AGREEMENT

between the

ST. VRAIN VALLEY
EDUCATION ASSOCIATION

and the

ST. VRAIN VALLEY SCHOOL DISTRICT
NO. RE-1J

Effective

July 1, 2018

through

June 30, 2020

Revised June 2018

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J and the ST. VRAIN VALLEY EDUCATION ASSOCIATION this 13th day of June 2018.

Recognizing that providing a high quality education for the children of St. Vrain Valley School District RE-1J is the paramount aim of the District, we do hereby declare that:

The Board of Education under law has the final responsibility of establishing policies for the District.

The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.1 Teacher shall mean any person who is regularly licensed by the teacher licensing authority for the State of Colorado and who is employed by the District under a teaching contract in a position which requires a teaching license, but shall exclude all administrators, classified employees, substitute teachers, and those part-time teachers employed under a less than one-half (0.5) time teaching contract.

1.2 For the purposes of all leave calculations, leave shall be prorated based on the teacher's contract FTE.

1.3 Board shall mean the Board of Education of the St. Vrain Valley School District.

1.4 Superintendent shall mean the Superintendent of the District.

1.5 Association shall mean the St. Vrain Valley Education Association.

1.6 District shall mean the St. Vrain Valley School District RE-1J, Boulder, Weld, and Larimer Counties, State of Colorado.

1.7 School year shall mean the academic year as set forth in the officially adopted school calendar.

1.8 Negotiating teams shall mean the representatives of the Board and the Association.

1.9 Administration shall mean all licensed personnel in administrative or supervisory assignments in the district.

1.10 Paraeducator is an all-inclusive term which shall mean personnel employed to assist teachers directly or to relieve teachers from non-instructional duties.

1.11 Except when modified by the word "calendar," the words "sick leave," the word "contact," or the word "work," the work "day" shall mean a day on which a teacher is contractually obligated to perform services for the District.

1.12 Hiring Cycles as referred to in this Agreement shall mean a process that has a beginning and an end. There are two (2) hiring cycles in an academic year. The first cycle would commence on the date of the initial posting for the following academic year and conclude October 31 of that academic year. The second cycle would commence November 1 and would conclude at the end of that academic year.

1.13 A Displaced Teacher is a Non-Probationary Teacher with an effective rating who has been displaced from their assignment by result of drop in enrollment; turnaround; phase-out; reduction in program or reduction in building, including closure, consolidation, or reconstitution.

1.13.1 Probationary and Non-Probationary Teachers with ineffective evaluations will not receive the benefit of the Priority Hiring Pool.

1.13.2 A Displaced Teacher who is unable to secure a Mutual Consent Assignment at a school of the District after twelve (12) months or two (2) Hiring Cycles, whichever period is longer, the District shall place the Teacher on Unpaid Displacement Status until such time at the Teacher is able to secure an assignment. A Teacher who secures an assignment at a school while placed on Unpaid Leave shall be reinstated on the salary schedule at the position earned when the leave was initiated. Accumulated leave balances, if any, shall also be reinstated. There shall be no retroactive compensation for the Unpaid Leave Period.

1.14 A Mutual Consent Assignment shall mean that a Teacher is assigned to a school with the consent of the hiring principal. The principal shall receive input from at least two (2) Teachers employed at the school and chosen by the Teachers of the school.

1.14.1 The building Association Representative (AR), or designee, shall lead the process with the entire faculty to identify at least two (2) teachers to serve on the building hiring committee(s). Hiring committee(s) must be available to provide input throughout the Hiring Cycles.

1.15 A Teacher is placed, absent of Mutual Consent, into an assignment based upon the District's right to place them in a Limited-Term Assignment.

1.16 Limited-Term Assignments include, but are not limited to, placement into a teaching assignment, substitute assignment, or instructional support role during the period in which the Teacher is working to secure a Mutual Consent Assignment.

1.17 Priority Hiring Pool shall refer to the pool of Displaced Teachers, with effective ratings, who are given the first opportunity to interview for available positions for which they are qualified.

ARTICLE 2 – GENERAL PROVISIONS

2.1 The express provisions of this Agreement supersede any contrary existing or future Board policy. In case of any conflict between the provisions of this Agreement and any Board policy, procedure or any administrative directive or regulation not incorporated in this Agreement, the provisions of this Agreement shall control.

2.2 The Board and the Association will carry out the commitments contained in this Agreement and give them full force and effect.

2.3 This Agreement shall not be amended except as agreed to in a writing which is duly executed and ratified by both parties.

2.4 No teacher shall be reprimanded or disciplined in writing without just cause. No teacher will be suspended with or without pay from his or her regular teaching assignment without just cause; provided, however the Board's acceptance of dismissal charges against a teacher is pursuant to the Teacher Employment, Compensation, and Dismissal Act of 1990 shall bar the processing of any grievance alleging a violation of this Article 2.4. No teacher will be dismissed from an extra-pay position identified in Appendix B during the term of such activity or season without just cause. This Article 2.4 shall not be applicable to the non-renewal of the teaching contracts of probationary teachers, or to the non-renewal of extra-pay assignments identified in Appendix B.

2.4.1 No disciplinary action shall be taken towards a teacher upon any complaint directed towards the teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such a complaint is investigated and found to be substantiated by information deemed by the administration to be valid and reliable and is reported in writing to the teacher concerned, permitting him/her an opportunity for refutation.

2.4.2 The district shall provide any teacher placed on administrative leave notification specifying the nature of the allegation of misconduct being investigated, method of investigation, anticipated time line, and shall advise the teacher of his/her right to notify the Association prior to the meeting. Every effort shall be made to provide a consistent substitute teacher for the duration of the investigation.

2.4.3 Individuals who are interviewed as part of an investigation of a teacher on administrative leave shall be questioned as soon as possible after the initiation of an investigation. As individuals are interviewed, all questions and responses both written and oral, shall be documented. When other witnesses are identified and available, the investigation should not be limited to just student interviews. Investigations should take into account witness credibility.

2.4.4 The district shall update the teacher on administrative leave of the status of the investigation as soon as the investigation status changes.

2.4.5 When questions might result in self-incrimination having civil/criminal ramifications the teacher can refuse to answer. The refusal to answer shall not be deemed insubordination.

2.4.6 Every effort shall be made to preserve confidentiality among all parties.

2.4.7 When an internal District investigation results in disciplinary action, internal investigative material, information and evidence used shall be made available for review to the teacher upon request.

2.5 This agreement shall be governed and construed according to the Constitution, Laws and Regulations of the State of Colorado and this District's Board Policies. If any provision of this Agreement, or any application of the Agreement to any teacher, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law but all other provisions or applications of this Agreement shall continue in full force and effect.

2.6 This Agreement shall be made available to all teachers on the District's Intranet system. The District shall have a specified number of copies printed in a timely fashion. The exact number of copies to be printed will be determined by the Assistant Superintendent of Human Resources, or designee, and the SVVEA President. Printing expenses incurred shall be shared equally by the District and the Association.

2.7 The District shall provide an electronic copy of our current Board Policies on the District website.

2.8 Neither the District nor the Association shall discriminate against any teacher on the basis of race, religion, color, national origin, sex, age, handicap, sexual orientation, marital status or membership or non-membership in any teacher organization.

ARTICLE 3 – RECOGNITION

3.1 For the term of this Agreement, the Board recognizes the Association as the representative of and negotiating agent for the negotiating unit consisting of all teachers as defined in Article 1.1.

3.2 Any teacher or group of teachers may present information and suggestions to the Board and the Superintendent. The Association shall receive copies of any such information or suggestions which affect the specific provisions of this Agreement within five (5) days of the presentation.

3.3 The rights and privileges granted to the Association by this Agreement are exclusively rights and privileges of the Association, and shall not be granted to any other teacher organization which seeks to represent teachers in employee-employer matters.

ARTICLE 4 – NEGOTIATING PROCEDURE

4.1 Inaugurating Negotiations

4.1.1 Written requests for negotiations on a successor agreement may be submitted by the Association to the Superintendent and Board, or by the Superintendent and Board to the Association, not later than each March 1 during the term of this Agreement. Prior to entering into negotiations, the Board and Association shall each appoint not more than six (6) persons to act as the respective negotiating teams. Each party shall designate a chief negotiator.

4.1.2 Negotiations will be conducted at times and places mutually agreeable to the respective negotiating teams, provided that the first meeting shall be held not later than March 15 and that negotiations shall terminate not later than April 30. The parties may extend the termination date by mutual consent. It shall be the duty of both parties to negotiate in timely fashion and good faith.

4.2 Conducting Negotiations

4.2.1 At the first meeting during negotiations, the parties, through their respective negotiating teams, may each present proposals concerning not more than four (4) Articles of this Agreement.

4.2.2 During negotiations, the chief negotiators will exchange points of view and make offers and counteroffers. Consultants may be used by either team.

4.2.3 During negotiations, interim reports may be made to the Association by its negotiating team and to the Board and Administration by its negotiating team. During negotiations, unilateral communications by the Board to teachers or by teachers to the Board, or its individual members, on matters concerning current negotiations are prohibited.

4.2.4 During negotiations, any news releases shall be approved by both negotiating teams.

4.2.5 When the negotiating teams reach a tentative agreement on all matters submitted by the parties, it will be presented to the Association for ratification. The Association shall have fifteen (15) days from the date the tentative agreement is reached to ratify the agreement. The Association shall advise the Board in writing of its action within five (5) days following the ratification vote. Following such ratification, the Agreement shall be subject to ratification by the Board at an official meeting which shall take place within ten (10) days of the date on which the Association notifies the Board that it has ratified the tentative agreement. Upon ratification of the tentative agreement by the Board, the agreement will be executed in accordance with Article 2.3. If either the Association or the Board fails to ratify the tentative agreement, the negotiating team for the party failing to ratify will promptly notify the other negotiating team. Following such notification, negotiations will resume as provided in this Article 4.2.

4.2.6 The phrase “during negotiations” as used above shall mean from the “first meeting” referred to in Articles 4.1.2 and 4.2.1 until impasse has been declared pursuant to Article 4.3.1.

4.3 Impasse Procedure

4.3.1 Either negotiating team may declare impasse at any time. The negotiating team declaring the impasse shall submit the declaration of impasse in writing to the other negotiating team.

4.3.2 The issues in dispute shall be submitted to a mediator in an effort to induce the negotiating teams to reach voluntary agreement.

4.3.3 Representatives of the parties shall meet within three (3) days of the declaration of impasse to discuss the selection of a mediator. If a mediator cannot be mutually agreed upon, a mediator shall be selected in the following manner:

4.3.3.1 Within two (2) days of the date on which representative of the parties meet to discuss selection of a mediator, representatives of the parties shall jointly request the American Arbitration Association (AAA) to submit simultaneously to each party identical lists of the names of at least five (5) persons skilled in mediation of education matters.

4.3.3.2 Each party shall have seven (7) days from postmarked date to postmarked date in which to cross off any name to which it objects, number the remaining names in order of its preference, and return the list to the AAA. If a party does not return the list within the time specified all persons named shall be deemed acceptable to such party.

4.3.3.3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of a mediator.

4.3.3.4 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason appointment cannot be made from such list of names, the AAA shall appoint a mediator without submitting additional lists.

4.3.4 Conducting Mediation

4.3.4.1 The format, dates and times of meeting will be arranged by the mediator. Such meetings will be conducted in closed sessions, and no news releases shall be made concerning the progress of mediation.

4.3.4.2 The mediator will meet with the negotiating teams either separately or together.

4.3.4.3 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the District and the Association.

4.3.4.4 Tentative agreements reached on issues submitted to the mediator shall be submitted to the process provided for in Article 4.2.5.

4.3.5 Fact Finding

4.3.5.1 If the mediation described above has failed to bring about agreement on all issues, either the District or the Association may request in writing that the issues which remain in dispute be submitted to a fact finder.

4.3.5.2 Representatives of the parties shall meet within three (3) days of the other party's receipt of such request to discuss the selection of a fact finder. If a fact finder cannot be mutually agreed upon, a fact finder shall be selected in accordance with the procedures set forth in Article 4.3.3 above for selection of a mediator.

4.3.6 Conducting Fact Finding

4.3.6.1 The fact finder will have the authority to hold hearings and make procedural rules.

4.3.6.2 All hearings by the fact finder shall be held in closed sessions and no news releases shall be made concerning progress in such hearings.

4.3.6.3 Within a reasonable time not to exceed thirty (30) calendar days after the conclusion of such hearing, the submission of post-hearing briefs, or the submission of the transcript of the hearing, whichever occurs last, the fact finder shall submit a written report to the Board and the Association only, which shall set forth findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.

4.3.6.4 Within five (5) days after receiving the report of the fact finder, the negotiating teams will meet to discuss the report. No public release shall be made until after such meeting.

4.3.6.5 The respective parties shall take official action on the report of the fact finder no later than fifteen (15) days after the meeting described in Article 4.3.6.4 in the manner described in Article 4.2.5.

4.3.6.6 The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.

4.3.6.7 Either party may arrange for a stenographic record to be taken of the hearing, or that the hearing be recorded electronically. If a stenographic record is taken, a copy of the transcript shall be provided to the fact finder upon the fact finder's request. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, or seek access to such transcript, that party shall share equally the entire cost of making the stenographic record.

4.3.7 Miscellaneous

4.3.7.1 The parties may agree to reverse the order of mediation and fact finding, or the parties may agree that mediation and fact finding shall take place simultaneously.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A grievance is a dispute, disagreement or controversy concerning the interpretation or application of this Agreement. In addition, any personnel policy adopted by the Board of Education directly applicable to teachers which is not covered in this Agreement shall be grievable; provided, however, that the term grievance shall not apply to any matter for which the method of review or action is prescribed by law or the board is without authority to act.

5.1.1.1 This Agreement contains several references to Board policies. Except as otherwise provided above, such references shall not be interpreted as incorporating such Board policies into this Agreement or as making such Board policies grievable under the terms of this Agreement.

5.1.2 Aggrieved shall mean the teacher, teachers or Association submitting a complaint.

5.1.3 The approved grievance and resolution forms used on all levels of the grievance process shall mean the forms attached in Appendix K of the Agreement.

5.2 Procedure

5.2.1 Level One

5.2.1.1 A grievance will be discussed with the aggrieved's principal or immediate supervisor with the objective of resolving the matter informally, at which time, the principal and the aggrieved may discuss the grievance personally, or, if the aggrieved desires, the aggrieved shall be represented and/or accompanied by a member of the Association. The principal may be accompanied by a representative of the Administration.

5.2.1.2 If the principal or immediate supervisor determines that he or she does not have the authority to deal with the grievance, he or she shall, within two (2) days of the initial discussion of the grievance, refer the grievance in writing to the appropriate administrator with a copy to the aggrieved. The appropriate administrator shall comply with the procedures set forth in this Article.

5.2.1.3 Prior to, at, or within five (5) days of the informal discussion, the aggrieved shall identify to the principal or immediate supervisor that the discussion of that subject matter is or may become a grievance. Within five (5) days of said identification or the informal discussion, whichever is later, the principal or immediate supervisor and the aggrieved shall complete the Grievance Resolution Form (Appendix K-1). However, the principal or immediate supervisor and the aggrieved may mutually agree to not complete the Grievance Resolution Form. The principal or immediate supervisor shall maintain the original completed Grievance Resolution Form and a copy shall be provided to the aggrieved, the Association Grievance Representative, and the Assistant Superintendent of Human Resources or designee.

5.2.2 Level Two

5.2.2.1 If the grievance is not addressed to the satisfaction of the aggrieved within five (5) days of its discussion at Level One, it shall be stated in writing, on the approved SVVEA Grievance Form (Appendix K-2), signed by the aggrieved, and filed with the Assistant Superintendent of Human Resources. A copy of any completed Grievance Resolution Form shall be attached to the grievance form, along with any other pertinent documents for the grievance. A copy of the Level Two SVVEA Grievance Form, including any attachments, shall be provided to the principal or immediate supervisor involved in the Level One grievance.

5.2.2.2 Within five (5) days after receiving the grievance, the appropriate administrator shall communicate a written decision to the aggrieved.

5.2.2.3 A grievance brought forth by the Association may begin on Level Two.

5.2.3 Level Three

5.2.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days after the written grievance is filed with the principal, the aggrieved may, within five (5) days thereafter, file the grievance in writing with the Association.

5.2.3.2 If the Association deems the grievance meritorious, the Association will file the grievance with the Superintendent within five (5) days after its receipt of the grievance. A copy of the Level Two SVVEA Grievance Form and attachments, along with any Level Two written response shall be attached to the Level Three grievance form and the grievance shall specify the affected teacher, teachers, or building involved.

5.2.3.3 The Superintendent and/or a representative will meet with the aggrieved and the Association representative within five (5) days after the Superintendent's receipt of the grievance to hear and, if possible, to resolve the grievance.

5.2.3.4 Meetings will be scheduled through the Association representative as designated in the Level Three grievance procedure, at a mutually convenient time.

5.2.4 Level Four

5.2.4.1 If the aggrieved and the Association are not satisfied with the decision at Level Three, or if no decision is reached within ten (10) days after the meeting described in Article 5.2.3.3, the aggrieved may, within five (5) days thereafter, request the Association to submit a grievance that involves a dispute, disagreement or controversy concerning the interpretation or application of this Agreement to arbitration. If the Association deems the grievance meritorious, it may, within fifteen (15) days thereafter, demand arbitration by filing a written demand with the Superintendent of his designee. The written demand shall include copies of all attachments and responses, if any, from Levels One through Three. If the Association deems the grievance not meritorious, it shall so advise the aggrieved and the Board.

5.2.4.2 Representatives of the parties shall meet within five (5) days of the District's receipt of the written demand for arbitration to discuss the selection of an arbitrator. If an arbitrator cannot be mutually agreed upon, an arbitrator shall be selected in the following manner:

5.2.4.2.1 Within two (2) days of the date on which representatives of the parties meet to discuss selection of an arbitrator, representatives of the parties shall jointly request the AAA to submit simultaneously to each party identical lists of the names of at least five (5) persons skilled in the arbitration of education matters.

5.2.4.2.2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator.

5.2.4.2.3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason appointment cannot be made from such lists of names, the AAA shall appoint an arbitrator without submitting additional lists.

5.2.4.3 The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time not to exceed thirty (30) calendar days after the close of hearings, the submission of post-hearing briefs, the submission of the transcript of the hearing, or, in the event oral hearings have been waived, then from the date the final settlement and evidence are submitted.

5.2.4.4 The hearing shall be scheduled by the arbitrator or upon the agreement of the parties. The hearing shall be closed and no news releases shall be made concerning it. If the hearing is conducted during the work day, the aggrieved will be released with pay from his or her normal assignment to attend the hearing. In addition, if the hearing is conducted during the work day of a witness who is employed by the District, the witness will be released with pay from his or her normal assignment for the period of time his or her presence at the hearing is required. Arrangements for release of witnesses, if any, and the aggrieved shall be made through the Assistant Superintendent of Human Resources no fewer than three (3) days in advance of the hearing.

5.2.4.5 The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations on the grievance. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The report shall be advisory only and binding neither on the Board nor on the Association.

5.2.4.6 The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of the specific articles of the Agreement.

5.2.4.7 Within five (5) days after receipt of the report of the arbitrator, the representatives of the parties will meet upon request of either party to discuss the report. No more than five (5) persons representing each party shall attend these meetings. No public release may be made until after such meeting.

5.2.4.8 The cost of the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the parties.

5.2.4.9 The Board shall act on the report of the arbitrator not later than thirty (30) calendar days after the meeting referred to in Article 5.2.4.7 above; or, if no such meeting is requested, then not later than twenty (20) days after receipt of the report of the arbitrator.

5.2.4.10 Either party may arrange for a stenographic record to be taken of the hearing, or that the hearing be recorded electronically. If a stenographic record is taken, a copy of the transcript shall be provided to the arbitrator upon the arbitrator's request. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, or seek access to such transcript, that party shall share equally the entire cost of making the stenographic record.

5.3 Rights of Teachers to Representation

5.3.1 Neither the Board nor any member of the Administration shall take reprisals affecting the employment status or working conditions of any teacher, Association representative, or any other participant in the grievance procedure by reason of such participation.

5.4 Miscellaneous

5.4.1 Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.

5.4.2 No written or printed material dealing with the processing of a grievance will at any time become a part of the teacher's District personnel file or building file of the aggrieved party or any other party in interest.

5.4.3 No grievance shall be recognized by the Board or the Association unless it shall have been presented at Level One within thirty (30) 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.

5.4.4 The aggrieved shall, on the appropriate form, briefly state the facts giving rise to the grievance; refer to the specific Article and sub-Article of this Agreement alleged to have been violated; and, specify the relief sought. All Articles and sub-Articles of this Agreement alleged to have been violated and all evidence in support of such alleged violations shall be introduced at or before Level Three of this grievance procedure.

5.4.5 If, at any time, either party disputes the arbitrability of any grievance under the terms of this Agreement, such dispute may be submitted to arbitration in accordance with the procedures established by this Article.

5.4.6 Failure by the aggrieved at any level of this grievance procedure to appeal the grievance to the next level within the time limits provided for shall be deemed to be acceptance of the decision rendered at that level.

5.4.7 To facilitate operation of the grievance procedures, appropriate forms for filing, for serving notices, for making appeals, for making reports and recommendations, and any other necessary documents will be jointly prepared and distributed by the Superintendent (or a representative) and the Association.

5.4.8 To facilitate the operation of this grievance procedure, when two (2) or more teachers have filed the same or substantially similar grievances at the same time, such grievances may, upon the request of the aggrieved teachers and the approval of the Association, be consolidated when they reach Level Three.

ARTICLE 6 – SUPERVISION AND EVALUATION

6.1 Definitions

6.1.1 Consistent with state law, the purpose of Supervision & Evaluation is to promote the growth and development of students, teachers, and leaders. This process shall serve as a basis for the continuous improvement of professional practice and student learning. Based also on the SVVS Rubric and Alternative Options, the evaluation process serves as an annual measurement and documentation of professional practice and measure of student learning (MSLs) to determine the annual teacher effectiveness rating that will be included in the Final End of Year Review Report at the end of each academic year. Professional Practice ratings and Measures of Student Learning (MSLs) ratings will each represent 50% of the final overall rating.

6.1.2 Evaluator shall refer to the licensed administrator and/or administratively licensed and trained dean assigned to conduct the Supervision & Evaluation process with a teacher. Instructional coaches, literacy coaches, and mentors shall not serve as evaluators.

6.1.3 Artifacts/multiple data sources provided by the teacher and the evaluator will be used in assessing a teacher's performance. This data may include, but not be limited to, a formal observation.

6.1.4 When a formal observation is conducted, the observation shall be a minimum of twenty (20) minutes. These classroom visits shall be conducted with the knowledge of the teacher whose classroom teaching performance is being observed. Evaluators shall not be required to give prior notice to the teacher of such visits. A face-to-face post-observation conference shall be held within seven (7) working days of the observation.

6.1.5 A walk-through is a focused classroom visit for a brief period of time supported by documentation provided to the teacher by the evaluator within seven (7) working days of the visit, including but not limited to reflection and /or opportunity for conversation about teaching and learning. A walk-through is considered one (1) type of informal observation.

6.1.6 Formal and informal observation data will be written and provided to teachers in a timely manner and recorded and shared in writing or in the online evaluation management system and may be tagged to specific standards. The teacher has the right to respond to the data shared either in writing or electronically.

6.1.7 Instructional coaches, literacy coaches, and mentors will be used as a data source when initiated by the teacher. Hearsay information shall not be used as a data source.

6.1.8 Artifacts are data sources that may include the documents, materials, processes, strategies, and other information that result from the normal and customary day-to-day work of any teacher. To effectively address the requirements of the evaluation system, it is not necessary to collect the artifacts listed as examples for each Standard of the SVVS Rubric.

6.1.8.1 Artifacts are helpful to discussions between the evaluator and the teacher being evaluated. However, teachers and their evaluators may choose to limit or not to use any artifacts so long as they agree on rating levels. Artifacts other than those included as examples in the SVVS Rubric may also be used.

6.1.8.2 Artifacts should be used if either the teacher being evaluated or the evaluator believes that additional evidence is required to confirm the accuracy of the teacher's self-assessment as compared to the evaluator's assessment of the teacher's performance.

6.1.8.3 No evaluation information shall be gathered by electronic recording devices without the consent of the teacher being evaluated.

6.1.9 Measures of Student Learning (MSLs) data will include: a measure of individually attributed student academic growth; a measure of collectively attributed student academic growth; when available, statewide summative assessment results; where applicable, Colorado Growth Model data shall be used. This data shall be gathered, reviewed and shared with the teacher as such information is collected throughout the year.

6.1.10 Feedback is data-driven information that is regularly provided to help guide the teaching and learning process. The evaluator and the teacher shall engage in timely, on-going, and specific conversations to provide opportunities to improve professional practice and student learning. Observations, feedback and conversations will be documented by the evaluator and shared in writing or made available in the online evaluation management system.

6.1.11 An End of Year Review Report is a document prepared for the purpose of identifying annual teacher effectiveness ratings and identifying the recommendation for future employment. The End of Year Review Report shall be based on data and information collected through implementation of the the SVVS Rubric or Alternative Options. This report shall include the summary of strengths and weaknesses, recommendation(s) for professional growth, the dates of at least two (2) classroom visits, the dated online signatures of teacher and evaluator, and the option of a teacher response.

6.1.12 "Probationary teacher" is a teacher who has not completed three (3) full years of continuous employment at 0.58 FTE or more with the employing school district and who has not been reemployed for the fourth year, or a non-probationary teacher who has been rated less than effective for two (2) consecutive years.

6.1.13 An improvement plan may be developed when performance concerns arise from direct observation of a non-probationary teacher.

6.1.14 A remediation plan may be developed when performance concerns exist for non-probationary teachers and is indicated in the End of Year Review Report.

6.2 Process

6.2.1 All probationary teachers (first three (3) years in district) shall receive a minimum of two (2) formal observations and an End of Year Review Report every academic year. All non-probationary teachers (beginning of fourth year in the district) shall receive an End of Year Review Report every year based on the data and information collected through the SVVS Rubric, and that includes a minimum of one (1) formal observation and one (1) informal observation.

6.2.1.1 Teachers may request additional formal classroom observations from their evaluator. The request must be made no later than February 28.

6.2.1.2 Evaluators have final say as to which evaluation process and tool to use. Available evaluation tools include the following:

- SVVS Rubric
- Alternative Options
- RANDA (for Special Services Providers only)
- Narrative Form (four (4) quadrants) – (for 110 employees)

6.2.1.3 Probationary teachers in their second and third years of employment in the district and non-probationary teachers who have received an overall rating of Effective or Highly Effective will have the option to be evaluated using the Alternative Options process in Article 6.2.4.

6.2.1.4 Special Services Providers (SSP) in their first year in St. Vrain, non-probationary (SSP) on an improvement plan, and non-probationary (SSP) on a remediation plan will be evaluated in RANDA (State Model) using the full evaluation process and the *ENTIRE* rubric.

6.2.1.5 Evaluators may choose to change the evaluation of any probationary or non-probationary teacher from an Alternative Option to the RANDA (State Model) or the SVVS Rubric at or before the Mid-Year Review Meeting.

6.2.2 By September 15, the assigned evaluator shall meet with the teachers being evaluated to explain the supervision and evaluation process, including a review of the required steps, timeline for completion and an overview of the online management system that will be used to document the evaluation process. Additionally, the evaluator shall review the Alternative Options available to second and third year probationary teachers and non-probationary teachers who have received an overall rating of Effective or Highly Effective. Teachers being evaluated will be provided with electronic access to a copy of the specific SVVS Rubric and Alternative Options forms that will be assigned to them and data collection sources to be used will be identified. Guidance on the development and recording of individual Measures of Student Learning (MSLs) will also be provided. Attendance and participation at this meeting will be documented.

6.2.2.1 By September 30 each teacher may complete a teacher self-assessment and is encouraged to share a copy with the assigned evaluator.

6.2.2.2 By October 15, the teacher shall propose the required professional growth goals and individual classroom growth Measures of Student Learning (MSLs), and the data to be used to measure them. These will be shared with their evaluator for review and approval using the online management system.

6.2.2.3 By October 31, the evaluator shall review the proposed professional growth goals and individual classroom Measures of Student Learning (MSLs) and provide final approval using the online management system or meet with the teacher to revise and approve the professional growth goals and MSLs.

6.2.2.4 The evaluator will engage in on-going data collection through formal and informal observations. On-going conversations may be formal or informal. Formal meeting times will be scheduled collaboratively. At least one (1) formal observation must be completed prior to the mid-year review meeting.

6.2.2.5 By January 31, the evaluator and teacher shall meet for a Mid-year Review Meeting. Evaluators must conduct a Mid-year Review Meeting for all teachers being evaluated, regardless of the evaluation process used. The evaluator and the teacher will provide evidence/artifacts at this meeting of progress towards professional growth goals and the individual classroom growth Measures of Student Learning (MSLs). Any evaluator concerns known at the time will be discussed at this meeting, along with specific suggestions for improvement. The evaluator shall provide the teacher with a current performance overview in the online management system and a copy of the mid-year ratings on the assigned SVVS Rubric. Teachers being evaluated using Alternative Option 2 or Alternative Option 3 must submit a self-reflection to the evaluator at the mid-year review meeting.

6.2.2.6 By April 20, the evaluator shall complete and share with the teacher an Initial End of Year Review Report based upon the information and data collected. The Initial End of Year Review Report shall contain a copy of the final ratings for the assigned SVVS Rubric or Alternative Option measuring the professional practices of the teacher, a summary of strengths and weaknesses, professional growth recommendations, the dates of at least two (2) documented classroom visits, a recommendation for teacher employment for the following academic year, the dated online signatures of both the teacher and the evaluator, and the option of a teacher response. A teacher or evaluator may request a meeting to discuss the Initial End of Year Review Report. Should the teacher not agree on the ratings in the Initial End of Year Review Report, the teacher shall provide additional evidence or artifacts to the evaluator and then request a meeting to review this information. This meeting shall be held within seven (7) workdays of receiving the Initial End of Year Review Report. Additional evidence or artifacts must be provided to the evaluator at least twenty-four (24) hours prior to the meeting. A decision on the Final Initial End of Year Review Report shall be given to the teacher during this meeting. The teacher shall sign the Initial End of Year Review Report. The teacher's online signature indicates only that the teacher has received, read, and had the opportunity to discuss the Initial End of Year Review Report. The teacher may choose to respond in writing to the Initial End of Year Review Report within ten (10) working days and this response shall be attached to the Initial End of Year Review Report. Evaluators and teachers must complete an end of year summary based on the requirements of the individual option for all teachers being evaluated using the Alternative Option process.

6.2.2.7 By May 15, the evaluator shall review the final data provided by the teacher regarding the Measures of Student Learning (MSLs) to establish final MSLs ratings. A copy of the Final End of Year Review Report, including the final professional practices ratings, final MSLs ratings, the final overall rating, and the dated online signatures of both the teacher and the evaluator, shall be prepared, attached to the Initial End of Year Review Report and shared with the teacher. A teacher or evaluator may request a meeting to discuss the Final End of Year Review Report. Should the teacher not agree on the final MSLs ratings in the Final End of Year Review Report, the teacher shall provide additional data to the evaluator and then request a meeting to review this information. This meeting shall be held within seven (7) work days of receiving the Final End of Year Review Report. Additional data must be provided to the evaluator at least twenty-four (24) hours prior to the meeting. A decision on the final MSLs rating shall be given to the teacher during this meeting. The teacher shall sign the Final End of Year Review Report using the online evaluation management system. The teacher's online signature indicates only that the teacher has received, read, and had the opportunity to discuss the Final End of Year Review Report. The teacher may choose to respond in writing to the Final End of Year

Review Report within ten (10) working days and this response shall be attached to the Final End of Year Review Report.

6.2.2.8 A copy of the Initial and Final End of Year Review Report, including any teacher response, shall be submitted to Human Resources and placed in the teacher's personnel file.

6.2.3 The Board or the Administration may require additional data from teachers.

6.2.4 Alternative Options Process

Probationary teachers in their second and third years of employment in the district and non-probationary teachers with an overall rating of Effective or Highly Effective have the option to be evaluated using one (1) of the Alternative Options listed below. The Alternative Options process is available only upon request of the teacher and with evaluator approval. Teachers must make the request by October 15. Eligible teachers may request to be evaluated on the SVVS Rubric process rather than selecting an Alternative Option.

Teachers who select an Alternative Option will retain their evaluation ratings from previous school year for the upcoming school year. With evaluator approval, teachers may select an Alternative Option for two (2) consecutive years. After two (2) years, the teacher will then be evaluated on either RANDA (State Model) or the SVVS Rubric beginning a cycle of updated professional practice ratings every third year, so long as they maintain a Final End of Year Review Report rating of effective and/or highly effective.

6.2.4.1 Option 1 (Observations and Walk-through Process) – *(Second and Third Year Probationary and Non-probationary Teachers, who received an overall rating of Effective or Highly Effective)*

Teachers may work collaboratively with their evaluator in determining which elements to focus on for the year. The teacher will submit a Professional Growth/MSL Plan to the evaluator. The growth plan must have four (4) elements (goals) to focus on for the year. The teacher will select one (1) element (goal), evaluator will select one (1) element (goal), and the third and fourth goals will be measures of student learning and mutually agreed upon between the evaluator and teacher. The elements (goals) which are selected will be part of the teacher's Professional Growth/MSL plan.

At the mid-year review meeting the evaluator and teacher will discuss the progress on the Professional Growth/MSL Plan.

A final Professional Growth/MSL Plan progress summary will be submitted to the evaluator at the end of the year. The length of the summary is determined by the teacher. The final summary will be the teacher's evaluation summary.

6.2.4.2 Option 2 (Self-Reflection Process) – *(Second and Third Year Probationary and Non-probationary Teachers, who received an overall rating of Effective or Highly Effective)*

Teachers may work collaboratively with their evaluator in determining which elements to focus on for the year. The teacher will submit a Professional Growth/MSL Plan to the evaluator. The growth plan must have four (4) elements (goals) to focus on for the year. The teacher will select one (1) element (goal), evaluator will select one (1) element (goal), and the third and fourth goals will be measures of student learning and mutually agreed upon between the evaluator and teacher.

At the mid-year review meeting the teacher will submit a self-reflection that includes progress on the Professional Growth/MSL Plan to the evaluator.

A final self-reflection (update of initial reflection) will be submitted to the evaluator at the end of the year. The length of the self-reflection is determined by the teacher. The final self-reflection will be the teacher's evaluation summary.

6.2.4.3 Option 3 (Peer Observer Process) – *(Second and Third Year Probationary and Non-probationary Teachers, who received an overall rating of Effective or Highly Effective)*

Teachers with an Effective or Highly Effective rating may request to be observed by a peer and may also volunteer to be a peer observer. Peer observers will use their plan time to meet with their colleague for a pre-observation meeting, conduct a formal observation and have a post-observation meeting within seven (7) work days.

At the mid-year review meeting the teacher will submit a self-reflection that includes progress on the Professional Growth/MSL Plan to the evaluator.

A final self-reflection (update of initial reflection) will be submitted to the evaluator at the end of the year. The final self-reflection must include an update on the progress on the Professional Growth/MSL Plan and a summary of the overall peer observation experience. The length of the self-reflection is determined by the teacher. The self-reflection will be the teacher's evaluation summary. The peer observer or teacher will also submit dates and times of the observation(s) to the evaluator to be included in the final evaluation summary.

Non-probationary teachers will receive a minimum of one (1) informal observation from their evaluator. The peer observer will complete a formal observation.

To support peer observers, the district will offer peer observation training. Due to the time commitment for the observation(s) and training, the district will provide one-half (0.50) staff development credit for each peer evaluator. (No extra-duty pay or class coverage will be provided by the district).

6.3 Teacher Improvement Plan

6.3.1 Upon receiving a rating of "partially ineffective" or "ineffective" on the SVVS Rubric, a non-probationary teacher may be provided with a Teacher Improvement Plan (TIP). The TIP shall be provided as soon as practicable.

6.3.2 The goal of a Teacher Improvement Plan (TIP) is the improvement of teaching practice.

6.3.3 The Teacher Improvement Plan (TIP) shall be developed in consultation with the teacher, and Association representation shall be afforded at the teacher's request.

6.3.4 A Teacher Improvement Plan (TIP) shall clearly specify:

- The standards/elements in need of improvement;
- Strategies and activities to achieve an effective rating;
- Timelines to provide for periodic reviews of progress toward achievement of an effective rating;
- How improvement will be measured and monitored, and;
- The appropriate differentiated professional development opportunities, peer observations(s), materials, resources and supports the District may make available to assist the teacher including, where appropriate, the assignment of a coach or mentor teacher.

6.3.5 After the Teacher Improvement Plan (TIP) is in place, the teacher, administrator, coach or mentor (if one (1) has been assigned) and an Association representative (if requested by the teacher) shall meet, according to the timeline identified in the TIP, to assess progress. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.

6.4 Remediation

6.4.1 If performance concerns continue to exist for any non-probationary teachers on a Teacher Improvement Plan, the Final End of Year Review Report shall state that the teacher is recommended for remediation.

6.4.2 If the Assistant Superintendent of Human Resources, or designee, approves the recommendation for remediation, the teacher will be placed on a remediation plan.

6.4.3 Within the first thirty (30) calendar days of the following school year, a meeting to review the process, and to develop and implement the remediation plan shall occur. This meeting shall include the teacher, the evaluator, and the Assistant Superintendent of Human Resources, or designee. The teacher may choose to have a representative present.

6.4.4 Consistent with Colorado Revised Statute-22-9-106 the remediation plan will be developed jointly in writing and shall include the following:

- A clear statement of the problem as identified using the SVVS Rubric.
- A definition of satisfactory performance and a clear set of reasonable expectations in the identified deficient area(s).
- A prescription for remediation which details a course of action and reasonable time expectations for the teacher to reach an acceptable level of performance.
- A statement of the assistance, resources, materials and/or training opportunities available for the purpose of improving performance to a satisfactory level.

6.4.5 Nothing contained in this Article 6 shall be interpreted as placing any restrictions upon or condition precedent to the Board's right to dismiss a probationary or non-probationary teacher pursuant to the Teacher Employment, Compensation and Dismissal Act of 1990.

6.5 Appeals Process (applies to non-probationary teachers only)

6.5.1 Initial End of Year Review Reports ratings shall be provided to teachers no later than April 20 and Final End of Year Review Report ratings shall be provided to teachers no later than May 15.

6.5.2 Upon receipt of "partially effective" or "ineffective" on the SVVS Rubric, the teacher will have fifteen (15) calendar days from receipt of the Initial End of Year Review Report to file a written notice of intent to appeal and an additional thirty (30) calendar days to file the written appeal of their rating. The entire appeals process, up to and including the recommendation from the advisory panel, as defined in Article 6.5.8, to the superintendent, or designee, is to be completed within ninety (90) calendar days from the date the teacher files the written notice of intent to appeal. These time requirements may be waived by mutual agreement of the teacher and the District. The written intent to appeal and the written appeal must be filed with both the principal and Human Resources designee.

6.5.3 A teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived.

6.5.4 Grounds for an appeal shall be limited to the following:

- The process was not followed as outlined in Article 6.2 and/or
- The teacher disputes the Initial End of Year Review Report rating of partially effective or ineffective.

6.5.5 Any documents and/or proceedings related to the appeal process shall be confidential.

6.5.6 The Human Resource designee will submit the appeal to the Superintendent.

6.5.7 The Superintendent shall notify the appeals panel, which will set a date and prepare to conduct the hearing to be finalized within ninety (90) calendar days from the date the teacher submitted the written notice of intent to appeal.

6.5.8 Appeals shall be decided in an advisory manner, by a five (5) member labor-management panel consisting of two (2) representatives designated by the Association President or his/her designee, two (2) representatives designated by the Superintendent or his/her designee and a fifth member jointly selected by the Association and District. The recommendation of the labor management advisory panel will be provided to the Superintendent, or his/her designee, in writing within ninety (90) calendar days from the date the teacher filed the written notice of intent to appeal. The Superintendent, or his/her designee, shall review the recommendation of the labor management advisory panel and will make the final decision and notify the teacher of the decision in writing.

6.5.8.1 If the Association and District are unable to mutually select the fifth panel member within five (5) calendar days, the panel shall remain at four (4) members.

6.5.8.2 All panelists appointed by the Association and District shall be certified evaluators trained by CDE or trained by mutually agreed upon third party.

6.5.8.3 The panelist shall serve a three (3) year term.

ARTICLE 7 – TEACHER FILES

7.1 The teacher shall have the right to review the contents of the teacher's District personnel file and building file, except for confidential references given prior to the time of employment.

7.2 Any complaint directed toward a teacher shall not become a matter of formal record until the building principal or appropriate administrator has discussed the complaint with the teacher and conducted whatever investigation the administrator deems appropriate. (See Appendix E.) Teachers are entitled to know the identity and source of all such complaints. Teachers may request, through their building principal, a conference with the person making the complaint. If the principal determines that a conference is appropriate under the circumstances, the principal will attempt to make the necessary arrangements.

7.2.1 Any comments of a positive nature which are submitted for inclusion in a teacher's personnel file by the teacher's immediate supervisor shall be brought to the attention of the teacher, signed by the teacher, and then placed in the file.

7.3 No materials derogatory to a teacher's conduct, service, character, or personality shall be placed in that teacher's building file or the District's personnel file unless the teacher has read such materials. The teacher shall acknowledge reading such materials by signing the copy to be placed in the file, understanding that the signature merely means that the teacher has read such materials and does not mean that the teacher necessarily agrees with the statements contained therein. The teacher shall have the right to file a written reply to such materials within ten (10) days of their being placed in the file. The reply shall be attached to the report to which it pertains.

7.4 Teachers may duplicate only materials that do not include pre-employment information which are contained within such files. This may be done for their own use and at their own expense.

7.5 If a teacher believes that certain material in the teacher's files contains an inaccurate commentary concerning the teacher's job performance, the teacher may file a grievance seeking removal of such material; provided, however, that this Article 7.5 shall not apply to observation or evaluation reports.

7.6 The District shall not publish or share information regarding the evaluation ratings of any licensed employee with anyone other than the employee who was the subject of the evaluation, District administrators, or other individuals legally entitled to review such information, unless the employee consents in writing that the evaluation ratings and information may be shared and with whom.

ARTICLE 8 – TEACHER HOURS AND LOADS

8.1 The work day for teachers shall be seven (7) hours which shall include preparation periods as described in Articles 8.4 and 8.5 below. In addition to the seven (7) hour day, each teacher shall receive a continuous and duty-free lunch period of at least thirty (30) minutes, but not to exceed sixty (60) minutes. The availability of internet based technology, e-mail, and voice mail shall not modify the work day for teachers as set forth in this Article 8.1.

8.2 Teachers shall not be assigned more than one hundred fifty (150) consecutive minutes of student contact each work day.

8.3 For elementary teachers, a standard three hundred (300) minute pupil-teacher contact day is desirable and will be adhered to as nearly as possible.

8.4 Teachers shall have an individual planning period of at least forty-five (45) continuous minutes during the student-teacher contact day.

8.5 Except under emergency circumstances, preparation periods which are during the student-teacher contact day shall be used for planning and preparation as determined by the teacher.

8.6 Elementary teachers shall have an individual preparation period of thirty (30) continuous minutes prior to the student start time. However, when teachers are on their regularly scheduled duty and on days designated as Late State the thirty (30) minutes does not apply. On such Late Start days the thirty (30) minutes may be used for a faculty meeting.

8.7 When students are under the supervision of a District approved employee for music, art, physical education or any other regularly scheduled activity, teachers are not required to remain with their student.

8.8 Teachers shall have the right to leave their school during their duty-free lunch period after notifying their principal, or their principal's designee.

8.8.1 Teachers may leave during their planning time with prior approval from their principal or their designee.

8.9 Teachers are obligated to attend back-to-school nights, District-scheduled parent conferences and other school activities and meetings which do not require the supervision of students and which have traditionally been held outside the work day. Attendance at all other activities which require supervision of students shall be voluntary on the part of the teacher. The Association recognizes the need for adequate supervision of after-school student activities and encourages teachers to volunteer to assist in such activities.

8.9.1 The District and the Association recognize the value of scheduled parent-teacher conferences. Should a building leadership team determine that less than the entire twenty-eight (28) hours for parent teacher conferences (as referenced on the District annual calendar) are needed to fulfill such

obligations, the staff is to utilize Article 39.4 to collaboratively determine dates and times of parent teacher conferences and the use of any remaining time outside of parent-teacher conferences.

8.10 Teachers are required to participate in up to two (2) hours per month (during the months of September, October, November, January, February, March, and April) in meetings that are directly tied to school/district goals. Teachers are required to participate in up to one (1) hour~~s~~ per month in the months of December and May in meetings that are tied directly to school/district goals. The hours will be supervisor directed.

8.10.1 At the beginning of each year, a general plan for how the hours of supervisor directed meeting time is to be spent will be created using Article 39. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year. When developed, the general plan, and any revisions, shall be shared with the appropriate area assistant superintendent. At least five (5) days' notice of the date and time of such meetings shall be provided and such activities shall be contiguous with the work day.

8.10.1.1 When applicable and/or appropriate, this general plan of supervisor directed meeting times should integrate differentiated professional development/collaboration time that aligns with building goals, school focus, grade level teams, and/or curricular departments. The objective of differentiated professional development/collaboration time is to provide a variety of collaborative and differentiated learning opportunities for teachers.

8.10.2 With consensus of the teachers, two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making process in Article 39 and included in the required general plan.

8.11 Within the school year calendar, there shall be five (5) days designated as Teacher Work Days, the use of which shall be determined by the teacher, except as set forth below in 8.11.1 and 8.11.2. Three (3) Split Days shall be added beginning with the 2018-19 school year to be used as set forth below in 8.11.3.

8.11.1 During the first three (3) Teacher Work Days, excluding the Split Days in 8.11.3 below, up to one and one half (1.5) hours within the contract day may be used for staff meetings and up to three and one half (3.5) hours for district-directed professional development/collaboration in accordance with Article 39.

8.11.2 Of these five (5) Work Days teachers are not expected to remain at school during two (2) of these Work Days/Flex Place as designated in the building calendar not later than June 30th each year with written notice to staff. Work Day/Flex Place days will be full days. Use of such days shall be determined by the teacher. Upon written notice by September 30th of each year, the District or building administrator may trade work days with professional development/compensation days so long as the total number of work days is not reduced.

8.11.3 Three (3) Split Days of the teacher contract year will be included in the school calendar with one (1) non-student contact day added prior to the opening of school and two (2) days built in as non-student contact days during the school year. Three and one half (3.5) hours of each day will be used for District-directed professional development/feeder articulation during the AM and three and one half (3.5) hours of each day for teacher-directed work on building and classroom matters during the PM.

8.12 There will be eight (8) student contact days designated as Late Start days in the District. The Late Start days will be on the first Wednesday of each month, excluding the months of August and January, as set forth annually in the officially adopted school calendar.

8.12.1 Each Late Start will be a minimum of two and one half hours (2.5) in duration within the contract day and take place prior to the student start time. This time shall be dedicated to District and Building goals. The final decision regarding this time will be made using the Collaborative Decision Making Process in Article 39.

8.12.1.1 At the secondary level at least forty-five (45) continuous minutes of this time shall specifically be used for building department or team collaboration as determined by the teachers. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

8.12.1.2 Elementary teachers shall have an individual plan period of at least forty-five (45) continuous minutes during the hours of each Late Start time.

8.12.2 Late Start shall also integrate differentiated professional development/collaboration time when appropriate, as articulated in Article 8.10.1.1.

8.12.3 At the beginning of each year, a general plan for how the hours of late start meeting time are to be spent will be created using Article 39. The general plan shall be shared with the staff by the September late start day and may be revised as necessary during the school year. When developed, the general plan, and any revisions, shall be shared with the appropriate area assistant superintendent.

8.13 The Association and the District recognize that maximum attention to the students by the teacher is desirable to ensure high quality education and reasonable class size is an essential means to this end. Consideration will be given to class size/case loads/total preps within the building. The Association and the District recognize the importance of balanced and equitable classrooms when assigning students with specialized programming needs to teachers within a grade level/department.

8.13.1 Administration will work collaboratively with departments, district level staff, and/or the building leadership team to review class size/case load, including the rationale and proposed use of the requested FTE. Requests shall be submitted by the building or department administrator to the appropriate Area Assistant Superintendent and human resources administrator. Administration will communicate with staff as part of this process.

8.13.2 Requests for resolving class size/case load overages shall be reviewed by the Area Assistant Superintendent and human resources administrator to determine if the request merits moving forward to the Superintendent's Cabinet for final consideration of approval.

8.13.2.1 The requesting building or department administrator shall be notified of the decision to advance the request to the Superintendent's Cabinet for consideration.

8.13.2.2 The Association President shall also be notified of the decision to advance the request to the Superintendent's Cabinet for consideration and invited to attend the meeting when the request is considered.

8.13.2.3 The decision of the Superintendent's Cabinet regarding the request for additional FTE shall be shared with the building or department administrator following the meeting.

8.14 When a teacher receives a District-initiated transfer or reassignment to a different room/location or is required to pack up the room due to construction/renovation, he/she shall be compensated for seven (7) hours per Appendix A, Paragraph 4.

8.15 There shall be at least five (5) minutes prior to student start time and after student dismissal within the teacher contract day. This will take effect for the 2017-18 school year.

ARTICLE 9 – ASSIGNMENTS

9.1 A mutual consent assignment shall mean that a teacher is assigned to a school with the consent of the hiring principal. The principal shall receive input from at least two (2) teachers employed at the school and chosen by the teachers at the school. The hiring principal shall make the final decision.

9.1.1 The building Association Representative (AR), or designee, shall lead the process with the entire faculty to identify at least two (2) teachers and two (2) alternates to voluntarily serve on the building hiring committee(s). Hiring committees must be available to provide input throughout the hiring cycle(s). The unavailability of the teacher identified hiring committee member(s) shall not delay the hiring process.

9.2 The district reserves the right to place a Displaced Teacher, absent of mutual consent, into an assignment based on the district's right to place them in a limited-term assignment.

9.2.1 Limited term assignments include, but are not limited to placement into a teaching assignment, substitute assignment, or instructional support role during the period in which the teacher is working to secure a mutual consent assignment.

9.3 Teachers shall be notified in writing of any changes in their assignments for the following academic year including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual courses that they will have as soon as practicable and, under normal circumstances, not later than the end of the academic year.

9.4 The assignment of teachers to specific buildings does not imply permanent assignment to a particular building.

9.5 Teachers are assigned to their major fields of preparation as nearly as possible. Except where circumstances dictate otherwise, teachers shall be assigned within the scope of the endorsement or endorsements on their teaching license or their major or minor fields of study.

9.6 In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to hold the amount of inter-school travel to a minimum.

ARTICLE 10 – TRANSFERS AND VACANCIES

10.1 Definitions

10.1.1 Transfer shall refer to a change in a teacher's assignment which requires a move from one (1) school building to another.

10.1.2 Reassignment shall refer to a change to a different grade level, department, instructional team or other instructional area within a school.

10.2 Reassignments

10.2.1 A teacher shall have the right to submit to the teacher's principal or supervisor a written request for or against reassignment to a specific grade level, department, instructional team or instructional area. Such request shall state the teacher's qualifications for the assignment requested.

10.2.2 The principal or supervisor shall schedule a conference with the teacher to discuss the request within twenty (20) days of the principal's or supervisor's receipt of the request, and will consider the request in the event that the assignment requested becomes available prior to the following August 1.

10.2.3 Efforts will be made to avoid teachers being reassigned more than three (3) times within a five (5) year period.

10.3 Posting of District-Wide Vacancies

10.3.1 Vacancies in teaching positions in the District shall be posted simultaneously internally and externally for a period of not fewer than five (5) work days.

10.3.1.1 Not later than April 15 all vacancies then known to exist for the following academic year, including newly created positions, shall be posted.

10.3.1.2 Postings which were made during the ten (10) calendar days prior to the first duty day of the academic year shall be for a period of not fewer than three (3) calendar days.

10.3.2 Leave returnees, teachers identified as an overage teacher as a result of staffing fluctuations and District initiated transfer teachers shall have the opportunity to share their interests and placement needs with an administrator in Human Resources prior to March 1st or within ten (10) days of notification. Any teacher identified as an overage teacher will be placed in a position prior to any district-wide posting and hiring in that teacher's area(s) of endorsement and qualification. Provided no leave returnee or District initiated transfer teacher is available and qualified for the position, the Department of Human Resources shall post any vacant positions.

10.3.3 All postings shall be displayed on the website.

10.3.4 The District will provide the Association with electronic notice of all postings on the date the posting is first active, and upon request current participants in the priority hiring pool.

10.4 Application Process

10.4.1 Any teacher who desires to be considered for transfer to a posted vacancy shall submit an application for the position to the Department of Human Resources prior to the deadline for applications set forth in the posting.

10.4.2 All such teachers meeting the qualifications for the position who are available will be considered for an interview in accordance with Article 10.6.1 below.

10.5 District-Initiated Transfers

10.5.1 Whenever practicable, District-initiated transfers shall be effective at the beginning of the academic year, and the teacher being transferred shall be notified in writing of such move by the end of the preceding academic year.

10.5.2 When a principal or supervisor initiates a request for transfer of a teacher from the school to which the teacher is assigned, the principal or supervisor shall inform the teacher in writing of such request at the same time the principal or supervisor submits the request to the Department of Human Resources, or designee. Upon the teacher's written request, to the Department of Human Resources, or designee, the teacher will be granted a hearing regarding the reasons for the transfer. The request must be filed within three (3) work days of the principal's or supervisor's written notification to the teacher. The Department of Human Resources, or designee, will conduct said hearing within seven (7) work days. Within seven (7) work days of the close of the hearing, the Department of Human Resources, or designee, will communicate a written decision to the teacher.

10.6 Teacher-Initiated Transfers

10.6.1 Any teacher applying for a transfer for which he/she is qualified will be guaranteed a face-to-face interview, if available; unless they have been recommended for nonrenewal for performance

concerns. Probationary teachers who have been recommended for nonrenewal due to leave returns or a decrease in the number of teaching positions shall be considered as part of the internal applicant pool and guaranteed an interview according to Article 10.6.1.1 below. Article 10.7 shall apply to probationary teachers who have been recommended for nonrenewal due to late hire. Displaced teachers as defined in Article 1.13 shall be placed into the priority hiring pool and guaranteed interviews as indicated in Article 1.17.

10.6.1.1 The principal or supervisor/hiring team shall not be required to interview a candidate more than once a year who applies for similar positions within the school.

10.6.1.2 If an internal applicant is not granted an interview, the appropriate human resources representative will electronically or, in writing, communicate to each transfer applicant, upon his/her request, the reason(s) for the decision not to interview.

10.6.2 Whenever practicable, teacher-initiated transfers shall be effective at the beginning of the academic year, and the teacher being transferred or reassigned shall be notified in writing of such move by the end of the preceding academic year.

10.6.3 After teachers identified as overages due to staffing fluctuations and District-initiated transfers are assigned, teacher-initiated transfers will be considered and interviewed in accordance with Article 10.6.1. Consideration of the applicant shall include service to the district and that teacher's professional needs.

10.6.4 In accordance with SB 10-191 and Article 9 of this Agreement, teachers shall give the administration input throughout the hiring process.

10.7 Late Hires

10.7.1 Any new teacher hired with a start date after the initial teacher work day, excluding new teacher orientation days, shall be recommended for non-renewal at the end of the specified employment term.

10.7.2 Teachers recommended for non-renewal due to late hire shall be guaranteed an interview for the position from which they were non-renewed, if the position is posted as a vacancy for the following school year. All such teachers shall be considered external applicants for all other vacancies and not guaranteed an interview.

The Department of Human Resources, with the approval of the Superintendent, has final authority as to which teachers to recommend to the Board of Education.

The Department of Human Resources, with the approval of the Superintendent, will have the final authority to recommend to the Board the teacher to be placed in the vacancy.

The Department of Human Resources will inform and discuss with the principals and supervisors the needs of the employee in this area.

ARTICLE 11 – PROVISIONS FOR STAFFING FLUCTUATIONS AND STAFFING NEW SCHOOLS

11.1 The District may experience staffing fluctuations in an individual building or district-wide because of:

- Decreased enrollment
- Decrease in the numbers of students selecting a given program
- Elimination of or changes in instructional programs
- Budget considerations
- Opening of new schools

11.2 The Department of Human Resources will follow the procedures listed below to guarantee the most equitable resolution for the employees involved and the least impact on the educational program when it becomes necessary to alleviate staffing overages. An "overage" is a non-probationary teacher whose assignment no longer exists at the current location and for whom a placement must be made.

11.2.1 If staffing fluctuations require reductions in force (RIF) to alleviate the staffing overages, Article 36–Cancellation of Teaching Contracts shall be used for that purpose.

11.2.2 The first priority shall be to resolve the staffing overage within the building or program where the problem originates. In order to accomplish this, building administrators are encouraged to work with the appropriate Area Assistant Superintendent and Area Executive Director of Human Resources to use the following approaches to alleviate overages.

The appropriate Area Assistant Superintendent, Area Executive Director of Human Resources and SVVEA will participate in a joint presentation to share the information with the staff so all can be aware of the problem and can assist in generating solutions at which time the parties may explore the following options:

a. Rearrange existing staffing within the building by moving staff into other areas of qualifications. Note: The words qualified or qualifications used in this Article shall be consistent with the current CDE definition of "Highly Qualified".
b. Any staff member who has decided to retire or resign is encouraged to notify the Department of Human Resources in a timely manner.
c. Seek volunteers to request leaves of absence in accordance with Article 25 of this Agreement.
d. Encourage voluntary transfer requests.
e. Seek voluntary reductions in contract if the reduction does not harm the program as determined by the appropriate administrator.
f. Seek placement elsewhere in the district, for any teacher(s) within a building impacted by an overage. Any teacher agreeing to the placement shall have the right to be returned to the original placement if a position opens within one (1) year of the reassignment.

11.3 If options within the building cannot alleviate the staffing overage and a required placement is necessary, the following approaches will be followed:

11.3.1 The least senior (District seniority) staff member qualified in the area of overage will be identified as the staff member to be transferred unless unique program considerations exist. In the event such unique program considerations do exist, these situations will be treated as exceptions to the rule and must be coordinated with the Department of Human Resources under the steps as written in Article 11.3.2 through 11.3.5.

11.3.2 The building administrator will recommend the program need consideration to the appropriate Area Assistant Superintendent and Area Executive Director of Human Resources. The building administrator should consider the following in a program need recommendation:

a. Is there a person within the building who could step into this position and is willing, qualified and committed to the defined program need?
b. Can another school within the district benefit from this person's talent?
c. If the person selected to remain in the assignment leaves the school or district prior to the actual transfer, could the position be filled with existing staff?

11.3.3 The teacher(s) directly affected by the decision regarding the program needs recommendations will meet with the appropriate Area Executive Director of Human Resources to review the parties' options and preferences in an effort to reach a mutually agreeable decision which will resolve the staffing issue.

11.3.4 If the staffing issue is still unresolved, written formal requests will be submitted by the building administrator, and the teacher(s) directly affected by the decision, to the Assistant Superintendent of Human Resources.

a. The building administrator's written request will include rationale for the program needs. The rationale shall include but not be limited to information regarding license, endorsement, desired coursework/training, and scope of position as well as addressing the criteria and considerations as listed in Article 11.3.2.
b. The teacher's written request will include teacher's preference, commitment to the program, evidence of preparation, qualifications, coursework/training, license, and ability to teach the defined area.

11.3.5 A committee consisting of three (3) SVVEA representatives; one (1) building level administrator, one (1) Area Assistant Superintendent and the Assistant Superintendent of Human Resources will review the overage and make a recommendation to the Superintendent as to which teacher should transfer. Teachers and administrators directly affected by the decision will not be on the committee.

11.4 When a teacher is transferred as an overage and the teacher who remained on staff leaves the assignment, the transferred teacher will return to the assignment, if he/she chooses, if the action occurs before the first day of classes in the subsequent school year.

11.5 The transferred staff member will be placed in an existing vacancy in the district. The decision regarding placement will be made by the Department of Human Resources staff working with the appropriate Area Assistant Superintendent and building principals. The teacher will indicate the desired/preferred placement which will be considered by Human Resources and the Area Assistant Superintendent. The most positive possible placement will be sought.

11.6 The individual forced to transfer will be placed prior to any district-wide posting and hiring in that person's area(s) of license and qualification.

11.7 In calculating experience, to determine seniority in the District, the definitions contained in Article 36.3.6 and 36.3.7 found elsewhere in this Agreement, shall apply for purposes of this Article.

11.7.1 The following criteria (in descending order) will be used to determine seniority of staff for requirement placements situations:

a. Number of years of continuous employment in St. Vrain Valley School District.
b. Date employee started work under contract in St. Vrain Valley School District.
c. Date contract was approved by Board of Education.
d. Years of previous employment under contract in St. Vrain Valley School District.
e. Years of previous employment in a licensed position, but not under contract (e.g., substitute) in St. Vrain Valley School District.
f. Years of total work experience in St. Vrain Valley School District.
g. Longevity in that building or assignment.

11.8 If it is not possible to alleviate the overage by transfer into an existing vacancy, it will become necessary to non-renew probationary contracts district-wide in the affected level or assignment in order to provide a placement for the required transfer.

11.9 A teacher placed in a required placement assignment may pursue a voluntary transfer later in the hiring season according to standard voluntary transfer procedures.

11.10 Staffing New Schools

11.10.1 Each new school opening will present a unique set of circumstances. Therefore, flexibility in the staffing process must exist. General requirements throughout the staffing process for a new school are:

a. Human Resources will oversee the staffing process and timeline for each new school.
b. Approved district program needs have first priority with regard to staff selection and transfers. Areas with overages will take precedent over opening positions to other applicants resulting in some required placements. Staff renewal is also a priority when possible.
c. The number of staff transferring to the new school will be limited to protect programs and stability at existing schools. SVVEA and District representatives will review each new school situation and make a recommendation to the Superintendent as to the number of transfers that should take place.
d. Currently employed district staff have first opportunity to apply for new school positions in accordance with Article 10, before positions are advertised to external candidates.
e. Involuntary transfers will be made as a last resort.
f. Qualifications, training, ability, licenses and teacher preference will be factors considered in selecting staff for new schools.

ARTICLE 12 – ACADEMIC FREEDOM AND CONTROVERSIAL ISSUES

12.1 The Board recognizes that freedom carries with it responsibility, and that academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals and institutions of the community which comprises the District. Discussions and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy, objective and adopted curriculum of the District.

12.2 Within the preceding frame of reference, and as it pertains to the adopted curriculum, academic freedom in the District is defined as the right:

12.2.1 To teach about controversial issues;

12.2.2 To use materials, which are relevant to the levels of ability and maturity of the students and to the purpose of the District;

12.2.3 To maintain a classroom environment which is conductive to the free exchange and examination of ideas; and,

12.2.4 To a free expression of conscience by teachers as private citizens while fulfilling the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

12.3 Good teaching embodies the art of keeping students on the right track in the search for truth, seeing that they know admitted facts and a variety of opinions, and establishing the habits of logical thinking and opinion formation. Controversial issues may be presented in classes where such issues are an integral part of the District's adopted curriculum provided they are presented in a manner as free from bias and prejudice as possible. Consistent with the foregoing, the following guidelines are applicable:

12.3.1 Controversial issues arise from conflicts with the interests, beliefs, or affiliations of citizens. Such issues involve important proposals or policies about which citizens hold different points of view such as, but not limited to, religion, sex, politics and governmental policies. Most of the District's adopted curriculum is composed of established truths and accepted values. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Only through the study of such issues,

political, economical, or social, does youth develop abilities needed for citizenship in our democracy.

12.3.2 Without minimizing the importance of established truths and values, the District shall foster dispassionate, scientific studies of controversial issues in an atmosphere as free as possible from bias and prejudice.

12.3.3 The teacher shall strive to serve as an impartial moderator and shall not attempt, either directly or indirectly, to limit or control the judgment of the teacher's students on controversial issues. The teacher shall foster the study of such issues rather than teach a particular viewpoint concerning them.

12.4 If complaints by persons other than District administrators arise regarding a teacher's use of educational materials, subject matter, or methodology, they shall be handled by the following orderly process within a timely manner. Employees of the District and the Board, individually or collectively, who receive complaints shall not give formal consideration to them until they have been addressed in the following manner:

12.4.1 If the complaint is lodged directly with the teacher, an immediate discussion between the teacher and the complainant is encouraged, with the objective that the concern may be resolved at that level with no further action necessary.

12.4.2 If the complaint is lodged with someone other than the teacher or an administrator, the complaint shall be immediately referred to the Superintendent, or the Superintendent's designee, who will refer it to the teacher and the building principal.

12.4.3 The first effort of a principal or other administrator in dealing with a complaint shall be to allow the teacher involved to seek resolution of the complaint, with or without the involvement of the principal, as circumstances may dictate.

12.4.4 If attempts at informal resolution of the complaint are unsuccessful, the complainant shall be requested to fill out an appropriate District form, after which an attempt shall be made to hold a conference involving the complainant, the teacher, the principal or other administrator, and other appropriate parties. Reasonable efforts shall be made to resolve the complaint at this level.

12.4.5 If the building principal determines further consideration is necessary, the complaint shall be referred to the Assistant Superintendent for Student Achievement who shall decide whether or not temporary restrictions shall be placed on the teacher's use of the materials, subject matter or methodology pending resolution of the complaint.

12.4.6 The Assistant Superintendent for Student Achievement shall select and chair a committee including appropriate representation of teachers, administrators, media specialists and parents or other citizens. This committee shall hear all parties directly involved in the complaint and render its decision in writing to the complainant within ten (10) work days following the hearing.

12.4.7 The complainant shall be informed that any further consideration of the matter shall require the Superintendent to arrange for a hearing by the Board at which all parties involved shall be heard along with the complainant. The decision of the Board shall be final.

12.5 Complaints concerning the District's selection or use of textbooks or other educational materials previously approved by the Board shall not be governed by the foregoing procedures.

ARTICLE 13 – CURRICULUM AND PROFESSIONAL DEVELOPMENT

13.1 The District and Association recognize the importance of ongoing professional development to improve teacher effectiveness and to provide the highest quality instruction for students. Both parties agree that the implementation of such ongoing professional development requires an investment of valuable time and incurs financial costs.

Therefore, when the District designs, adopts and/or implements a District initiative, the District shall prioritize and provide adequate and appropriate training and appropriate time within the contracted time (which includes PLC, faculty meetings, etc.). If training must occur outside contracted time, teachers shall be given the choice of compensation pursuant to the hourly rates set forth in Paragraph 4, Appendix A or District professional development credit.

13.1.1 Whenever online training is required by the District as the result of the implementation of District, feeder system or grant driven programs, and time is not available during contracted time, teachers shall be given the choice of compensation pursuant to the hourly rates set forth in Appendix A, Paragraph 4 or District professional development credit.

13.1.1.1 Adequate training shall include initial and ongoing training necessary to successfully implement the curricular and/or program changes within the assignment expectations.

13.2 Upon the prior written approval of the Assistant Superintendent for Student Achievement or designee, teachers who are authorized to attend curriculum and/or inservice programs outside the District will be reimbursed for their expenses, including travel, lodging and meals at the established rates. Also, it has been the precedent to compensate teachers at the established hourly rate for participation in required curriculum/inservice programs conducted outside the work day, work week or contract year.

13.3 Curriculum committees which are established by the Department of Learning Services shall include teacher(s). Such committees shall provide recommendations, including dissenting opinion reports, if any, to the Superintendent concerning new courses of study and appropriate instructional materials for use in the District's curriculum.

13.3.1 Curriculum committee work scheduled outside the contracted day shall be voluntary with credit or compensation offered to participants pursuant to the hourly rates set forth in Appendix A, Paragraph 4 or District professional development credit, if offered.

13.4 When credit is selected over compensation for required hours, the District's professional development department fee shall be paid for teachers through building and/or District budget(s).

ARTICLE 14 – NON-TEACHING DUTIES

14.1 The Board and the Association recognize that a teacher's primary responsibility is to teach and that the teachers' energies should be utilized to that end. Within budgetary limitations, efforts should be made to reduce the non-student contact duties through the use of paraeducators and part-time clerical assistants so that the teacher will have more time to devote to teaching activities.

14.2 The District may employ paraeducators for the purpose of assisting teachers by performing secretarial or clerical duties; supervision of lunchrooms, playgrounds, halls or other non-instructional student activities; grading of objective-type tests; and preparation of instructional materials under the direct supervision of a teacher.

14.3 A paraeducator who has been selected and approved by the principal should be acceptable to the teacher or group of teachers to which the paraeducator is to be assigned. If the work of the paraeducator is found to be unsatisfactory, a teacher or group of teachers may request the principal and the teachers involved meet with the employee to review performance concerns.

14.4 When a principal is required to be absent from the District, another administrator will be designated to assume administrative responsibility for an administrative unit.

14.5 When a principal is required to be absent from the building, a teacher may decline to accept the responsibility of being designated "acting principal" during such absences.

ARTICLE 15 – INSTRUCTIONAL MATERIALS

15.1 Within budgetary limitations, the Board will endeavor to provide sufficient instructional materials, equipment, and facilities to ensure that each pupil and teacher will have the best possible access to them.

15.2 Curriculum committees which are established by the Department of Learning Services shall provide recommendations, including dissenting opinion reports, if any, to the Superintendent concerning appropriate instructional materials for use in the District's curriculum.

ARTICLE 16 –SPECIALIZED PROGRAMMING

THE ST. VRAIN VALLEY EDUCATION ASSOCIATION AND THE ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J MUTUALLY AGREE THAT THE LANGUAGE IN THE MEMORANDUM OF UNDERSTANDING FOR SPECIAL EDUCATION WORKLOAD TASK FORCE FOR 2018-19 SHALL BE EFFECTIVE FOR THE 2018-19 SCHOOL YEAR MODIFYING THE LANGUAGE IN ARTICLE 16 BELOW.

16.1 Specialized Programming shall include Student Services, Early Childhood, Child Find, MTSS, CLD/ELA, GT. 504 Plans, IEP/Exceptional Learning/Special Education, Literacy and Truancy.

16.2 Any teacher who is assigned a student who is receiving special education services will be given as much notice as feasible of such assignment. The severity level of students with identified special educational needs will be given consideration when they are placed in classrooms.

16.2.1 In the general education classroom the teacher shall provide accommodations/modifications as stated in the student's Individual Education Plan (IEP).

16.2.2 The Building Special Education Team, which includes the School Special Education Facilitator (SSEF), teachers, paraeducators, itinerant staff and the supervising building level administrator, in consultation with the Area Special Education Coordinator, shall provide to the general education teacher the appropriate information regarding accommodations, modifications, and individual needs as stated in the student's IEP, as well as an alternate plan in place for all IEPs in the event that a paraeducator or School Special Education Facilitator (SSEF) who provides direct services outlined in the student's IEP is absent from work or unavailable. This information shall be provided at the beginning of each school year and when any change is made to a student's IEP and/or schedule.

16.2.2.1 The role of the special education teacher includes the case management responsibilities of developing, implementing, and evaluating IEPs, as well as the regular duties of instructional planning and the delivery of instruction within the special education classroom setting.

16.2.2.1.1 The role of the School Special Education Facilitator (SSEF) shall include, facilitating the re-evaluation process including initial IEP development, triennial reviews, coordinating staffings, transferring new students' IEPs, completing the IEP exit process, and providing the building level training needed to implement *IDEIA* as defined by Special Education. This role may include direct services provided to students as listed in the student's IEP. Additional School Special Education Facilitator (SSEF) responsibilities may

be decided with the mutual consent of the Area Special Education Coordinator and the supervising building level administrator, in consultation with the Building Team Leaders. Additional responsibilities shall be put in writing.

16.2.2.2 When the building level schedules are developed by the administrator or his or her designee, the severity of special education student needs, the number of classes/levels to be taught, and the total case load assigned will be considered in order to allow the special education teacher adequate time to fulfill the required duties.

16.2.3 The Department of Special Education shall provide the resources as set forth in the IEP, which is developed by the IEP Team (special education teacher, classroom teacher(s), parent(s)/guardian(s), and other related service providers as needed), to the special education team (e.g. the providers of the services). A Special Education Director/Coordinator shall be in attendance at any IEP meeting at which additional financial or personnel resources may be added to the IEP. Requests for resources shall be responded to within two (2) weeks of the request by the special education team.

16.3 When children with disabilities are integrated into a classroom, the classroom teacher shall be provided with supports and services as outlined in the IEP, which resources could include paraeducator, a behavior evaluation support team, and an assistive technology team from the Department of Special Education.

16.4 The Executive Director of Special Education or designee will create and maintain a district-wide forum for special education teachers to share information and address issues that may arise.

16.4.1 The SVVEA president or designee shall be a standing member of this forum.

16.4.2 The purpose of this forum will be to: receive information from Special Education regarding special education practices and expectations; problem solve regarding issues facing special education teachers providing direct services to students; answer questions and provide clarifying information; provide advisory guidance to Special Education; provide recommendations to Special Education.

16.4.3 The organizational format for the meeting will include: solicitation of questions/topics two (2) weeks prior to the scheduled meeting; an agenda will be provided the week prior to the scheduled meeting; facilitators/guests responding to questions or brief presentations of requested topics with open discussion following; a summary of meeting discussions will be provided following the meeting.

16.4.4 Meetings will be scheduled on an as needed basis, as determined by the Executive Director of Special Education and the President of SVVEA.

16.4.5 Each building team will select one (1) representative chosen from their building's special education staff. In addition, each of the following specialized service provider groups will select a representative: speech language pathologists, audiologists, occupational therapists, physical therapists, school psychologists, school social workers and School Special Education Facilitators (SSEFs).

16.4.6 The member will represent their school or specialized service provider group by seeking questions/topics from colleagues in their building or group to submit for consideration to be added to the agenda, participating in the monthly meetings, and sharing the summaries from the meetings with their building staff or specialized service provider group.

16.4.7 A professional study team will be organized to provide PD credit for participating members.

16.4.8 No person shall take reprisals affecting the employment or working conditions of any participant in this process.

16.5 Specialized programming departments (as described in Article 16.1) will provide information and/or training for involved teachers on specific specialized programming in the District. The department providing the training shall notify SVVEA upon scheduling such training and the SVVEA President or designee may attend. This training will include applying federal and/or state statutes/regulations and case law, and roles and rights of teachers concerning their participation in the process.

In addition, training will be provided regarding adherence to Article 8 of this Agreement, discipline of special education students, curriculum adaptations and materials, and the purpose and availability of the forum for special education teachers (Article 16.4).

16.5.1 When an assignment includes co-teaching, the following criteria must be in place:

- Both the specialized teacher (i.e., special education teacher, CLD/ELA teacher, etc.) and the general education teacher shall be notified of their co-teaching assignment(s) in writing according to Article 9.3;
- Efforts will be made to schedule common planning time within the contract day for the co-teachers. As much as possible common planning should be the goal;
- Adequate training has been provided; and,
- At mid-year a co-teaching assignment may be reviewed by the teachers, building level administrator and specialized program consultants. If it is determined that it is not effectively increasing student growth, the co-teaching model may be changed.

16.6 Itinerant teachers will have adequate materials, workspace/storage, and access to technologies required to fulfill their duties. Coordination between principals and the teachers is expected. Classroom special education teachers will be provided classrooms and accommodations commensurate with the general education teachers within the school.

16.6.1 Renewal cost (such as the Certificate of Clinical Competence), or DORA, for occupational therapists, physical therapists and school psychologists required in order for the District to receive reimbursement from Medicaid will be paid by the District on a year to year basis contingent upon employment and if the District is participating in the Medicaid reimbursement program for the provided services. Renewal costs will be paid from Medicaid reimbursement funds received by the District. This reimbursement of costs is specific to the Medicaid reimbursement program only and required renewal of any Colorado Department of Education professional licenses is excluded.

16.6.2 The IEP team will consider the impact of a provider's absence on the student's progress and performance and to determine how to ensure the continued provisions of *Free Appropriate Public Education* (*FAPE)* in order for a student to continue to progress and meet the annual goals of his/her IEP, whether an interruption of services constitutes a denial of *FAPE* is an individual determination that must be made on a case-by-case basis.

16.6.2.1 In the event provisions of *FAPE* are not being met due to a provider's absence, the District will be responsible for obtaining qualified professionals necessary to provide needed make up services for the student. These services could be provided before or after school, or during vacations or summer recess. The guidance provide by this Article can be applied to any service, including speech language pathologists, audiology, occupational therapists, physical therapists, school psychologist, school social workers and School Special Education Facilitators (SSEFs).

16.7 The special education team shall have an alternative plan in place for all IEPs in the event that a service provider, including a paraeducator, is absent from work or unavailable. The Department of Special Education will assist in the development of a special education paraeducator substitute pool to be accessed when paraeducators are not available due to a leave day or absence. The District and the Association recognize the impact of such absences upon the daily schedules and workload of both the special education and the general education teachers.

16.7.1 In the event there are not paraeducator subs which fill open jobs building administrators will use existing language in Appendix A, Paragraph 4 to provide compensation for teachers who cover classes.

16.8 Caseload Reviews

16.8.1 Reviews may be initiated by individual teachers.

16.8.2 Special Education will review related service caseloads quarterly.

16.8.3 Reviews will be completed within ten (10) work days or less from the date of the request. The teacher(s) will be involved in a follow up meeting to discuss the results of the review and be provided in writing the results of the review.

16.8.4 The caseload review will consider the number of students served, disability areas, severity of disabilities, grade levels of students, and para educator(s) allocations

16.8.5 The following will be considered in an itinerant caseload review:

16.8.5.1 Direct and indirect services hours and number of students served with individualized education plans will be considered. The service hour range is twenty-five (25)-thirty (30) hours weekly. This allows for a thirty (30) minute lunch, forty-five (45) minute plan, set up time: refer to Appendix H – procedures for itinerant employees, daily travel time (if assigned or traveling to more than one (1) building during a day): refer to District mileage chart.

16.8.5.2 Groupings of students for the provision of services.

16.8.5.3 The number of buildings assigned to the itinerant

16.8.5.4 Unique circumstances of a particular caseload (ex. Student receiving two (2) hours of individual speech service, burst of service provided by an occupational therapist etc.)

ARTICLE 17 – DEPARTMENT CHAIRPERSONS

17.1 In each elementary, middle and senior high school, the need for department chairpersons/team leaders shall be determined by the principal. Each such department chairperson/team leader shall be appointed for one (1) academic year. If possible, such appointment should be made prior to the end of the preceding academic year. Teachers shall have the right to refuse such appointment. Team leaders will have coordinating and planning functions for their teams and shall serve as liaison between their teams and the principal. They shall not be considered administrative employees.

17.2 When feasible, and after consultation with them, department chairpersons and team leaders will be provided with release time commensurate with the responsibilities assigned to them by their principal.

ARTICLE 18 - STUDENT DISCIPLINE

18.1 The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and on school premises. Whenever it appears that a particular student is experiencing disciplinary problems and requires the attention of professional specialists, the District will take reasonable steps to assist the teacher with responsibilities related to such student.

18.2 The parties recognize that discipline problems are less likely to occur in environments characterized by active student engagement, acceptable student behavior, efficient use of time, established routines and procedures, and consistency in handling interactions with students. The parties likewise recognize that when discipline problems occur, they may most effectively be handled through concerted efforts in understanding the source of the discipline problem and with respect for the individual student.

18.3 A teacher may refer a student to the principal or assistant principal when the seriousness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom undesirable. In such cases, the teacher will furnish the principal, as promptly as teaching obligations allow, full particulars of the incident. Board JKBA-R Policy will be followed should a student be removed from class. A conference shall be held if the principal determines that it is appropriate.

18.4 Each teacher has disciplinary authority over any student on the school premises whether that student is assigned to the teacher or not.

18.5 Teachers recognize their responsibility to maintain a positive learning climate within their classrooms, supportive of the educational goals of the District.

18.6 Teachers may keep students after school for disciplinary reasons, but not ordinarily for more than thirty (30) minutes. Students who ride school buses may be kept in during the student's lunch instead of after school, unless the teacher or principal has made prior arrangements with the parents.

18.7 Board Policy JKD/JKE establishes the policy and procedures of the District for suspensions and expulsions of students.

18.8 The principal of each school shall develop student discipline procedures for that school. Such procedures will be set forth in the faculty handbook. Discipline procedures will be developed and updated using the collaboration process in Article 39. The principal will review discipline procedures with all staff. If any changes have been made to the discipline procedure for the current year through the collaboration process principals will review the changes with all staff.

18.9 Teachers shall receive relevant information regarding student safety plans, student behavior plans and disciplinary action in accordance with Board Policy JRA/JRC.

ARTICLE 19 - STUDENT TEACHERS/TEACHER INTERNS

19.1 The placement of all student teachers and teacher interns shall be approved by the Department of Human Resources and building principal. Teachers shall not be obligated to accept a student teacher or teacher intern.

19.2 Teachers who are assigned student teachers or teacher interns must be non-probationary.

19.2.1 Probationary teachers will be considered if the following criteria are met:

- Five years of teaching experience.
- Rated Effective or Highly Effective in their most recent St. Vrain Valley Schools evaluation.
- First year probationary teachers are not eligible.

19.3 No more than one (1) student teacher or teacher intern will be assigned to teacher each academic year.

19.4 Any compensation due to a teacher for supervising a student teacher or teacher intern shall be the responsibility of the college or university which sponsors the student teacher or teacher intern. The District will not claim any part of such compensation.

19.5 Student teachers who are licensed by the Colorado Department of Education and registered with the Department of Human Resources may substitute for their cooperating teacher in the event of their absence. The decision to use the student teacher as a substitute teacher must be approved by the student teacher, the cooperating teacher and the building administrator in conjunction with the Department of Human Resources. Compensation will be at the current rate of pay for substitute teachers.

ARTICLE 20 – TEACHER PROTECTION FROM ASSAULTS/PERSONAL INJURY LEAVE

20.1 A teacher may use such reasonable force as is necessary to protect himself or herself from attack or to prevent injury to another person while the teacher is acting within the scope of the teacher's employment.

20.2 The Board has adopted policies and procedures for handling incidents of assault upon, disorderly conduct toward, harassment of, or any alleged criminal offense directed toward a teacher by a student.

20.3 Teachers temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and incurred in the course of their employment by the District, and not as a result of their own negligence or disobedience of reasonable rules and regulations, shall be granted personal injury leave of up to thirty (30) work days with full pay on the condition that the amount of any workers' compensation benefits, or awards made for temporary disabilities due to said injury, are assigned to the District. In the event that a teacher has not recovered from such injury by the 30th work day after it occurred, the teacher may make written application to the Board for an extension of personal injury leave with pay. Any medical payments received by the teacher from workers' compensation shall not be assigned to the District.

20.4 In consideration of the payment of benefits described in Article 19.3 by the District to any teacher, the teacher shall assign to the District and/or the District's designee, any claims the teacher may have against any person or persons whose actions may have caused the teacher's temporary absence.

ARTICLE 21 – ANNUAL LEAVE HOURS

The Association and the St. Vrain Valley School District recognize that quality instruction is best achieved by professional, licensed staff and we acknowledge the importance of each instructional day. We honor the commitment to fulfill the terms of attendance for each contract day.

We also understand the unique requirements of staff related to the assessment periods of TCAP, ACT, and ACCESS. The Association and the District recognize the importance of being present during these critical times.

21.1 For teacher hired prior to the 2017-18 school year, seventy-seven (77) hours of annual leave will be granted during each year of employment. For new teachers hired beginning with the 2017-18 school year, forty-nine (49) hours of annual leave will be granted during each year of the first three (3) years of employment. Upon achieving the fourth consecutive year of employment with the District, teachers hired beginning with the 2017-18 school year will be granted seventy-seven (77) hours of annual leave during each continuing year of employment. All such hours shall be used at the professional discretion of the teacher. At the beginning of the fourth year of continuous employment with the District, these teachers will receive a one-time allocation of forty-two (42) hours of accrued leave. Hours will be prorated for part-time employees.

21.1.1 In the spirit of collaboration and in recognition of the important role that teachers play in providing a quality education, teachers will make every effort to avoid taking annual leave on a Monday, Friday, the last day before or the first day after a holiday, or period of school intermission (three (3) or more consecutive non-contract days as designated on the District calendar).

21.1.2 In the event an absence on the last day before or the first day after a holiday or period of school intermission is due to a verifiable emergency/illness, the teacher shall communicate with their principal/supervising administrator on the approved form (see Appendix L) as soon as possible in order to minimize the disruption to the learning environment. In addition, the teacher shall notify the District Human Resources department via the online leave/substitute service as soon as possible prior to the absence, and provide written verification of the emergency/illness to principal/supervising administrator no later than five (5) work days following the end of the absence in order to only have the actual hours of leave deducted from the teacher's annual leave. Otherwise, one and one half (1.5) times the actual hours of leave will be deducted from the teacher's annual leave.

21.2 At the end of an academic year, all unused annual leave hours up to forty-two (42) may be added to the individual teacher's accrued sick leave hours. If a teacher has a balance of unused annual leave hours greater than forty-two (42) hours, the teacher may request to be paid $60.00 for each group of seven (7) hours above forty-two (42) hours up to a maximum of thirty-five (35) hours. Any remaining hours after the payout shall also be added to the individual teacher's accrued sick leave hours. Requests to receive the pay out of hours must be submitted to the Human Resources department on the approved electronic form by the last work day in May of each year. Payment for approved hours will be made in July of each year. If a request for annual leave payout is not made, all remaining annual leave hours will be added to the individual teacher's accrued sick leave hours. (The above will be applied on a prorated basis for less than 1.0 FTE employees.)

Annual leave hours will be zeroed out at the end of the contract year following the any eligible addition to accrued sick leave hours and pay out.

21.3 Accrued sick leave may only be accessed after all annual leave days have been utilized.

21.4 Accrued sick leave with full pay is granted to teachers absent from duty due to personal illness or injury of the teacher or their family member. Such paid leave will only be granted if the teacher has available hours.

21.5 After a teacher has exhausted annual leave and accrued leave, the teacher will be paid for the duration of the personal illness or injury of the teacher or their family member until the end of that academic year, whichever occurs first, the difference between the teacher's per diem salary and a per diem rate paid to the teacher's substitute teacher or teachers. This per diem pay formula shall not apply to teachers on unpaid leaves contained in this Agreement.

21.6 Any teacher who resigns or chooses to have a reduction in FTE prior to the end of the academic year shall reimburse the District for the cost of substitutes for annual leave used but not earned. All annual leave is provided for use at the beginning of the academic school year, however it is earned on a monthly basis at a rate of seven and seven tenths hours (7.7) a month. Hours will be prorated for part-time employees.

21.7 Any teacher who is non-renewed for any reason, shall have any remaining hours of annual leave converted to accrued sick leave at the time of notice of non-renewal. Use of such hours will be granted for absence from duty due to personal illness or injury of the teacher or their family member in accordance with Article 21.4 of this Agreement.

21.8 If a teacher is utilizing accrued sick leave, and is absent more than three (3) consecutive days for illness, a physician's statement of cause and duration will be provided to the principal/supervising administrator. Such physician's statement must be presented to the teacher's principal/supervising administrator no later than five (5) work days following the absence.

21.9 Anyone retiring through PERA with ten (10) years of service in the District or who leaves the District with twenty (20) or more years of service with the District will receive $50.00 for each seven (7) hour increment of unused sick leave above two hundred ten (210) hours up to a maximum of eight hundred seventy five (875) paid hours.

ARTICLE 22 – SICK LEAVE BANK

22.1 The purpose of this Sick Leave Bank is to provide a bank of sick leave hours from which a member may draw in case of extended absences due to illness/disability which renders the member incapable of working.

22.2 All teachers as defined in Article 1.1 in the Agreement, exclusive of foreign exchange teachers, are eligible to join the Sick Leave Bank.

22.3 Each teacher has the option of joining the Sick Leave Bank during the open enrollment period.

22.4 Each full-time licensed employee shall contribute seven (7) hours to the Sick Leave Bank. All other licensed employees shall contribute a pro-rated number of hours based on their FTE (a 0.5 FTE employee would contribute three and one half (3.5) hours).

22.5 The minimum number of hours in the Bank shall be one thousand nine hundred fifty (1,950). Should the number of available hours drop below the minimum, each member shall be automatically assessed the number of hours equivalent to their FTE. Notification will be sent prior to assessment. Inability to contribute will not prevent an individual from being a member for the remainder of that school year. The next year the member will be assessed the seven (7) hours to continue their membership in the Sick Leave Bank.

22.6 Hours contributed or assessed become part of the Bank and are no longer included in a teacher's current or accumulated sick leave.

22.7 A member may terminate membership by submitting a written letter to the Department of Human Resources. However, the hours contributed may not be withdrawn.

22.8 Operation and administration of this Bank will be by the Sick Leave Bank Governing Board. This Board will consist of five (5) voting members – three (3) teachers appointed by the Association and two (2) administrators appointed by the Superintendent, both groups for two (2) year terms. A minimum of three (3) voting members must be present in order to conduct business of which no more than two (2) can be teachers.

22.9 Application for use of hours must be made by the member to the Sick Leave Bank, any time prior to but within thirty (30) calendar days after the member returns to work. Applications submitted at a time outside these limits will not be considered by the Bank Board.

22.10 The Sick Leave Bank Governing Board will consider only those requests which include all of the following:

22.10.1 A licensed physician's verification that the illness or disability renders the employee incapable of working.

22.10.2 Past history of sick leave use.

22.10.3 Actual or anticipated date of return to work.

22.11 The Sick Leave Bank Governing Board shall have the authority to request additional information, including a request to the Superintendent to use Policies GBGA and GBGA-R (Physical/Mental Examination).

22.12 Decisions of the Sick Leave Bank Board with respect to eligibility for Bank sick leave days shall be final and binding and not grievable.

22.13 Coincident with approval of hours by the Sick Leave Bank Governing Board, the approved number of hours will be deducted from the Bank. All hours granted from the Bank, but not used, will be restored to the Bank.

22.14 Hours will be approved for extended illness and/or disability of a member only. Hours will not be granted for a member to care for someone else who is ill or disabled.

22.15 Hours may be granted from the Bank only after the member requesting Leave Bank hours has used all his/her paid leave and has used one hundred forty (140) hours (or equivalent of twenty (20) contract days for employee) of leave where the employee has been paid the difference between his/her per diem salary and the per diem rate paid to a substitute teacher or teachers. (Refer to Article 21.4). Any teacher, who has been granted days from the Bank, shall not be required to meet the one hundred forty (140) hour sick leave use requirement for any subsequent requests within one (1) year from the initial granting of days by the Bank Governing Board.

22.16 The Sick Leave Bank Governing Board will review each individual request and may grant up to but not to exceed four hundred twenty (420) hours (sixty (60) days) in any single contract year.

22.17 A member who uses hours from the Bank will not be required to repay such days except as a regular contributing member of the Bank.

22.18 The Sick Leave Bank Governing Board will publicize once each year to the members of the Sick Leave Bank a summary of all action taken on requests and other information deemed appropriate.

22.19 Days from the Sick Leave Bank will not be granted for the following:

a District holiday.
b. Normal non-contracted days for the member requesting days.
c. Days beyond the school year in which the request for days is received.
d. Days in which worker's compensation are available to the member.

ARTICLE 23 – FAMILY LEAVE

23.1 Pursuant to the provisions of the Family and Medical Leave Act of 1993, employees may qualify for leave (if she/he has worked for at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of leave) for the reasons specified in the Act. Except in cases of emergency, the teacher shall give written notice to the Assistant Superintendent of Human Resources of intention to take leave at least thirty (30) calendar days prior to the date on which such leave is to begin. The notice shall also include the expected duration of the leave and a physician's statement certifying the qualifying event.

23.1.1 In accordance with federal law, only the time actually worked, including extra duty hours worked, is counted towards the 1,250 hours of service. Time not actually worked, including annual leave, accrued sick leave, bereavement leave, approved holidays, and any other time off is not counted towards the 1,250 hours of service. Unpaid leave of any kind or periods of layoff also are not counted.

23.1.2 In accordance with federal law, additional time worked outside of the classroom or at home counts towards the 1,250 hours of service required by the FMLA regulations (see FMLA §825.110) if the employee is identified as a teacher per the definition of Teacher provided Article 1.1 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J.

23.1.3 The District may request the teacher to provide documentation for the additional hours; however, whether or not documentation is requested and provided in accordance with federal law, the employer has the burden of showing the employee has not met the hours of service requirement (see FMLA §825.110).

23.1.4 In accordance with federal law, time when the employee would not have been required to report for duty, is not counted against an employees FMLA leave entitlement (see FMLA §825.600).

23.2 Employees who have accrued paid leave days will use the days for a qualified FMLA leave.

23.2.1 Employees who have exhausted FMLA leave or do not qualify for FMLA leave may use alternative forms of accrued leave without jeopardy to their employment, subject to the requirements of the particular category of leave.

23.3 Family Leave may be taken for the purpose of childbirth, placement of a child for adoption or foster care or to care for the employee or a member of the employee's immediate family when they have a serious medical condition. FMLA leave may be initiated and completed within twelve months of the qualifying event. Intermittent FMLA usage may not be approved per FMLA §825.120.

23.4 Teachers on Family Leave shall continue to receive, at District's expense, coverage under the District's group insurance plans described in Article 33, if the teacher is eligible for such plans.

23.5 Except under extenuating circumstances, a teacher returning from an approved leave will be returned to their former position. Under extenuating circumstances, a teacher will be placed in an equivalent position for which they are qualified (see FMLA §825.604).

23.6 Teachers granted leave shall not be granted step changes on the salary schedule unless the teacher worked a minimum of ninety-two (92) work days during the regular school year.

23.7 The period of leave shall not be considered to be an interruption of the continuous employment required by statute for the probationary period or the retention of employment.

23.8 Probationary Teachers. Nothing contained in this Article 23 shall be interpreted as limiting the Board's right to non-renew the teaching contract of a probationary teacher who is on family/sick leave.

23.9 The District may have a teacher's health status reviewed by a doctor of the District's own choosing, with the cost of such examination to be paid by the District.

ARTICLE 24 – PERSONAL LEAVE

24.1 Teachers who find it absolutely necessary to be absent for personal reasons shall report the circumstances to their principal or supervisor as soon as possible. These circumstances shall be kept confidential by the Administration. Upon good cause shown, the teacher's principal or supervisor may grant the teacher up to five (5) days of personal leave each academic year. The teacher will have one (1) day's salary deducted from the teacher's paycheck for each day of personal leave taken.

ARTICLE 25 - EXTENDED LEAVES

25.1 The Board may grant non-probationary teachers, upon application, a professional leave of absence without pay for up to one (1) academic year; to serve full time in the Peace Corps, Vista or for a recognized charitable organization; to serve full-time as an exchange or overseas teacher; to return to school as a full-time student; to teach full-time at an accredited college or university; or for full-time updating of vocational proficiency for certificate renewal, or the improving of skills related to the current vocational teaching assignment. Such leave may not be extended.

25.2 In the event a teacher seeks a professional leave which requires a commitment of more than one (1) academic year, the teacher, upon initial application for such leave, shall provide to the District acceptable documentary evidence which specifies the time required. Such evidence must be issued by the authorizing

agency or institution involved with the applicant's leave. Any leave request requiring more than two (2) academic years shall not be considered.

25.3 The Board may grant non-probationary teachers, upon application, a medical leave of absence without pay for restoration of the health of the teacher, the teacher's spouse, or the teacher's child, for up to one (1) academic year. Such leave may not be extended.

25.4 The Board may grant non-probationary teachers, upon application, an unpaid leave of absence for personal reasons for up to one (1) academic year. Such leave may not be extended.

25.5 The Board shall not arbitrarily, capriciously or unreasonably deny applications for the types of extended leaves described in this Article 25.

25.6 A teacher granted an extended leave may return to employment by the District on the salary schedule at the position earned when such leave was granted, on the condition that the teacher gives the District written notification by March 1 of intent to return from such leave; provided, however, that those teachers who, while on professional leave, were engaged in full-time teaching or vocational proficiency, will be granted if otherwise eligible, one (1) experience increment for such year.

25.7 During the period of an extended leave, a teacher shall, if eligible, have the option of maintaining coverage under the District's own group insurance plans described in Article 33 at the teacher's own expense.

ARTICLE 26 – MILITARY LEAVE

26.1 Teachers who are involuntarily summoned for military service may apply to the Board for military leave of absence to extend for such time as emergency call requires their service with the military forces.

26.1.1 Paid military leave is limited to fifteen (15) calendar days.

26.2 The District will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and CRS 28-3-601 Public Employees-Annual Military Leave as amended. If there are any discrepancies between this policy and USERRA or state law, the District will comply with USERRA or state law as applicable. Teachers granted military leave of absence may return to employment and are entitled to the same compensation as if he or she were an active employee.

26.3 Military leave of absence approved by the Board shall not be considered as an interruption of non-probationary status.

26.4 Voluntary reenlistment or voluntary extension of duty shall terminate the military leave of absence granted by the Board.

ARTICLE 27 – CIVIC DUTY LEAVE

27.1 Teachers who are involuntarily summoned for jury duty, subpoenaed to be present in court or to give testimony, or required to appear in court or at hearings in connection with the performance of their duties as employees of the District, will be granted civic duty leave with pay for such time as is required by the summons or subpoena. Civic duty leave will not be granted to teachers required to appear in court as defendants in civil or criminal matters which are not related to their employment by the District.

27.2 Teachers who are elected to public office shall be granted civic duty leave without pay for the term of their elected office. A teacher on such approved leave may continue to receive all fringe benefits for which the teacher remains eligible at the teacher's own expense.

27.3 Teachers who are requested to assist public officials during natural disasters occurring in the area will be granted paid civic duty leave if approved by the Superintendent.

ARTICLE 28 – BEREAVEMENT LEAVE

28.1 Bereavement leave with pay, not to exceed five (5) days per year, will be granted to each teacher. A teacher may use up to an additional five (5) days per year of that teacher's annual leave for bereavement purposes for each additional death during that academic year.

ARTICLE 29 – LENGTH OF CONTRACT YEAR/SCHOOL CALENDAR

29.1 The contract year for teachers who have been employed by the District for one (1) or more years shall be one hundred eighty-six (186) days. Teachers in their first year of employment with the District will have three (3) additional contract days for District and building-level orientation and induction. As such, the contract year for teachers in their first year of employment with the District one hundred eighty-nine (189) days.

29.2 The school calendar shall be as determined by the Board; provided, however, that the Association shall have the right to make its recommendations to the Superintendent regarding the school calendar.

ARTICLE 30 – TERMINATION OF EMPLOYMENT

30.1 The Board may dismiss probationary and non-probationary teachers for the grounds and in accordance with the procedures established by Colorado statutes.

30.2 The Board may cancel the contracts of teachers because of a justifiable decrease in the number of teaching positions in accordance with the procedures set forth in Article 36 of this Agreement.

30.3 The Board may non-renew the teaching contracts of probationary teachers pursuant to the provisions of Colorado statutes.

30.4 If a probationary teacher desires a review of the non-renewal of the teaching contract, the review can be conducted through the grievance procedure. Such review shall be limited to alleged violations concerning the interpretation or application of the provisions of this Agreement, and the review shall not address the validity of the administrator's professional judgment concerning the teacher's job performance providing the administrator has followed the assessment procedures set forth in Article 6 of this Agreement.

30.5 The Board agrees that the following procedures shall apply to probationary teachers whose evaluation reports recommend reemployment for the following academic year, but whose contracts for the following academic year are not renewed:

30.5.1 The teaching contracts of all such first-year and second-year probationary teachers within the endorsement area affected shall be non-renewed before the teaching contracts of any third-year probationary teachers within that endorsement area are non-renewed.

30.5.2 If some, but not all, of the teaching contracts of first-year and second-year probationary teachers within an endorsement area are to be non-renewed, the Board shall in its sole discretion, determine which contract or contracts shall be non-renewed.

30.5.3 If some, but not all, of the teaching contracts of third-year probationary teachers within an endorsement area are to be non-renewed, the Board shall, in its sole discretion, determine which contract or contracts shall be non-renewed.

30.6 If, prior to the following November 1, a position becomes available in the District in an endorsement area where the contracts of probationary teachers have been non-renewed, such former teachers who hold an appropriate endorsement will be given the opportunity to apply for such position.

30.6.1 Third-year probationary teachers in the affected endorsement area will be given first opportunity to apply and be interviewed for such position.

30.6.2 If the position is left unfilled, then first and second year teachers in the affected endorsement area will be given the opportunity to apply and be interviewed for the position.

30.6.3 If a former teacher is reemployed as a result of such interview, all benefits which the teacher had earned as of the effective date of non-renewal of the teacher's teaching contract, including unused sick leave, credit toward acquiring non-probationary status, credit for sabbatical eligibility, and salary schedule placement will be restored to such teacher.

30.6.4 All persons who are interviewed for this position will be considered for other vacancies that occur within their endorsement area in this building for a period of ninety (90) calendar days.

ARTICLE 31 – ASSOCIATION RIGHTS

31.1 Association President

31.1.1 The Association President shall be granted full release time for the academic year during which the President holds such office. During such year, the President shall be relieved of his/her teaching duties without loss of salary, fringe benefits or status and the Association shall reimburse the District an amount equal to 123% of base salary (base salary is step 1 of the salary schedule).

31.1.2 The Association President and Vice-President shall have the right to visit schools provided that such visits are coordinated in advance with the building principal.

31.2 Association Leave

31.2.1 The Association will be granted one hundred (100) days of Association Leave each academic year to permit its members to participate in Association activities, excluding negotiations with the District, as determined by the Association president or designee.

31.2.2 If additional days are required for Association related activities, the Association will reimburse the District for the cost of any substitute teachers hired by the district for Association members who take Association Leave.

31.2.3 Subject to the limitations as set forth in this Article, the use of Association Leave will be determined by the Association. Except in cases of emergency, the Association President will provide the Superintendent and the teacher's principal or supervisor with three (3) days' advance written notice of the use of Association Leave. In cases of emergency, the Association President will provide the Superintendent and the teacher's principal or supervisor with as much advance notice as circumstances permit. Any such notice shall include the name of the teacher, the date on which Association Leave will be taken, and the purpose for which such leave will be used.

31.2.4 Except to attend Association activities as designated by the Association President or designee, no teacher will be granted Association Leave for more than five (5) days each academic year, excluding negotiations, without prior approval of the Superintendent or designee. Under normal circumstances, such approval shall be in writing.

31.2.4.1 Activities co-sponsored/supported by the District and the Association that require Annual Leave for design, for implementation, and/or for presentations shall not be

counted in the five (5) days in an academic year and shall require prior approval of the Superintendent or designee.

31.2.5 Association Leave for Negotiations Dates selected by both District and Association teams to meet shall normally not exceed ten (10) dates and shall be authorized by the Association President and Superintendent or designee.

31.2.5.1 If more than five (5) additional days are required for negotiations related activities, the Association will reimburse the District for the cost of any substitute teachers hired by the district for Association members who take Association Leave.

31.3 School Board

31.3.1 On any new or modified fiscal, budgetary, tax program, construction program, or major revision of educational policy which is proposed or under consideration, the Association may inform the Board of the Association's position with respect to such matters.

31.3.2 On matters of educational policy and programs, the Association will work with the Board through school officials to help plan and implement mutually agreeable programs to the benefit of the children, teachers and District.

31.3.3 The Board agrees to furnish the Association, upon request, all information which is available to the public concerning the financial resources of the District and other public information, including but not limited to, preliminary and final budgets, audits and any directory of teachers.

31.3.4 A copy of the agenda and other pertinent material shall be sent to the President of the Association prior to regular or special meetings. In addition, copy of any information or materials distributed to the Board at such meetings shall be provided to the Association at the time of distribution.

31.3.5 Neither the Board nor the Superintendent shall deny the Association's request to be on the agenda of a regular Board meeting or to speak to any item on the agenda in accordance with established "sign-up" procedures.

31.4 School Facilities

31.4.1 The Association may, upon prior approval, use the school buildings and facilities for meetings as long as such meetings do not interfere with normal school operations.

31.4.2 One (1) Association bulletin board, or adequate space, shall be provided in each building for the posting of Association notices. The Association representative shall post all material on said bulletin board.

31.4.3 The Association may use the teachers' mail boxes and the intra-District mail for communication except that materials advocating the nomination or election of any candidate for public office may not be distributed in teachers' school mail boxes or posted on school or Association bulletin boards. The parties agree that the provisions of this Article 31.4.3 shall not be interpreted to prohibit the Association from placing in teachers' mail boxes one (1) document setting forth its endorsements prior to any election. The Association shall provide a courtesy copy of all materials distributed to teachers through such mail boxes and the intra-District mail to the Superintendent and the building principal at the time of distribution.

31.5 Association Representatives

31.5.1 The Association shall have the right to have an Association representative or representatives at each school/District-level department. The Association Board of Directors and the Association Representative Council typically meet on the second and third Tuesdays of each month for

Association business. Attendance at such meetings shall be honored when building meetings are scheduled when possible.

31.5.2 Each administrative unit will have a Master Agreement Implementation Committee. Assignment to this committee shall be as designated in writing by the Association. The principal and the Association representative will work with such committee to see that this Agreement is being carried out in the building.

31.5.3 The Association representative shall have the right to carry out Association business on the condition that such activities do not interfere with the normal job responsibilities and duties of teachers.

31.5.4 Membership and participation on the Association Board of Directors, Association Representative Council, and the School Building Committee shall meet the State and/or District requirements for Supervision and Evaluation. The building Association representative may choose to be a standing member on the building Leadership Team.

31.6 Payroll Deductions

31.6.1 Required payroll check deductions are Federal income tax, State of Colorado income tax, Medicare if applicable, Public Employees' Retirement Association and deductions required by court order.

31.6.2 Payroll check deductions authorized upon written request by teachers are IRS and District-approved tax sheltered annuity contracts, United Way program, Board approved Education Foundations, Association deductions, the District's group health insurance plan, St. Vrain Valley Credit Union, PERA Survivor's Insurance and Board approved Section 125 plans.

31.6.3 Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the District through the Association's representatives, a form authorizing deduction of membership dues in the Association, including dues for the Colorado Education Association, the National Education Association and contributions to SVVEA PAC. The Association deduction authorization shall continue in effect from year to year unless revoked in writing by the teacher through the Association between June 15 and July 15 of any year. Pursuant to such authorization, the Board shall deduct the dues in equal monthly installments from the regular salary check of the teacher for the balance of the contract. The Association shall indemnify and hold the Board and District harmless from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken by the Board or District for the purpose of complying with the provisions of this section.

31.6.4 No other payroll deductions for direct payment to any company or association may be made without authorization by the Board.

31.7 At New Teacher Orientation, the Association shall be provided with a location on site to provide information to teachers new to the district with Superintendent approval.

ARTICLE 32 – HORIZONTAL INCREMENTS

32.1 The provisions of this Article 32 are applicable to all teachers except non-degree vocational teachers. Requirements for horizontal increments for non-degree vocational teachers are set forth in Article 34.

32.2 Teachers may use the types of credit described in this Article 32 for horizontal increments on the Classroom Teachers' Salary Schedule. Except as otherwise provided in Article 32.5 below, the District will also recognize credit which is granted by an institution of higher education accredited by the North Central Association or by a comparable accrediting agency, and which is based on traditional requirements for the

earning of credit including, but not limited to, class attendance, out-of-class preparation, and successful completion of the course.

32.3 Hours of graduate credit shall be recognized by the District for horizontal increments if such hours are in fulfillment of the requirements for an advanced degree program in education.

32.4 Hours of graduate credit shall be recognized by the District for horizontal increments if such hours are directly related to the applicant's teaching assignment at the time of enrollment in the graduate level course.

32.5 The District may grant, in its sole discretion, credit for horizontal increments for undergraduate credits which meet the requirements of Article 32.2, workshops, District sponsored inservice courses, or educational travel on the condition that prior written approval is obtained through the Office of Professional Development prior to enrollment in the undergraduate course, workshop, or prior to departure on educational travel.

32.6 Horizontal increments on the Classroom Teacher's Salary Schedule will be implemented only on September 1 and on January 1. To qualify for such increment, the credit must have been completed by September 1 or January 1 and a transcript received by the District not later than October 15 or February 15. The pay will be made retroactive to the beginning of the contract year and to the beginning of the new calendar year respectively. The amount of retroactive pay that begins for the new calendar year will be prorated according to the number of days that remain from the beginning of the new calendar year to the last duty day of the contract year.

32.7 Hours of credit shall be recognized for horizontal increments when such hours are in fulfillment of District approved staff development/CDE relicensing courses.

32.8 Any hours recognized by the provisions set forth in Article 32, above a B.A., which have not been used in obtaining an M.A. or have not been previously applied to a horizontal increment on the salary schedule may be applied to horizontal increments above the M.A.

ARTICLE 33 – GROUP INSURANCE PLAN

For the 2018-19 school year, the District shall fund health insurance for employee-only premiums for the teachers at an employee contribution level of $15.00 per month, regardless of the individual coverage selected by the teacher.

For the 2018-19 school years, the District shall cover the increase for the employee-only dental premium.

33.1 Regardless of the actual insurance plan selected by the teacher, the monthly teacher contribution toward the cost of employee-only coverage may be up to three percent (3%) of the monthly premium for the highest cost employee-only plan offered by the District. The District will contribute the remaining monthly premium for the employee-only plan. Any teacher contribution increase will be effective January 1, 2017 through December 31, 2017 and January 1, 2018 through December 31, 2019. The specific District contribution amount is dependent upon the actual insurance plan selected by the teacher.

33.2 The District will contribute the employee-only premium cost of dental insurance coverage under the District's group dental insurance plan for each eligible teacher who enrolls for such coverage.

33.3 The District will contribute the premium cost of $40,000 accidental death and dismemberment and life insurance coverage under the District's group insurance plan for each eligible teacher who enrolls for such coverage.

ARTICLE 34 - VOCATIONAL TEACHERS' SALARIES

34.1 Definitions

34.1.1 "Qualified previous teaching experience" shall mean teaching experience in regular accredited public schools, state-approved or recognized as accredited private K-12 schools, public or private junior and community colleges, colleges, universities, vocational-technical schools, state-approved post-secondary vocational schools and proprietary schools that are approved by the State Board for Community Colleges and Occupational Education or a similar state agency if from outside Colorado.

34.1.2 "Qualified work experience" must have been specifically in the area in which the teacher is assigned to teach, on a full-time, paid basis, and completed after age 16.

34.1.3 Two-thousand (2,000) on-the-job hours shall constitute one (1) year of qualified work experience.

34.1.4 "Approved hours" mean undergraduate hours, graduate hours or specialized, technical undergraduate hours which are directly related to the applicant's teaching assignment at the time of enrollment in the course and which are approved in writing by the Assistant Superintendent of Human Resources prior to enrollment in the course.

34.2 Non-Degree Teachers. Vocational teachers employed by the District in the vocational program who hold a Vocational Certificate but who have not earned a degree are eligible for placement on the current Classroom Teachers' Salary Schedule in accordance with the following provisions:

34.2.1 Five (5) years of "qualified work experience" will qualify the teacher for placement on Entry Level of the B.A. Column of the Salary Schedule.

34.2.2 One (1) step on the Schedule will be granted for each year of "qualified previous teaching experience," for each year of "qualified work experience," or for any combination thereof in addition to the five (5) years of "qualified work experience" described in Article 34.1.2 above; provided, however, that the maximum entry level on the Schedule shall be Step 10 of the B.A. Column, for example, assume that a newly hired vocational teacher had a combination seventeen (17) years of "qualified work experience" and "qualified previous teaching experience:" five (5) years of that teacher's "qualified work experience" would qualify that teacher for placement on Entry Level, and the remaining twelve (12) years of a combination of "qualified work experience" and "qualified teaching experience" would qualify that teacher for an additional twelve (12) steps on the B.A. Column. However, that teacher would begin employment placed on Step 7 of the B.A. Column due to the maximum step limitation.

34.2.3 To be recognized for purposes of salary schedule placement, previous teaching or work experience must have been completed within seventeen (17) years immediately prior to the first year of employment by the District as a vocational teacher. Further, no credit will be granted for previous teaching experience acquired at a time the teacher was not vocationally certified.

34.2.4 The teacher will move from the B.A. Column to the B.A.+20 Column upon completion of twenty (20) "approved hours." Upon the subsequent completion of a block of twenty (20) "approved hours," the teacher will move to the B.A.+40 Column. To move to the Master's Degree Column, the teacher must earn a master's degree. The teacher must complete a minimum of ten (10) hours of education/vocational education courses in each block of twenty (20) hours.

34.3 Degree Teachers. Vocational teachers employed by the District in the vocational program who hold a Vocational Certificate and who have earned a degree are eligible for placement on the current Classroom Teachers' Salary Schedule in accordance with the following provisions:

34.3.1 For teachers who hold a B.A or advanced degree, one (1) step on the Salary Schedule will be granted for each year of "qualified previous teaching experience," for each year of "qualified work experience," or for any combination thereof; provided, however, that the maximum entry level on the Salary Schedule shall be Step 7 of the appropriate Column.

34.3.2 To be recognized for purposes of salary schedule placement, previous teaching or work experience must have been completed within the seventeen (17) years immediately prior to the first year of employment by the District as a vocational teacher.

34.3.3 In addition to meeting the requirements of Article 33 (Horizontal Increments), vocational teachers employed by the District who hold a Vocational Certificate and who have earned a degree, must complete a minimum of ten (10) hours of education/vocational education courses for each horizontal increment. However, for such teachers, the District will allow a maximum of twenty (20) "approved hours" as defined in Article 34.1.4 for each horizontal increment.

ARTICLE 35 – REIMBURSEMENT FOR TRAVEL EXPENSES

35.1 The District shall provide reimbursement for authorized travel expenses by teachers.

35.2 Teachers with assignments regularly scheduled in more than one (1) school will receive the District's current mileage allowance for use of private automobiles or a monthly rate based on such amount.

ARTICLE 36 – CANCELLATION OF TEACHING CONTRACTS

36.1 Definitions

36.1.1 "Cancellation of contract" shall mean the termination of the teaching contract of a probationary teacher during the term of such contract for the reasons set forth in this Article, or the termination of the teaching contract of a non-probationary teacher at any time for the reasons set forth in this Article. The non-renewal of the teaching contract of a probationary teacher is not a cancellation of contract, and no objection to such a non-renewal may be filed under this Article.

36.1.2 "Endorsement" shall mean the designation on a teacher's teaching certificate/license issued by the Colorado Department of Education of grade level, subject matter, or service specialization.

36.1.3 As used in this Article, "days" shall mean calendar days.

36.2 Grounds for Cancellation of Teaching Contracts

36.2.1 The Board shall have the right to cancel the teaching contracts of teachers when the Board, in its sole discretion, finds that a justifiable decrease in the number of teaching positions is required. The following are examples of circumstances which may result in a justifiable decrease in the number of teaching positions:

36.2.1.1 Financial or other exigency so declared by the Board;

36.2.1.2 Budgetary limitations;

36.2.1.3 Decrease in student enrollment;

36.2.1.4 Elimination, curtailment of reorganization of a curriculum offering, program or school operation;

36.2.1.5 Consolidation of two (2) or more individual schools not related to a financial exigency;

36.2.1.6 Decline in subject or grade level enrollment.

36.3 Procedure for Cancellation of Teaching Contracts

36.3.1 When a justifiable decrease in the number of teaching positions within a particular endorsement area occurs, teachers occupying such positions who are employed under letters of authorization or less than a one-half (0.5) time teaching contract shall have their employment terminated before the contracts of probationary teachers are canceled, and the contracts of probationary teachers shall be canceled or non-renewed before the contracts of non-probationary teachers are canceled.

36.3.2 When the Superintendent has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area may occur, and that such a decrease may require the cancellation of the teaching contracts of one (1) or more non-probationary teachers, the Association shall be given notification thereof and shall be provided the opportunity for its representatives to discuss the possibility of such cancellations with the Superintendent. The notification shall include the number of positions to be decreased. The discussion shall also include the rationale for the decreases.

36.3.3 When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement areas has occurred or is about to occur, the District agrees to make reasonable efforts to avoid canceling the teaching contracts of non-probationary teachers within such endorsement area through consideration of the following means: retirement, resignations, extended leaves-of-absence, changes of assignment, teacher-initiated transfers and District-initiated transfers.

36.3.4 If, after having complied with the provisions set forth in Article 36.3.1 through 36.3.3 above, and any applicable government laws, regulations or orders, the District determines that the teaching contract(s) of non-probationary teachers within any endorsement area or areas must be canceled, the non-probationary teacher within the endorsement area or areas affected shall be assigned to one (1) of the following groups:

36.3.4.1 Group 1. Teachers with four (4) through six (6) academic years of continuous employment by the District.

36.3.4.2 Group 2. Teachers with seven (7) through nine (9) academic years of continuous employment by the District.

36.3.4.3 Group 3. Teachers with ten (10) through twelve (12) academic years of continuous employment by the District.

36.3.4.4 Group 4. Teachers with thirteen (13) to fifteen (15) academic years of continuous employment by the District.

36.3.4.5 Group 5. Teachers with sixteen (16) to eighteen (18) academic years of continuous employment by the District.

36.3.4.6 Group 6. Teachers with nineteen (19) to twenty-one (21) academic years of continuous employment by the District.

36.3.4.7 Group 7. Teachers with twenty-two (22) to twenty-four (24) academic years of continuous employment by the District.

36.3.4.8 Group 8. Teachers with twenty-five (25) or more academic years of continuous employment by the District.

36.3.5 Pursuant to Article 36.3.4 above, the canceling of the teaching contracts shall be as follows: the teaching contracts of all teachers within an endorsement area within Group 1 shall be canceled before any of the teaching contracts of teachers within Group 2 are canceled; the teaching contracts of all teachers within an endorsement area within Group 2 shall be canceled before any of the teaching contracts of teachers within Group 3 are canceled; and so on. A teacher whose contract is considered for cancellation in one (1) endorsement area shall have the option to displace another teacher in a "different endorsement area" if such displacing teacher (a) then holds an endorsement in the "different endorsement area" and then (b) the displaced teacher is in a lower-numbered Group than the displacing teacher.

36.3.6 In Article 36.3.4 above, a teacher shall be deemed to have completed an "academic year" of continuous employment as a teacher if such teacher is employed by the District as a certificated employee, including administrator, for more than fifty percent (50%) of the work days during such academic year.

36.3.7 In Article 36.3.4 above, "continuous employment" will not be deemed to have been interrupted during the period of any paid leave of absence, long-term unpaid professional leave of absence or unpaid military leave of absence which is granted by the Board. The period of any unpaid leave of absence (other than long-term unpaid professional leave or unpaid military leave) granted by the Board shall not be considered to be an interruption of "continuous employment," but the time of such unpaid leave shall not be included in determining whether a teacher has accrued an "academic year" for purposes of assignment to a Group.

36.3.8 If some but not all of the teaching contracts of teachers within an endorsement area within any Group are to be canceled, the Board shall, in its sole discretion, determine which contract or contracts shall be canceled.

36.4 Notice to Individual Teacher

36.4.1 If the Board acts to cancel contracts, it shall give written notice of that fact by certified mail, return receipt requested, to each teacher whose contract is being canceled. If the date on which the cancellation of contract is to be effective is the beginning of the academic year, notice thereof shall be given on or before July 1. The notice shall include the date on which the cancellation of contract is to be effective, a statement of the conditions requiring cancellation of contract, a general description of the procedures followed in making the decision, and a disclosure of the general data on which the decision was based. The teacher's address, as it appears in the teacher's personnel file maintained in the District's Office of Human Resources, shall be deemed to be the correct address. It shall be the teacher's responsibility to ensure that the personnel file maintained at the District's Educational Service Center contains current and accurate information regarding the teacher's endorsement or endorsements contained in such file as of twenty (20) days prior to the date on which the Board acts to cancel a teacher's contract. The District shall have the right to rely upon the accuracy of the teacher's mailing address as of the date of any mailing made by the District.

36.5 Review of Cancellations

36.5.1 Within ten (10) days after receiving a notice of cancellation of contract, a teacher may request a review of the action by an arbitrator selected in the manner provided for in Article 5.2.4.2 above. Review may be had solely to determine the following issues:

36.5.1.1 Whether there was a rational basis for the Board's determination that a justifiable decrease in the number of teaching positions was required; or,

36.5.1.2 Whether the cancellation procedure provided for in this Article was arbitrarily or capriciously applied; or,

36.5.1.3 Whether the decision to cancel the teaching contract of a particular teacher was arbitrary or capricious.

36.5.2 The review shall be conducted in accordance with the procedures set forth in Article 5 - Grievance Procedure.

36.6 Exclusive Procedure

36.6.1 This procedure set forth in this Article is the only District procedure that may be used in cancellation of teaching contracts. No other personnel action other than cancellation of teaching contracts may be considered under this procedure. The parties agree that the procedures established by this Article, and the hearing provided for under such procedures, shall meet the requirements established by statute and by the Colorado Supreme Court concerning the cancellation of a teacher's contract.

36.7 Reemployment of Non-Probationary Teachers

36.7.1 If a position becomes available in the District in the same endorsement area where non-probationary teachers' contracts have been canceled within one (1) year after the effective date of such cancellation(s), former teacher or teachers will be offered reemployment by the District in the reverse order that their contracts were canceled. When reemployed, the teacher would be placed at the position on the salary schedule earned when cancellation of contract occurred.

36.7.2 Former teachers will be notified of the availability of such positions by certified mail and by any additional form(s) of notice which the District chooses. Such teacher will have three (3) days from the date on which they receive such notice, or seven (7) days from the date on which the certified letter is mailed, whichever is longer, to accept or reject the offer of reemployment.

ARTICLE 37 – TERM OF AGREEMENT

37.1 This Agreement shall become effective on July 1, 2018, and shall remain in effect until June 30, 2020. Negotiations concerning a successor Agreement shall be in accordance with Article 4 and Appendix F.

ARTICLE 38 – REQUEST FOR VARIANCE OF AGREEMENT LANGUAGE

38.1 When plans for improving student achievement alter a schools' programming to the extent that options cannot be developed without violating the Agreement, a Request for Variance must be initiated.

38.1.2 A Variance Review Committee will be established composed of three (3) Association appointees and three (3) District appointees, both groups for two (2) year, staggered terms. All members of the Variance Review Committee shall be provided with release time adequate to perform their duties.

38.1.3 The Principal shall notify the Assistant Superintendent of Human Resources and the President of the SVVEA of the intent to request a variance.

38.2 At a faculty meeting, the specific contract language will be identified and discussed. The discussion should include the ramification of the variation of the cited article and section, what alternative will be implemented, how the alternative would solve the identified problem, and whether the alternative is fair and equitable to all staff.

38.2.1 The requested variance must be supported by a consensus at the site. Consensus as used here means that those impacted by the proposed variance are in agreement with it or at least agree to support it.

38.2.2 Ballots will be prepared by the principal and the SVVEA Building Representative. All teachers assigned to the building will be eligible to vote. The vote will be by a confidential, written ballot and conducted at a faculty meeting. The votes will be tallied by the principal and the SVVEA Building representative and reported on the appropriate form. The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote. A minimum of two-thirds (2/3) of the teachers must vote in the affirmative to deviate from the contract for the request to be forwarded to the Variance Committee.

38.3 Requests for contract variances will be submitted to the Variance Review Committee charged with the following responsibilities:

- insure that the resulting action does not violate state or federal regulations or laws.
- consider the impact of requested variances on other parts of the District or its operation.

A copy of the Request for Variance of Agreement Language form is included in the Appendices of this Agreement.

38.4 Each site's requested variance is considered individually and on its own merits. Variances are not precedent setting. Variances are granted by two-thirds (2/3) agreement of the Committee. Variances may be granted for up to two (2) years, with a minimum of yearly evaluation to the Variance Committee. Sites must reapply after two (2) years, if desiring to continue variance, following the process as stated above.

38.5 If the principal and faculty determine that the variance needs to be modified or discontinued, it may be brought to a faculty vote at anytime, and then continued through the above stated process.

ARTICLE 39 – COLLABORATIVE DECISION MAKING

39.1 The District and the Association agree that giving teachers increased responsibility for sharing decisions fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of the learning environment.

39.2 In support of shared decision making the District and Association agree that certain topics will be brought to a collaborative decision making process in order to reach an end result.

39.2.1 Such topics may include, but are not limited to, budget, programming, instructional practices, staffing, school improvement plans, scheduling, Multi-Tiered System of Supports/Response to Intervention (MTSS/RtI), use of time, meetings' agenda items, and professional development time.

39.3 The collaborative decision making process will be achieved by individual buildings implementing a process for teachers' and administrators' voices and interests to be considered and valued in decisions that will be made, shared, communicated. Decisions based on this process ensure that all stakeholders have a voice and will support decisions.

39.3.1 Annually, not later than the September late start day, the collaborative decision making process shall be communicated to staff at each site.

39.4 In the collaborative decision making process the following elements will be evident:

39.4.1 At the outset of the process, the supervisor shall inform participants of the scope and sequence of the discussion and the manner in which the final decision will be made (collaborative, consultative or directive).

39.4.2 Teachers and Administrators affected by the outcome will be given an opportunity to be represented in the process. This representation might vary from one (1) topic and/or building to another. (*leadership teams, grade level teams, departments, ad hoc committees)*

39.4.3 Communication about the issue, process of decision making, and the decision will be shared openly with all affected parties.

39.4.4 Members of the staff will know how to access information regarding the process used in reaching decisions.

39.4.5 The parties recognize that these higher levels of input should result in shared ownership of decisions.

39.4.5.1 No person shall take reprisals affecting the employment or working conditions of any participant in the collaborative decision making process.

39.5 The parties recognize that training in the collaborative decision making process will be necessary to successfully implement this process on a consistent basis throughout the District.

39.5.1 Each site will determine their training needs and implementation timeline.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: _____
President, Board of Education

Attest:

_____
Secretary, Board of Education

ST. VRAIN VALLEY EDUCATION ASSOCIATION

By: _____
President, Association

Attest:

_____
Secretary, Association

APPENDIX A

ST. VRAIN VALLEY SCHOOLS TEACHER SALARY SCHEDULE

2018-2019

Step	BA	BA+20	BA+40	MA	MA+20	MA+40	MA+60	MA+80/Dr
1	40,000	41,500	43,000	44,500	46,000	47,500	49,000	50,500
2	41,000	42,500	44,000	45,500	47,000	48,500	50,000	51,500
3	42,000	43,500	45,000	46,500	48,000	49,500	51,000	52,500
4	43,000	44,500	46,000	47,500	49,000	50,500	52,000	53,500
5	45,000	46,500	48,000	49,500	51,000	52,500	54,000	55,500
6	46,000	47,900	49,450	50,950	52,450	53,950	55,500	57,000
7	47,000	49,300	50,900	52,400	53,900	55,400	57,000	58,500
8	48,000	50,700	52,350	53,850	55,350	56,850	58,500	60,000
9	49,000	52,100	53,800	55,300	56,800	58,300	60,000	61,500
10	51,500	54,600	56,300	57,800	59,300	60,800	62,500	64,000
11	51,500	56,000	57,750	59,250	60,750	62,250	64,000	65,500
12	51,500	57,400	59,200	60,700	62,200	63,700	65,500	67,000
13	51,500	58,800	60,650	62,150	63,650	65,150	67,000	68,500
14		60,200	62,100	63,600	65,100	66,600	68,500	70,000
15		60,200	64,600	66,100	67,600	69,100	71,000	72,500
16		60,400	66,050	67,550	69,050	70,550	72,500	74,000
17		61,750	66,050	69,000	70,500	72,000	74,000	75,500
18			66,450	70,450	71,950	73,450	75,500	77,000
19			68,700	70,450	73,400	74,900	77,000	78,500
20				70,850	73,400	76,350	78,500	80,000
21				73,100	73,800	76,350	78,500	81,500
22					76,050	76,750	78,950	81,500
23						79,000	81,200	81,950
24								84,200

- The credit hours referred to on this Teacher Salary Schedule are listed in semester hours (S.H.).
- Salary schedule placement is governed by Appendix A of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J.
- Horizontal Increments are awarded pursuant to Article 32 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J and Board Policy GCB.

Orange: Base Salary
Blue: Developmental Steps
Green: Career Interval Steps
White: Standard Steps
Yellow: Temporary Steps

ST. VRAIN VALLEY SCHOOLS TEACHER SALARY SCHEDULE

Incremental Step and Lane Schedule

Step	BA	BA+20	BA+40	MA	MA+20	MA+40	MA+60	MA+80/Dr
1								
2	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
3	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
4	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
5	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
6	1,000	1,400	1,450	1,450	1,450	1,450	1,500	1,500
7	1,000	1,400	1,450	1,450	1,450	1,450	1,500	1,500
8	1,000	1,400	1,450	1,450	1,450	1,450	1,500	1,500
9	1,000	1,400	1,450	1,450	1,450	1,450	1,500	1,500
10	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
11	1,350	1,400	1,450	1,450	1,450	1,450	1,500	1,500
12	1,350	1,400	1,450	1,450	1,450	1,450	1,500	1,500
13	1,350	1,400	1,450	1,450	1,450	1,450	1,500	1,500
14		1,400	1,450	1,450	1,450	1,450	1,500	1,500
15		1,350	2,500	2,500	2,500	2,500	2,500	2,500
16		1,350	1,450	1,450	1,450	1,450	1,500	1,500
17		1,350	300	1,450	1,450	1,450	1,500	1,500
18			1,350	1,450	1,450	1,450	1,500	1,500
19			2,250	300	1,450	1,450	1,500	1,500
20				1,350	300	1,450	1,500	1,500
21				2,250	1,350	300	300	1,500
22					2,250	1,350	1,350	300
23						2,250	2,250	1,350
24								2,250
Edu. Lane at Step 1:		1,500	1,500	1,500	1,500	1,500	1,500	1,500

Orange: Base Salary
Blue: Developmental Steps
Green: Career Interval Steps
White: Standard Steps
Yellow: Temporary Steps

1. GENERAL PROVISIONS

1.1 Payment for annual experience increments, if any, shall be effective as of August 1.

1.2 The parties agree that for purposes of calculations and negotiations of subsequent Classroom Teachers' Salary Schedule, Step 1 of the BA lane of said schedule shall be considered as the Base of the schedule.

1.3 Temporary steps (yellow).

1.3.1 Temporary steps (yellow) were created when teachers were transitioned to the District's new salary schedule for the beginning of the 2015-16 school year. This is the only year that teachers could have been placed on a temporary step (yellow). Under no circumstances after placement as a result of the 2015-16 negotiated agreement, will a teacher be able to move into a temporary step (yellow), and the maximum standard step (white) is the last standard step (white) in the lane.

1.3.2 The temporary steps (yellow) are as follows:

- BA: Steps 11-13;
- BA+20: Steps 15-17;
- BA+40: Steps 17-19;
- MA: Steps 19-21;
- MA+20: Steps 20-22;
- MA+40: Steps 21-23;
- MA+60: Steps 21-23; and,
- MA+80/DR: Steps 22-24;

1.3.3 For the 2015-16 through 2019-20 school years, increases, if any, to the salary amounts for the temporary steps (yellow) shall be calculated at a reduced rate, depending on the lane:

- BA: 0% of Base increase;
- BA+20: 50% of the Base increase; and,
- All other education lanes: 75% of the Base increase.

1.3.4 Beginning in the 2020-21 school year, the base increase, if any, will no longer affect the temporary steps (yellow). In other words, the amount in the temporary steps (yellow) as of 2019-20 shall not increase, except as stated in Section 1.3.5 below.

1.3.5 If the maximum standard step (white) cell amount will become greater than one (1) or more of the temporary step(s) (yellow) cell amount in that lane, then the temporary step(s) (yellow) will be increased to match the maximum standard step (white) for that lane.

1.3.6 Expiration of temporary steps (yellow) in the Future: Temporary steps (yellow) shall expire and be removed from the salary schedule when no teachers remain in any of the temporary steps (yellow) in the lane and no teachers remain in any temporary steps (yellow) in any of the lanes to the left of the lane.

2. INITIAL SALARY SCHEDULE PLACEMENT FOR NEW HIRES

2.1 Credit for Prior Experience

2.1.1 The District shall only grant credit for previous teaching experience with a B.A. or higher degree.

2.1.2 Beginning in the 2015-16 school year, teachers will receive one (1) step for each year of prior qualified teaching experience, up to a maximum of six (6) years (to be placed at a maximum of Step 7).

2.1.3 Nothing in this section shall change how teachers were granted prior qualified experience step credit prior to the 2015-16 school year.

2.2 Horizontal Placement

2.2.1 The District shall only grant credit for initial horizontal placement based on earned undergraduate or graduate credit which is granted by an institution of higher education accredited by the North Central Association or by a comparable accredited agency, and which is based on traditional requirements for the earning of credit including, but not limited to, class attendance, out-of-class preparation, and successful completion of the course.

2.2.2 All credits shall be submitted on original transcripts.

3. EXTENDED CONTRACTS

3.1 Any teacher who is assigned to work for longer than the work days, as indicated in Article 29, and prior to the staff workshop or after school is out will be employed on the basis of an extended contract with the salary rate based on the teacher's contract salary for the regular school term.

3.1.1 Teachers whose assignments extend beyond the normal academic year shall be informed by the Department of Human Resources by May 1 of the current year as to the number of days and the nature of the assignments. Payment shall be made at such teacher's per diem rate and included in the salary check following the conclusion of said work.

3.1.2 Teachers whose assignments begin before the normal academic year shall be informed by the Department of Human Resources by June 1 of the current year as to the number of days and the nature of the assignments. Payment shall be made at such teacher's per diem rate and included in the salary check following the conclusion of said work.

The foregoing provision does not apply to employment for regular summer school programs or to special curriculum projects.

3.2 With their consent, non-classroom teachers may be assigned to a differentiated work year; i.e., upon the District's request, non-classroom teachers may agree to report to work prior to the staff workshop, to work on a day during the academic year which is not a scheduled work day, or to stay at work after school is out, on the condition that the total number of assigned work days does not exceed the number of days indicated in Article 29, as applicable.

3.3 Assignments of extra classes are to be based on the following:

3.3.1 Before requesting a teacher to teach an extra class, the principal and the appropriate Department of Human Resources staff shall consider the teacher's current work load.

3.3.2 Written acceptance by the teacher of the extra class must be filed with the principal and the Department of Human Resources.

3.3.3 The extra pay shall be one-sixth (1/6) of the teacher's current contract salary.

3.3.4 Only one (1) extra class per teacher shall be assigned.

4. HOURLY RATES

4.1 Principals may assign teachers, during their lunch and/or planning time, to "fill-in" for teachers who are on personal, sick, or business and emergency leave, or for teachers whose absence is necessitated by a school-related activity, and when it is not possible, feasible, or practical to provide a substitute teacher. The rate of pay for "fill-in" assignments shall be as follows:

15-35 minutes - $15.00
36-60 minutes - $30.00
61-90 minutes - $45.00

4.2 Driver education instructors who are assigned to work beyond the regular teacher work day shall be paid at the rate of $30.00 per hour.

4.3 Summer school instructors shall be paid at the rate of per hour.

4.4 All senior high schools are to provide remuneration from activity funds for teachers and others assigned to sell and take tickets at athletic contests. The rate of remuneration shall be determined by the District.

5. DISTRICT SERVICE PAY

All teachers who meet the continuous service requirements listed below as certificated employees of the District will receive a lump sum payment. Such payment will be made in June of each year. This pay is considered part of their salary for work performed and is PERA-includable.

22 - 24 years of continuous service = $1,400 annually
25 and greater years of continuous service = $3,400 annually

APPENDIX B

TEACHERS' EXTRA PAY FOR EXTRA WORK SCHEDULE

ACTIVITY		SENIOR HIGH
Basketball	Head	11.5%
	Assistant	8.5
Football	Head	11.5
	Assistant	8.5
Wrestling	Head	11.5
	Assistant	8.5
Track	Coed	11.5
	Head	9.5
	Assistant	6.5
Baseball	Head	9.5
	Assistant	6.5
Gymnastics	Head	9.5
	Assistant	6.5
Soccer	Head	9.5
	Assistant	6.5
Volleyball	Head	9.5
	Assistant	6.5
Cross Country	Head	8.5
	Assistant	6.5
Golf		6.5
Swimming	Head	8.5
	Diving/Assistant	6.5
Tennis	Head	8.5
	Assistant	6.5
Softball	Head	9.5
	Assistant	6.5
Cheerleader		8.5

* Teachers who coach in the same school in which they are a teacher will be paid three (3) additional percentage points (3%) beyond the amount listed on the above schedule.

1. GENERAL PROVISIONS

1.1 The foregoing extra-pay for extra-work schedule is intended to provide a means by which teachers are compensated for assignments which are outside regular duty hours.

1.2 Effective August 1 of each academic year, the base extra-pay for extra-duty salary shall be Step 1 of the Salary Schedule for Teachers. With each additional season or school year of experience in filling that particular extra-pay position, a teacher shall be entitled to an increase in extra-pay computed by multiplying the percentage stated for such extra-pay position by the base extra-duty pay by the percentage set forth opposite the next following step below:

Step	%
1	100.0
2	105.0
3	110.0
4	115.0
5	120.0

Step	%
6	125.0
7	130.0
8	135.0
9	140.0
10	145.0
11	150.0
12	155.0

1.3 Teachers assigned to extra-pay positions will be paid for such assignments in twelve (12) equal monthly installments.

1.4 Head varsity coaches who are assigned to continue such coaching beyond the normal league schedule shall be paid an additional $150.00 for each week of such assignment. The normal league schedule includes the league tournament. Assistant varsity coaches who are assigned to continue such coaching beyond the normal league schedule shall be paid an additional $110.00 for each week of such assignment.

1.5 The District may from time to time establish additional extra-pay positions, the pay for which shall be established by the District on the basis of comparable positions. The District shall promptly notify the Association of the establishment of such positions and the pay therefore. The pay for such positions shall, at the request of either party, be the subject of negotiations; provided, however, that the enumeration of such extra-pay positions in this Appendix B shall not be construed as placing any restriction or limitation on the District's absolute discretion at any time, to establish, to disestablish, to fill or not to fill any such positions.

1.6 Middle schools and elementary schools receive a yearly allotment of hours that provide a variety of activities which include intramurals. The types of activities offered will be determined by the staff and principals of the various schools. Staff members who provide these activities will be paid at the current negotiated hourly rate.

High schools receive a yearly allotment of hours to provide co-curricular activities. Staff members who provide these activities will be paid the current negotiated hourly rate.

2. CREDIT FOR PREVIOUS EXPERIENCE

2.1 No teacher shall enter the extra-pay schedule beyond the number of years of credit granted to such teacher for previous teaching experience, except as otherwise provided in subparagraphs 2.2, 2.3 and 2.4 below.

2.2 Any teacher moving from a middle school head coach to an assistant coach in a high school shall receive one (1) year of credit for each year of experience as an assistant coach of the same sport. If all such experience was in this District, the limitation described in subparagraph 2.1 above shall not apply.

2.3 Any teacher moving from any head coach to an assistant coach in the same sport shall receive one (1) year of credit for each year of experience. If all such experience was in this District, the limitation described in subparagraph 2.1 above shall not apply.

2.4 Any teacher reentering the extra-pay schedule shall receive one (1) year of credit for each year of experience in this District in the same sport. Under such circumstances, the limitation described in subparagraph 2.1 above shall not apply.

2.5 Any coach entering the extra-pay schedule shall receive one (1) year of credit for each year of experience as a head coach of the same sport.

2.6 Any assistant coach entering the extra-pay schedule as a head coach shall receive one (1) year of credit for each two (2) years of experience as an assistant coach of the same sport.

2.7 Any teacher moving from a middle school head coach to a high school head coach shall receive one (1) year of credit for every two (2) years of experience as a middle school head coach of the same sport.

2.8 Any teacher moving from a middle school assistant coach to a high school assistant coach shall receive one (1) year of credit for every two (2) years of experience as a middle school assistant coach of the same sport.

2.9 Any teacher moving from a middle school assistant coach to a high school head coach shall receive one (1) year of credit for every three (3) years of experience as a middle school assistant coach of the same sport.

APPENDIX C

PARAMETERS FOR CO-CURRICULAR AND INTRAMURAL PROGRAMS

Goals:

I. To establish a procedure for adding and or substituting desired co-curricular and intramural programs at a site level without impacting the budget.

II. To provide building site staff and patrons the flexibility and the resources to provide for the unique and dynamic needs of a local population and staff.

III. To establish reasonable guidelines for site level decisions to insure consistency district wide.

A. Parameters

1. Available resources (Scarce resources as it relates to supply and demand)

a. Funding (limitations)
b. Staff (availability-as it relates to preparation and interest)
c. Facilities (as this relates to what is available on or near the site campus)
d. Students (as this relates to how many students must be available at a site to support the activity)
e. Fairness to all programs

2. Ethnic and gender balance

B. No additional funding district wide as it relates to:

1. The total amount of resources allocated for compensation for co-curricular and/or intramural activities sponsored by a school

a. For the District as a whole
b. For each building

2. Costs of operations relative to reasonable adjustments (both up and down) for inflation or overall funding

Guidelines:

I. General Provisions

A. Each school will be allocated a specific number of hours at a given rate (the rate will be determined by the negotiated agreement) to provide for all extra duty needs except interscholastic athletics.

1. The number of hours allowed will be commensurate with the amount of funding presently allocated at each building for all extra-duty positions.

2. Each school shall have the flexibility to use the hours at its discretion to meet the unique needs of the school and local community. Decisions about the building plan for the expenditure of the hours allocated must involve a site decision making team. These choices may be made within the following limits:

a. No program may use more than eighteen percent (18%) of the total building allocation without approval of the Superintendent or designee

b. All co-curricular programs in existence as of June 1, 1992 shall be considered for continuation and will not be eliminated without appropriate review
c. Any program that remains in existence for three (3) or more continuous school years will not be eliminated without appropriate review

3. In order for a program to be considered as active it must meet the following criteria:

a. Have been mandated by the Board of Education or
b. Have had formal approval of the Board of Education or
c. A list of responsibilities for program supervisors shall be determined by the site team and filed with the Assistant Superintendent of Human Resources, Office of Athletics and Activities
d. Have filed a status report on participation and attainment of goals for each year
e. Have final approval of the Assistant Superintendent of Human Resources or designee

4. No program shall be considered for addition and/or deletion without due consideration by the site team

a. Each program considered will use District Guidelines for addition and deletion as an evaluation guide
b. Input shall be solicited from involved and interested constituents

B. No staff member may be reimbursed for extra-duty compensation unless:

1. He/she complies with state and federal employment laws as well as district rules and regulations (as they pertain to employment) and all proper documentation is filed with the Department of Human Resources

2. Has received approval from the Department of Human Resources via a Memorandum of Assignment

C. In order for a staff member to be paid for time spent supervising an activity the following must be completed:

1. A time card must be filled out by the person requesting the compensation. The time card must be filled out each month

2. The time card must be verified by the building principal or designee

3. The time card must be approved and processed by the Department of Human Resources

D. There is a desire to compensate all staff fairly for time spent in extra-duty situations. In order to do this the following parameters have been established:

1. The following are situations for which time spent is eligible for compensation:

a. Time spent before the normal work day begins and after the normal work day ends (will differ for each building), Saturdays (See Article 8 of The Agreement.)
b. Occasional Sunday or overnight situations may be eligible for compensation if pre-approved by the building principal and the Assistant Superintendent of Human Resources or designee. Hours used must be a part of and not above the total building entitlement
c. If supervision is necessary during normal sleeping hours (10:00 PM to 6:00 AM) it shall be the responsibility of the principal or administrator on duty. If no administrator is on duty a maximum amount of time will be allotted per event for one (1) person. Documentation to corroborate that such time was actually spent must accompany any request for reimbursement

2. The following situations are among, but not limited to, those for which time spent is not eligible for compensation:

    a. Time spent on fund raising, specifically for social events
    b. Time spent organizing or attending social events such as team parties, dinner theaters, etc.
    c. Time spent on event organization or rehearsal during the regular work day and especially during regular class time
    d. Time spent on private instruction
    e. Time spent during normal sleeping hours (10:00 PM to 6:00 AM)

II. Decisions about the building plan for the expenditure of the allocated hours must involve a site decision making team.

III. The site plan must be submitted to the Department of Human Resources, Office of Activities as soon as possible. The plan must include the following:

A. Who is on the team-name and position

B. What process is used for making the decisions

C. What was decided

D. When and how often does the site team meet

E. What is to be the process for evaluation

F. Any other pertinent data

IV. Any program approved and about which there are questions regarding the appropriateness must be approved by the Assistant Superintendent of Human Resources or Designee prior to implementation

V. The process to request reimbursement for time spent is as follows:

A. After the activity is completed each month the employee is to fill out a time card

B. The building principal is to verify the time card and sign it

C. The time card is to be forwarded to the Department of Human Resources, Office of Activities to be coded and processed

D. It would be most helpful if time cards were turned in on a monthly basis

APPENDIX D

INTEREST BASED COLLABORATIVE NEGOTIATIONS

The parties agree to use the Interest Based Collaborative model for negotiations. All issues involving interests for negotiations will be determined through this process. During the negotiations process, the Negotiations Teams will issue jointly drafted statements on independent logos at mutually agreed upon times and issues.

Should either party wish to discontinue using the model, the stated provisions of Article 4: Negotiating Procedure, of the Agreement will be followed.

APPENDIX E

PROCEDURES TO SUPPORT COMPLIANCE WITH ARTICLE 7 – TEACHER FILES

A written complaint against a teacher may not be placed in a teacher's personnel file without the knowledge of the teacher. Knowledge is proven by the teacher's signature on the complaint or a witness' signature on the complaint that stated the teacher refused to sign. (Note: It should be remembered that a signature does not indicate agreement, but rather just awareness of the complaint.)

When an administrator receives a complaint about a teacher, it should always be shared with the teacher and the teacher should be given the opportunity to reply to the compliant. In other words, the administrator should have both sides of the issue before making a decision about placing a written complaint in a teacher's personnel file. (Note: It should also be remembered that the only official personnel file is the file housed in the Department of Human Resources at the Educational Service Center.)

Once a complaint has been received and it has been discussed with the teacher to obtain the teacher's view of the issue, the administrator may talk with other individuals who may provide additional information regarding the validity of the complaint. If after these discussions, the administrator decides a complaint is valid, the original complaint, signature, etc. should be placed in the teacher's personnel file in the Department of Human Resources.

Parents/patrons who have a complaint against a teacher should be encouraged to put the complaint in writing. It is too easy to complain verbally about someone's shortcomings. If the complainant's concern is significant enough, the complainant should be willing to submit the complaint in writing. A complaint in writing serves several purposes:

1. It has a tendency to eliminate a large number of frivolous complaints.

2. It prevents the complainant from claiming the administrator misinterpreted what was said.

3. The teacher realizes that the complaint has not been manufactured but is real.

4. It prevents the complainant from denying the complaint was registered when things become confrontative.

APPENDIX F

SALARY NEGOTIATIONS

1.1 It is understood that this Agreement expires June 30, 2020. All compensation and insurance matters including whether education lanes and an experience step shall be granted or withheld, will be subject to negotiations for the 2019-20 school year. The Association or the District may follow the process set forth in Article 4 to conduct negotiations concerning a successor Agreement relative to all compensation and insurance matters not later than March 1, 2019.

1.2 Pursuant to Section 22-32-110(5), C.R.S., the Superintendent and Board may also reopen a portion of negotiations related to salaries and benefits as may be necessary as a result of the legal budget adoption process. The negotiations conducted then shall be commenced not later than fifteen (15) calendar days from the request to open negotiations and negotiations shall terminate not later than forty-five (45) calendar days after such request. The parties may extend the termination date by mutual consent. It shall be the duty of both parties to negotiate in timely fashion and good faith. Notwithstanding the dates above, the procedures set forth in Article 4 shall apply. To the extent that this Agreement creates a multi-fiscal year financial obligation for the District which would be subject to TABOR, these financial obligations shall be subject to annual appropriation pursuant to Article XX, Section 10 of the Colorado Constitution.

APPENDIX G

RESERVES

1. That all ending fund balances be appropriated as a beginning fund balance.

2. District reserves will not exceed four percent (4%) of the General Fund budget and will be calculated by established CDE formula.

3. The issue of reserves as stated above will not be a subject of negotiations unless the District faces significant decreases in revenues.

APPENDIX H

PROCEDURES FOR ITINERANT EMPLOYEES

Each traveling specialist must be given fifteen (15) minutes to set up and break down in preparation for or in conclusion of instruction.

Travel time allocated to specialists will be dependent on the distance between assignments - longer distances will be allotted a greater number of minutes for travel time than shorter distances.

Principals will work closely with their Art, Music, and P.E. teachers as well as with each other when designing the schedules for the specialists in their respective buildings.

APPENDIX I

Site Based Request
for
Variance of Agreement Language

School: _____ **Date:** _____

What are you trying to achieve?

What Master Agreement article and section do you perceive to be an obstruction to your plan?

What potential solutions were explored and why were they rejected?

What will result when the article and section are suspended?

Results of building ballot (copy of ballot attached) # For: _____ # Against: _____

_____ _____
Principal Signature SVVEA Building Representative Signature

Department of Human Resources use only below this line

Your request has been: _____ Approved _____ Denied

Difficulties/Obstacles with your request:

Comments

_____ _____
Signed for the Committee by Date

APPENDIX J

MEMORANDUM OF UNDERSTANDINGS

Annually SVVEA and District administration will meet with principals and Association Representatives to communicate and review recent changes in the Agreement.

MEMORANDUM OF UNDERSTANDING

2015-16 New Salary Schedule Experience Step Placement Guidelines

Regular teachers will be placed on the experience step location on the new salary schedule based on their current step location and steps given according to these placement guidelines. Educational lane placement will be based on BOE policy GCB in combination with current HR practices. Regular teachers' salaries are determined solely by the value of their cell placement (qualified experience and education) on the new salary schedule.

Parameters for Setting Initial Salary Step Placement – Effective for the 2015-16 School Year Only

- For the purposes of this salary schedule placement, a regular teacher is a person who is regularly licensed with a certified contract. Under no circumstances will the following positions be considered a regular teacher: Substitute teachers (except for permanent substitutes on a teaching contract) and one hundred ten (110) or one hundred forty (140) day retirees.
- Regular teachers may be granted up to no more than three (3)years of experience for the 2009-10, 2010-11, and 2011-12 school years, as reflected in step placement for the years 2010-11, 2011-12, and 2012-13. Years of experience prior to 2009-10 that were not previously credited shall not be considered during this placement. Initial placement on the new salary schedule is for the 2015-16 school year ONLY. Nothing in this placement process shall result in any retroactive payments.
- Under no circumstance will a regular teacher be placed more than three (3) steps higher in 2015-16 than they are currently placed in 2014-15, as a result of the transition to the new salary schedule (prior to any negotiations for 2015-16).
- Prior experience outside the district must meet the following criteria in order to be granted *qualified* experience: worked for a full-year in a 1.0 full time equivalent (FTE) certified teacher position from an accredited public school. Under no circumstance will a regular teacher receive experience credit for private, international, unaccredited or homeschool teaching experience.
- At no time should a regular teacher be placed on an experience step that is higher than the total number of years of experience they have as a regular teacher or administrator.
- District regular teachers who were on a leave of absence or a late hire and worked ninety-two (92) or more work days per year during the 2009-10, 2010-11, and/or 2011-12 school years will be granted corresponding qualified year(s) of experience.

These guidelines are for initial placement of existing, active St. Vrain Valley regular teachers effective for the 2015-16 school year only. These guidelines are not intended for any other purpose and do not modify other past practices or District policies.

Guidelines for initial placement of existing, active regular teachers on the New Salary Schedule for the 2015 16 school year:

Current certified teachers in St. Vrain Valley Schools (who held a *regular* teacher position and worked ninety-two (92) or more work days in 2014-15) who have been offered and accepted a *regular* teacher contract for 2015-16 will be placed on the new salary schedule in 2015-16 (prior to any negotiations for the 2015-16) from their current step as follows:

- Regular teachers *hired prior* to the 2010-11 school year and continuously employed in St. Vrain Valley Schools since then may receive up to no more than three (3) years of St. Vrain teaching experience. A teacher must have worked in a *regular* teacher position for ninety-two (92) or more work days per year during the 2009-10, 2010-11, and/or 2011-12 school years.

- Teachers *newly hired* in a regular teacher position for the 2010-11 school year and continuously employed in St. Vrain Valley Schools since then may receive in 2015-16, up to no more than two (2) years of St. Vrain teaching experience for 2011-12 and 2012-13 school year if they had a *regular* teacher position and worked for ninty-two (92) or more work days per year for the 2010-11 and/or 2011-12 school years, plus up to no more than one (1) year experience credit from prior qualified experience not credited at hire.
- Teachers *newly hired* in a regular teacher position for the 2011-12 school year and continuously employed in St. Vrain Valley Schools since then may receive in 2015-16, up to no more than one (1) year of St. Vrain teaching experience for 2012-13 school year if they had a *regular* teacher position and worked for ninety-two (92) or more work days for the 2011-12 school year, plus up to no more than two (2) years of experience credit from prior qualified experience not credited at hire.
- Teachers *newly hired* in a *regular* teacher position for the 2012-13, 2013-14, or 2014-15 school year may receive in 2015-16 up to no more than three (3) years of experience credit for prior qualified experience not credited at hire. If these teachers are non-renewed at the end of 2014-15 and rehired for the first teacher contract day of 2015-16, then they maintain their initial placement on the new salary schedule (and any step granted from negotiations for 2015-16 if they worked for ninety-two (92) or more work days in 2014-15). If these teachers are non-renewed at the end of 2014-15 and rehired as a Late Hire for 2015-16, their salary will be set as an initial hire in 2015-16 which is consistent with past practice.

After the 2015-16 negotiated compensation agreement, if a teacher's cell placement amount on the new schedule in 2015-16 indicates a lower amount than their cell placement amount on the 2014-15 salary schedule for the same position and hours, the District will make up the difference in the form of a one-time extra pay 2015-16, in proportion to their FTE. This pay is considered part of their salary and is PERA-includable.

MEMORANDUM OF UNDERSTANDING

Participation in Summer Professional Development Activities

SVVEA and SVVSD recognize that teachers who have the opportunity to engage in summer professional development activities (group classes, courses), do this strictly on a voluntary basis. Teachers have the right to say no concerning their summer time without reprisal, retaliation or repercussion for a decision not to participate in a summer activity related to professional development. We believe attempts should be made to collect/save activity materials and to inform those who could not participate in order to keep everyone current on professional development activities.

MEMORANDUM OF UNDERSTANDING

Support for Implementation of Article 39 – Collaborative Decision Making

The District and SVVEA agree that the successful implementation of Article 39 at individual building sites throughout the District will foster a collegial exchange of ideas where teachers' and administrators' voices and interests will be considered and valued in decisions leading to effective professional practice and enhancement of the learning environment.

In support of the implementation of this Article, it is necessary to design a plan to address the training needs of individual buildings and develop a model for evaluation to assess the successful implementation of the Collaborative Decision Making process at individual buildings. To that end, the parties agree to the following:

A. Training opportunities will be explored with the District, the SVVEA and the Office of Professional Development.

B. Evaluative opportunities/models shall be explored with the District and the SVVEA and reported in writing to the SVVEA and SVVSD negotiations teams.

NOTES: Finding the necessary time for training is an obvious barrier to successful implementation. Transition, planning, and reflection are essential to success of the program.

MEMORANDUM OF UNDERSTANDING

SB 10-191 Implementation

The District and SVVEA Agree that:

1. Current practices of confidentiality of teacher files including, but not limited to evaluation and student test scores, shall continue.

   The implementation of the Colorado Model Evaluation System for 2013-2014 shall hold non-probationary teachers harmless only for their 2013-2014 evaluation performance ratings as it relates to determining non-probationary status according to the provisions of SB 10-191

2. The District and Association will engage in discussions during the fall of 2013 to monitor changes to the Collective Bargaining Agreement and develop proposed future changes to meet further requirements of SB 10-191. The-structure of these discussions will be determined mutually between the SVVEA President and the Superintendent or designee. The conclusions of these discussions will be jointly reported to the District and Association Bargaining Teams at the beginning of the negotiations for 2014-2015.

3. The District and Association will facilitate these discussions by forming an Educators' Effectiveness Advisory Review Council consisting of SVVEA and SVVSD representatives.

   Duties of said Council shall include, but not be limited to conducting a continuous evaluation as to the fairness, effectiveness, credibility, and professional quality of the licensed personnel performance evaluation system and developing the evaluation End of Year Review Report in order to share information with staff and make recommendations for future changes, which shall be reported annually to the School District Personnel Evaluation Council (1338 Council). Such report shall also be provided to both the District and Association negotiations teams no later than January 15. Recommendations for change resulting from this report shall be included in the negotiations for 2014-2015

MEMORANDUM OF UNDERSTANDING

Licensed Staff Evaluation 2017-18

THE ST. VRAIN VALLEY EDUCATION ASSOCIATION AND THE ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J MUTUALLY AGREE THAT THE FOLLOWING LANGUAGE SHALL BE EFFECTIVE FOR THE 2017-18 SCHOOL YEAR REPLACING ARTICLE 6.2.4 OF THIS AGREEMENT.

The purpose for the licensed staff evaluation is to enhance student achievement as well as strengthen professional development. The evaluation process will allow evaluators and certified employees to engage in a more rewarding conversation as well as a more meaningful experience. We appreciate your commitment to SVVSD.

Evaluation Process

For the school year, probationary or non-probationary staff with an overall rating of Effective or Highly Effective will have the option to be evaluated using one (1) of the following options. These ALTERNATIVE OPTIONS will be available to second and third year probationary and non-probationary licensed staff with evaluator approval. However, a licensed staff may request at the beginning of the year to be evaluated on the full rubric.

The evaluator has the final say as to which evaluation tool to use: SVVSD Teacher Rubric, RANDA (for Special Services Providers only), Narrative Form (four (4) quadrants) and Alternative Options.

Below are the guidelines as to who is eligible for the Alternative Options and those who will be evaluated using RANDA (State Model) or the SVVSD Teacher Rubric.

Per the negotiated Agreement 6.2.1 - All probationary licensed staff shall receive a minimum of two (2) formal observations and all non-probationary licensed staff will receive a minimum of one (1) formal observation and one (1) informal observation.

The evaluator will still conduct a mid-year meeting and complete a final written evaluation for all certified staff.

RANDA - Special Services Providers (SSP) in their first year in St. Vrain, non-probationary (SSP) on an improvement plan, and non-probationary (SSP) on a remediation plan will be evaluated in RANDA using the full evaluation process and the *ENTIRE* rubric.

Evaluators may also choose to evaluate a probationary or non-probationary licensed staff in RANDA at the beginning of the year.

Alternative Options

Any licensed staff who was evaluated in St. Vrain and received an Effective or Highly Effective rating may select an Alternative Option. Licensed staff who select an Alternative Option will retain their evaluation ratings from 2016-2017 for the 2017-2018 school year. Licensed staff members must request the option by October 15th. With evaluator approval, licensed staff may select an Alternative Option for two (2) consecutive years. After two (2) years, the licensed staff will then be evaluated on either RANDA (State Model) or the SVVSD Teacher Rubric.

Evaluators may choose to evaluate any probationary or non-probationary staff in RANDA or the SVVSD Teacher Rubric on the full rubric by Mid-Year Review. In order for this to take place an evaluator must have had conversations throughout the first semester regarding any concerns.

Option 1 (Observations and Walk-through Process) – *(Any licensed staff who was evaluated in St. Vrain and received an overall rating of Effective or Highly Effective)*

Staff may work collaboratively with their evaluator in determining which elements to focus on for the year. The licensed staff will select one (1) element (goal), evaluator will select one (1) element (goal), and the third and fourth goals will be measures of student learning and mutually agreed upon between the evaluator and licensed staff. The elements (goals) which are selected will be part of the licensed staff's Professional Growth/MSL plan.

At mid-year the evaluator and licensed staff will meet to discuss the progress on the Professional Growth/MSL Plan.

Option 2 (Self-Reflection Process) – *(Second and Third Year Probationary and Non-probationary Licensed staff, who received an overall rating of Effective or Highly Effective)*

The licensed staff will submit a Professional Growth/MSL Plan to the administrator. The growth plan must have four (4) elements (goals) to focus on for the year. The licensed staff will select one (1) element (goal), evaluator will select one (1) element (goal), and the third and fourth goals will be measures of student learning and mutually agreed upon between the evaluator and licensed staff. The licensed staff will complete a self-reflection at mid-year and will meet with the evaluator to discuss. A final self-reflection (update of initial reflection) will be submitted to the evaluator at the end of the year. The length of the self-reflection is determined by the licensed staff. The final self-reflection will be the licensed staff evaluation summary.

Option 3 (Peer Observer Process) – *(Second and Third Year Probationary and Non-probationary Licensed staff, who received an overall rating of Effective or Highly Effective)*

Second and Third Year Probationary and Non-probationary licensed staff with an Effective or Highly Effective rating may request to be observed by a peer and may also volunteer to be a peer observer. Peer observers will use their plan time to meet with their colleague for a pre-observation meeting, conduct a formal observation and have a post-observation meeting within seven (7) work days.

The administrator will conduct a mid-year meeting and the following will be discussed:

- The administrator's informal observation
- Reflection on the peer formal observation
- Progress on Professional Growth/MSL Plan

The peer observer or licensed staff will submit dates and times of the observation(s) to the evaluator to be included in the final evaluation summary. At the mid-year and end of the year review the licensed staff will submit a self-reflection to the evaluator. The length of the self-reflection is determined by the licensed staff. The self-reflection will be the licensed staff evaluation summary.

Non-probationary licensed staff will receive a minimum of one (1) informal observation from their administrator. The peer observer will complete a formal observation.

To support peer observers, the district is offering peer observation training. Due to the time commitment for the observation(s) and training, the district will provide one-half (0.50) staff development credit for each peer evaluator. (No extra-duty pay or class coverage will be provided by the district).

MEMORANDUM OF UNDERSTANDING

Implementation of Senate Bill 10-191 – Teacher Feedback on Principal Evaluations

The District and SVVEA agree that the successful implementation of SB 10-191 requires that a facilitated work group of the Evaluation Task Force be identified and charged with designing a model for gathering teacher input for use on the evaluation process for building principals.

Teacher input shall be aligned with the Colorado Department of Education *Principal Quality Standards*.

The work group tasks shall include:

- Research existing models
- Recommending a data gather instrument
- Recommending an implementation process
  - Format for gathering feedback
  - Timeline
- Recommend use of feedback data

The work group shall be comprised of:

- Area Assistant Superintendents (2)
- Human Resources Representative (1)
- Principal Representatives (3)
- SVVEA Leadership Representatives (3)
- Teacher Representatives (3)

Timeline:

- Recommendation for Negotiations Teams by the beginning of May 2012 (extended to Fall 2012)

MEMORANDUM OF UNDERSTANDING

Building/District-level Department Climate Survey

To maintain highly effective schools and programs, and to increase communication between licensed staff and administration, SVVSD and SVVEA agree to enter into this Memorandum of Understanding to extend the pilot for a building climate survey to the 2017-18 school year. This building/District-level department survey will be an anonymous online survey administered by the Area Assistant Superintendents' office and will meet the following criteria:

1. The survey will include three (3) open-ended building climate questions:

    A. What is working well in your school?
    B. What are areas of concern?
    C. What thing, if changed, would most improve the success of your school?

2. The survey will be made available to all licensed employees during the window beginning with the first contract day in January and ending with the March Late Start. The survey will be open for individual responses for a period of three (3) weeks as announced prior to the survey window in a staff meeting, and followed up by email with the survey link from the Area Assistant Superintendents' office. At least ten (10) minutes will be allocated to the staff to complete the survey during a Late Start or scheduled supervisor directed meeting.

3. Survey responses should be limited to matters regarding building/district-level department climate and not attributed to any individuals or groups. Any responses including individual or group names and/or attributed to individuals or groups will be filtered for use in the survey data.

The responses from the survey will be shared with and discussed with individual building/district-level department administrators by the appropriate area assistant superintendent. The filtered survey data will then be shared with SVVEA by each area assistant superintendent. The filtered survey data, as well as themes for each question and any school improvement impact, will be shared and discussed with the building/District-level department leadership team. An overview of the survey results, including specific themes for each question and any school improvement impact will then be shared with all licensed employees at the building/District-level department before the end of the school year in which the survey was taken with the opportunity for discussion at the building/District-level department by the end of September of the following year. Use of a facilitator is encouraged.

MEMORANDUM OF UNDERSTANDING

Donate-A-Sick-Day

The St. Vrain Valley Education Association and the St. Vrain Valley School District mutually agree to study the possibility of establishing a Donate-A-Sick-Day procedure whereby teachers would have the ability to donate a sick day of theirs to help fellow District employees who have exhausted all available leave. Such study shall be conducted by the Sick Leave Bank Governing Board pursuant to Article 22.8 of the Agreement.
No later than January 31, 2008, the Sick Leave Bank Governing Board shall issue a written report to the SVVEA and SVVSD negotiation teams its recommendation as to the feasibility of establishing and implementing a Donate-A-Day procedure.

MEMORANDUM OF UNDERSTANDING

Annual Leave and Sick Leave Bank Task Force

The Association and the St. Vrain Valley School District recognize that quality instruction is best achieved by professional, licensed staff and we acknowledge the importance of each instructional day. We honor the commitment to fulfill the terms of attendance for each contract day.

To that end, the parties agree to form a task force for the 2017-18 school year to gather and review longitudinal leave usage data (with personally identifiable information redacted) and investigate and compare best practices. The task force will make informed recommendations to the Spring 2018 negotiations about possible changes in practice and/or to the Master Agreement.

Throughout the 2017-18 school year the District and SVVEA will release joint statements regarding the impact of leave use on high usage days.

Task Force shall include equitable representation from the following stakeholder groups:

- Human Resources
- SVVEA Leadership
- Principals
- Teachers

Representation shall also include equitable representation from all levels, elementary, middle, and high school.

Task force will commence no later than September 15, 2017 and recommendations shall be submitted to the negotiations teams by the beginning of February 2018 for the 2018-19 school year.

MEMORANDUM OF UNDERSTANDING

Additional Time/Split Days for 2017-18

THE ST. VRAIN VALLEY EDUCATION ASSOCIATION AND THE ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J MUTUALLY AGREE THAT THE LANGUAGE IN THIS MEMORANDUM OF UNDERSTANDING FOR ADDITIONAL TIME/SPLIT DAYS FOR 2017-18 SHALL BE IN EFFECT FOR THE 2017-18 SCHOOL YEAR ONLY REPLACING LANGUAGE REFERENCING SPLIT DAYS IN ARTICLE 8.10, ARTICLE 8.11, ARTICLE 8.11.1 AND ARTICLE 8.11.3 OF THE MASTER AGREEMENT. THE LANGUAGE IN THE ARTICLE 8.10 THROUGH ARTICLE 8.11.3 WILL BE IN EFFECT BEGINNING WITH THE 2018-19 SCHOOL YEAR.

During the 2017-18 school year only and within the school year calendar, there shall be seven (7) hours of time added to teacher meeting time for District-directed professional development/feeder articulation scheduled at the building/department level. Additionally, teachers will have three and one half (3.5) hours of teacher-directed work time for building and classroom matters. This additional time includes reconfiguring three and one half (3.5) hours of the current required seven (7) hours of teacher-directed collaborative time in Article 8.10 to teacher-directed time. This time is directly connected with the base salary increases for the 2017-18 school year and the 2018-19 school year. This time will be converted as part of the three (3) Split Days in the teacher contract year beginning in the 2018-19 school year (see Article 8.11.3 of the Master Agreement).

The use of the seven (7) hours of District-directed professional development/feeder articulation shall be scheduled at the building/department level in accordance with Article 39 of the Master Agreement. This time will be scheduled contiguous to the teacher contract day and shall not extend any day more than three (3) hours per occurrence, including the two (2) hours of required meeting time per month in Article 8.10. Additional time, excluding the two (2) hours of required meeting time per month in Article 8.10, shall not be scheduled more than one-time per month.

MEMORANDUM OF UNDERSTANDING

Meeting Time

THE FOLLOWING LANGUAGE SHALL BE EFFECTIVE FOR THE 2013-14 AND 2014-15 SCHOOL YEARS ONLY REPLACING ARTICLE 8.10 THROUGH ARTICLE 8.10.3 LANGUAGE IN THE MASTER AGREEMENT (REVISED 2013. WITHOUT MUTUAL AGREEMENT TO CONTINUE THESE TWENTY-NINE (29) ADDITIONAL HOURS, ARTICLE 8.10 THROUGH ARTICLE 8.10.3 LANGUAGE IN THE MASTER AGREEMENT (REVISED 2013) SHALL BE IN EFFECT BEGINNING IN THE 2015-16 SCHOOL YEAR.

Teachers are required to participate in five (5) hours of meetings, which are contiguous with the work day, per month during the months of August through May, excluding December. The month of December will have up to two (2) hours of meeting time. The final decision regarding the plan for the use of this time will be made by the supervisor and building leadership team using the Collaborative Decision Making process in Article 39. At least five (5) days' notice of the date and time of such activities shall be provided and such activities will be directly tied to school/district goals.

Teachers shall be compensated with an annual stipend of $1,200 for the additional twenty-nine (29) required hours of monthly meetings through a one-time payment from the General Fund balance. This stipend shall be paid in equal sums of $600 in November 2013 and April 2014. Stipends shall continue during FY 2014-15. Negotiations for FY 2015-16 shall include a review of the effective use of these hours; the compensation for these hours; and the language changes to Article 8.10 and Article 8.11 if necessary.

At the beginning of each year, a general plan for the use of the five (5) hours of meeting time will be created by the supervisor and building leadership team using Article 39. Every effort will be made to keep the number of meetings to a minimum and reasonable in length. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year.

Two and one-half (2.5) of the five (5) hours shall be supervisor-directed meeting time and two and one-half (2.5) of the five (5) hours shall be teacher-directed collaborative meeting time determined in conjunction with the required general plan. Teachers will determine when and where they will meet, along with how they will implement the plan for this collaborative time. At least five (5) days' notice of the date, time and intended plan of such activities shall be provided to all participants and the principal.

With consensus of the teachers, two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making Process in Article 39 and included in the required general plan.

MEMORANDUM OF UNDERSTANDING

Special Services Workload Task Force

The St. Vrain Valley Education Association and the St. Vrain Valley School District mutually agree to investigate a reasonable approach to determine special service provider's workload/job responsibilities within the seven (7) hour workday/thirty-five (35) hour work week. Policies and practices from other states/districts and recommendations from professional organizations (i.e., ASHA, NASP, etc.) will be considered.

To that end, the parties agree to establish a task force for the 2018-19 school year. The task force shall include representation from the following stakeholders:

- Executive Director of Special Education or their designee
- Human Resources
- SVVEA Leadership
- Special Education Teachers
- School Psychologists
- Speech-Language Pathologists
- Occupational Therapists
- Physical Therapists
- Deaf/Hard of Hearing Specialists
- Teacher of Students with Visual Impairments
- Principals

Every effort will be made to include representation from preschool, elementary, middle and high school stakeholders as well as center-based programs. Task force meetings will be typically scheduled outside the work day with credit offered for participants.

No later than January 31, 2019, this task force shall issue a written report to the SVVEA and SVVSD negotiation teams its recommendation for appropriate workloads and job responsibilities for each stakeholder group.

Task force will commence no later than September 15, 2018.

APPENDIX K-1

SVVEA
Grievance Resolution Form
Level One

(To be completed within five (5) days from date of grievance meeting.)

Aggrieved Person(s): _____

Date of Grievance Meeting: _____

School or Department: _____ **Principal/Immediate Supervisor:** _____

Decision of principal or immediate supervisor and reason(s) therefore:

_____ _____
Date Signature of Principal/Immediate Supervisor

Date Received: _____ Signature of Aggrieved: _____

Original to: Principal/Immediate Supervisor
Copies to: Grievant
SVVEA Grievance Representative
Human Resources Department

APPENDIX K-2

Level _____
SVVEA Grievance Form
St. Vrain Valley School District RE-1J
Longmont, Colorado

Name: _____

Work Location: _____

Work Phone: _____

Master Agreement Article or Board Personnel Policy that was violated: _____
_____

Date of Alleged Violation: _____
_____

Briefly describe the alleged violation:
_____
_____
_____
_____
_____
_____
_____

Requested Remedy:
_____
_____
_____
_____
_____
_____
_____

I certify that the information I have provided in the grievance is true, correct, and complete to the best of my knowledge and belief.

_____ _____
Complainant Signature Date

_____ _____
Received By Date Received

APPENDIX L

Extended Holiday/Periods of School Intermissions Absence Form

Teacher's Name: _____ **Employee ID:** _____

Building/District Department: _____

Date(s) of Absence: _____

Check One (1):

_____ I am providing notice for the use of annual leave for an absence on the last day before or the first day after a holiday or period of school intermission due to an emergency/illness. I understand that I must attach written verification/statement of the emergency/illness. Therefore, only the actual hours of leave will be deducted from my annual leave balance for this absence in accordance with Article 21.1.2 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J. This information must be submitted to the building principal/ department supervisor within five (5) days of the last day of my absence. The building principal/ department supervisor will submit the completed and signed form to the Human Resources department for processing.

_____ I am providing notice for the use of annual leave for an absence on the last day before or the first day after a holiday or period of school intermission for reasons other than verifiable emergency/illness. I understand that one and one half (1.5) hours of leave will be deducted from my annual leave balance for each hour of actual leave taken in accordance with Article 21.1.3 of the Agreement between the St. Vrain Valley Education Association and the St. Vrain Valley School District No. RE-1J. This information must be submitted to the building principal/ department supervisor at least five (5) days prior to the first day of my absence. The building principal/ department supervisor will submit the completed and signed form to the Human Resources department for processing.

Teacher's Signature: _____ **Date Submitted:** _____

Principal's/Supervisor's Signature: _____ **Date Received:** _____

Human Resources Use Only

Date Received: _____ **Date Returned to Teacher:** _____

_____ Verified as Emergency/Illness

_____ Not Verified as Emergency/Illness – Explanation: _____

_____

Assistant Superintendent of HR Signature: _____