the parties for the duration of this Agreement.

4.6 The parties further acknowledge, however, that, in the event either of the parties concludes that the provisions set forth herein inadequately or inappropriately address terms and conditions of employment or new circumstances give rise to the need for new contract language, the following process shall be followed:

4.6.1 The party seeking a change or addition to the Agreement shall notify the other party.

4.6.2 In the event the party not seeking the change does not wish to consider a proposed change/addition, said party may refuse to negotiate over the change/addition, in which case no change/addition shall be made to the Agreement.

4.6.3 In the event the parties agree to negotiate over the proposed change/addition and are able to reach tentative agreement regarding the proposal, the parties shall reduce the tentative agreement to writing and shall submit the tentative agreement to their respective constituents, consistent with each party's established practices and procedures.

4.6.4 In the event the parties agree to negotiate over the proposed change/addition but are unable to reach tentative agreement regarding the proposal, no change/addition shall be made to the Agreement.

4.7 Board Retained Powers. Except as provided in this Agreement the following matters are vested exclusively in the Board: *(i)* the determination and administration of school policy, *(ii)* the determination of school curriculum, *(iii)* the operation and management of the schools, *(iv)* and all matters related to the employment of employees of the District. In the adoption of this Agreement, the parties agree that nothing other than as contained herein is intended to be construed to delegate or limit the powers, duties, discretions, and responsibilities of the Board of Education as prescribed by the Constitution and laws of the State of Colorado. Consistent with the foregoing, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and prerogatives conferred upon and vested in it by the laws and the Constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities, and prerogatives by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Article V: Bargaining Agent [General]

5.1 The Aspen School District Board of Education recognizes the Aspen Education Association (AEA or Association), as the exclusive representative and bargaining agent for all non-administrative staff in the District, i.e., teachers, special service providers (SSPs), and education support professionals (ESPs).

5.2 While the Aspen School District Board of Education recognizes the AEA as the exclusive representative and bargaining agent, it is understood that a single collective bargaining agreement will necessarily need to address vastly different needs across different groups of employees, and that some articles and/or sections of this Agreement may not pertain to all types of employees. As such, it is agreed that unless expressly stated as applying to all staff (marked in the article as General), each section shall apply only to the employee group, or groups, to which the section refers.

Article VI: Definitions [General]

6.1 The term "teacher" shall mean all non-administrative licensed personnel employed by the District to instruct, direct, or supervise the instructional program. The term does not include those persons holding authorizations and does not apply to substitutes.

6.2 The term "Board" shall mean the Board of Education of the Aspen School District No 1. (RE).

6.3 The term "Association" shall mean the Aspen Education Association.

6.4 The term "District" shall mean the Aspen School District No. 1 (RE).

6.5 The term "Superintendent" shall mean the Superintendent of Aspen School District or their designee.

6.6 The term "principal/supervisor" shall mean a person who has the responsibility to direct a staff member's activities and/or to evaluate their performance.

6.7 The term "parties" shall mean the Board and the Association as participants in this Agreement.

6.8 The term "work day" shall mean a school day when teachers, SSPs, or 9-month ESPs are required to be present, equaling a 40 hour work week (prorated based on FTE).

6.9 The term "student contact hours" shall mean the hours, between the first and last bell, when students are receiving instruction during the school day as provided by law and Board policy.

6.10 The term "work/school year" shall mean the professional duty days required of each teacher, SSP, and/or ESP, according to a Board-adopted calendar for each of those job classifications. Within the school year, there are three types of days, which may be divided into half days:

- a. Student contact days, which are days when teachers, SSPs, and other necessary staff are required to have formal contact with students, including assessment days.
- b. Work days, during which teachers, SSPs and other necessary staff prepare for the school year, prepare classrooms, prepare instruction, conduct parent-teacher conferences, confer with one another and assess student performance or other job related duties.
- c. Professional development days including assigned professional growth activities and/or personal/professional growth activities as directed by the District.

6.11 The term "probationary teacher" means a teacher who has not completed three consecutive full years of demonstrated effectiveness or a non-probationary teacher who has had two consecutive years of demonstrated ineffectiveness. A probationary teacher attains non-probationary status on the first day of employment of his/her fourth year with the District following the three consecutive full years of demonstrated effectiveness with the District. A non-probationary teacher reverts to probationary status on the first day of the next school year following their second consecutive year of demonstrated ineffectiveness.

6.12 The term "Part-time Teacher" is a teacher who is contracted to work less than forty (40) hours per week.

6.13 The term "Special Service Provider" (SSP) shall mean licensed counselors, psychologists, audiologists, nurses, occupational therapists, physical therapists, social workers, speech-language pathologists, and orientation and mobility specialists providing professional services to students in direct support of the educational instructional program.

6.14 "Hourly" refers to ESPs whose work week is determined by the school or department.

6.15 “Probationary employee” refers to a newly hired employee who has not yet completed their probationary employment period.

6.16 The term “Educational Support Professional” (ESP) shall mean any or all members of the District staff who are contracted classified employees. These job classifications include but are not limited to office professionals, paraprofessionals, maintenance, custodial, transportation, health aides, early childhood teachers, and food service workers.

6.17 A “full-time ESP” is one who works a 40-hour, five-day week.

6.18 The term “Part-time Education Support Professional” is an ESP who is contracted to work less than forty (40) hours per week.

6.19 The term “staff” shall mean all teachers, SSPs, and ESPs, except as otherwise noted.

Article VII: Employee Rights [General]

7.1 Personal Safety

7.1.1 The District shall not tolerate threats, bullying, intimidation, or physical force directed toward any staff member by a staff member, supervisor, parent/guardian, or member of the public on school property, through electronic communication, or at events which the District is sponsoring or in which it is involved or otherwise related to the staff member’s employment by the District, and will take appropriate measures to help ensure the staff member’s safety in those circumstances. In the event of such acts, the District will respond in an appropriate manner. If a staff member is threatened, bullied, intimidated, or harmed by another staff member, supervisor, parent/guardian or member of the public, the staff member has a right to end the interaction.

7.1.2 Reasonable attempts will be made by the Association to address member to member conflicts before escalating said conflicts further.

7.2 Personnel Files

7.2.1 Subject to the definition and requirements within the Colorado Open Records Act, which shall control in the event of any conflict, "Personnel file" for purposes of this Agreement means the personnel records of an employee, in the manner maintained by the District and using reasonable efforts by the District to collect, that are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, or employment termination or other disciplinary action. "Personnel file" does not include documents or records required to be placed or maintained in a separate file from the regular personnel file by federal or state law or rule; documents or records pertaining to confidential reports from previous employers of the employee; letters of reference, or an active criminal investigation, an active disciplinary investigation by the employer, or an active investigation by a regulatory agency. "Personnel file" also does not include any information in a document or record that identifies any person who made a confidential accusation, as determined by the employer.

7.2.2 A staff member's personnel file shall be limited to contain documents germane to their employment by the District. There will be only one official file maintained by Human Resources (HR).

7.2.3 It is a teacher's professional responsibility to obtain, maintain, and present a current original Colorado teaching certificate/license to the District. The District shall copy the original to be included in their personnel file and return the original to the teacher.

7.2.4 A staff member, upon written request, shall have the right to review the contents of their permanent personnel file. A staff member may request copies of any documents contained in such files to be produced within no more than three (3) work days absent extenuating circumstances. Should the staff member make unusual demands on HR, e.g., requests for more than two (2) copies per year of the file, the staff member will be required to reimburse the District for time and materials expended in researching, retrieving, reviewing for potential legal exemptions, and producing the records.

7.2.5 Unless otherwise provided by law, no material derogatory to a staff member's conduct, service, character, or personality shall be placed in such file unless the staff member has been given the opportunity to review such material.

7.2.5.1 The staff member will acknowledge that the opportunity to review such material has been given by initialing the material to be placed in such files. The parties understand and agree that the signature merely means that the staff member has read such material and that it does not mean the staff member necessarily agrees with the statements contained in such materials. Refusal by the staff member to acknowledge the review will be noted on the document by the administrator. The absence of initials or a notation on the document creates a rebuttable presumption that the staff member has not been advised of the record but that presumption may be cured by other evidence or by providing the staff member with an opportunity to review.

7.2.5.2 The staff member shall have the right to file a written reply to such materials within ten (10) work days of the date on which the staff member was given the opportunity to review such material. Such reply shall be attached to the material to which it pertains.

7.2.5.3 Except for evaluations and other records required to be maintained by applicable law, the staff member shall have the right to petition HR for the removal of such material after one (1) year. If HR denies the petition for removal, grounds for the denial must be put in writing and submitted to the individual requesting removal. If the petition for removal is denied, the staff member has access to the grievance procedure outlined in this Agreement for appeal of this decision.

7.2.6 No complaints about the staff member shall be placed in a staff member's personnel file without notice being provided to the employee. Whenever such complaints are placed in the staff member's file(s), the staff member may submit a written response and have it placed in their file.

7.2.6.1 No personnel file other than the permanent personnel file may be maintained, except as otherwise provided by applicable law.

7.2.7 A staff member's personnel file is solely accessible to (i) the individual staff member upon their written request, (ii) the Director of Human Resources or their designee, (iii) the staff member's supervisor(s), (iv) and the Superintendent or their designee, (v) and others with respect to certain non-exempt materials in the file as provided by applicable law, including the Colorado Open Records Act.

7.2.8 A staff member's rights to access their file terminates upon separation from the District except as required by law. For example, once an employee separates from employment they no longer have the above rights except as required by law. They may request copies of their files but are subject to time and materials costs.

Article VIII: Bargaining Procedure [General]

8.1 The Negotiating Team will be made up of representatives from the Association and the District. Neither the District nor the Association shall affect the selection of the other party's representatives on the Negotiating Team.

8.2 Representatives of both the District and the Association shall mutually have the authority to schedule its meetings and establish the structure for accomplishing its work. Reasonable attempts will be made to schedule after school hours. If discussions are scheduled during regular working hours, the representatives of the Association will be released from their regular duties without loss of pay and these days shall not count against Association leave in Article IX of the Agreement.

8.3 If and when the Negotiating Team agrees that articles within the Agreement require revision, a Memorandum of Understanding (MOU) shall be established. The agreed upon language of the MOU shall be contained in an addendum to the Agreement until such time that all members vote on and approve the language in a final Negotiated Agreement and the Agreement has also been approved by the Board. Certain MOUs may require Board approval prior to implementation if there is a statutory requirement to do so.

8.4 Mediation and Fact Finding

8.4.1 If agreement has not resulted from use of the bargaining procedure by June 1, either party may ask that the issue(s) in dispute be submitted to a mediator who shall be authorized to call and conduct meetings and make procedural rules. Every attempt should be made to make final decisions prior to June 30.

8.4.2 If the representatives of the District and the representatives of the Association do not agree upon a mediator within three (3) calendar days (or earlier if mutually agreed to by both parties) from the date the request is made to utilize the mediator, they shall (on the fourth day) request a list of five (5) or more mediators from the American Arbitration Association. The parties shall meet within three (3) calendar days after the receipt of the list of mediators and select a mediator in the following manner: the parties shall alternately strike names from the list until one (1) name remains. The non-requesting party shall make the first and final strike. The mediator remaining will be selected.

8.4.3 If it is determined that the mediator selected by the above process is unable to begin mediation before a day which is ten (10) calendar days from the meeting set forth in the above process, then the mediator shall immediately be selected in the following manner: A conference call shall be placed to the

Administrator of the American Arbitration Association by representatives of both parties. Such representatives shall inform the Administrator of the problems involved and request that they appoint a qualified and experienced mediator who will begin mediation of unresolved issues as soon as possible. The parties shall not, during the course of the phone call, recommend exclusion of any possible mediator, unless they have mutually agreed to do so prior to the phone call. The mediator named by the Administrator will be accepted by both parties. This entire paragraph may be waived by mutual agreement from both parties.

8.4.4 The fact-finding procedure may be initiated by either of the parties if the mediator is unable to resolve the dispute and determines that fact-finding is appropriate. The parties may request a list of fact-finders from the mediator. The parties shall alternately strike names from the list, the first to strike determined by a coin flip, until one name remains. The parties shall jointly request the services of the fact-finder.

8.4.5 The fact-finder shall meet with the parties and consider their respective positions. The fact-finder may make additional inquiries and investigations, hold hearings, and take such steps as are deemed appropriate by the parties.

8.4.6 The fact-finding report shall be issued to the parties within thirty (30) working days of the conclusion of any hearing. The report shall contain the findings of fact and recommend non-binding terms of a proposed settlement.

8.4.7 After the fact-finding report is received, the District team and the Association team shall give the report due consideration; provided, however, that the final decision with respect to the matter which was the subject of the fact-finding shall remain in the discretion of the Board. The fact-finding report shall not be considered a final and public document until the Board acts to receive it. The Board shall take action to acknowledge receipt of the fact-finding report within thirty (30) calendar days of issuance. During this time, the parties shall consider the recommendations contained in the fact-finding report and consider a mutually agreed-to recommendation on the fact-finding report to the Board.

8.4.8 Nothing contained in these procedures shall limit the rights of the parties to mutually agree upon any other method, procedure, or order of procedures for the selection of a mediator, fact-finder, or the resolution of disputes. Also, on mutual agreement any and all timelines and dates in this article may be waived or extended.

8.4.9 The costs for the services of any mediator or fact-finder shall be shared equally by the District and the Association. These expenses shall include the mediator's or fact-finder's fees and their expenses.

Article IX: Association Rights [General]

9.1 The Board agrees to deduct from the salaries of staff who have affirmatively joined as members of the Association an amount of money sufficient to pay the member's dues and contributions to the Association (AEA, UniServ, CEA, NEA), as certified by the Association, where such deductions from salary have been voluntarily and individually authorized by the staff member in writing. Staff members shall be notified in writing by the District prior to the beginning of each school year of their right, to be exercised within thirty (30) days after receipt of written notice, to end their membership and discontinue the deduction of dues and contributions to the Association. The Board agrees to transmit all such monies deducted to the Association on a regular monthly basis.

9.2 Use of Facilities: The Association shall have the right to use school facilities for Association business in accordance with District Policy KF – Community Use of School Facilities. All associated fees will be waived by the Superintendent.

9.3 The Association shall be permitted to deliver and receive materials through the school delivery service, electronic mail, or fax system, except as otherwise provided by law, including the Fair Campaign Practices Act. The Association understands that all email communication over District servers is subject to CORA.

9.4 The Association shall have the right to place notices, circulars, and other material relevant to the organization's business on a designated bulletin board and in staff mailboxes in a manner consistent with state and federal law.

9.5 Any officer or authorized member of AEA, or anyone designated by AEA and identified to the Superintendent, shall have the right to visit District buildings, individual employees, or groups of employees represented by AEA, at reasonable times when employees are not on duty, such as before and after work hours and at lunch time, during the employee's planning time, or at other times by special arrangement through the principal or their designee, provided that this shall not interfere with nor interrupt normal school or business operations. In all instances, the authorized representative or representatives shall report to the school office and follow the normal sign-in procedures for visitors before they proceed through the building to any room. Any visit must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.

9.6 The Association member representative(s) shall be given an opportunity prior to or at the conclusion of faculty meetings, as determined by the principal, for brief announcements or reports. The request must be made to the principal before the meeting. Attendance for that portion of the meeting will be optional.

9.7 The District will grant up to a total of ten (10) days of Association leave to use as the Association wishes to attend Association activities, training, legislative sessions, etc. The District may provide additional days for Association Representatives to take care of business of mutual concern.

9.7.1 Should a member of the Association be elected to hold state or national office, and leave time is required, the District agrees to allow a reasonable amount of leave time outside the days stated in Section 9.7, so long as the leave does not materially, adversely affect the regular duties of the member or detract from the instructional program of the students who would be affected by such absence. These days will be reimbursed to the District at the current substitute rate should a substitute be required.

9.8 Upon request, the District shall furnish the Association a listing by name of all employees employed by the District and their school/work location. A list of corrections and changes to this list may be requested by the Association monthly or other agreed-upon periods thereafter.

9.9 Upon request, the District shall furnish the Association with the name, work location, and contact information for all newly hired staff and staff that have resigned within that month.

9.10 The Association will have one continuous hour of presentation time, at a point designated by the Superintendent or their designee, during New Hire Orientation to be used at their discretion.

9.11 The Association shall provide the Superintendent the ability for brief announcements or conversation at AEA Representative Council Meetings or General Membership meetings upon request.

Article X: Grievance Procedure [General]

10.1 It is the Board's desire that procedures for settling differences provide for prompt and equitable resolution at the lowest possible administrative level, and that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal. The grievance process should not be viewed as a negative situation in which one party wins and one party loses, but rather should be viewed as an effective problem-solving process, and should be treated in a confidential manner.

10.2 Definitions

10.2.1 A "grievance" shall mean a complaint by a staff member employed by the District that there has been a violation, misinterpretation, or inequitable application of any of the existing Board policies, law, or provisions of the Agreement. This shall not apply to any matter for which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

10.2.2 An "aggrieved person" is a staff member asserting a grievance.

10.2.3 The term "days," except where otherwise provided in this Agreement, shall refer to working days.

10.2.4 The term "reprisal" shall be defined as punishment or a material, adverse personnel action arising from participation in a grievance process.

10.3 Principles

10.3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.

10.3.2 The proceedings under this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

10.3.3 Regardless of status (probationary or non-probationary), no staff member who files, participates in, or is a witness to a grievance will experience reprisal.

10.4 Timelines

10.4.1 Since it is important that grievances be processed as rapidly as possible, the number of work days indicated at each step should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

10.4.2 In the event that a time period provided in the grievance procedure expires during a vacation period occurring during the school year or during summer vacation, the time limit shall be extended to and shall include the next regularly-scheduled working day.

10.4.3 If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

10.4.4 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

10.5 Recording/Monitoring

10.5.1 When a formal grievance is filed, the grievance will be sent to HR and the Superintendent. The form includes the name of the person filing the grievance, the party against whom the grievance is filed, the name of the immediate supervisor, the date the grievance is being filed, the policy or contract language being grieved, and the relief sought. This action is necessary so that there can be an official record of all formal grievances. HR may assign the grievance an HR steward whose role shall be to coordinate and monitor the grievance's progression. The HR steward shall be included in all official correspondence related to the grievance (e.g., emails, other written responses, etc.).

10.6 Grievance Procedure:

10.6.1 Step 1A - Informal Procedure

10.6.1.1 If a staff member has a grievance, they should first discuss the matter with their immediately-involved supervisor in an effort to resolve the problem informally. The grievance need not be in writing and either party may have representation, however this effort made to resolve the problem should be identified by the employee as the informal procedures. (Step 1A).

10.6.2 Step 1B - Formal Procedure

10.6.2.1 If the aggrieved person is not satisfied with the disposition of the grievance through informal procedures, they may submit the problem as a formal written grievance to their supervisor, using a District-approved form.

10.6.2.2 This written statement will include but not be limited to the following information.

- a. The date of the alleged grievance.
- b. The time of the alleged grievance, if applicable
- c. The person(s) perpetrating the grievance situation
- d. A detailed narrative of the circumstances that led to the filing of the grievance
- e. The policy or Agreement language being grieved
- f. Relief sought

10.6.2.3 A staff member who is not directly responsible to a first-line supervisor may submit the formal written grievance directly to the person who is being grieved with the alleged misinterpretation, violation, or inequitable application of any of the existing Board policies. If a grievance is filed by a staff member and is directed against a District Office administrator, Step 1B need not be completed, as filing a grievance at a building level regarding a district level administrator would unnecessarily increase the timeline of the grievance.

10.6.2.4 The aggrieved person may discuss the grievance personally or may request that a representative accompany them and/or act on their behalf at all levels of the grievance procedure. Such representation would require the written consent of the aggrieved person.

10.6.2.5 The supervisor shall within ten working (10) days render a decision in writing to the aggrieved person.

10.6.3 Step 2 - Formal Procedure, Appeal to Assistant Superintendent

10.6.3.1 In the event that the response to Step 1B is not considered satisfactory by the staff member, an appeal may be made to the Assistant Superintendent. This appeal must be made in writing within ten (10) working days.

10.6.3.2 The appeal must include the following:

- a. The original grievance statement
- b. A copy of the response of the immediate supervisor (*if applicable*)
- c. A statement indicating the reason for an appeal to the Assistant Superintendent

10.6.3.3 The Assistant Superintendent has a period of ten (10) working days to study the material submitted, investigate the circumstances, review the District policies, and respond to the grievance. The Assistant Superintendent's response will be presented to the individual in writing. It may include a conference with those parties involved, if considered necessary.

10.6.4 Step 3 - Formal Procedure, Appeal to Superintendent

10.6.4.1 In the event that the response to Step 1B is not considered satisfactory by the staff member, an appeal may be made to the Superintendent. This appeal must be made in writing within ten (10) working days.

10.6.4.2 The appeal must include the following:

- a. The original grievance statement
- b. A copy of the response of the immediate supervisor (*if applicable*)
- c. A statement indicating the reason for an appeal to the Superintendent

10.6.4.3 The Superintendent has a period of fourteen (14) working days to study the material submitted, investigate the circumstances, review the District policies, and respond to the grievance. The Superintendent's response will be presented to the individual in writing. It may include a conference with those parties involved, if considered necessary.

10.6.5 Step 4 - Formal Procedure, Hearing Officer

10.6.5.1. In the event that the response to Step 3 is not considered satisfactory by the staff member, an appeal may be filed in writing with the Executive Board of the Association. This appeal will be made in writing within seven (7) days of the decision made by the Superintendent in Step 3, and a copy of the appeal will be sent to the Superintendent.

10.6.5.2 The organization selected to represent staff will review and study the case and make formal written decision within seven (7) working days as to whether or not it wishes to provide the resources necessary to pay for one-half of the cost of contracting with a hearing officer. This formal written decision will be shared with the staff member and with the Superintendent. Costs for the services of the hearing officer shall include consultation fees, per diem expenses, actual and necessary travel expenses, and subsistence.

10.6.5.3 The proposed budget/costs (supplied by the chosen hearing officer) of the hearing process must be approved in advance of final acceptance of the Agreement.

10.6.5.4 If the organization selected to represent staff chooses not to support the grievance, the aggrieved party has the option of paying for all costs necessary to implement Step 3, Hearing Officer.

10.6.5.5 Unless both sides agree otherwise, the Board and the Association shall, within five (5) calendar days after delivery of the notice under Section 10.6.5.2, submit a written request for an arbitrator to the American Arbitration Association. The request to the American Arbitration Association shall ask that a list of five (5) qualified arbitrators be submitted to the Board and the Association. The arbitrator shall be selected by the Board and the Association five (5) calendar days after receipt of the names of arbitrators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to arbitrate the dispute. The party striking first shall be determined by lot. If the arbitrator declines to accept, the last two names that have been struck from the list shall be sent to the American Arbitration Association with the request to select the arbitrator from between the two.

10.6.5.6 The format of the hearing will be left to the discretion of the arbitrator (Hearing Officer). Objective decisions, based upon comprehensive data, will be expected.

10.6.5.7 The Hearing Officer must issue a report within fifteen (15) days after the date of the close of the hearings. Decisions and recommendations made by the Hearing Officer will be advisory to the Board. The Board will receive a report from the Hearing Officer not later than the next regular Board meeting and will make a final decision not later than one (1) month from the date of receiving the recommendations of the Hearing Officer.

Article XI: Corrective Action, Due Process and Just Cause [General]

11.1 Just Cause

No staff member, who has been employed by the District for more than 90 calendar days, shall be disciplined, reprimanded in writing, or reduced in rank or compensation during their employment without just cause. No teacher or SSP shall be dismissed from an extra-pay position during the term of such activity or season without just cause.

11.1.1 Just cause does not exist unless the following factors, as applicable, have been met:

- i. Adequate Warning: employees have been informed of or had access to the rules and policies that may result in corrective action, except where the wrongdoing or misconduct would be known or reasonably expected to be known or implicitly understood by a reasonable person under the same or similar circumstances.
- ii. Reasonable Rules: rules and policies are not arbitrary, capricious or discriminatory.
- iii. Investigation: prior to issuing corrective action, administration has conducted a fair, consistent, and thorough investigation tailored in scope to the nature and impact of the offense in order to determine whether the employee did in fact violate or disobey a rule or policy.
- iv. Proof: the greater weight of the evidence supports proof of infraction.
- v. Equal Treatment: all rules, policies and penalties have been applied even-handedly without discrimination.

vi. Penalties: the corrective action administered adheres to progressive process outlined in this article.

11.2 Restorative Practices

Nothing in this article shall limit the District's ability to utilize restorative practices in lieu of the formal disciplinary contract with the consent of the staff member involved.

11.3 Progressive Discipline

Unless conduct is sufficiently serious (defined as behavior that is immoral, unethical, illegal, unsafe, or that a reasonable person would implicitly understand to be serious) as to warrant immediate escalation, the District shall follow the progressive discipline procedure included below. Generally speaking, the District will only escalate progressive discipline for behavior that is similar to that for which the staff member has previously been disciplined. However, the District reserves the right to escalate progressive discipline if warranted when a pattern of concerning behavior and or lack of professionalism exists, regardless of whether infractions are similar.

11.3.1 Step 1- Verbal warning & Letter of Warning (active for 18 months, unless subsequent, related infractions occur which will reset that clock)

11.3.2 Step 2 - Letter of Reprimand (active for 18 months, unless subsequent, related infractions occur which will reset that clock)

11.3.3 Step 3 - Suspension without pay. (At the discretion of the Superintendent who will determine the length of the suspension individually in each case based on its specific circumstances.)

11.3.4 Step 4 - Termination

11.4 Due Process

Prior to any discipline, suspension or termination, staff members will be provided with the following procedures:

11.4.1 Right to a Representative: Every staff member has the right to have a union representative in attendance at any meeting when corrective action is delivered, and/or at any meeting that a reasonable employee believes could potentially result in corrective action or any other disciplinary action. The employer shall, whenever possible, provide the employee adequate notice in order to allow time to secure representation. The employee has the right to reasonably delay a meeting in order to secure representation; provided, however, in no case will the meeting be delayed for more than two work days. The role of the representative is limited to advising the staff member.

11.4.2 Notice of Representation Rights: When a meeting is disciplinary or potentially disciplinary in nature, the administrator must notify the staff member of their right to bring a representative into the meeting and of their right to reasonably delay the meeting until a representative is able to attend subject to Section 11.4.1 above.

11.4.3 Notice: Prior to any investigatory or disciplinary meetings the administration shall notify the staff member of the subject matter of the meeting with sufficient detail for the staff member to be able to prepare and determine if representation is necessary. A staff member may request that the meeting be adjourned to the next day or request a follow-up meeting in case any information is disclosed during a meeting in which the member was not given adequate notice of the subject matter of the meeting or if the staff member had been improperly denied or not notified of right to representation.

11.4.4 Complaints Against Staff Members: When an administrator receives a written or verbal complaint against a staff member, the principal or designee shall promptly notify the staff member of the complaint, the identity of the complainant (unless it is necessary to protect the complainant's identity during the investigation), and the staff member shall be given the opportunity to respond. The principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate. Any complaints not disclosed pursuant to this section shall be excluded from any future disciplinary actions.

11.4.5 Access to Information: Prior to the imposition of discipline, the staff member has the right to all investigation materials relied upon by the administrator in making the disciplinary decision including: Witness names and witness statements, Complainant names and complainant statements, and documentation related to the accusation. Any information or documentation not disclosed pursuant to this section shall be excluded from any current or future disciplinary actions.

11.4.6 Reply: Every staff member has the right to discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.

11.4.7 Investigative Process

11.4.7.1 Duration: Any investigation shall be completed as expeditiously as possible.

11.4.7.2 Administrative Leave: All staff members placed on administrative leave shall have the following rights and protections.

1. Unless explicitly required by statute, all administrative leave shall be paid and all benefits shall continue for the duration of the administrative leave. If the District determines that a statutory requirement for ending or changing pay and/or benefits exists, they must notify the staff member in writing prior to any change in pay or benefits.
2. At the time the staff member is placed on administrative leave, the administrator must have a personal meeting or conversation with the staff member, during which the staff member must be notified of the specific allegation(s) and the basic reason why the staff member is being placed on administrative leave.
3. The administrator shall provide the staff member a letter including the written expectations and procedures the staff member is expected to follow while on administrative leave.

11.4.7.3 Conclusion of Investigation: At the end of an investigation, the District must notify the staff member that the investigation has concluded and inform the staff member of any outcomes from the investigation.

11.4.8 Investigation or other inquiry by Law Enforcement or other Governmental Agency.

11.4.8.1 Any employee charged with any felony or any unlawful behavior involving a child, unless a lesser charge (misdemeanor), traffic violation, or other legal proceeding, regardless of severity, results in an inability of the employee to effectively perform the duties and responsibilities of their position, shall report such charge to the Director of Human Resources or Superintendent within two (2) work days so that the District may determine whether it is appropriate for the staff member to continue in their position. No discipline shall be taken against any employee based on the filing of charge alone, unless the filing of the charge results in an inability for the employee to effectively perform the duties and responsibilities of their position or unless suspension or administrative leave is authorized by law or provisions of the Agreement.

11.4.8.2 Should the District interview an employee regarding an investigation the administrator should advise the staff member of their right to Association representation in accordance with Section 11.4.

11.4.8.3 The District shall not provide any information about a staff member or a staff member's family to the Department of Homeland Security or Immigration and Customs Enforcement unless otherwise required by law.

11.4.9 Appeal: Every staff member has the right to appeal disciplinary action as outlined in the Grievance Article.

11.4.10 Staff Member Response: Staff members may respond to any letter of warning or letter of reprimand in writing. These responses must be provided to their administrator within ten (10) working days of receipt of the letter of warning or letter of reprimand. These letters will then be attached to the appropriate letter in their personnel file.

11.5 Termination without Cause

Notwithstanding anything to the contrary contained in this Agreement, the District reserves the right, acting through its Superintendent or designee, to terminate the employment of any ESP without cause upon payment to the employee of a severance in the amount of two months' salary and benefits.

Article XII: Leave [General]

12.1 Staff Personal Leave

12.1.1 The Board/Administration shall extend to non-probationary teachers, SSPs, and 12 month ESPs twelve (12) combined leave days (sick, personal, religious) per academic year with full pay, accumulative to a maximum of sixty (60) school days. Leave shall be pro-rated for those who are employed at less than 1.0 FTE and/or fulfill less than a full contract term.

12.1.2 The Board/Administration shall extend to 10- and 9-month ESPs combined personal leave days (sick, religious, etc.) each academic year. Ten (10) combined leave days are provided for 10-month employees, and nine (9) combined leave days are extended to 9-month employees with full pay and will be granted to staff in their first three years in the District. Twelve (12) combined leave days are provided for 10- and 9-month ESP who have been in the District for more than three (3) years. These days are accumulative to a maximum of sixty (60) school days. Leave shall accrue per month worked and shall be pro-rated for full-time equivalent (FTE) and for those who fulfill less than a full contract term.

12.1.3 After a maximum of sixty (60) leave days are accumulated, a payment in the amount of a regular substitute pay for that job classification for each unused day shall be made at the end of each school year.

12.1.4 Probationary teachers and SSPs shall be awarded nine (9) combined leave days per academic year. Transition employees in teaching, class 9, or class 10 positions will receive four (4) personal days per contract year. Transition employees in support positions will receive four (4) vacation days per contract year.

12.1.5 Unused leave days shall be added to accumulated leave.

12.1.6 Teachers and SSPs may not use Personal leave on the first or last day of school or the days immediately preceding or after a holiday or extended break unless it is a family emergency or once in a lifetime opportunity. In this case recommendations must be made by the building principal and approved by the superintendent. Staff may appeal to the superintendent to consider requests denied by their supervisor.

12.1.6.1 In the event an exception to this article is not approved, a staff member will be docked their regular rate of pay for any days missed.

12.1.7 With the exception of a family emergency, once in a lifetime opportunity, or other pre-approval, 9- and 10- month ESP must be present for the teacher work days at the beginning of the academic year and on the last day of the academic year. Leave for a family emergency or once in a lifetime opportunity must be reported by the employee to the Building Principal/Supervisor for pre-approval and s/he will make the recommendation to the-Superintendent for final approval. Staff may appeal to the superintendent to consider requests denied by their supervisor.

12.1.7.1 In the event a leave is NOT pre-approved and a staff member does not report to their assigned duties, the staff member will be docked their regular rate of pay for any days missed. That staff member may also be subject to the progressive disciplinary process as a result.

12.1.8 Guidelines for personal leave are as follows:

12.1.8.1 A maximum of three (3) consecutive, contracted, work days may be requested for personal leave. At no time may Teachers or SSP use consecutive leave days before or after a holiday or extended break unless through prior approval of the principal/supervisor and Superintendent.

12.1.8.2 Staff members are not required to "give a reason" for taking leave. Staff members are professionals and should use their annual leave accordingly and should only be used for personal business that cannot be handled outside of the school day. Employees found to have misused personal days may be subject to the progressive disciplinary process as a result.

12.1.8.3 A staff member shall advise his/her administrator of their desire or necessity of taking leave days as early as possible before the beginning of the school day to allow substitute arrangements to be made when necessary.

12.1.8.4 The teacher or SSP is to provide a class lesson plan for the direction of the substitute.

12.1.9 Leave shall not continue to accrue while on sabbatical leave or extended leave or family/medical leave. Unused accumulated leave shall be restored to a professional staff member upon return to the district from sabbatical or extended leave.

12.1.10 In recognition of the services performed by retiring, or otherwise departing, personnel, other than involuntary terminations, with 15 years or more of consecutive years of service to the District, the Administration shall grant payment of a maximum of sixty (60) unused leave days at one half of their per diem salary. A request for payment must be submitted to payroll by June 1 of

their final year. If desired by the employee, leave earned may be converted to pay at the rate described above and spread over up to three years prior to the employee's separation date.

12.1.11 Generally speaking, the District does not support the advancement of leave or employees carrying a negative leave balance. Any exceptions to this standard should be approved by the Superintendent or their designee in writing in advance of the absence. Negative leave balances may be deducted from pay, recovered through standard leave accruals, or some combination of both. Any existing negative leave balances at the time of an employee's separation will be deducted from the employee's final paycheck. If there are not sufficient funds to recover the full amount owed, funds will be collected through other means.

12.1.12 Should an employee not have leave to cover an absence and that absence not be protected by legal and/or policy framework (e.g., FMLA, ADA, etc.), absences will result in the docking of pay at the employee's per diem rate. In addition, should the employee not have sought approval from their supervisor ahead of the need for leave, such absences will be considered unapproved and may subject the employee to the progressive disciplinary process.

12.1.13 Annual Leave Buy Back: Staff members will have the option for the first four (4) unused days of their annual leave days to be bought back by the district at the end of the school year at the substitute teacher rate of pay. This option must be elected on or before June 1st for payment on their June or July 15th paycheck.

12.2 Emergency and Bereavement Leave [General]

12.2.1 The District shall grant staff up to five (5) non-accumulative emergency days per academic year for such reasons as death in the immediate family. "Immediate family" is defined as father, mother, in-laws, sister, brother, spouse, partner in a civil union, significant other, chosen family, or child. The District shall grant staff up to three (3) non-accumulative emergency days per academic year for such reasons as death in the extended family. "Extended family" is defined as grandfather, grandmother, aunts and uncles, and first cousins. Additional days may be granted at the discretion of the building administration. These days shall be deducted from the remaining sick leave or personal leave entitlement.

12.2.2 Authorization is given to the administration to establish and maintain operational procedures exercising direction over emergency leave.

12.3 Staff Childcare Leave [General]

12.3.1 Childcare leave of absence without salary and fringe benefits shall be granted to staff members without regard to the sex of the staff member for the purpose of child rearing, child care or adoption. An employee shall adhere to the following terms and conditions:

12.3.2 Childcare leave may be granted for a period of time not to exceed a maximum of one school year. Any vacation days (if available), leave taken by an employee pursuant to the FMLA, and any personal leave taken by the employee shall count against the one school year maximum leave period provided in this Agreement.

12.3.3 Notice of intent to return from childcare leave shall be given to the Superintendent's office while the employee is on leave and before February 1 preceding the school year the employee requests to return

to work. Upon return from childcare leave, the employee shall be reinstated on the salary schedule at the column and step they were on when they were granted such leave.

12.3.4 Provided required notice has been given of the employee's intent to return to work, the district shall reinstate the employee and place him/her on the salary schedule at the appropriate level.

12.3.5 The employee on childcare leave may be considered as a substitute in the school district at the district-approved substitute rate of pay.

12.3.6 Nothing in this Agreement shall be construed to limit the powers or duties of the Administration to make employment decisions for the District including but not limited to non-renewing a contract of a probationary teacher or SSP, or placement of the returning staff member in alignment with appropriate credentials and District needs. All reasonable attempts will be made to return the staff member to the building that they were previously employed, but the District retains the authority to place the returning staff member in a role that best fits the needs of the District at the time of return.

12.4 FMLA [General]

12.4.1 To be eligible for a family and medical leave of absence (FMLA leave), an employee shall have been employed for at least twelve (12) months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave. A full-time teacher or SSP shall be deemed to meet the hourly requirement but must also meet the 12-month requirement to be eligible for FMLA leave.

12.4.2 An eligible employee shall be entitled to a combined total of twelve (12) weeks leave per "rolling" twelve (12) month period for the following reasons:

1. the birth and care of the employee's newborn child;
2. the placement of a child with the employee for adoption or foster care;
3. to care for the employee's child, spouse, partner in a civil union, domestic partner, or parent with a serious health condition;
4. when the employee is unable to perform the essential functions of their position because of the employee's own serious health condition; or
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on covered active duty in the Armed Forces or has been notified of an impending call or order to covered active duty in the Armed Forces.

12.4.3 Spouses, partners in a civil union and/or domestic partners who are both employed by the district shall be each entitled to 12 weeks of leave per year for reasons (1), (2), (3) and/or (5) specified in the immediately preceding paragraph.

12.4.4 Entitlement for childcare leave shall end after the child reaches age one (1) or twelve (12) months after adoption or foster placement. Leave to care for a child shall include leave for a step-parent or person in loco parentis.

12.4.5 An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness incurred or aggravated in the line of duty on active duty shall be entitled to a total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for the covered servicemember.

12.4.6 The single twelve (12) month period shall begin on the first day the employee takes leave for this reason and shall end 12 months later. During that 12-month period, the eligible employee is entitled to a combined total of twenty-six (26) weeks of leave under this policy. Only twelve (12) weeks of the twenty-six (26) week total may be for a FMLA-qualifying reason other than to care for a covered servicemember.

12.4.7 Spouses, partners in a civil union and/or domestic partners who are both employed by the district shall be entitled to a total of 26 weeks (rather than 26 weeks each) in a single 12-month period if the leave is to care for a covered servicemember with a serious injury or illness, or a combination of caring for a covered servicemember and reasons (1), (2), (3) and/or (5) above.

12.4.8 Intermittent or reduced FMLA leave. Leave may be taken on an intermittent or reduced leave schedule. The district may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits. Staff members requesting intermittent or reduced leave involving greater than twenty (20) percent of their working time during such period may, in the alternative, be required to take leave continuously for all or a specified part of the total period involved. Intermittent leave or leave on a reduced schedule shall not be allowed because of the birth of an employee's child and to care for a newborn child, or because of the placement of a child with an employee for adoption or foster care.

12.5 Eleven and Twelve Month Educational Support Professional Vacation & Sick Leave [ESPs]

12.5.1 The District shall extend to full-time, twelve-month, ESPs paid vacation days according to the following schedule, adjusted for FTE:

- A. Ten (10) vacation days in the first year of employment, accrued at .83/month
- B. Fifteen (15) vacation days each year after the first year of employment accrued at 1.25 days per month.

12.5.2 The District shall extend to full-time, eleven-month, ESP's paid vacation days according to the following schedule, adjusted for FTE:

- A. Nine (9) vacation days in the first year of employment accrued at .818/month
- B. Thirteen and three quarters (13.75) vacation days each year after the first year of employment accrued at 1.25 days per month.

12.5.3 A year is defined as July 1 through June 30.

12.5.4 Vacations will be scheduled at the convenience of the District.

12.5.5 Vacation time accruals shall not have a maximum accrual cap but not more than 30 days shall carry forward from one year to the next. Any vacation time in excess of 30 days accrued at the end of each fiscal year shall be forfeited.

12.5.6 An employee who resigns will be paid for unused vacation time accrued up to a maximum of 30 days and will be docked for any days used in excess of those accrued.

12.5.7 The District shall extend to full-time, twelve month, support staff members, twelve (12) sick leave day per contract year with full pay accumulative to a maximum of sixty (60) days. This leave shall be prorated for full-time equivalent (FTE) and shall accrue per month worked.

12.5.8 The District shall extend to full-time, eleven month, ESPs, eleven sick leave days per contract year with full pay accumulative to a maximum of sixty (60) days. This leave shall be prorated for full-time equivalent (FTE) and shall accrue per month worked.

12.5.9 Unused sick leave days shall be added annually to the employee's personal sick leave account. After a maximum of sixty (60) sick leave days are accumulated in an employee's personal sick leave account, a payment in the amount of a regular substitute teacher's pay for each unused day shall be made at the end of each school year and these paid days shall be deducted from the balance. Retiring support staff employees will receive compensation for a maximum one-half of their unused sick leave days to a maximum of thirty (30) days on a daily salary basis.

12.5.10 Sick leave time taken in excess of the total number credited to a support staff member shall be deducted from salary at the employee's per diem rate times the number of days missed. Leave taken in excess of the total number of days credited may result in the employee being subject to the progressive disciplinary process.

12.5.11 Sick leave shall not continue to accrue while an employee is on extended leave. Unused accumulated leave shall be restored to a staff member upon return to the district from extended leave.

12.6 Sick Leave Bank [General]

12.6.1 Membership

12.6.1.1 Membership in the Sick Leave Bank shall be voluntary on the part of all employees entitled to sick leave benefits.

12.6.1.2 Any employee wishing to join shall do so upon hire or by September 30 of any school year.

12.6.1.3 New employees hired shall be informed at the time of employment of the opportunity to enroll within the first 4 days of hire.

12.6.1.4. Current members of the Sick Bank shall be considered automatically re-enrolled at the beginning of each school year.

12.6.1.5 A 90-day waiting period is required before a new employee is eligible to use the Sick Leave Bank.

12.6.1.6 The number of bank days awarded will be determined by the Director of Human Resources and Superintendent.

12.6.1.7 This article does not preclude the Superintendent from authorizing Sick Leave Bank days in unusual circumstances to someone who does not qualify.

12.6.2 Contribution

12.6.2.1 Each new member shall contribute a minimum of 1 day of sick leave to establish membership.

12.6.2.2 A member withdrawing from the Bank cannot withdraw their contributed day(s).

12.6.2.3 A minimum of forty-five (45) days shall be kept in the bank. Should the number of days in the bank fall below this number, or an emergency arise, a request shall be made of all eligible staff to contribute one additional day.

12.6.3 Entitlement

12.6.3.1 A maximum of 40 days per school year may be used by an individual member of the bank. Forty (40) days per school year is the maximum sick leave granted to any member from the Bank for any one illness or injury. Employees will only be eligible for the number of days they have in their personal sick leave account as of the first of the date of illness requiring utilization of the Sick Leave Bank. An individual with 20 days of accumulated leave would be eligible for an additional 20 days for the Sick Leave Bank, etc. An individual with zero days of accumulated leave may be eligible to request no more than five (5) days from the Sick Leave Bank, but these days or any portion must be approved by the Director of Human Resources and the Superintendent or their Designee. If a request requiring more consideration is presented to the Director of Human Resources, the Sick Leave Bank committee will assist with making a recommendation to the Superintendent. The Superintendent shall approve or disapprove the recommendation.

12.6.3.2 A member requesting bank days shall submit or cause to be submitted, a written application to the Office of Human Resources. Appropriate medical documentation shall accompany the application. When at all possible, requests for use of bank days must be made within thirty (30) days of the initial date of possible entitlement.

12.6.3.3 Employees will only be eligible for the number of days they have accrued in their personal or sick leave account x 2 as of the first date of the illness/injury requiring utilization, which may be matched by the Sick Leave Bank but the days shall not exceed 20 Sick Leave Bank Days or 40 total leave days.

12.6.3.4 Days provided by the Sick Leave Bank may only be used for a member's major and lengthy illness, injury, or disability, not elective surgery. A maximum of five (5) days may be awarded to attend to the illness or injury of a member's spouse or children. Members may not apply for Sick Leave Bank to cover days already covered by Workman's Compensation.

12.6.3.5 To be eligible for Sick Leave Bank benefits, members are expected to return to work to complete their contract unless prohibited by continued illness or disability. An employee who is physically able to return to work but chooses not to do so will be responsible to pay back the cost of the Sick Leave Bank benefit.

12.6.3.6 Employees shall not be paid for days through the Sick Leave Bank which are not part of their normal contract hours and equal to their FTE. (Example: 9-month employees will not be paid for time missed during the summer, winter, or spring break holidays during the school year)

12.6.3.7 Membership in, and application to, do not necessarily guarantee receipt of Sick Leave Bank days.

12.6.3.8 FMLA regulations will run concurrent with accrued personal/sick days used and Sick Leave Bank days granted.

12.6.4 Operation

12.6.4.1 If more than forty (40) days are requested by a Bank member or there is a request requiring more consideration, a Sick Leave Bank Committee will be established to assist with making a recommendation to the Superintendent. The Superintendent shall approve or disapprove the recommendation.

12.6.4.2 The Sick Leave Bank Committee shall consist of at least five (5) members including a minimum of one representative from each school; a minimum of one representative from the departments of transportation, custodial/maintenance, and kitchen staff

12.6.4.3 Members of the committee may be either certified or support personnel. If an election of committee members is necessary, only contributing bank members may vote in these elections. Committee members may elect a chair person who shall serve a one-year term.

12.6.4.4 In the event personnel no longer wish to maintain a Sick Leave Bank, the Bank shall be suspended until the Board of Education makes a final decision to either continue or abolish the Bank. Any days remaining in the abolished Sick Leave Bank shall be redistributed to those members in the Bank at the time of abolition. The redistribution to any member will be a percentage of the days remaining in the Bank. The percentage will be the number of days s/he has contributed to the bank, divided by the total number of days contributed by all remaining members of the Bank.

12.7 Professional Staff Sabbatical Leave [Teachers & SSPs]

12.7.1. The Board may grant sabbatical leave to a teacher or SSP on the recommendation of the Superintendent for the following reasons:

- a) A planned program of courses taken at an accredited institution which relates to the professional growth of the applicant and cannot be achieved through remote learning.
- b) Independent study and research relating to the present or newly assigned service of the applicant in their profession that promises, in value, the equivalent of recognized formal courses.
- c) Travel of a nature and extent that will materially increase the proficiency of the applicant.

12.7.2. A sabbatical leave committee will review all applications for such leave. The committee is to consist of four persons: an administrator, a high school teacher, a middle school teacher, and an elementary school teacher. An administrator will be selected by the superintendent.

12.7.3 Elections or selections will take place at the beginning of each academic year to establish membership.

12.7.4. A teacher or SSP must submit their written applications for a sabbatical leave to the leave committee by December 1 prior to the requested starting year of the sabbatical. The Superintendent will notify the applicants of its decision no later than the day after the first board meeting in January.

12.7.5. Applications should contain detailed plans giving all specifics that would aid in evaluating the request. A full explanation of how such travel, study or research will improve the teaching performance and benefit the District. Requests will be considered on individual merit and recommendations to the superintendent made accordingly. Applicants must have five (5) years of continuous service in the District.

12.7.6. The Superintendent will take the recommendations of the sabbatical leave committee into consideration as well as weigh other pertinent factors before submitting to the Board the names of those applicants they believe will render the greatest service to the District.

12.7.7. If the District is confronted with financial challenges, such as reduced state funding, which leads to local budget reductions, the Superintendent shall have the right to bring to the Association the need to suspend sabbatical leave for one year.

12.7.8. A teacher or SSP on sabbatical leave will receive one-half ($\frac{1}{2}$) the salary that they would have received for the requested sabbatical year, payable in 12 equal monthly installments up to a maximum of \$25,000.

12.7.8.1 Anyone receiving sabbatical will be required to continue to work for the District for a period of three (3) years after completion of sabbatical or will repay to the District the full amount of the sabbatical leave. The Superintendent may waive this requirement of three (3) years of employment for emergency or other unforeseen circumstances.

12.7.9. Upon return from sabbatical leave, the teacher or SSP is required to make a written and an oral report to the Superintendent, and to the Board of Education, and to develop specific ways in which the sabbatical leave experience will be utilized to improve the classroom experience for students.

Article XIII: Teacher and SSP Salary [Teachers & SSPs]

See Addendum A and MOU in appendix.

13.1 Annual Negotiations

13.1.1 Each year, members of the Association's Negotiating Team and the District Administration's Negotiating Team will engage in negotiations to determine whether any adjustment in compensation and benefits shall be recommended to the Board for the upcoming school year. The entry level salary schedule will be a negotiated item each year during annual negotiations. All financial considerations for the salary schedule and benefits are subject to reopening and negotiation on a yearly basis. Negotiable items include, but are not limited to: the starting salary, the row amount, the lane amount, teacher and SSP percentage raise, ESP percentage raise, the dollar amount for national board certification, the dollar amount for master teacher, the dollar amount for degree attainment.

13.2 Tutoring for Pay

13.2.1 To assure all students reasonable assistance without charge from their own teachers or SSPs and to avoid placing a teacher or SSP in a position where they may have a conflict of interest, teachers and SSP shall not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called on to pass.

13.2.2 Further, no tutoring of non-classroom students for which a teacher or SSP receives a fee will be carried on in the school building during school hours. Any building use for tutoring, outside of school hours, will be dealt with through the building rental policy. The tutoring teacher or SSP shall not commence tutoring activities until a building administrator, after consultation with the student and parents as appropriate, has approved the tutoring relationship.

13.3 Extra Duty Pay

13.3.1 Teachers and SSPs who perform additional duties outside of their teaching duties and other positions for which stipends are paid will be paid at a rate of \$30 per hour, and must be pre-approved, in writing, by a supervisor, unless otherwise specified in the extra-duty pay schedule.

13.3.2 ESP who perform additional duties outside of their typical daily hours will be compensated at their hourly rate in accordance with the Fair Labor Standards Act (FLSA) and Colorado law. Any hours that exceed forty (40) hours for the work week will be compensated at time and a half. Any hours worked in excess of ten (10) hours in a single day will also be compensated at time and a half.

13.3.3 Transportation Staff Pay: Transportation staff are non-exempt employees and are therefore subject to standard wage, hour, and overtime laws in accordance with the Fair Labor Standards Act (FLSA) and Colorado law. Transportation staff are compensated at an hourly rate depending upon years of service and experience and receive overtime pay for hours worked in excess of 10 in a single workday and/or in excess of 40 in a work week.

13.3.4 Trips and Courses for Experiential Education and Outdoor Education, Athletic Events, and any other non-traditional work arrangements: The District recognizes that overnight work or work that extend the school day significantly associated with these programs can cause financial hardships for those teachers and SSPs who will be required to organize personal matters for the time spent outside of normal work hours (e.g., not working a second job, organizing care for pets, additional childcare, etc.). As a result, the District shall establish a chaperone hardship fund whereby a teacher or SSP may apply for up to an additional \$100 per night to offset additional expenses incurred as a result of their participation. Such requests should be submitted to the building principal for consideration and then subsequently to HR for final approval. Submissions should include supplemental documentation that supports the need for additional compensation. For ESPs and other non-exempt employees, compensation will be awarded in accordance with federal wage and hour regulations surrounding overtime.

Article XIV: ESP Salary [ESPs]

See Memorandum of Understanding in Appendix B.

14.1 Overtime [ESP]

14.1.1 The administration shall determine which District employees are subject to the minimum wage and overtime requirements of federal law. These non-exempt employees shall be paid overtime at the rate of one and one-half times the regular rate of pay for hours worked in excess of 40 in any work week.

14.1.2 Alternatively, in lieu of overtime compensation non-exempt employees may receive compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required.

14.1.3 A determination as to whether overtime shall be compensated by overtime pay or by compensatory time shall be made prior to the performance of the work. It is the District's position that, in the absence of such a determination, overtime work will result in compensatory time off.

14.1.4 An employee shall be permitted to use compensatory time within a reasonable period of time after making a request to the supervisor. Such requests shall be granted if the use of the compensatory time does not unduly disrupt the operations of the school district.

14.1.5 A non-exempt employee may accrue no more than 240 hours of compensatory time in accordance with federal law unless the employee's supervisor gives advice that accrual of additional hours is allowed under the law.

14.1.6 All overtime work shall require the advance approval of the employee's building administrator and/or other immediate supervisor. An effort shall be made whenever possible not to schedule non-exempt employees for more than 40 hours per week.

14.1.7 All hours worked shall be accurately recorded in the manner required by the District.

14.1.8 Rate for supplementary services: District employees who put in extra hours to supervise and/or serve community groups using school facilities shall be paid at the rate established by the Superintendent for such contract services. Any supplementary pay shall be in accordance with federal law.

14.1.9 The District may, at any time, payout in the next available paycheck all or portions of an employee's accrued compensatory time at 1.5x the employee's current rate of pay.

14.1.10 For non-exempt employees who work more than 1 assignment at differing rates of pay, overtime compensation (1.5x) will be applied to the assignment worked during the period at which time was labored beyond the overtime threshold.

Article XV: Wellness Benefit [General]

15.1 The *Aspen School District (ASD) Wellness* program allows staff the flexibility to choose from among a variety of taxable benefits to best meet their particular wellness needs. In keeping with the District's commitment to sustainability and wellness, the District may offer additional wellness and sustainability incentives for those employees who bicycle, walk, take public transportation, and/or utilize methods of transportation to and from work other than operating a motor vehicle. In the spirit of this desire to reduce our carbon footprint, the District also commits to providing a staff bus on a daily basis running from Carbondale to campus. The District will make every effort to maximize participation.

15.1.1 Twelve Month Maximum Benefit: (Year: August - July) is equal to \$600 per eligible employee. If the employee opts for a discounted ski pass under the District Ski Pass Program, the maximum benefit will be applied to the ski pass, and the employee will not be eligible to participate in the Wellness Program.

15.1.2 Eligible employees with an employment date after September 1st are eligible for a pro-rated maximum benefit, based on date of employment. Eligibility begins on the first of the month following the date of hire. For example, if a person is hired January 12, they become eligible on February 1st, and their maximum ASD Wellness amount for that year is 6/12, or one-half of the annual program benefit.

15.1.3 The following Employees are eligible to receive the *ASD Wellness Benefit*.

- a) Active employees of the Aspen School District who are scheduled to work a minimum of 20 hours per week whose contract period is for 9, 10 or 12 months.

- b) Custodians working 20 hours per week, who are continually employed
- c) Transition year employees who meet all other criteria

15.1.4 The value of these choices will be subject to State and Federal income taxes. *ASD Wellness* Options include one or a combination of the following: Memberships to Health, Tennis, Swimming, Golf, Yoga/Pilates; Day or Season Ski Passes; Alternative Wellness, i.e. Acupuncture/Homeopathic therapy. The Wellness Benefit may also be used to purchase RFTA punch passes or assist with the purchase of a Zone Pass.

15.1.4.1 Lift Tickets: All ski days arranged and paid for through a daily retail or Classic pass basis are eligible for coverage for employees and eligible dependents. A copy of proof of purchase is required.

15.1.4.2 Monthly, quarterly and annual dues for Health, Tennis, Swimming, Yoga/Pilates, Alternative Wellness and/or Golf Club Memberships, activity leagues (e.g. ice hockey league) dues or membership fees are eligible for reimbursement up to the maximum of the Wellness Benefit allowance. Paid receipts which **include the employees or eligible dependents' names** are required for reimbursement.

15.1.4.3 Exercise equipment is eligible up to the maximum of the Wellness Benefit allowance but employees must submit receipts for reimbursement for not less than \$150

15.1.4.4 Food, vitamins/supplements, and/or supplies of any kind are not reimbursable. Also not reimbursable are any out-of-pocket expenses not covered by the employee or employee dependents' health insurance.

15.1.5 The chosen options will apply to each employee and the employee's eligible dependents. Eligible dependents include spouses and children under the age of 18 years old. If both an employee and spouse work for the District and are both eligible for *ASD Wellness*, each will have the opportunity to elect the applicable full benefit based on their individual employment status.

15.1.6 Benefits not used during any period of participation are not available for any future use, they do not accrue annually.

15.1.7 This program operates under a variety of Internal Revenue Code rules and regulations. All options available are taxable and subject to State and Federal Income taxes. For example, if you are eligible for the \$600 benefit and you choose to be reimbursed for the cost of a ski pass and your income and payroll tax rate is 30%, you would receive \$420.00.

15.1.8 Staff must submit proof of purchase with the District's Business Office. Minimum request for reimbursement requirement: Initially, employees may only submit receipts for reimbursement in the amount of not less than \$150.00. The Business Office will promptly review all information, and if necessary, request clarifications. Reimbursements will be made through the District's payroll system one month following submission through July. Claims received must be received before the 15th of the month to be processed the following month.

15.1.9 Should employment and/or eligibility for these options stop before receipt of the full benefit, reimbursements may be paid at the sole discretion of the Aspen School District for those wellness services purchased while employed/eligible.

15.1.10 Participation under the District's Wellness Program is completely voluntary in all respects and participants assume all risks of injury and illness that may result from participation in any wellness activities such as walking, running, skiing, using weights, working out on exercise equipment, or participation in other alternative wellness programs such as acupuncture or any other alternative health program.

Article XVI: Job Sharing [Teachers]

16.1 Neither the school nor District is under obligation to hire a teacher on less than a full-time basis. However, shared-time teaching positions may be considered and approved by the Superintendent if certain conditions are met. Such conditions include, but are not limited to:

- A. Continuity of programs to students is not negatively affected;
- B. Budget limitations are not adversely affected;
- C. Administrative/supervisory impact is minimal; and
- D. Job sharing participants are licensed and qualified for the position.

16.2 Procedures for Job Sharing

16.2.1 Definition: "Job sharing" shall refer to two licensed, non-probationary teachers sharing one full-time position, with each teacher assuring instructional responsibility for approximately one-half of the time each day or each week. Job sharing is different from part-time teaching. In part-time teaching, the position itself calls for less than a full-time teacher.

16.3 Application

16.3.1 A teacher shall file a written request annually in order to receive consideration for a job sharing assignment. The approval of the building principal is necessary before a job sharing arrangement will be considered by the Superintendent within any building. The details of the daily schedule shall be determined by the building principal. All job sharing arrangements are subject to the approval of the Superintendent.

16.4 Responsibility of the Job Sharers

16.4.1 Job sharing teachers are responsible for all regular duties normally performed by Aspen School District teachers including, but not limited to:

- 1) Planning for instruction
- 2) Evaluating student progress
- 3) Attendance at building meetings or making arrangements with the building principal. In the event that a workshop or training seminar is held at a building meeting, all job-sharing teachers are responsible to attend.
- 4) Attendance at all parent conferences.
- 5) If desired, substituting for the job sharing partner is permitted. Substitute pay will be based upon the substitute rate and prorated based on time worked as a substitute.
- 6) Attendance at all staffings and in-services as requested by the supervisor(s), even though the hours may be other than their portion of the share-time day or week.

16.5 Employment Provisions

16.5.1 Job sharing teachers shall receive salary step movement at the start of the ensuing school year, following completion of the year of job sharing.

16.5.2 The District will pay salary and benefits pro-rata in accordance with the percentage of time worked. Leave will also be prorated on the same percentages.

16.5.3 Appointment to job sharing shall be for one (1) year. The District reserves the right to require any job sharing partner to return to a 1 FTE position following completion of the first year of a job-sharing contract or if the remaining partner cannot find a replacement acceptable to the District following the termination of the other partner's employment for any reason. Should the arrangement be terminated after the second year or more of employment in a job share, the District is only required to restore the non-probationary partner(s) to 0.5 FTE position(s). The District also reserves the right to terminate the job sharing arrangement if, in the Superintendent's sole judgment, the arrangement is deemed not beneficial to the education of the students. If the district chooses to terminate the job sharing agreement each teacher shall retain the right to a half time position in the district, provided that a half time position exists (does not need to be specifically created for this purpose) and that the Superintendent and building principal are supportive. Further, should there not be a halftime position, the employees will be offered full time positions where needed and appropriately credentialed. Termination of a job-sharing agreement for non-probationary employees shall not lead to the loss of non-probationary status for those employees.

16.5.4 Application deadline for job-sharing is due in the Office of Human Resources by February 1 of each year.

Article XVII: SSP NON-PROBATIONARY STATUS AND DUE PROCESS RIGHTS [SSPs]

17.1 Due to pending litigation, this topic will be included in a Memorandum of Understanding for further discussion and changes as needed.

See Appendix E.

Article XVIII: SERVICE BENEFIT [General]

18.1 Statement of Intent: The intended goal of this benefit is to provide continuity for programs and/or departments within the District through documented activities utilizing the expertise of employees leaving the District.

18.2 Qualifications of Service Benefit: Must be employed by the District for 15 consecutive years prior to application date.

18.3 Procedures

18.3.1 Notice of intent to take part in this benefit must be sent to HR no later than February 1 of each year. Any person who will have 15 consecutive years of service will be able to participate in the service benefit program, allowing the individual to sign up for 10 days (80 hours) to complete their approved plan at their per diem rate as additional pay to their salary. For ESP, who are non-exempt employees, 53.5 hours are required to complete their approved plan at their per diem rate as additional pay to their salary. This project may be completed over a maximum of three (3) years and may only be completed once in an employee's career.

18.3.1.1 The employee will present to their supervisor a plan which includes one or more of the following components:

- 1) Impacts and involves students directly and immediately in a positive manner
- 2) Increases and/or builds teacher/staff capacity in sustaining high quality programs for students
- 3) Focuses on continuous improvement of annual District Ends and Goals

18.3.1.2 Those individuals planning to leave the District are encouraged to develop and implement creative and innovative plans to meet the intended goal. Examples are listed below in order to assist in establishing a unique plan. These examples are not intended to be limiting but rather to be viewed as possibilities which could be included in an individual plan. Hours must be completed and all forms turned in by June 1 of each school year. Waivers for plans which include summer hours should be approved through the Superintendent.

18.3.1.3 Potential Activities for teachers and SSP which would qualify for the per diem payment:

- 1) Work with district-wide task forces
- 2) Development/improvement of student plans (ILP, ALP, RtI, etc.) and/or systems related to Response to Intervention (RtI)
- 3) Ongoing curriculum review
- 4) Experiential Education and/or Outdoor Education
- 5) Peer coaching
- 6) Mentoring colleagues for purpose of succession and continuation of district programs
- 7) District Accountability Committee (leadership roles, systems work)
- 8) Department Review work associated with being chair person or team leader
- 9) Development of units or binders for incoming teachers to continue successful Programs
- 10) Work on systems and programs to address components of IDEA, NCLB, or other Statutes

18.3.1.4 Potential Activities for ESP:

- 1) Create a training manual or guide for key components of a position
- 2) Offer training or mentor new employees
- 3) Develop new systems to improve efficiency/effectiveness of a program or department
- 4) Participate in district-wide committee work

18.3.2 Each plan will be developed through discussions with the employee's immediate supervisor and finalized by agreement with the employee's supervisor and the Superintendent (or designee). A copy of the plan will be submitted to HR.

18.3.3 The individual plan may be revised during a school year upon agreement of the employee, immediate supervisor, and Superintendent (or designee). Notification of revisions must be sent to HR

18.3.4. The plan will include criteria for assessment. Final assessment will be completed by the employee and their immediate supervisor.

18.3.5. The employee and immediate supervisor will determine a time frame for submitting hours worked on the individual plan. Documentation of hours will require approval and signature of the immediate supervisor.

18.3.6. Once 80 hours of work (or 53.5 hours for non-exempt support staff) have been documented and signed by the employee, supervisor, and Superintendent (or designee), the completed forms will be sent to the Office of Human Resources. These hours must be submitted no later than June 1 of each year.

Article XIX: Staff Schedules and Calendars [General]

19.1 The following shall govern the time schedules of staff:

19.1.1 The work year for regular teachers and SSP employed on a school-year basis shall not exceed 185 eight-hour days, unless negotiated in this Agreement.

19.1.2 Generally, the working day for teachers and SSP shall be determined by the school day established for students and by the instruction and activity schedules set up by the principal and District.

19.1.3 The work day shall provide for a paid one half-hour duty-free lunch period for all ESPs whenever possible, however, it is understood that a compensable meal period may mean that employees are occasionally expected to address pressing District business during their meal periods when circumstances dictate.

19.2 Planning Time

Planning time shall be defined as “quality preparation time for instruction that may be individual or collective and that is free from other responsibilities.” The District also recognizes that equity across the bargaining unit and will provide the following:

19.2.1 Secondary Teachers (Grades 5-12) shall have at least one (1) individual duty-free planning period per day to be equivalent to a regular class period. This is the minimum amount of time that shall be provided and does not indicate that further planning time will not be provided depending on each year’s calendar. Teachers may volunteer or be assigned to supervise study hall or substitute for other classes and will be compensated at the rate of forty (\$40.00) per hour.

19.2.2 Elementary teachers (Grades K-4) shall have at least one (1) individual duty-free planning period per day to be equivalent to a Specials class period. This is the minimum amount of time that shall be provided and does not indicate that further planning time will not be provided depending on each year’s calendar. Teachers may volunteer or be assigned to substitute for other classes and will be compensated at the rate of forty (\$40.00) per hour.

19.2.2.1 Elementary Specials teachers will have comparable planning time and Specials will be between 50-70 minutes not subject to special calendar days (e.g. half days, assemblies, etc.).

19.2.3 The District and the Association recognize that future scheduled changes may be necessary, thereby requiring changes to planning time across the District. Ultimately, final decisions surrounding building schedules reside with the District Administration after consultation with AEA.

19.2.4 Cottage Staff will receive five (5) hours of non-pupil planning time that is duty-free per 5-day week.

19.3 ESP Paid Rest Breaks

Employees who work six (6) or less hours are entitled to take one (1) fifteen (15) minute, paid break during the work day. Employees who work more than six (6) hours are entitled to take two (2) fifteen (15) minute, paid breaks during the work day. These paid breaks should be taken at a time least disruptive to the employee's work duties and may be scheduled by administration.

19.4 ESP Work Days

ESP work days may vary depending upon their job responsibilities and area of assignment. The District will provide work calendars for all ESP employees when initially hired and during annual contract renewals. Work calendars will also be made available on available, electronic District resources. The District will strive for workday consistency amongst ESP classifications but reserves the right to assign differing work calendars based on organizational need.

19.5 Shared Staff

Full-time staff shared between buildings will be treated as full-time staff in each building regardless of how many classes they teach per building. Shared staff are not expected to teach equal numbers of classes in each building, and their class load and planning time will be commensurate with any other full-time teacher in each building as specified in this Agreement. While they are required to stay up-to-date with all events and expectations in each building, attendance at all meetings is recognized as impractical. Shared staff will work with principals in each building to determine which meetings are required. In addition, disputes between the buildings over shared staff regarding schedule, planning time, meetings, or any other issue will be handled by the assistant superintendent, with the full right to the grievance process as described in this Agreement.

Article XX: Evaluation

20.1 Teacher and Special Service Provider Evaluation [**Teachers & SSPs**]

20.1.1 Basic Information. All full-time and part-time teachers and SSPs shall be evaluated by an administrator/supervisor who has a principal or administrator license issued by the Colorado Department of Education and/or Superintendent's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional and credible evaluations of the licensed personnel whom the evaluator is responsible for evaluating.

20.1.2 The standards for effective performance of teachers and SSPs and the criteria to be used in determining whether performance meets these standards shall be available in writing to all licensed personnel. Such standards and criteria shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.

20.1.3 The system shall identify the various methods of evaluation, which shall include but not be limited to direct observations and a process of systematic data gathering.

20.1.4 Information collection: The evaluator shall directly observe the teachers and SSPs and gather other data in accordance with the district's evaluation system and state law. No evaluation information shall be gathered by electronic devices without the consent of the teacher or SSP. The evaluator may observe and evaluate teachers and SSPs who are teaching or have taught or provided services remotely. Peer, parent or student input may be obtained from standardized surveys as part of a teacher or SSP's evaluation. Each principal's evaluation shall include input from teachers or SSPs employed at the school and may include input from the students enrolled at the school and their parents.

20.1.5 Frequency and duration: Probationary teachers shall receive at least two documented observations and one evaluation that results in a written evaluation report each academic year. Non-probationary teachers shall receive at least one documented observation and one evaluation that results in a written report each academic year. Teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

20.1.6 Special Service Providers shall receive one evaluation that results in a written report each academic year. For purposes of this regulation, the term “special service providers” (SSPs) shall be as defined by applicable rules of the State Board of Education. Variations will be permitted in this evaluation schedule, whether requested by the evaluator or licensed staff member, when the staff member is notified by the evaluator that an additional evaluation report is necessary for reasons consistent with one or more purposes of the evaluation system.

20.1.7 Minor adjustments and variations in the evaluation process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected in accordance with the district’s evaluation system. Informal evaluations and observations may be made whenever deemed appropriate by the district.

20.1.8 Documentation: The evaluator will prepare a written evaluation report at the conclusion of the evaluation process which will include the following:

20.1.8.1 An improvement plan which is specific as to what improvements, if any, are needed in the teacher or SSP’s performance and which clearly sets forth recommendations for improvements. If the person evaluated is a teacher, the plan shall include recommendations for additional education and training during the teacher’s license renewal process.

20.1.8.2 Specific information about the strengths and weaknesses in the teacher or SSP’s performance.

20.1.8.3 Documentation identifying when a direct observation was made.

20.1.8.4 Identification of data sources: The evaluation report will be discussed with the teacher or SSP evaluated. Both the evaluator and the teacher or SSP will sign the report, and each will receive a copy. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. If the teacher or SSP disagrees with any of the conclusions or recommendations made in the evaluation report, they may attach any written explanation or other relevant documentation.

20.1.8.5 Each report will be reviewed and signed by a supervisor of the evaluator.

20.2 ESP Evaluation [ESPs]

See Memorandum of Understanding in Appendix C.

Article XXI: RIF REDUCTION IN PROFESSIONAL WORK FORCE [Teachers]

21.1 A justifiable reduction in the number of teaching positions occurs when the Board determines that a fiscal exigency exists that requires cancellation of one or more teacher contracts. In the event of a potential reduction in force, the following language shall apply and any cancellation of a teacher’s employment contract shall be in

accordance with this article. This shall not apply to teacher dismissals, non-renewals or other personnel actions that do not result in a reduction in the number of teaching positions in the District.

21.2 Definitions

For purposes of this article the following definitions shall apply:

21.2.1. "Cancellation of employment" means a cessation of employment of a teacher when there is a justifiable reduction in the number of teaching positions in the school district for reason(s) of fiscal exigency and/or program change.

21.2.2. "Teacher" means any person who is defined as a teacher under the Teacher Employment, Compensation and Dismissal Act of 1990, C.R.S. 22-63-101 et seq.

21.2.3. "Fiscal exigency" means any significant decline in the ability of the School District to fund the operations of the District as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the district's current or projected budget to be insufficient to adequately meet the district's current or projected needs. A fiscal exigency may exist based solely upon current revenue and expenditure projections.

21.2.4. "Day" means each calendar day; provided, however, that if the deadline for any action under this policy or accompanying regulation falls on a Saturday, Sunday or official school holiday, the next following day that is not a Saturday, Sunday or official school holiday shall be the deadline for such action.

21.3 General Grounds for cancellation of employment

21.3.1 Cancellation of employment may take place when the Board of Education decides that a fiscal exigency exists that requires cancellation of one or more teacher positions. Such a decision may be made and any resulting termination may be effected in accordance with this article.

21.4 Superintendent's preliminary recommendations and statement

21.4.1 The superintendent may share information and seek input from school and community sources, especially the teaching staff, whenever a reduction in workforce is being contemplated. Administrative recommendations shall reflect study of alternative plans for maintenance of quality educational programs, desirable pupil/teacher ratios, comprehensive curriculum needs, present allotments of financial resources, and potential financial resources. After consideration of the needs of the district, the superintendent shall propose the number of positions and certificate endorsement areas or other areas with certificate endorsement for reduction. This information shall be shared with the staff and Board of Education. Staff and community shall have an opportunity to present their views to the Board.

21.5 Board of Education's preliminary determination and statement

21.5.1 Following the process noted above, if the Board determines a fiscal exigency exists and/or program change is to be made and such determination may require the cancellation of employment of one or more teachers, it shall adopt a statement that reasonably identifies the fiscal exigency and/or program change and reasons for the decision. This statement shall be transmitted to the superintendent and made available to district faculty. The Board shall establish the actual number of teacher contracts to be

anceled or the amount of teacher salaries and benefits to be reduced consistent with the Board's authority to establish educational programs within the district.

21.6 Superintendent's action

21.6.1 Within 30 days after receiving the Board's statement, the superintendent shall submit to the Board recommendations for cancellation of employment of particular teachers. In making these recommendations, the superintendent shall not be limited to considering only the teachers in the area(s) or program(s) designated by the Board in its adopted statement. The superintendent may, insofar as possible, meet the reduction in force by normal attrition such as retirements, leaves of absence or transfer of assignments.

21.6.2 The Superintendent shall consider the following as significant factors in recommending a teacher for cancellation of employment:

- 1) The needs of the district.
- 2) Merit, meaning teacher performance as determined by the teacher's performance rating over the previous three year period as assigned pursuant to the school district's performance evaluation system. If the teacher does not have three years of performance ratings from the school district, then the superintendent shall consider only those available performance ratings. Nothing in this policy requires consideration of evaluations conducted in other school districts.

21.6.3 After considering the factors above, the superintendent shall also consider, in no particular order, the following factors in recommending a teacher for cancellation of employment:

- 1) Professional experience, including experience as an administrator.
- 2) Education, licensing endorsements and other professional qualifications.
- 3) Length of service in the school district.
- 4) Probationary and non-probationary status.

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

21.7 Board's action

21.7.1 Notice to individual teacher: If, after receiving the superintendent's recommendations, the Board intends to consider the cancellation of employment of any teacher, it shall cause written notice to be given to each teacher whose contract might be considered by the Board for cancellation. The Board shall not be limited to considering only those teachers listed in the superintendent's recommendations. Written notice shall be served upon the teacher personally or by certified or registered mail to the teacher's address as it appears on the school district's record (which shall be deemed to be the correct address) not less than 15 days prior to the date set for the hearing. The written notice shall include:

- a. A copy of the Board's statement adopted pursuant to the accompanying contract language;
- b. A copy of that portion of the superintendent's recommendations for cancellation of teacher contracts that pertains to the teacher receiving the notice (if applicable); and
- c. A copy of the accompanying contract language.

21.8 Conduct of hearing

21.8.1 The hearing shall be conducted by the Board, or its designated hearing officer, informally and, upon request of either party, in private. The teacher may be represented by counsel. The district will have no obligation to pay for the service of counsel representing the teacher. A recorded transcription of the proceedings shall be made and maintained and copies of the transcript shall be made available at the expense of the party who makes the request.

21.8.2 Unless otherwise mutually agreed, the hearing shall begin with the teacher's presentation, limited to those grounds specified in the request for a hearing and supported by testimonial and documentary evidence. The superintendent, superintendent's designee or the district's counsel may then present testimonial and documentary evidence in rebuttal of the teacher's contentions or in support of the decision to cancel the teacher's employment contract. The Board or hearing officer may establish other procedural rules as appropriate.

21.8.3 After the district completes its presentation, the Board or its designated hearing officer shall consider the matter. When the matter is considered by the Board, it may convene in an executive session to review and discuss the evidence. However, the final decision will be made in public session. When there is a hearing officer, the hearing officer may take the matter under advisement. The hearing officer shall make written findings of fact and conclusions as to the issues raised and shall forward these findings and conclusions to the teacher and to the Board within 15 days after the close of the hearing.

Article XIV Appeal Process – Non-Probationary Teacher [Teachers and SSP]

22.1 The District shall follow the attached Colorado Department of Education's model process for appealing a second rating of "Ineffective" or "Partially Effective. See Appendix D for language.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective representatives, this ____ day of _____, _____.

by: _____

President, Aspen Education Association
4812-3076-7084, v. 1

by: _____

President of Aspen School Board

Appendix A

Compensation and Benefits Memo 2021-2022

2021/2022 Salary Increase Parameters

- Teachers and SSPs will receive increases on a sliding scale in the \$3400 to \$4400 range depending upon where they currently sit salary-wise as compared to others. The focus this year has been on the front end of the salary schedule to bring up entry points. Amounts will be prorated by contract period and FTE. This [link](#) can be used to make a copy of the spreadsheet and calculate your salary for next year.
- ESPs will receive a flat \$3750 increase to annual salary (converted to an hourly rate for those non-exempt ESPs) that will be prorated by contract period and FTE. The \$3750 figure will be based on a 233 day calendar.
- The initial teacher, SSP, and ESP salary schedules will be increased by a flat \$3000 (each cell in the schedule) in accordance with the across-the-board increases described in the previous bullet.
- Newly certified National Board Certified teachers will receive a \$5000 increase to base salary. Those recertifying will receive the previously agreed-upon amount when their recertification is complete. A call for National Board Certified increases will go out to campus as soon as negotiations wrap up.
- Educational increases, including obtaining a relevant degree (e.g. a doctorate) for all eligible employees will be honored for the 2021/2022 contract year. A call for educational increase documents will go out to campus as soon as negotiations wrap up.
- Approved Master Teacher Pillars will be honored for the 2021/2022 contract year.
- The District will keep the status quo, with some additional guardrails, for educational increases earned during the 2021/2022 year and to be applied for the 2022/2023 contract year. These guardrails will include, but may not be limited to, a revamped approval process prior to taking the class or course for educational credit.
- The District will, for the 2022/2023 school year, honor in-process Master Teacher Pillars. The Master Teacher Program will otherwise be paused and no new applications will be accepted.
- The District will continue to honor National Board Certified teachers at an amount of \$5000 (increase to base).
- All educational increases, including Master Teacher and National Boards Certification, will be implemented after across-the-board raises are applied.

Memorandum of Understanding - Teacher & SSP Salary Schedules & Extra Duty Pay

Teacher & SSP Salary Schedules

The District and AEA both recognize that the current salary system for teachers and SSP is not transparent, is potentially or probably inequitable, and leaves the District with possible legal liability. As such, the District and AEA commit to a full reassessment of the compensation system for teachers and SSPs. Teacher and SSPs salary placements will be evaluated based on educational attainment, years of experience, etc., with a return to steps and lanes possible for the 2022/2023 school year. The work of this MOU can begin any time during the 2021-2022 school year, but no settlement around this issue can be reached until the work of the other outstanding MOUs as outlined in Appendix B and C has also been completed.

Extra Duty Pay

The District and AEA both recognize that the Extra Duty Pay Schedule is in need of revisions and that there are many individualized MOUs regarding compensation that have been in place for many years. With the understanding that the District does not want to be unnecessarily disruptive or punitive, it is agreed that a sunset of previous agreements and a return to standard and repeatable compensation mechanisms is immediately necessary. As such, all previous MOUs are considered repealed and Extra Duty Pay will only be awarded if it is aligned with the terms of this Agreement and/or exists on the current Extra Duty Schedule. Should a previous agreement or need for Extra Duty Pay outside of these terms exist, an exception may be requested of the Superintendent.

Over the course of the 2021/2022 school year, the District and AEA will actively work to revise the Extra Duty Pay schedule with the following guiding principles in mind:

- Equal pay for equal work (i.e., similar tasks receive similar compensation, regardless of who is performing them)
- Pay for variable workloads (e.g., coaching) should be based on quantitative, repeatable data points (e.g., length of season, number of competitions, etc.)
- Compensation mechanisms for exempt and non-exempt employees should be clearly defined and in compliance with labor law
- That the Extra Duty Pay schedule become exhaustive both in terms of complete inventory of compensable tasks as well as the definitions of each and what is expected work-wise.

Appendix B

Memorandum of Understanding

ESP Salary Schedule

The District lacks a comprehensive and current inventory of position descriptions for ESPs, which makes designing and implementing a meaningful classification and salary structure impossible. As a result, the ESP current salary structure will remain status quo until the new salary structure is in place, no later than the start of the 2022/2023 school year. The District will commit to the following such that a formal salary structure and classification system can be implemented by the 2022/2023 school year:

- During the summer of 2021 and into the 2021/2022 school year, the District will work expeditiously to make current all existing ESP employees' position descriptions current and available. This will be accomplished through contracting with an outside firm who will manage the project on the District's behalf.
- During the 2021/2022 school year, negotiations around ESP salary will be conducted and the details of a formal structure will be developed. Implementation will begin shortly thereafter.

Appendix C

Memorandum of Understanding

ESP Evaluation

The District lacks a comprehensive and current inventory of position descriptions for ESPs, which makes designing and implementing a meaningful evaluation program not possible at this time. As a result, ESP evaluations will be handled informally until the 2022/2023 school year. The District will commit to the following such that a formal evaluation program can be implemented by the 2022/2023 school year:

- During the summer of 2021 and into the 2021/2022 school year, the District will work expeditiously to make current all existing ESP employees' position descriptions current and available. This will be accomplished through contracting with an outside firm who will manage the project on the District's behalf.
- During the 2021/2022 school year, negotiations around ESP evaluations will be conducted and the details of a formal program will be developed.

Appendix D

Appeals Process for Non-Probationary Teachers and SSP

Appendix E

Memorandum of Understanding

SSP Non-Probationary Status and Due Process Rights

All certified members of the bargaining unit who are not covered by TECDA (C.R.S. 22-63-101, et seq.) upon demonstrating three consecutive effective or better evaluations, shall receive continuing employment rights and non-probationary status, consistent with the rights of classroom teachers. The dismissal standard for such bargaining unit members will be the same just cause as for non-probationary teachers pursuant to TECDA (C.R.S. 22-63-301).

At the time of the enacting of this provision, any certified bargaining unit member who is not otherwise covered by TECDA, and who has been employed with the district for three or more years, shall receive non-probationary status. Any bargaining unit member who is not otherwise covered by TECDA and who has not been employed with the district for three years, shall receive credit for years of effective rating received prior to the enacting of this provision.

All certified members of the bargaining unit who are not covered by TECDA, shall continue to receive regular compensation from the time of their dismissal until the board acts on a hearing officer's decision but not to exceed 100 calendar days. If a member's employment is reinstated through the grievance and arbitration process, that member shall receive back pay for any compensation lost during that time.

All certified members of the bargaining unit who are not covered by TECDA, shall be entitled to challenge any dismissal through the grievance and arbitration process herein. During the grievance and arbitration period, the member shall have access to all pertinent documentation in the possession of the school district relative to the circumstances surrounding the charges.

All certified members of the bargaining unit who are not covered by TECDA shall be hired on an employment contract of one school year during which they cannot be terminated without just cause.