



MASTER AGREEMENT 2018-2019

Between the *Telluride School District R-1*
and the *Telluride Education Association*

Effective September 1, 2018 through August 31, 2019

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MASTER AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT R-1 IN THE COUNTY OF SAN MIGUEL, STATE OF COLORADO, ON BEHALF OF SAID SCHOOL DISTRICT, AND THE TELLURIDE EDUCATION ASSOCIATION, NOT FOR PROFIT, ON BEHALF OF ITSELF AND THE TEACHERS OF THE SAID SCHOOL DISTRICT, ON THIS FIRST DAY OF **SEPTEMBER 1, 2018**.

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing quality education for students is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the attainment of the objectives of the educational program conducted in the Telluride District R-1 requires mutual understanding and cooperation between the Board, the Superintendent, and administrative staff, and the teachers, and further, that such understanding and cooperation are best fostered through the good faith negotiations between the Board and the Association with a free and open exchange of view,

THEREFORE, the parties have reached certain understandings that they desire to confirm in this Agreement

ARTICLE ONE
DEFINITIONS

1. TEACHER means, "Any person certified by the State of Colorado and employed to instruct students".
2. The term BOARD as used in this Agreement shall mean the Board of Education of School District R1, County of San Miguel, and State of Colorado.
3. The term ASSOCIATION as used in this Agreement shall mean the Telluride Education Association. Wherever the term ASSOCIATION is used it is understood that the PRESIDENT of the Association, or his designee, acts for the Association.
4. The terms SCHOOL DISTRICT and DISTRICT as used in this agreement shall be interchangeable and shall mean School District R-1, County of San Miguel, State of Colorado.
5. The term SCHOOL YEAR as used in this agreement shall mean the period of time from the opening of the schools of the District in the fall through the closing of schools in the spring, as shown in the officially adopted school calendar, except where the term SCHOOL YEAR is otherwise defined in this agreement.
6. The term PARTY or PARTIES as used in this Agreement shall mean the Board of Education of School District R-1, County of San Miguel, State of Colorado, or its representatives acting in its behalf, and the Telluride Education Association or its representatives acting in its behalf.
7. The term PRINCIPAL shall mean any building administrator or the administrator of any work location or functional division in the School District.
8. The term SCHOOL DAY shall mean a day when school is in session.
9. The term SUPERINTENDENT shall mean the Superintendent of School District R-1, San Miguel County, Colorado.
10. The term DAYS shall mean calendar days unless otherwise identified.
11. IMPASSE occurs when either party is unwilling or unable to make further compromise or progress on an issue that is in dispute.
12. The term HE as used in this Agreement is used in the generic sense and is understood to mean he or she.
13. A FULL TIME POSITION is defined as one in which 85% of the teacher's day is spent in instruction. No less than 10% of the teacher's planning time shall be a continuous block. It is understood that this can be computed on a weekly and/or quarterly basis, not necessarily day by day.
14. A K-12 SHARED TEACHER is a TEACHER who is assigned to more than one building.
15. VACATION shall be defined as four or more consecutive days when teachers are not required to come to work.
16. HIGHLY QUALIFIED is defined by CDE Regulations.

ARTICLE TWO
GENERAL PROVISIONS

1. The Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, membership or non-membership, or participation in the activities of, any teacher organization.
2. This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
3. No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
4. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado.
5. The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application to any teacher covered hereby, shall be found contrary to the law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.
6. The provisions of this Agreement shall control where any conflict exists between the Agreement and Board or Association policy, practice, custom, writing or intentions not incorporated in this Agreement.
7. Any individual contract between the Board and any individual teacher shall be subject to, and dependent upon, the terms and provisions of this Agreement.
8. The term of this agreement and all appendices shall be as of September 1, **2018**, and shall remain and continue in full force and effect through August 31, **2019**.

ARTICLE THREE
RECOGNITION

1. The Board recognizes the Association as the exclusive representative of all teachers excluding all administrative and supervisory personnel. Non-certified staff that are members of the Association may request and receive assistance of the Association.
2. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement, provided, however, that any teacher or teacher group may at any time during the months of June, July, or August of the year this Agreement expires, submit a petition to the Board signed by thirty percent (30%) of the teachers covered by this Agreement stating that they desire either to be represented by another organization or by no organization and requesting that an election be held to determine the organization, if any, that represents a majority of the teachers.

In such event, an impartial and fair election shall be held to determine if a majority of the teachers wish to be represented by the Association, another organization, or no organization. A majority of teachers voting in said election shall constitute a majority for the purpose of determining recognition. No more than one such election shall be held in any one school year. If recognition is lost pursuant to the process described herein before the expiration of the term of this Agreement, this Agreement shall expire as of the date recognition is lost.

3. The Board agrees not to recognize or negotiate with any teacher organization other than the Association during the term of this Agreement, provided, however, the parties understand and agree that nothing in this Agreement shall be deemed to preclude or restrict the right of any teacher or group of teachers to communicate directly to the Board.
4. The parties hereto agree that neither will discriminate against any teacher or non-certified staff because of race, creed, color, national origin, sex, marital status, sexual orientation, or membership or non-membership, or participation or non-participation in the activities of the Association or any other teacher organization. Further, the parties agree not to harass, intimidate or coerce any teacher or non-certified staff concerning membership or non-membership in the Association.

ARTICLE FOUR
EXCLUSIVE REPRESENTATIVE RIGHTS

Dues Deductions

1. The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the member's dues in the Association, the National Education Association, and the Colorado Education Association, as certified by the Association, and CFCPE (Colorado Fund for Children and Public Education) contributions where such deductions and contributions have been requested in writing or by email by the individual members. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis.

Deductions referred to above will be made in equal installments each month for which payroll authorization is effective - September 1st through the next succeeding August 31st. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to the District later than the tenth (10th) prior to the distribution of the payroll from which the deductions are to be made.

2. The Association will periodically furnish the Board with a list of all members who have authorized dues deductions. The Association shall also furnish the Board with a dues form properly signed by the members. Such forms shall remain in effect during the employment of the member until such time as revoked by the member under the following process:
 - a. Any member may revoke his/her dues deduction authorization at any time between September 1 and October 10.
 - b. Any member may revoke his/her dues deduction authorization after October 10 of any year where such revocation is endorsed by the Association.
 - c. Dues deduction authorization revocations shall be sent to the Board by the Association.
3. On November 1 each year the Board will provide the Association with a list of those employees who have authorized the Board to deduct dues under the provisions of the Article. The Board will notify the Association monthly thereafter of any changes on the list.

Use of the School Facilities

1. The Association and its members shall have the right to use school kitchen facilities, A.V. and P.E. equipment, school buildings at all reasonable times without cost. This excludes the use of school vehicles for Association business. Telephone calls and other expendable items, such as paper, will be paid for by the Association at cost.
2. The Association shall have the right to deliver and receive materials through the school delivery service, and to place notices, circulars, and other material relevant to the Association's business on a designated school bulletin board mutually agreed upon by the building representative and the building principal and in the teacher's mail boxes.
3. Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property as long as it does not interfere with normal classroom procedure.
4. Within ten (10) school days after receiving a request for public information the District shall provide the Association with pertinent and accurate information.

ARTICLE FIVE
NEGOTIATIONS AGREEMENT

Administration/TEA Collaborative Meetings (4X4)

In order that a collaborative communication and problem solving effort is further developed and nurtured among the TEA, TSD Administration and School Board to further the common goals of the Telluride School District, the Telluride School District Administration and TEA will conduct collaborative meetings to:

1. Ensure a monthly meeting between the TSD CEO and CFO and additional personnel as necessary and the TEA Executive Board, and TSD School Board member, and;
2. Ensure a common collaborative communication is sent after each meeting to the entire TSD faculty and staff, and;
3. That the monthly meetings will focus on collaborative creative problem solving, celebration of successes, and future planning to prepare for upcoming negotiations and budget preparation, and;
4. To ensure continuous improvement in collaborative communication to provide a best practice educational system for students in the Telluride School District.

Initiation of Negotiations

1. After approval and execution of this Agreement, and upon request by the Association to the Board, or by the Board to the Association, after September 1 of the year covered by this Agreement the Board and the Association will negotiate as provided in this Article
2. The Board, through its designated representatives, shall meet with representatives of the Association and shall negotiate for the purpose of reaching agreements. The teachers' role in the negotiating process is to advise the Board and aid them in making their decisions. It shall be the duty of both parties to negotiate in a timely fashion and in good faith. The parties' negotiating team shall consist of not less than three (3) and not more than five (5) members on each team (exclusive of any consultants used by either party).

Administration and TEA Collaborative Meetings (4 x 4)– These meetings will be held on an ongoing basis to have discussions regarding celebrations, concerns and problem solving as they relate to budgets, staffing and any other items as agreed to by this collaborative team with the goal of providing information and supporting Negotiations.

3. The first meeting of the negotiating teams shall take place no later than ten (10) days after the receipt of the initial request for negotiations. Subsequent negotiation meetings shall take place at least once a week until tentative agreements have been reached on all matters or until impasse has been declared by either party.
4. Written requests for salary negotiations between the Board and the Association may be submitted during the term of the contract. Requests for negotiation on further contract language may be submitted on any subject contained in this Agreement; and either party may make proposals concerning not more than two (2) new subjects.
5. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party. The date, hour, and location of each meeting after the first meeting shall be established at the previous meeting.

6. During any given school year, the School Board and the Telluride Education Association shall undertake contract language negotiations for the purpose of amending, revising, and/or clarifying provisions of the Master Contract. Each party to the negotiations may identify an Article of the existing contract for amendment, rescission or clarification, and may propose language thereto, or propose a new article for addition to the contract along with proposed language. If time and energies allow, a third article mutually agreed to by the parties may be considered.
7. By mutual agreement by the Board and the Association the terms of this agreement may be extended until such time a new agreement is ratified.

Conducting Negotiations

1. The Superintendent will make available to the Association the proposed budget for the next fiscal year as soon as it is available. He shall also provide preliminary and/or supporting budget data concerning the financial ability of the District to fund such matters as may be subjects of negotiation.
2. Either party may utilize the services of consultants to assist the parties in reaching agreements in the negotiating process.
3. Negotiations will use an interest-based model unless both parties agree otherwise.
4. Tentative conclusions reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both parties. A statement of the agreed-upon article will be dated and initialed by both parties.

Adopting Agreements

1. Tentative decisions reached as a result of this negotiations procedure are first subject to ratification by the Association. Following ratification by the Association the tentative decisions shall be subject to ratification by the Board at an official meeting which shall take place within thirty (30) days of the date the Association endorses it. After adoption by the Board, chief officers of the Board and the Association shall sign the Agreement.
2. The Board shall publish this Agreement within thirty (30) days after its adoption and provide sufficient copies for all teachers. Distribution will be by the Association. The Association shall notify the Board of the number of copies it will need for its use and shall be allowed to purchase such copies at cost.
3. Copies of this Agreement will be given to all teachers entering the employment of the District.

Mediation

1. If the negotiations have reached an impasse, the issues in dispute shall be submitted to a mediator for the purpose of inducing the representatives of the Board and the Association to reach a voluntary agreement. By mutual consent the negotiating teams may agree upon a mediator or the procedure for selecting a mediator, local or otherwise. In the event the negotiating teams have not so agreed, the mediator shall be selected in the manner set forth below.
2. If the parties cannot agree upon a mediator, local or otherwise, within five (5) days from the date impasse is declared, the party declaring impasse shall request on the sixth (6) day, a panel of five (5) mediators from the American Arbitration Association in the following manner:
 - a. The American Arbitration Association shall submit simultaneously to each party an identical list of five (5) persons skilled in mediation of educational matters. Each party has five (5) days from postmarked date to postmarked date in which to strike any names to which it objects, number the remaining names in order of its preference, and to return the list to the American Arbitration

Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable by that party.

- b. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall recommend the acceptance of a mediator.
 - c. If the parties fail to agree upon any of the persons named, or either party strikes all the names on the list, or if those named decline or are unable to act within twenty (20) days of acceptance, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.
3. The format, dates, and times of meetings will be arranged by the mediator.
 4. To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in sections 3 and 4 under Conducting Negotiations shall apply. If mediation fails in whole or in part, the mediator shall provide a written report to the parties indicating the position of the respective parties on the issues submitted when mediation terminated.
 5. The costs for the services of the mediator shall be shared equally by the Board and the Association.

Fact Finding

1. If the mediation described in the previous section has not resulted in tentative agreement on all issues, either the Board or the Association may terminate mediation and direct the issues that remain in dispute be submitted to fact finding. In the event that the parties are unable to agree on a fact finder, local or otherwise, the fact finder shall be selected in the manner provided in Section 2 under Mediation for selecting a mediator.
2. The fact finder shall have the authority to hold hearings, make procedural rules, call witnesses, and to hear sworn testimony.
3. Within a reasonable time after the conclusion of fact finding hearings, but in no instance longer than fifteen (15) days, the fact finder shall submit a report in writing to the Board and the Association only, and shall set forth his findings of fact, recommendations, and rationale on the issues submitted. His findings shall be advisory only and binding on neither the Board nor the Association.
4. Within five (5) days after receiving the report of the fact finder, the representatives of the parties shall meet together to discuss the report. No release of information shall be made to the public or the press until after such meeting.
5. The respective parties shall take action on the report of the fact finder no later than fifteen (15) days after the meeting described in Section 4 above.
6. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures provided in Section 4 under Conducting Negotiations and in Adopting Agreements shall apply.
7. The costs for the services of the fact finder shall be shared equally by the Board and the Association.

ARTICLE SIX **GRIEVANCE PROCEDURE**

Definitions

1. A GRIEVANCE shall mean a complaint that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement or School Board Policy except for the following:

The provisions of this Article shall not apply where the complaint is concerned with a matter where a review is prescribed by the Law of the State of Colorado or where the Board is without authority to act.

2. A GRIEVANT is any teacher or group of teachers covered by this Agreement or the Telluride Education Association.
3. A PARTY IN INTEREST is an employee who might be required to take action, or against whom action might be taken, in order to resolve a grievance or the Telluride Education Association.
4. A REPRESENTATIVE is a person selected by the grievant to assist him in the presentation of the grievance.

A GRIEVANCE COMMITTEE will be selected by the Association at the beginning of the school year for the duration of the contract.

Purpose

Good morale is maintained as problems arise, by sincere efforts of all persons concerned to work towards constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, equitable solutions to the problems that may, from time to time, arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

Procedure

No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived.

1. LEVEL ONE

The grievance process will begin at level one by presenting grounds and issue(s) of the grievance to the aggrieved person's principal in writing and scheduling a meeting with the principal within five (5) school days to discuss the grievance with the principal, at which time the aggrieved person may:

- a. Discuss the grievance personally.
 - b. Request that a representative accompany him.
 - c. Request that a Grievance Committee representative act in his behalf.
2. The principal shall write and sign his own grievance decision at LEVEL ONE within five (5) school days of the meeting with the aggrieved, the aggrieved and his representative, or the representative of the Grievance Committee. The aggrieved shall receive a signed and dated copy of the decision within the five (5) school days.

3. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL ONE or if no decision has been rendered within ten (10) school days after presentation of the grievance, the grievance may be filed in writing with the Grievance Committee within five (5) school days after the grievance decision has been rendered at LEVEL ONE or within fifteen (15) school days after the grievance was presented at LEVEL ONE, whichever is sooner. Such grievance shall then be filed by the Grievance Committee with the Superintendent within five (5) school days after the Association received such written grievance.

4. The Superintendent will represent the Administration at LEVEL TWO of the grievance procedure. The Superintendent will meet with the aggrieved person and the Grievance Committee's representative in an effort to resolve the grievance. Such meeting will take place within five (5) school days after the receipt of the written grievance by the Superintendent. The Superintendent shall render his decision within five (5) school days of the meeting.
5. Decisions rendered at LEVEL TWO 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.

4. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL TWO or if the decision has not been rendered within ten (10) school \ days after the Superintendent has heard the grievance, the grievance shall be filed with the Grievance Committee within five (5) school days after the grievance decision has been rendered at LEVEL TWO or within fifteen (15) school days after the grievance was presented at LEVEL TWO, whichever is sooner. If the Grievance Committee deems the grievance meritorious, it may demand arbitration within fifteen (15) school days after receipt of the grievance.

7. In the event of arbitration, the arbitrator shall be selected as follows: The Board and the Association shall each submit to the other a list of five (5) acceptable arbitrators within ten (10) school days after the demand to arbitrate has been made. From these lists a mutually acceptable arbitrator shall be selected if possible. Should the Board and the Association be unable to agree within the ten (10) school days upon a mutually acceptable arbitrator, the American Arbitration Association shall be called upon to furnish a panel of five (5) arbitrators from whom the parties shall select an arbitrator. Within five (5) school days after receipt of the panel of arbitrators from the American Arbitration Association, the parties shall meet to make such selection. The party demanding arbitration shall first strike a name from the list, and so on, until one name remains. The remaining name shall be the designated arbitrator.
8. The advisory arbitrator will have authority to hold hearings and make procedural rules. He will issue a report within fifteen (15) calendar days after the date of the close of the hearings or, if oral hearings have been waived, then from the date final statements and evidence are submitted to him.
9. All hearings held by the advisory arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.
10. The advisory arbitrator's report shall be submitted in writing to the Board and the Grievance Committee only, and shall set forth his findings of fact, reasonings, conclusions, and recommendations on the issues submitted. The arbitrator's awards shall be consistent with Law and with terms of this Agreement. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only.

11. Within five (5) school days after receipt of the arbitrator's report, the Board and the Grievance Committee will meet together to discuss the report before any public release is made.
12. The Board shall take official action on the arbitrator's report at their next official Board meeting following receipt of the report.
13. Costs for the services of the arbitrator shall be shared equally by the Board and the Association.
14. Either party may arrange for an electronic taped recording or an official stenographic record of the testimony at the hearings.

Rights of Participants

1. Neither the Board nor any member of the administration shall take any reprisal affecting any teacher, any party in interest, any Association representative, Grievance Committee member, or any other participant in the grievance procedure by reason of such participation.
2. The Grievance Committee shall have the right to be present and to state its views at any level of the grievance procedure, at the request of the aggrieved person.

Miscellaneous

1. The time limits provided in this Article shall be considered maximum, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board, the administration, and the Grievance Committee shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
2. If, in the judgment of the Grievance Committee, a grievance affects a group of teachers, they may submit such grievance directly to the Superintendent and the processing of any such grievances may commence at LEVEL TWO.
3. All written and printed matter dealing with a grievance will be filed separately from the office personnel files of the participants.
4. To facilitate operations of the grievance procedure, necessary forms for filing, for service notices, for making appeals, and other necessary actions shall be jointly prepared and distributed by the Board and the Grievance Committee.
5. The Board agrees to make available to the aggrieved person and his representative all pertinent information and documents not privileged under Law in its possession or control, and which are relevant to the issues raised by the grievance.
6. When it is necessary at LEVEL TWO or LEVEL THREE for a representative, or representatives, designated by the Grievance Committee to attend a meeting or hearing called by the Superintendent or the arbitrator during the school day, representatives shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived.

ARTICLE SEVEN
LEAVE PROVISIONS

Health Leave

The term, Health Leave, as used in this Agreement, shall mean a day of benefit leave intentionally used for the purpose of improving one's physical or psychological health, or that of one's immediate family as defined in Bereavement Leave section 2. Leave taken for recuperation from illness or visitations with a medical doctor, therapist, counselor, pastor, or other professional that will contribute to the member's improved health is consistent with the intent of health leave.

1. Each teacher shall accrue nine (9) days of health leave per contract year, prorated by FTE. Health leave may accumulate to a maximum of forty-five (45) days. At the end of any given year, all health leave days accumulated above forty-five (45) shall be reimbursed at \$125 per day no later than the following payday. No reimbursed days will accumulate in the teacher's health leave account.

Upon departure from the District, teachers will be reimbursed up to fifty-five (55) days of unused health leave at \$100 per day. A teacher with seven (7) or more years of service in the District will be reimbursed up to fifty-five (55) days of unused health leave at \$125 per day.

2. In order to foster continuity in the classroom and to facilitate the scheduling of substitutes, any prearranged health leave dates must be approved by the administration.
3. The District will provide all teachers a full accounting of all accumulated leave days the first week of each school year.
4. The Health Leave Provisions shall be consistent with the Family and Medical Leave Act of 1993. (See Appendix E)

Sick Leave Bank

1. The Association and the Board agree to establish a voluntary sick leave bank.
2. To be eligible for participation in the bank, a member must donate up to a maximum of two days of accumulated health leave to the bank whenever donations are solicited as determined by the Sick Leave Bank Board. If a member is unable to donate days, because of the lack of any accumulated health days, said days would be taken from his following year's health days as of September. Members who donate to the bank remain bank participants until another day is solicited. When the Sick Leave Bank reaches one hundred-fifty (150) days, bank days do not need to be solicited for that year from active members. New employees hired to the district will be given the opportunity, when employed, to contribute two days of health leave to the bank to create eligibility. Bank days will be solicited whenever the bank balance drops below 100 days in any one year. Members who choose not to donate to the bank when donations are permitted in accordance with this section shall remain ineligible to participate in the bank until the following September or until general donations are solicited.
3. Any days remaining in the sick leave bank at the end of the school year will be carried over to the next school year and will be made available for use during the subsequent school year.
4. Bank days may not be granted until a member has used all of his individual health leave days.
5. If a member is receiving compensation from the District's worker compensation fund or the PERA disability fund, he will not be eligible to receive bank leave days for the same period of time.
6. Benefits of the bank shall be restricted to illness of participating teachers. Application for benefits of the sick leave bank will be made in writing on a form developed by the Sick Leave Bank Board. Such forms will be made available by the Association. A doctor's statement specifying the nature of the illness, the dates, and extensiveness of medical service to the teacher, and the date of the patient's

release for return to teaching duties may be required. The Sick Leave Bank Board may require the opinion of a second physician.

7. It shall be the responsibility of the member to apply for sick bank days. Application for bank days shall be made to the Sick Leave Bank Board composed of three members of the Association appointed by the Association, one building principal, and one school board member. This board shall have the responsibility for the administration of the Sick Leave Bank. It shall also be the responsibility of this board to advise the applicant of the district's workers compensation insurance and the PERA disability insurance fund and to apply for such when applicable.
8. If any applicant feels he was improperly denied bank days by the Sick Leave Bank Board, the matter will be referred to an Appeal Board, comprised of three members of the Executive Council of the Association, the President of the School Board, and the Superintendent of Schools, which will make the final decision. The Appeal Board may secure the advice of the District's medical advisor and the Sick Leave Bank Board before making that decision. Any expenses will be shared equally by the District and TEA.
9. The accounting of the number of days in the Sick Leave Bank and the number of days used by an individual will be maintained by the business office of the district and reported to the Sick Leave Bank Board on a yearly basis.

Personal Leave

1. The term, Personal Leave, as used in this Agreement, shall mean a day of pre-approved benefit leave intentionally used to accomplish matters of personal concern, excluding matters pertaining to health unless such days have been used.

Each teacher shall accrue four (4) days of personal leave per year, prorated for FTE. Unused leave shall accumulate from year to year to a maximum of eight (8) days. Personal leave should be approved by the administration a minimum of two days in advance. In case of emergency the administrator may waive the two-day notice.

The use of personal leave days before or after a vacation is strongly discouraged. Approval will be granted by the Administrative Team only under extraordinary circumstances. Preliminary review of a disputed denial may be held between the members of the TEA Leave Committee and the Administration.

Personal leave dates must be approved by the Administration and should be submitted at least two (2) days in advance. Personal leave before or after a vacation must be submitted at least two (2) weeks in advance.

2. A teacher who has used up all of his/her personal days may still apply to take a personal day for special reasons. If approved, it would be the teacher's responsibility to contact the district office and choose either trading in three (3) "Health Leave" days for one (1) "Personal Leave" day, or else have one day's salary deducted at his/her per diem rate. The "per diem" rates are determined by contract days, and would be deducted from the teacher's salary. No other deductions, such as cost of a substitute, would be deducted from the teacher's salary in this case.
3. A teacher with seven (7) or more years of service in the District who has used up all of his/her personal days may still apply to take a personal day for special reasons. If approved, it would be the teacher's responsibility to contact the district office and choose either trading in one (1) "Health Leave" day for one (1) "Personal Leave" day, or else have one day's salary deducted at his/her per diem rate. The "per diem" rates are determined by contract days, and would be deducted from the teacher's salary. No other deductions, such as cost of a substitute, would be deducted from the teacher's salary in this case. The maximum number of "Personal Leave" days that can be used in a contract year is limited to eight (8) days. "Health Leave" days may only be traded for "Personal Leave" days for use during the current contract year and shall not be traded for the express purpose of getting paid out in June.

4. All unused personal leave may be paid out in June at the teacher's request at \$125 per day. If not requested, unused personal leave greater than the maximum number of carryover days will automatically be paid out in June at \$125 per day.

Emergency Leave

1. Emergencies are defined as natural events (avalanche, rock slides, blizzards, etc.) Which cause the road between a teacher's home and school to be officially closed, thus preventing the teacher from reporting to work.
2. This emergency leave will not be deducted from the employee's accrued leave.
3. The teacher is expected to report to work as soon as the road is officially re-opened.
4. Other travel delays are not considered emergencies - any delay in reporting to school will result in a deduction from accrued personal leave. (Reference Personal Leave #2, page 15 of Master Agreement)

Professional Leave

The term, Professional Leave, as used in this Agreement, shall mean a day of benefit leave requested by the teacher for use to enhance the professional growth and performance of the teacher and to ultimately improve the learning outcomes for the District.

Each teacher shall be granted three (3) days of professional leave per year. The use of two (2) additional days for professional leave from the teacher's accrued Personal Leave may, upon approval, be considered consistent with the intent of personal leave. Professional leave days must be approved by the administration. Activities attended at the request of Administration shall not be charged against professional leave but shall be considered "school business". Participation in Negotiations shall be considered "school business."

Professional leave may be requested for the purpose of participating in the activities or programs of the NEA, CEA, or TEA. Related costs other than substitute pay shall be borne by the teacher or the Association.

Dates and travel time for Professional Leave must be approved by the Administration, and these days do not carry over from one year to the next.

Association Leave

A minimum of four days leave will be available to the Association to conduct Association business or attend Association related conferences. Association Leave must be approved by the building principal and the TEA president. The leave will not carry over.

National Board Certification Leave

A maximum of three (3) days leave will be available to National Board Certification candidates to complete certification licensing requirements.

Maternity Leave

Maternity Leave is defined as leave commencing when the child is born or when the mother becomes medically disabled during the pregnancy.

1. Any pregnant teacher shall be entitled to use the teacher's accumulated health leave for such period of time as she is medically disabled from performing her job by reason of pregnancy or delivery.

Provided, however, that any teacher who is adopting a child, or teacher who upon recovery from a normal delivery, wishes to remain home with a healthy child, may use accumulated health leave. If the teacher wishes to remain home longer she may apply for unpaid maternity leave.

2. Not later than the end of the fourth (4th) month of her pregnancy the teacher will advise her principal or immediate supervisor of her pregnancy, of her expected delivery date, and of the date upon which she anticipates commencing and ending her maternity leave barring unforeseen medical developments.

Any teacher who is planning to adopt a child should keep his/her principal informed as closely as possible as to the progress of the adoption process in order to help plan for her/his absence when the adoption is finalized.

3. Additional health leave may be granted for medical disability related to pregnancy. The health leave granted shall be consistent with the Family and Medical Leave Act (FMLA) of 1993 (See Addendum Appendix E and the U.S. Government Department of Labor website: www.us.dol.gov for more information on FMLA). The teacher shall be required by the Board to verify the period of her medical disability by forwarding a medical doctor's statement or certificate to the District. A medical statement shall be required if the teacher requests additional health leave.
4. When accumulated health leave days are exhausted, or in the event the teacher does not desire to use such days during her maternity leave, the teacher shall be entitled to take unpaid maternity leave.
5. Any expectant father or adoptive father shall be entitled to use his individual accumulated health/personal leave days for a period of time not to exceed fifteen (15) days. However, in the event of medical complications with the child or mother, health/personal leave shall be used in accordance with the Health Leave provision. It is the intent of the Board to encourage paternity leave.
6. Normally a teacher will be expected to return from maternity leave as soon after her delivery date or other termination of her pregnancy as she is medically able to perform her job. Teachers requesting leave beyond the Family Medical Leave Act (FMLA) may apply for unpaid leave of absence. See Article 7, Section 8, Unpaid Extended Leave of Absence (UELA).
7. Upon their return to school, teachers on unpaid maternity leave shall be guaranteed their prior assignment, or a position for which they are qualified upon return to the District.

Sabbatical Leave

1. A teacher shall be eligible to apply for sabbatical leave after the completion of the seventh (7th) year of teaching in the District. When granted and funds are available, the District shall pay fifty percent (50%) of the teacher's salary excluding benefits for the subsequent year.
2. A sabbatical leave is interpreted as leave from active duty granted for improving instruction and/or furthering defined District goals. Professional study, related travel, or other approved pursuits that will contribute to the teacher's cultural and professional qualifications may be considered consistent with the purpose of the sabbatical leave.
3. A sabbatical leave shall not be considered an interruption of service to the District. Therefore, upon return to the District the teacher shall be granted a full year's experience credit for the sabbatical year.
4. Teachers on Sabbatical Leave shall be guaranteed their prior assignments, or positions for which they are qualified upon return to the District. The person replacing the teacher on sabbatical leave will be employed with the understanding that the teacher returning from sabbatical leave could be returned to that position.
5. Detailed requests for sabbatical leave shall be submitted by March 1st.

6. a. A committee consisting of two (2) teachers selected by the Association by September 30th of the school year and two (2) administrators shall be formed to review sabbatical leave requests on the basis of the criteria stated above, and forward the findings of this review to the Board. The Board will act upon such requests no later than the May Board meeting.
- b. The committee and the teacher returning from sabbatical will meet no later than October 15 to review the completed work and its planned implementation.
7. The number of teachers granted sabbatical leave per year shall not exceed ten (10) percent of the total FTE (full time teacher equivalent).
8. A teacher taking sabbatical leave must sign an agreement to return to the District for at least one (1) year following the sabbatical leave. In the event the teacher does not return, he/she shall repay the salary paid to him/her during such leave.
9. As of the 2014-15 TEA Master Agreement, The Sabbatical Fund in the District Budget will no longer exist. Remaining funds will be transferred to the Professional Development/Continuing Education Fund.”

Unpaid Extended Leave of Absence

Unpaid Extended Leave of Absence (UELA) is to be considered as a benefit to the employee to cover any circumstances not covered under any article of this Agreement, but shall not be requested without documented cause nor granted without Board approval.

1. The Board may grant UELA if the purpose or conditions of the requested leave satisfies the following criteria.
 - a. The leave of absence will be beneficial to both the employee and the District.
 - b. The employee must have completed four (4) years of continuous service.
 - c. The employee must be highly qualified for their position.
 - d. The service in Section 1(b) must have been satisfactory as evidenced by evaluation reports.
 - e. A recommendation supporting the employee's request from his supervisor is on file.
 - f. The requested leave shall be for one year.
 - g. No more than two (2) employees shall be granted UELA in one year.
 - h. Before an applicant is granted an UELA, a suitable interim teacher shall be found. The replacement teacher shall be hired with a one (1) year contract.
2. UELA requests must clearly state the purpose of the leave with emphasis on how the employee's performance, knowledge, competencies, or personal growth will be improved and have a positive impact on the educational program of the District.
3. UELA requests for the pursuit of graduate education must be accompanied by proof of acceptance into a graduate program.
4. Written request for an UELA shall be given to the office of the Superintendent not later than March 1, except in case of extreme emergency.
5. The requirements specified in Section 1 above may be waived by the Board if an extreme emergency can be documented. An extreme emergency shall be one of unforeseen circumstances prohibiting

the request being made in accordance with the required dates listed above. These requests will be considered on their own merits and supporting rationale, and must comply with all other criteria listed in this Article.

6. Each teacher granted an UELA, subject to the terms of the contract (Appendix C), must notify the office of the Superintendent in writing by March 1 of his intention regarding continued employment.
7. Requests to rescind a UELA previously approved by the Board shall be evaluated on an individual basis. Appropriate consideration will be given to the needs of the instructional program and staffing requirements that may exist at that time.
8. Teachers on approved UELA's will be considered as members of the staff of the school(s) to which they were assigned prior to the leaves for determining involuntary transfers, RIF's, etc.
9. The recipient of the UELA will be assigned to a position for which the teacher is qualified upon return to the District. In the event the teacher's former position is available the teacher may be returned to that position.
10. No later than May 1 the District shall offer a position for which the employee is qualified. If he does not accept that position within fourteen (14) calendar days after the offer is communicated, the employee shall be deemed to have resigned from the District.
11. All benefits and service credit accrued by the teacher prior to being granted any UELA will be restored and continued at the time of return to regular duty in the District.
12. While on leave, a teacher shall have the option to remain an active participant in health insurance benefits and PERA at the teacher's expense.
13. The recipient of an UELA will not be granted a salary step increase or be credited for an additional year of experience for the year the UELA is taken.
14. All recipients of UELA shall sign the contract set forth as Appendix C to this Agreement and incorporated herein by this reference.

Military Leave

A maximum of ten (10) school days per year shall be granted without loss of pay to teachers who participate in military service duties of short duration. Such leave shall not be cumulative.

Jury Duty Leave

A teacher shall be granted leave without loss of pay when called for jury duty or subpoenaed as a witness. If jury duty is canceled either prior to or any time during the jury duty day, the teacher is expected to return to work.

Bereavement Leave

1. Leave may be granted any teacher in the event of death of members of the teacher's immediate family following notification of the principal or teacher's immediate supervisor.
2. Immediate family is defined as the husband, wife, son, son-in-law, daughter, daughter-in-law, sister, brother, brother-in-law, sister-in-law, father, mother, grandparents and grandchildren, godparents or godchildren of either the teacher or the husband or wife of the teacher; and any others living in the household of the teacher.
3. Death leave in excess of five (5) consecutive days shall be charged to the teacher's accumulated health leave days up to an additional five (5) school days.

ARTICLE EIGHT
GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

Standard Teaching Day

The standard teaching day for Full Time employees begins 15 minutes before the beginning of school, and ends 15 minutes after the end of school or by mutually agreed upon arrangements between the teacher and administration.

Activities conducted beyond the standard teaching and workday, which are directly related to a member's subject area or general school duties involving faculty participation in support of the educational program, are considered a part of the standard teaching assignment. For example: individual conferences, faculty meetings, department or committee meetings, club and class advisorships, open houses, back-to-school night, and meetings with parents.

Planning Time

1. Elementary teachers shall have a continuous planning period of at least forty-five (45) minutes daily, or an equivalent amount of time within the week for planning preparation during the student school day. Secondary teachers shall be given two (2) instructional periods per day for planning time or an equivalent amount of time within the week.
2. A teacher who takes on additional teaching responsibilities during his or her plan time shall be compensated at a rate proportional to his or her annual salary per extra time taught.
3. K-12 Shared Teachers shall be given a continuous planning period of forty (40) minutes daily or its equivalent.
4. Nothing less than 20 consecutive minutes will be counted toward planning time with consideration being given during scheduling for the maximum amount of consecutive minutes possible.
5. Teachers may leave their school during preparation, planning, or conference periods with prior notification to the administration.

Shared Teachers

1. Teachers shall be provided fifteen (15) minutes of travel time between buildings when they have a schedule that has back-to-back classes.
2. K-12 Shared Teachers will meet within the first month of school together with both principals to determine their primary assignment evaluation process, clarify extra duty assignments, leave procedures, and staff meeting obligations in each school.

Teacher Files

1. Any material related to a teacher's evaluation, conduct, service, character, health, or personality shall not be placed in the personnel files unless the teacher is first given the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that a signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
2. The teacher shall have the right to answer any material filed, and his answer shall be attached to the file copy.
3. Upon request, teachers shall be permitted to examine their files.

4. Teachers shall be permitted to reproduce any materials in their files.
5. A teacher's personnel file shall not be transferred to another district.
6. A record of any incident to be placed in the file must be within ten (10) days of the administrator's awareness of its occurrence.

Contract Year

1. The contract year for teachers shall be congruent with the yearly school calendar developed by the Telluride Education Association, School Board, and administration, and approved by the Colorado Department of Education. The Board may schedule seven (7) contract days during the school year for classroom planning, in-service training, and orientation. The contract year will be 181 days.
2. Teachers shall be compensated at their per diem rate for duties required before or after the contract work year as scheduled on the official school calendar.
3. Teachers shall not be required to assume assignments, duties, or responsibilities that extend beyond the terms of their contracts. Any additional assignments shall be strictly voluntary and, if appropriate, shall be compensated as per the Extra Duty Salary Schedule.

Student Teachers

If the regular classroom teacher is absent for the day and has a student teacher, the District shall hire a qualified substitute to fulfill State Law that provides that a certified person be present. The student teacher may conduct the class under the supervision of the substitute.

Administrative Evaluation

1. "The Board is to gather, discuss and consider faculty input regarding the Superintendent's performance as part of the Board's process of the Superintendent's evaluation and contract negotiation."
2. The Monday after Thanksgiving a superintendent survey will be sent out by the School Board President to all teachers and staff. It will be open for no less than 1 week and will be distributed in a manner determined by the School Board (electronically or on paper). The Board will review the results no later than the subsequent January Board meeting.
3. By February 1, a principal survey will be sent out by the Superintendent to all teachers and staff of their respective buildings. It will be open for no less than 1 week and will be distributed in a manner determined by the Superintendent (electronically or on paper). The superintendent will review the results no later than the subsequent March Board meeting.
4. The Theory into Practice Group will continue their collaborative work to further develop positive building and district level culture and climate and develop additional processes to encourage collaborative dialogue amongst all TSD employee stakeholders.

Transfers, Reassignments and Vacancies

- 1. Transfers** shall mean those changes involving moves from one school to another. Teachers who wish to transfer shall file a letter of request to transfer with the Administration. The letter of request must be on file before a transfer request will be considered. Transfers will require an interview process.
- 2 Reassignments** shall mean those changes involving moves within a school to different grade levels or subject areas. This is not considered a transfer. Teachers who desire a change of assignment within a school shall discuss the matter with their principal. Requests for reassignment shall not be unreasonably denied and shall be given first consideration over transfer requests. Reassignment that includes a change in subject will require an interview process. Reassignment requests will be acted upon in a timely manner to facilitate the posting of vacant positions.

Any teacher who has applied for and has been denied a transfer or reassignment shall upon request by the teacher be given written reasons from the Superintendent for such denial.

3. Vacancies

- a. Experience and qualifications shall be determining factors, and length of service shall be considered, in filling vacancies or staffing new positions. When filling such vacancies, currently employed teachers shall be given the first opportunity to apply for the positions.
- b. The Superintendent will inform all staff whenever vacancies or new positions occur or become known. Notification will be e-mailed to each staff member. Such notification shall occur in a timely fashion and in all cases, notification to currently employed staff shall occur prior to public advertisement. Teachers within the District must apply in writing by the advertised deadline.
- c. If vacancies occur after the regular school year has ended and before July 16th, teachers shall then be notified by email immediately following the District's knowledge of such vacancy or opening and shall be given a minimum of 5 days to apply. If the vacancy occurs July 16th or later, Administration will notify teachers by email of the vacancy but will actively hire this position as soon as possible. Every effort will be made to contact teachers who have previously expressed a written interest filed with the Administration.

4. Involuntary Transfers and Reassignments

- a. Teachers shall be involuntarily transferred and involuntarily reassigned only for sufficient educational reasons in the best interest of all students. Involuntary transfers and involuntary reassignments shall not be used by any administrator for punitive or disciplinary action. Involuntary transfers will be initiated by consideration of teacher performance based on written evaluation.
- b. A decision to involuntarily transfer or reassign a teacher will involve face-to-face collaboration with the building principal and the teacher involved as early as possible to ensure notification no later than April 1st. Upon request of the teacher a meeting shall be arranged between the teacher involved and the Superintendent and/or his designee, at which time the transfer or reassignment will be discussed along with the reasons for the transfer or reassignment. The teacher may choose a representative to be present at such a meeting.
- c. Involuntarily transferred or reassigned teachers will be assigned prior to filling vacancies.
- d. In the event of unforeseen circumstances or changing economic realities that occur after the April 1st notification period, and after collaborative discussions with the building principal and potentially affected teacher(s), an involuntary transfer or reassignment will be acted upon in a timely manner in the best interest of all students.

Just Cause Provision

No teacher shall be disciplined, reprimanded in writing, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

Maintenance of Standards

Teachers will be notified of contemplated changes or additions in Board policies affecting teacher work conditions, and invited to provide input and discuss such changes prior to any Board action.

Curriculum Development

The parties acknowledge the Board's statutory responsibility to establish curriculum throughout the District. In order to meet this responsibility it is the Board's intent that curriculum development and changes will be generated with input from the professional staff and the community.

Class Size

CLASS SIZE is a given number of students assigned to a classroom teacher for a specified instructional period on a given day.

1. The Board and the Association acknowledge that proper class size is a function of many factors, including course objectives, subject matter, teaching process, scheduling patterns and style of educational activity. Further, that every effort will be made to adjust class size to allow maximum attention to each student. Except in extraordinary circumstances, pupils will not be placed in any classroom in larger numbers than the capacity of the teaching facilities available in that classroom.
2. If any teacher or administrator, who in his professional judgment, believes that the class size is educationally improper, the teacher and principal shall confer regarding possible solutions to the problem.
3. Placement of an aide shall be considered by the administration when the class size exceeds twenty-five (25).
4. At the teacher's request, when a class size reaches thirty (30) students, the administration will consider alternatives to alleviate the problem, i.e., splitting the class into two (2) groups or regrouping.

Non-Teaching Duties

1. Non-teaching duties shall be kept to a minimum and shared by the entire staff at a given building.
2. Every effort shall be made by the principal and the District to restrict the assignment of non-teaching duties to teachers.
3. Teachers involved in curriculum development beyond the scope of normal teaching demands will either be given school time to work on curriculum or will be compensated for after school time.

Teacher Assignments

1. Teachers may be given the opportunity to indicate in writing their preference in subject and grade assignments by March 1 for the next school year.
2. No later than June 1 of each school year, teachers shall be notified of probable subjects, special classes, and/or grade level(s) to be taught the following year. A change in assignment after this date would occur only for valid educational reasons such as a drop in district enrollment or reduction of funding.

3. Teachers returning from any leave of absence shall be guaranteed a position for which they are qualified upon return to the District.

Retirement

1. All District R-1 teachers are under the State Retirement Act and the Public Employment Act of Colorado.
2. Teachers who retire from the School District qualify for COBRA (Consolidated Omnibus Budget Reconciliation Act).

Reduction in Force

Any reduction or decrease in teaching staff shall be in accordance with Colorado statutes in effect.

1. The Board may cancel employment contracts of non-probationary teachers without penalty to the District when the Board determines that there has been a justifiable decrease in the number of teaching positions.
2. When a justifiable decrease in the number of teaching positions within a particular endorsement occurs, teachers occupying such positions who are employed under letters of authorization or temporary contracts and probationary teachers occupying such positions shall have their employment terminated first. Non-probationary teachers shall be terminated last.
3. When the administration and the Board have determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur, they shall make reasonable efforts to avoid canceling the employment contracts of teachers within the endorsement area through utilization of the following guidelines: retirement, resignations, extended leaves of absence, voluntary transfers, intra-building assignment changes, administrative transfers, and other alternatives.
4. When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur and that such decrease will require cancellation of the employment contracts of one or more non-probationary teachers, the Telluride Education Association shall be given notification and shall be provided the opportunity for its representatives to discuss the cancellations with the Superintendent. The notification shall include the rationale for the decreases.
5. Criteria to be used for determining which non-probationary teachers face possible cancellation of their employment contracts as a result of a justifiable decrease in the number of teaching positions is of mutual interest to the Board of Education and the Telluride Education Association. Therefore, a seven-member joint committee shall be appointed by the Board and the Telluride Education Association to investigate and analyze this issue. This committee shall be established by January 15th to serve for one school year. Three members shall be appointed by the Board, with the Superintendent serving as the chairperson, voting only in case of a tie. The committee shall evaluate programs in the light of District needs and shall decide upon a method of weighting criteria A-E, listed below.
These recommendations are to be presented to the Board within thirty (30) days of notification of the need to reduce the teaching force. Telluride Education Association committee members may choose to refuse to participate in examination of teacher files and in determination of which teacher's contract to cancel.
6. Criteria to be considered by the joint committee in making their recommendations to the administration and Board for reduction in force shall include the following:

- a. Years of teaching experience (teaching experience -- years of service in the District, length of service in current assignments, number of years teaching experience in area of certification, total number of years teaching experience).
- b. Professional preparation (educational degrees, areas of endorsement, related non-teaching experience).
- c. Areas of preparation, accreditation and endorsement.
- d. Quality of previous service (evaluative recommendations).
- e. Teacher's contributions and commitment to students and District (extracurricular duties, service to the District beyond contractual duties).

The above criteria are not listed in any specific order of importance. Their relative importance shall be considered in relation to program needs. Any additional criteria to be considered shall be agreed upon by the joint committee and stated in writing. If two or more teachers with equal criteria (in the judgment of the joint committee) are being considered for reduction in force, the teacher with the most seniority in the District shall be given preference of placement.

7. Non-probationary professional staff whose contracts are to be canceled under this policy shall be given notice in writing forty-five (45) days in advance of such action. The notification shall specify the reason or reasons for cancellation of the contract. Determination for cancellation of contract of non-probationary professional staff shall be recommended by the Superintendent and made by the Board.
8. Such notices shall be served upon the teachers personally or by certified or registered mail to the last address which the teacher provided to the central office.
9. Every non-probationary teacher so notified, at his request made in writing and filed with the president or secretary of the Board within ten (10) days of receiving notice, shall be granted opportunity for a hearing before the Board to determine whether there is sufficient reason or reasons for cancellation of contract.
10. If a position becomes available within two (2) years of the date on which the Board cancels the employment contract of a non-probationary teacher, the Board shall make every effort to notify the former non-probationary teacher(s) who is qualified for that position. That teacher will be notified of the vacancy and considered before the available position is advertised or made public.

All benefits which a non-probationary teacher has earned at the time that his employment contract was canceled, including unused accumulated health and personal leave, non-probationary status rights, credit for sabbatical eligibility and salary schedule placement, shall be restored to the teacher upon his re-employment. There will be no increment increase unless the teacher has been working as a teacher in another District in the interim. In such a case, the teacher will be granted an increment increase for each year of teaching out of the District, up to a maximum of step 10, as is consistent with District policy regarding experienced teachers new to the District.

Job Sharing

1. JOB SHARING shall exist as an option for employees of the Telluride School District. Whether or not the JOB SHARING option shall pertain to any particular position will be determined on a case-by-case basis by the building principal in consultation with potential participants.

JOB SHARING shall mean the occupation of a single, full-time staff position by two (2) teachers, non-probationary and probationary.

2. Teaching schedules shall be arranged in a manner to provide for an equal workload between the participants during the course of the school year.
3. Any full-time teacher can request that their respective position be considered for JOB SHARING. Such request shall be made in writing and directed to the building principal by March 1 of the school year preceding the one for which the JOB SHARING is requested.
 - a. Participants shall submit a proposal for Job Sharing outlining a division of duties to the building principal.
 - b. In making the determination as to whether or not a job may be shared, the building principal shall first consider the impacts of such a designation on the overall educational environment and the potential harm or benefit to the students affected. Other factors may be considered such as: team compatibility, teaching styles of potential participants, scheduling, space and classroom availability, subject areas, grade levels, curriculum, and costs.
4. Teachers who meet the Job Sharing criteria described in section 3 above may agree to share one job position for a period of time not less than one (1) year. A team may renew its Job Sharing upon recommendation of the building principal. Teachers returning from a Job Sharing position will return to their former or comparable position at the same school.
5. Teachers interested in Job Sharing may identify to the building principal another teacher currently employed with the District who will be willing to Job Share with them. If a teacher cannot be identified from the other teachers currently employed within the District, the District may choose to use hiring procedures to select a teacher for the Job Sharing. The District will be responsible for determining Job Sharing eligibility.
 - a. Once a Job Sharing team has been tentatively approved by the building principal, the teachers agreeing to Job Sharing shall submit a completed application delineating job duties and responsibilities to the building principal and the completed application will be submitted to the Superintendent's office.
 - b. Any recommendation to approve a Job Sharing position shall be handled as any other personnel matter and approved by the Board of Education.
 - c. All applications for and/or renewals of Job Sharing positions for the following year must be submitted by March 1. All agreements for Job Sharing positions for the following year must be acted on by June 1.
6. Participants in the Job Sharing agree to half-time teacher status at half their annual salary, as determined by their positions on the adopted Salary Schedule as a full-time teacher at the time they begin the Job Sharing assignment. Special assignments shall continue to be paid at their full rate such as those listed on the interscholastic activities salary schedule.
7. Continuous full-time service will accrue for a teacher in a shared-time position teaching one half day for the entire school year. In other words, teachers Job Sharing one half day for the school year will move one vertical step on the certified salary schedule for each contract year completed in a Job Sharing arrangement.
8. Teachers involved with the Job Sharing will receive prorated fringe benefits:
 - a. Health Leave.
 - b. Opportunity to participate in the Sick Leave Bank.
 - c. Option to participate in PERA. However, a full year's service credit under PERA will not be afforded during the Job Sharing.

- d. Option to participate in Health/Life Insurance on a proportionate basis (District pays the proportionate share of a single premium and the employee pays the balance of the premium).
 - e. Personal Leave.
 - f. Professional Leave.
 - g. Bereavement Leave.
 - h. Jury Duty Leave.
 - i. Option to participate on a prorated basis in other fringe benefit programs contained in this agreement.
9. After consultation with the participants, the teaching schedule will be determined by the building principal.
- a. Both teachers will attend required faculty meetings.
 - b. Teachers will participate in scheduled parent conferences, as required of all other full-time staff.
 - c. Teachers must share equally the responsibility in meeting identified building or position needs, provided the work load for a Job Sharing team shall not be greater than the equivalent of one (1) full-time teaching position.
 - d. Teachers shall receive planning time during the workday commensurate with the percent of time taught.
 - e. The building principal will annually review Job Sharing teams and recommend their continuance or dissolution.
10. Teachers approved for the Job Sharing will be subject to the same contract terms and conditions of employment as other teachers.
11. Job Sharing shall not be used as a means of reducing the work force.
12. Teachers shall retain non-probationary status or accumulate a full year's credit toward non-probationary status during the Job Sharing period.
13. If one (1) teacher in a Job Sharing position has an illness, or is on approved leave, the other teacher may agree to teach full-time during the illness or leave at prorated substitute pay. Neither shall be required, in the other's absence, to substitute.

ARTICLE NINE
TEACHER IMPROVEMENT AND EVALUATION

1. State Provisions

This Article shall include all provisions of state law and the guidelines adopted by the State Board of Education.

2. Purpose

The primary purpose of evaluation is to improve instruction, to enhance the implementation of programs of curriculum, to serve as the measurement of satisfactory performance (as defined in the School Board adopted teacher evaluation instrument) for individual teachers, to serve as documentation for unsatisfactory performance dismissal proceedings, to serve as a measurement of the professional growth and development of teachers, and to evaluate the level of performance of teachers within the District. It shall be used as the primary, but not the sole factor in determining the continuation of employment in the District.

3. Fall Orientation

By September 15 of each school year, building level administrators will provide an opportunity for all teachers to receive observation and evaluation forms, methods of observation and evaluation, and specific evaluation criteria and guidelines. By October 15, the teacher shall:

- a. Familiarize himself with pertinent state law, District, school, grade level and/or department goals,
- b. Preview the Performance Review and Evaluation Handbook,
- c. Complete the self-evaluation,
- d. Develop in writing his/her individual goals and objectives to be finalized with administrator input at pre-observation conference, and
- e. Schedule an appointment for a pre- and post observation conference with the building administrator.

4. Observation

Evaluations shall be based upon both formal and informal observations. A minimum of two documented observations each year is required for Probationary Teachers and a minimum of one documented observation each year for Non-Probationary Teachers prior to completion of any evaluation.

A documented observation must be at least one continuous instructional period of a minimum of forty-five (45) consecutive minutes in the classroom. All documented observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

Informal observation of a teacher may be conducted without notice at any time. The practice of eavesdropping shall be prohibited. No evaluation information shall be gathered by electronic devices without the prior written consent of the teacher. Prior to a documented observation, a pre-observation conference shall be held for certificated staff/teachers. Evaluators shall hold post-observation conferences with the teacher within a maximum of ten (10) contract days of a documented observation. Observations shall be conducted by administrators/supervisors who have an administrative certificate or principal with an administrator license and education and training in evaluation skills.

5. Evaluation Criteria

Evaluations shall be conducted by an administrator/administrators who hold an administrative position of either the district superintendent or building principal. Recommendations for dismissal, non-renewal, or remediation of a teacher must be made by an administrator/administrators who hold an administrative position no less than principal. Any teacher assigned to more than one (1) school building may be observed within each building and the evaluation conference and the evaluation form shall be completed with input by all building administrators.

Teacher improvement and evaluation process shall be based on evaluation criteria and guidelines as defined by the Performance Review and Evaluation Handbook mutually approved by the Association and the Board. The administration shall use the mutually approved forms.

An evaluation conference shall be held between teacher and administrator following the completion of the data-gathering process. The final post-observation conference and the evaluation conference may be held simultaneously. A copy of the evaluation shall be provided to the teacher twenty-four (24) hours prior to this evaluation conference, if requested. The teacher may furnish written comments relative to the evaluation that shall become a part of the evaluation and will be included in the teacher's personnel file.

6. Schedules for Observations and Evaluation of Probationary and Non-Probationary Teachers

Probationary teachers shall receive at least two formal observations and one summative evaluation by May 15th of every year.

Probationary teachers shall be observed for the first time no later than November 15th and an additional time no later than February 15th every year.

Non-probationary teachers shall receive at least one documented observation each year no later than May 15th and at least one summative evaluation every year.

All evaluations for probationary and non-probationary teachers shall be completed no later than May 15th of a given year.

If during the school year, a teacher is transferred to a new position at least one observation shall be made in the new position.

7. Final Recommendations

A. Plan for Improvement

An evaluation report shall be issued upon the completion of an evaluation and shall:

1. Be in writing;
2. Contain a written improvement plan which shall be specific as to what improvements, if any, are needed in the performance of the certificated personnel and shall clearly set forth recommendations for improvements, including recommendations for additional education and training during the teacher's recertification process;
3. Be specific as to the strengths and weaknesses in the performance of the individual being evaluated;
4. Specifically identify when a direct observation was made;
5. Identify data sources;

6. Be discussed and be signed by the evaluator and the person being evaluated, each to receive a copy of the report. The signature of the report of any person shall not be construed to indicate agreement with the information contained in the report.
7. Attach any written explanation or other relevant documentation if the evaluatee disagrees with any of the conclusions or recommendations made in the evaluation report;
8. Be reviewed by a supervisor of the evaluator, whose signature shall also appear on said report.

B. Plan for Remediation

If the performance evaluation has three (3) or more major criteria areas which are not proficient, a remediation plan addressing non-proficient performance shall be written by the teacher and the administrator with final approval being the responsibility of the administrator, within ten (10) school days of the evaluation conference. The remediation plan shall include, but not be limited to: improvement objectives that are measurable, processes to assist improvement provided by the administrator, reasonable time lines for the completion of activities, provisions for monitoring progress, and provisions to determine whether the objective (s) was/were achieved.

If the next evaluation shows that the teacher is now performing proficiently, the administrator will continue to monitor progress. If, during the remediation plan period, subsequent evaluations shows the teacher is still not performing proficiently, the evaluator shall either make additional recommendations and continue the remediation or may recommend the non-renewal of a probationary teacher in accordance with 22-63-203 CRS or the dismissal of a non-probationary teacher in accordance with 22-63-301 CRS and pursuant to the procedures in 22-63-302 CRS.

ARTICLE TEN
STUDENT DISCIPLINE

1. The professional staff and administration shall establish a set of general guidelines for the school. Students shall be expected to follow these guidelines and teachers and the administration shall enforce such school rules and regulations.

When a student is referred for disciplinary action, the referring teacher shall, whenever possible, transmit a memorandum to the principal. This memorandum shall include a brief overview of the student's attitude and behaviors as are known to the teacher.

2. The Board and the administration recognize their responsibility to give all reasonable support and assistance so that teachers can maintain control and discipline while engaged in their duties and responsibilities as teachers.
3. A teacher may temporarily exclude a student from a class when the student's misbehavior or the disruptive effect of a student's conduct makes his presence during the class period intolerable to the learning process in the classroom.
4. Whenever it appears that a student requires the attention of professional persons other than the teachers (such as, but not limited to, counselors, psychologists, social workers, law enforcement personnel, or other professional persons), a teacher will inform his/her principal or superintendent so that reasonable steps shall be taken to relieve the teacher of responsibility for damage caused by such student.
5. Any person employed by the District, may within the scope of his/her employment, use and apply such amounts of force as are reasonable and necessary for the following purposes:
 - a. To restrain a pupil from an act of wrongdoing.
 - b. To quell a disturbance threatening physical injury to others.
 - c. To obtain possession of weapons or other dangerous objects upon a pupil or within the control of a pupil.
 - d. For the purpose of self-defense.
 - e. For the protection of persons or property.

Any case of assault shall be promptly reported by the principal to the Superintendent. The administration and Board shall provide all necessary support to a teacher who is subject to or charged with an assault during the course of his duties, providing the teacher was acting in accordance with the above.

ARTICLE ELEVEN
TEACHER SALARIES & BENEFITS

Salaries

1. Teacher Salary Schedule (See Appendix A)
2. National Board Certification
 - a. Teachers who achieve National Board Certification (NBC) will receive a one-time \$2,500 stipend in the year the certificate is earned. When proof of certification is presented to the district, the stipend will be paid in the subsequent payroll. Every year thereafter the teacher will receive a salary increase equal to 5% of the matrix base salary during the validity of the certificate.
 - b. The school district will pay the application fee for National Board Certification up to \$750 per individual. This money will only be available for disbursement after individuals have applied for all other federal and state subsidies for which they are eligible. The teacher will reimburse the district's contribution if he/she does not complete certification (see Appendix H).
 - c. Teachers must declare intent to participate in NBC for the following year by January 15th for budgeting purposes.
 - d. Teachers entering the district who hold National Board Certification will receive a salary increase equal to 5% of the matrix base salary during the validity of the certificate.
3. Extra Duty Pay Schedule (See Appendix B)

Benefits

1. Insurance Benefits

Each certified teacher is entitled to receive the district approved health insurance program as follows:

- a. Single Election or Employee and Spouse: The benefit of the insurance is \$483 per month and may be applied to any combination of medical, vision, and dental insurance. The premiums in excess of this amount for single coverage will be deducted from the employee's monthly pay.
- b. Employee and Child(ren) or Family: The benefit of the insurance is \$600 per month and may be applied to any combination of medical, vision, and dental insurance. The premiums in excess of this amount for coverage will be deducted from the employee's monthly pay.
- c. In the event of two married employees, they may combine their "single" (\$483) and "other" (\$600) district contributions toward a combined health plan contribution (\$1083).
- d. Non-elections: For those employees electing not to participate in any part of the insurance program, \$130 per month may be received as a cash benefit in the employee's monthly pay, as long as this is permitted by the insurance policy that the District and TEA accept.

2. Life Insurance

Each certified teacher is provided thirty thousand dollars (\$30,000) life and accidental death and dismemberment insurance.

3. Public Employee Retirement Association (PERA)

The District contribution to the retirement program of each teacher will coincide with PERA's mandated contribution requirements.

4. Non-Monetary Benefits

The District provides various payroll services upon request by the certified teaching staff, including, but not necessarily limited to:

- a. Payroll deduction for approved tax sheltered annuities.
- b. Payroll deduction for approved professional association dues.
- c. Payroll deduction for the Credit Union.

5. Mileage Reimbursement

Teachers shall request a district vehicle for professionally related travel such as attending conferences. Official travel by personally owned vehicles would only be authorized when a district vehicle is unavailable. When a district vehicle is unavailable, mileage payment shall be made at the rate currently approved by the Board. In the event that a district vehicle is available and a teacher elects to drive their own vehicle, then only gas expenses will be reimbursed using the formula: miles driven divided by 20 mpg * \$2.75. Teachers must reserve a district vehicle via the district website's vehicle request form.

6. Continuing Education

- a. Teachers will be allocated either \$600 per year for continuing education/professional development or \$1,200 per year for working on a first master's degree or first post master's degree (Ed.S., Ed.D. Ph.D.) Any unused amounts will not roll over to the next year.
- b. Priority use for continuing education funds would be for Teachers to acquire status as highly qualified as defined by CDE regulations.
- c. Use of continuing education funds is subject to administrative approval.
- d. The per diem payment for meals will be \$40 per day-\$7.50 for breakfast, \$12.50 for lunch, and \$20.00 for dinner. Receipts are not required to be turned in to the district.

7. Telluride Teacher Academy

A Teacher Academy for Professional Development - Telluride Teacher Academy (TTA) was developed to provide increased options for agreed upon professional development opportunities to support District Goals and teacher effectiveness. Through the structure of the TTA teachers may gain the ability to move across the salary matrix using approved TTA hours or approved college credits. The TTA committee will include teachers and administrators. Please refer to the current TTA Guidelines document available on the TSD website.

Placement of Teachers

1. The salary schedule has been compressed therefore steps do not represent years of experience. Initial placement of a teacher entering the Telluride School District will be determined by the Principal or Superintendent. Teachers new to the district will be placed at a comparable level on the salary schedule with Telluride School District teachers with similar years of teaching experience up to a maximum of 10 years.
2. When returning to district service from retirement from the Telluride School District, one step on the salary schedule shall be given for each year of teaching experience up to a maximum of ten (10) steps. Teachers under the provisions of the Transition Year Policy should refer to that policy in the District Policy Manual.

Placement of Teachers in Hard to Fill Positions

1. There will be administrative discretion of up to four steps for placing teachers with over five years of experience in “hard to fill” positions with a maximum of step 15.
2. “Hard to fill” positions will be defined by the district and revised as needed in agreement with TEA. . **In no instance shall new teachers entering the district be placed higher than their verifiable years of prior teaching experience.**

Horizontal Advancement

1. College credits shall be recognized for advancement on the salary schedule providing one of the following applies:
 - a. Credit taken is consistent with the teaching position and/or area to which the teacher is currently assigned.
 - b. Credit is toward an advanced degree that has prior institutional approval.
 - c. Credit taken is beneficial to the teacher in her/his role as a professional educator. Whenever possible, administrative approval should be sought prior to the credit being taken.
2. Requests for advancement on the salary schedule, accompanied by official transcripts, shall be made to the Superintendent on or before October 10th for 100% of the annual salary advancement; and will be paid retroactive to the September payroll.

Requests for advancement on the salary schedule, accompanied by official transcripts made to the Superintendent between October 11th and February 10th shall be for 50% of the annual salary increase and will be paid out over the remaining pay periods beginning with the **March** paycheck.
3. Contingent upon Board approval credits will be given toward horizontal advancement for Economic Work-Learn Programs, Educational Travel, Supervision of Student Teacher or Intern or other Professional Development experience. Pending development of further guidelines for such credit only exceptional cases presented by teachers will be considered.
4. Any teacher anticipating horizontal advancement shall submit the designated form to the Superintendent by May 15 for budgetary purposes.
5. After earning a Masters Degree, the teacher currently employed by the district shall receive a one-time stipend payable on or before October 10, or on or before February 10.

Verification shall be provided by October 10, or by February 10, with payment to be made on the October or February payroll, respectively.

6. Horizontal advancement on the Masters matrix occurs only with credits earned after the Masters Degree.
7. For unusual circumstances an employee may appeal to the Association. If the Association decides to move forward as a body, they will present to the superintendent for final decision.

DURATION AND ATTESTATION

THE PROVISIONS OF THIS AGREEMENT AND ALL APPENDICES SHALL BE EFFECTIVE AS OF SEPTEMBER 1, **2018**, AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH AUGUST 31, **2019**.

THE DIRECTORS OF TELLURIDE DISTRICT R-1 AND THE BOARD OF DIRECTORS OF THE TELLURIDE EDUCATION ASSOCIATION AFFIRM THAT THE NEGOTIATIONS AND RATIFICATION OF THIS AGREEMENT WERE DONE IN GOOD FAITH COMPLIANCE WITH THE STATUTORY REQUIREMENTS OF C.R.S. 1973, 22-32-108 AND 29-9-101 AS INTERPRETED BY APPLICABLE CASE LAW INCLUDING THE COLORADO SUPREME COURT DECISION IN LITTLETON EDUCATION ASSOCIATION v. ARAPAHOE COUNTY SCHOOL DISTRICT, 553 P. 2nd 793 (CO 1976). THE DISTRICT AND ASSOCIATION DIRECTORS AGREE THAT NEITHER THE DISTRICT DIRECTORS NOR THE ASSOCIATION WILL QUESTION IN ANY LITIGATION THE LEGALITY OF THE NEGOTIATION AND RATIFICATION PROCESS CULMINATED IN THIS AGREEMENT.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS **5th day of June 2018**.

ATTEST: That this agreement was approved and ratified by the Board of Education of Telluride District R-1, San Miguel County, Colorado, upon a motion properly made, seconded and passed by a majority of the Board, at a meeting called and conducted in accordance with the law.

Stephanie A. Hatcher, President
Board of Education

Date

Nickolas Lauritzen President
Telluride Education Association

Date

(District Seal)