

SEA Master Agreement

AGREEMENT

BETWEEN

***THE BOARD OF EDUCATION OF
SALIDA SCHOOL DISTRICT R-32-J***

AND

SALIDA EDUCATION ASSOCIATION

July 1, 2011 - June 30, 2012

*Without major appropriations/earmarking of state money in the long bill coming into the district, step and level discussion will resume in October 2011.

*With major appropriations/earmarking of state money in the long bill coming into the district, step and level discussion will occur in January 2012.

2010-2011

NEGOTIATIONS PARTICIPANTS

For the District

Lezlie Burkley

Albert Lionelle

Darryl Webb, Superintendent

For the Association

Susan Matthews

Cory Scheffel

Lara Siemers

Rebecca Gillespie, President

TABLE OF CONTENTS

ITEM

	Negotiations Agreement
	Preamble
Article 1 -	Definitions
Article 2 -	Recognition
Article 3 -	General Provisions
Article 4 -	Negotiations Procedure
Article 5 -	Impasse
Article 6 -	Dissemination of Ratified Agreement
Article 7 -	Grievance Procedure
Article 8 -	Association Rights
Article 9 -	Teaching Hours and Teaching Load
Article 10 -	Nonteaching Duties
Article 11 -	Teacher Assignments
Article 12 -	Teacher Transfers
Article 13 -	Class Size
Article 14 -	Teacher Evaluation
Article 15 -	Teacher Files
Article 16 -	Reduction in Force
Article 17 -	Leaves of Absence
Article 18 -	Professional Growth
Article 19 -	Professional Rights and Ethics
Article 20 -	Professional Responsibilities of Teachers

* denotes a ratified change

Updated: 05.24.2011

Article 21 - Salary and Economic Benefits

Article 22 - Duration and Attestation

Appendix A - Salary Schedule

Appendix B - Extra-Duty Pay Schedule

Appendix C - Insurance Package

Appendix D - Deleted

Appendix E - Teacher Evaluation Form

Appendix F - Extra Pay Schedule

Appendix G - Memorandum of Agreement (Severance)

Signature Sheet

Index

NEGOTIATIONS AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF SALIDA SCHOOL DISTRICT R-32-J IN SALIDA, STATE OF COLORADO, ON BEHALF OF THE SCHOOL DISTRICT, AND THE SALIDA EDUCATION ASSOCIATION ON BEHALF OF THE TEACHERS OF THE SCHOOL DISTRICT ON July 10, 2009.

PREAMBLE

WHEREAS quality education for the children of Salida School District is the primary goal of the Salida Board of Education and the Salida teaching staff, and

WHEREAS the professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom, and

WHEREAS the sharing of decision-making reflects trust and mutual respect,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.

DEFINITIONS

- 1-1 "AGREEMENT" shall mean any part of this Negotiations Agreement.
- 1-2 "ASSOCIATION" shall mean the Salida Education Association.
- 1-3 "DISTRICT" shall mean the Salida School District, Number R-32-J, of the State of Colorado.
- 1-4 "BOARD" shall mean the Board of Education for the Salida School District.
- 1-5 "SUPERINTENDENT" shall mean the Superintendent of the District.
- 1-6 "TEACHERS" shall include all non-supervisory, contracted, licensed, professional employees, including department heads, special education teachers, vocational instructors, librarians, counselors, itinerant music teachers, and other instructional and pupil services personnel.
- 1-7 "ADMINISTRATORS" shall include the contracted central office personnel including the Superintendent, the building Principals, Assistant Principals, and the Director of Teaching and Learning.
- 1-8 "NON-MEMBER" shall mean a teacher not belonging to the Association.
- 1-9 "DAY" shall mean working day, unless otherwise specified.
- 1-10 "SPECIALIST" It is hereby recognized that a typical teacher student relationship may not be applicable to positions that are designated as specialist. It is further acknowledged that individuals in such positions have specific job descriptions that describe and determine the basis for their performance evaluation. Within the parameters of the job description is designated the

immediate supervisor of the “Specialist”. Such positions may require a blending of traditional teaching and administrative roles as described by job description.

The Salida Education Association and Salida R32J Board of Education agree that any person hired as a “Specialist” meets the qualifications for the position and has all the rights, responsibilities, and contractual provisions extended to all teachers as designated in the Master Agreement.

ARTICLE 2.

RECOGNITION

The Board recognizes the Association as the sole and exclusive representative of all teachers, the majority of whom have indicated their desire to have the Association act in that capacity.

An election to change or eliminate the teachers' representative organization will be conducted when requested by 30 percent of the teachers. A simple majority vote of the teachers is required to change or eliminate the representative organization.

If recognition of the Association is lost before the expiration of the terms of this agreement, then this agreement shall expire as of the date the recognition of the Association is lost.

ARTICLE 3.

GENERAL PROVISIONS

3-1 Neither party will discriminate against any person for reasons of employment, assignment, promotion, or membership in the United Teaching Profession on account of race, creed, color, national origin, sex, marital status, age or because of Association activities or activities protected by the Constitution and Statutes of the United States of the State of Colorado.

3-2 This Agreement will be construed to conform with the Constitution and Statutes of the United States and of the State of Colorado.

3-3 This Agreement shall be adopted as 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.

3-4 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.

*3-5 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 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. Established Board Policies will be changed only at any duly posted Board meetings. **(ratified: May 21, 2008)**

3-6 The provisions of this Agreement shall control where any conflict exists between this Agreement and Board or Association policy or practice.

* denotes a ratified change

3-7 Any individual contract between the Board and any individual teacher shall be subject to, and dependent upon, the terms of this Agreement.

*3-8 Agreements relating to salaries or outlays of money may require additional revenue for the School District. The Board may include in budgets such additional revenue. If the Board cannot legally allocate such additional revenue from the resources available in the general fund any agreement made that requires additional revenue shall be void. **(ratified: May 21, 2008)**

3-8-1 Nothing in this article, or elsewhere in this Agreement, may require the board to submit to the voters of the District any ballot question relating to obtaining additional revenues.

3-9 It shall be the responsibility of all parties to this Agreement to be familiar with and to honor the terms of this Agreement.

*3-10 School Board agendas will be disseminated to SEA's designated representative at the time of posting at least seventy-two (72) hours before the meeting. **(ratified: May 21, 2008)**

ARTICLE 4

NEGOTIATIONS PROCEDURE

4-1 Membership on Negotiations Committees:

4-1-1 The Negotiations Committee for the Association shall be three (3) teachers of the District. The selection shall be decided by the Association.

*4-1-2 The Negotiations Committee for the Board shall be two (2) Board members and the superintendent. The selection shall be decided by the Board. **(ratified: May 20, 2008)**

4-1-3 No other persons shall participate in the meetings of the negotiations committees unless at least five (5) members of the committees agree that participants may be invited and prior to such an invitation being issued any such participants will be named and their purpose explained.

4-2 Negotiations will be conducted during open sessions unless agreed to by both parties. If a news release is being made, neither party shall issue releases concerning the sessions, unless such releases are mutually agreed upon and the written release is approved by both parties.

4-3 Both parties shall make available to each other information pertinent to negotiations including: annual audit, annual budget, staffing and salary information, etc. upon request.

4-4 Initiation of Procedure:

4-4-1 The established negotiations shall be determined by mutual agreement of the parties; however, both parties shall endeavor to resolve all negotiated items by no later than May 15, unless extended by mutual agreement of both parties.

4-4-2 Negotiations can be re-opened at any time if mutually agreed by both parties. Either party may request that negotiations be initiated by submitting a request, in writing, to the President of the Board or to the President of the Association. The request shall specify what items are to be considered, and suggested dates, times, and locations for the initial session. A copy of the request shall be sent to the Superintendent. The party receiving the request shall advise the

* denotes a ratified change

party initiating the request of its decision to accept or reject the request within seven (7) days of the date of the request. This decision shall be submitted, in writing, to the President of the Board and to the President of the Association. A copy shall be sent to the Superintendent. The Superintendent shall, within five (5) days after the decision is made, arrange for the initial session, the date, time, and location to be agreeable to both parties. In no event shall the first negotiations session take place later than twenty (20) days after the initial request.

4-5 Conduct of Negotiations:

4-5-1 At the initial session, each party shall submit the names of its Negotiations Committee and its proposed items for negotiation to the other party.

4-5-2 A time and date for the next session will be set during each meeting, with the provision that subsequent sessions shall take place at least once per week unless mutually agreed otherwise.

4-5-3 Either party may recess to private caucus at any time during a session.

4-5-4 A two-hour time limit will be observed at all sessions. Any negotiation beyond this limit must be mutually agreed upon by both parties.

4-5-5 Both parties will negotiate in good faith.

4-6 Agreement:

4-6-1 Tentative agreements reached during negotiations shall be reduced to writing and shall appear in the minutes as tentative agreements.

4-6-2 Tentative agreements shall become final when ratified by both the Association and the Board.

4-6-3 The cost of printing the agreement shall be borne equally by the Association and the Board.

*4-7 Negotiated Money Items:

The salary schedule will include the mill levy money passed by the voters in 2008 applied in the following increments: 6% increase 2008-2009, 6% increase 2009-2010, and 3% increase 2010-2011 (calculated on the 2007-2008 salary schedule). Thereafter, the salary schedule will reflect the 15% of the 2007-2008 salary schedule. The language will include the reference of "new monies" as being those from the state and distributed for 20% programs and 80% for salaries and benefits. ****Both sides agree to retire the Fair Share Concept and percentages. (Ratified May 13, 2010)**

Article 5

Impasse

*5-1 Both parties shall make a good faith effort to resolve all items presented to the negotiations process. If no agreement pertaining to the issues presented has been reached within 30 days of the commencement process, the negotiations shall be deemed at impasse. Impasse may be delayed by mutual agreement of the parties to allow further negotiations. **(Ratified: May 21, 2008)**

5-2 Advisory Mediation Panel:

5-2-1 If impasse is reached on an economic item, or items, the issues in dispute shall be submitted to an advisory mediation panel for the purpose of assisting the parties in reaching voluntary agreement.

5-2-2 Selection of the Panel:

(a) Within five (5) days of the date impasse was declared, the Board shall designate one (1) panel member, to be a resident of School District RE-32-J.

(b) Within five (5) days of the date impasse was declared, the Association shall designate one (1) panel member to be a resident of School District RE-32-J.

(c) On the fifth school day following the date impasse was declared, the Superintendent and President of the Association will meet and exchange the names of the first two Impasse Panel members.

(d) The first two Impasse Panel members chosen will set their own schedule of meetings to choose a third member of the panel who is mutually agreeable to both and who is a resident of School District R-32-J. No influence will be exerted by either the Board or the Association on the first two Impasse Panel members as they are selecting the third member.

(e) If, after five (5) school days have elapsed since the name exchange, the first two Impasse Panel members cannot reach agreement on a third member, a panel of two (2) members from the Association and two (2) members from the Board will select a third member of the Impasse Panel within ten (10) days of the name exchange. Upon selection of the third member, this four-person panel will be dissolved.

(f) The third member of the Impasse Panel shall be its Chairperson. The names of the Impasse Panel members may be released to the media by either the Association or the Board following the selection of the Chairperson.

(g) Within five (5) school days of his or her selection, the Chairperson of the Impasse Panel will meet with the Superintendent of Schools and the President of the Association to review Article 5-2-3, "The Impasse Panel Hearings."

(h) All costs of the panel shall be borne equally by the parties.

5-2-3 The Impasse Panel Hearings:

(a) The panel shall conduct a hearing, or hearings, to begin within five (5) days of the meeting with the Superintendent of Schools and the President of the Association. The hearing, or hearings can be open or closed, depending on the desires of the panel.

(b) The Impasse Panel and the two (2) Negotiations Committees shall mutually agree upon hearing times and dates.

(c) Minutes will be taken of all hearings conducted.

(d) Hearings will not exceed three (3) hours in length.

(e) All hearings will be conducted with the Impasse Panel, the Association Negotiations Committee, and the Board Negotiations Committee present. Other persons may be called as witnesses. A witness may only be present in the hearing while he or she is actually testifying or answering questions.

(f) At the first hearing, the Association Negotiations Committee and the Board Negotiations Committee will each be allowed one (1) hour to present evidence, to call witnesses, and to make their cases before the Impasse Panel. Order of presentation will be determined by the Impasse Panel.

(g) Following the first hearing, the Impasse Panel will meet alone and will prepare suggestions for resolutions of the impasse to be presented at future hearings.

(h) During the hearing process, the Impasse Panel shall make an effort to mediate the differences between the parties by discussion of possible agreements and suggesting resolution and by requiring the two negotiations committees to negotiate with the Impasse Panel present so that the parties might reach voluntary agreement.

(i) If voluntary agreement is not reached by the parties, and the Impasse Panel feels that no progress is being made, the Impasse Panel shall issue a written report within five (5) school days of the last hearing. The report shall recommend agreement on the issues at impasse. The report shall be advisory only and binding neither the Board nor the Association.

5-3 Within five (5) school days of receiving the report, the Association and Board Negotiations Committees shall meet to discuss the report and shall make a good faith effort to reach voluntary agreement on the items in dispute.

5-4 During the impasse proceedings, the guidelines for press releases shall be the same as during the rest of negotiations (4-2). If voluntary agreement is not reached, either the Association or the Board may make public the Impasse Panel report.

*ARTICLE 6.

DISSEMINATION OF RATIFIED AGREEMENT

The completed and ratified Negotiated Agreement shall become part of official Board Policy and shall be distributed to all teachers and posted on the district website. **(Ratified: May 21, 2008)**

ARTICLE 7.

GRIEVANCE PROCEDURE

7-1 Purpose. The purpose of this procedure is to assure a simple and prompt remedy to any teacher of the Salida School District who is adversely affected or aggrieved by any policy, practice, or the effects thereof.

7-2 Definition. A "grievance" shall be a complaint by a teacher, a group of teachers, or the association that there has been an alleged violation, misinterpretation, or inequitable application of Board policies or any provision of this agreement.

7-3 Representation:

7-3-1 A teacher may include a grievance representative to be present at any step of the procedure. This representative must be a member of the SEA for Levels 1 and 3. Likewise, an administrator may include a grievance representative to be present at any step of the procedure. This representative must be another administrator, other than the Superintendent, at Levels 1 and 3 of the procedure.

7-3-2 The Association may represent a non-member teacher in a grievance case on levels 4 and 5 if both the aggrieved party and the Association so agree.

7-3-3 The Board shall recognize a Review Committee consisting of two (2) SEA members appointed by the SEA President and two (2) Board members appointed by the President of the Board. The four (4) member Review Committee shall select a fifth member who is mutually acceptable to both parties. This Review Committee shall be a standing committee for a period of one (1) year. Any costs incurred by this committee shall be borne equally by the district and the aggrieved party. This committee shall resolve the dispute as to whether the grievance is a recognizable grievance as per Article 7-2, which has been filed in a timely manner according to Article 7-6-9. The decision shall be made by a majority vote.

7-3-4 All written correspondence shall go to the following four (4) parties: SEA President, grievant, appropriate building principal, and the Superintendent.

7-4 Class Grievances. If a grievance affects a group of teachers or the Association, the Association may initiate a grievance on behalf of those teachers, or on behalf of the Association. Class grievances affecting a single building will be initiated with the building principal. Grievances affecting more than one building are to be initiated directly with the Superintendent.

7-5 Procedure:

7-5-1 Level One

A teacher with a grievance will first identify the issue as a grievance, discuss it with his/her (building) principal (or immediate superior), either individually or through the association's representative, or accompanied by the representative, with the objective of resolving the matter informally. If the teacher is unable to get the grievance resolved informally with the building principal (or immediate supervisor) the teacher should proceed to Level II of the Grievance Procedure by filing a written statement on the form designated for this purpose.

7-5-2 Level Two

If the grievance is not resolved informally to the grievant's satisfaction in 7-5-1, the teacher shall reduce the grievance to writing within five (5) days of discussion with the building principal (or immediate supervisor) providing a copy of the written grievance to the building principal (or immediate supervisor) and the SEA representative(s). The building principal (or immediate supervisor) shall within five (5) days of receipt of the written grievance determine that the grievance is or is not a recognizable grievance as defined in Article 7-2. If the building principal (or immediate supervisor) determines the grievance does not meet the definition as stated in 7-2, the issue shall be referred to the Review Committee as stated in Article 7-3-3. If the building principal (or immediate supervisor) or the Review Committee determines that the grievance is the recognizable grievance; then the building principal (or immediate supervisor) shall provide the aggrieved party and the SEA with a written response to the grievance within two (2) days after the hearing. Such answers shall include the reasons upon which the decision was based.

(a) If the grievance is not resolved informally to the grievant's satisfaction in 7-5-1, the teacher shall reduce the grievance to writing within five (5) days of discussion with the building principal (or immediate supervisor) providing a copy of the written grievance to the building principal (or immediate supervisor) and the SEA representative(s). The building principal (or immediate supervisor) shall within five (5) days of receipt of the written grievance determine that the grievance is or is not a recognizable grievance as defined in Article 7-2

(b) If the building principal (immediate supervisor) determines the grievance does not meet the definition as stated in 7-2, the issue shall be referred to the Review Committee as stated in Article 7-3-3. If the building principal (or immediate supervisor) or the Review Committee determines that the grievance is the recognizable grievance; then the building principal (or immediate supervisor) shall provide the aggrieved party and the SEA with a written response to the grievance within two (2) days after the hearing. Such answers shall include the reasons upon which the decision was based.

7-5-3 Level Three

If the teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the teacher and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and advisors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent shall have four (4) days to provide his written decision, together with the reasons for the decision, to the teacher and the Association.

7-5-4 Level Four

(a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, the written grievance may be filed within ten (10) days with the Chairperson of the Board.

(b) Selection of the Due Process Panel:

Within ten (10) days of receiving the grievance, the Board shall designate one member of the Due Process Panel. This designee may be any person the Board might choose. The Board shall report the name of their member of the Due Process Panel to the Superintendent.

Within ten (10) days of submitting the grievance to the Board, the aggrieved person shall designate one member of the Due Process Panel. This designee shall be any person that the aggrieved person might choose. The grievant shall report the name of his/her member of the Due Process Panel to the SEA President.

Thereafter the two panel members shall within five (5) days select a third member of the panel. They may select any person mutually agreed upon. Within three (3) days the Superintendent, SEA President, and the Due Process Panel members shall select the dates and times for the due process being set forth in 7-5-4(c).

(c) Hearing by the Due Process Panel:

Within fifteen (15) days of the selection of the third panel member, the panel shall conduct a grievance hearing. The third panel member shall be chairperson of the panel. All parties to the grievance and their representatives may attend the hearing and give testimony. The panel hearing shall be conducted in closed session.

(d) Written notice of the decision of the majority of the panel shall be sent to all parties of the grievance within five (5) days of the hearing.

(e) All costs of the panel (if any) shall be borne equally by the District and the aggrieved person.

7-5-5 Level Five

The decision of the majority of the Due Process Panel shall be advisory to the Board. The Board, at its next meeting after the decision is received, shall decide to accept or reject the decision on behalf of the District. Written rationale for a rejection must be submitted to the aggrieved person.

7-6 General Provisions:

7-6-1 No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any school representative, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

7-6-2 Insofar as possible, the status quo of the parties shall be maintained pending the completed processing of any grievance.

7-6-3 The sole remedy available to any teacher for any alleged breach of this Agreement, or any alleged violation of his/her rights hereunder, will be pursuant to the grievance procedure.

7-6-4 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next

step. Failure at any step of the this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step, and the grievance shall be deemed dismissed.

7-6-5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

*7-6-6 Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be shared by the aggrieved party and the Board. **(Ratified: May 21, 2008)**

7-6-7 The Board and the Administration shall cooperate with the Association in its investigation of any grievance and, further, will furnish the Association such information as requested for the processing of any grievance.

*7-6-8 Should the investigation or processing of any grievance require that a teacher or an Association representative be required to have released time from his/her regular assignment, he/she shall be released without loss of pay or benefits not to exceed 5 (five) days without Board approval. **(Ratified: May 21, 2008)**

*7-6-9 No grievance shall be recognized by the Board or the Association unless it shall have been presented at Level I within thirty (30) days of when the grievant knew or should have known of the act, of the failure to act, or of the condition on which the grievance is based; if not so presented, the right of the grievance will be forfeited. **(Ratified: May 21, 2008)**

ARTICLE 8.

ASSOCIATION RIGHTS

8-1 Dues Deductions:

*8-1-1 The Board agrees to deduct from the teacher's salary an amount certified by SEA to cover dues for the SEA, the Colorado Education Association, and the National Education Association upon receipt of a continuing salary deduction form signed by the individual teacher. The dues shall be deducted in twelve (12) equal amounts. SEA must notify the Central Office prior to the 15th of any month that action will take place. **(Ratified: May 21, 2008)**

8-1-2 Said form shall include a waiver of all rights and claims against this Board and school district for monies so deducted.

8-1-3 These dues deductions shall be transmitted monthly to the Treasurer of the SEA.

8-1-4 Said deductions and remittances shall continue automatically from year to year with the teacher not being required to renew said authorization unless the individual teacher notifies the school district secretary in writing, submitted through the SEA of his/her intent to withdraw membership, on or before the deadline as established and published by the SEA.

8-2 Use of School Facilities:

8-2-1 Except during work stoppages, the Association shall have the right to use school facilities as long as it does not interfere with regular school functions.

8-2-2 The principal of a building where an Association meeting is scheduled shall be consulted in advance of the time and place of the meeting.

8-2-3 The Association shall have the right to place notices, circulars and other materials concerning Association business on faculty lounge bulletin boards and in teachers' mailboxes, and shall have the right to use the district courier service.

8-3 Leave for Salida Education Association Activity:

8-3-1 A total of eight (8) days with pay will be allowed to the Salida Education Association for allocation among members of the executive board or other designated members of the Association to attend national or state professional meetings.

8-3-2 No deduction will be made from the sick days or personal days of individual teachers for days used for authorized SEA activity.

8-3-3 Notification of requests for leave for SEA activity will be made by the President of the Association one week in advance of the anticipated meeting.

*8-3-4 If any member of SEA shall be elected to a State or National Association office, that member may be allowed one (1) day per month of leave without loss of pay, or benefits, or deduction from sick leave days in order to fulfill the obligations of the Association office. The costs for substitutes will be paid by the Association. The limitations under 8-3-1 do not apply to State or National Association officers. **(Ratified: May 21, 2008)**

ARTICLE 9.

TEACHING HOURS AND TEACHING LOAD

9-1 The contracted year will be **155** days to include student contact days, work days, in-service and comp days. Work by a teacher beyond the contracted days of employment shall be paid the designated rate by the type of duty performed and the designated rate shall be decided per each program. The teacher has the right to accept or decline the additional work. The employee also has the right to receive payment in one lump sum or in an agreed upon number of equal payments. The actual number of contractual days shall be negotiated annually. **(Ratified: May 13, 2010: May 24, 2011 (# of days))**

****Appendix D removed**

9-2 The teachers' work day shall begin at 7:50 AM and end at 4:10 PM, including lunch period and preparation period. Permission to deviate from these hours must be obtained from the building principal. **(Ratified: May 24, 2011)**

*9-3 Teachers shall have the right to leave the school during the lunch period. Teachers will be asked to furnish the building with an emergency contact phone number. **(Ratified: May 21, 2008)**

9-4 Teachers may only be required to serve as substitutes in cases of emergency, or in case of staff absences because of field trips or other school activities of two (2) hours duration or less. In situations of extreme emergency requiring immediate attention, teachers may cooperatively arrange for the conduct of their classes.

9-5 If substitutes cannot be obtained and teachers are required, and approved by the Principal, to cover classes of teachers who are absent, teachers who are substituting will be paid \$10.00, or said teacher may choose to have one hour of personal leave.

*9-6 All teachers will have a minimum of a 30 minute duty-free lunch break. Any teacher required to have lunch duty shall be paid according to Appendix F.

9-7 Part-time teachers in the district shall receive payment, fringe benefit, leave and preparation time proportional to a full-time teacher load in each building. Seniority credit and vertical increments will be prorated on the basis of their work day in comparison to the teacher's work day as indicated in 9-2.

ARTICLE 10.

NONTEACHING DUTIES

10-1 The District and the principals shall make every effort to keep nonteaching duties to a minimum. When non-teaching duties are assigned, they will be assigned in an equitable manner.

10-2 The building principals shall make every effort to assign nonteaching duties in a manner mutually acceptable to the teachers and the District.

10-3 Teachers working such after-school duties as ticket taking, score keeping, clock running, etc., at games or other athletic events shall be paid according to Appendix F.

Attendance at regular meetings of parent-teacher organizations is a matter for determination by the teacher.

ARTICLE 11.

TEACHER ASSIGNMENTS

11-1 Teachers, other than newly-appointed and substitute teachers, shall be notified in writing of tentative assignments including the school to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, not later than June 1.

*11-2 Teachers shall be assigned within the scope of their teaching license or their major or minor fields of study, except where emergency dictates. **(Ratified: May 21, 2008)**

11-3 Teachers shall be directly responsible to the principal under whom they teach.

ARTICLE 12.

TEACHER TRANSFERS

12-1 General Principles:

12-1-1 When filling vacancies or staffing new schools, currently-employed teachers shall be given the first consideration to fill these assignments. Experience, length of service, and qualifications shall be the determining factors in filling such vacancies.

12-2 Voluntary Transfers:

12-2-1 During the school year, all vacancies, including administrative and extra duty assignments, shall be posted immediately in a prominent place in all schools. As a convenience, all vacancies will also be distributed to all district employee's e-mail. No position listed shall be filled during the school year until five (5) working days after the position has been publicized in the schools. The principals involved shall have the authority to make the final decision in all transfers, assignments, and reassignments.

12-2-2 For the summer period all said vacancies will be duly posted in the Superintendent's office and the Superintendent will notify each teacher who, in the last week of school, has submitted a written statement of his/her interest in positions, whether or not identified, for which he/she is qualified. Such letters are to be addressed to the Superintendent. During the summer months applications from district personnel will be accepted for ten (10) calendar days from the mailing date of the letter of notification from the Superintendent before the position is filled unless no one in the District has indicated he/she is qualified for, and interested in a position of that nature.

*12-2-3 Transfer Request Form must be submitted by May 1st. **(Ratified: May 21, 2008)**

12-3 Involuntary Transfers:

12-3-1 When a principal, or the Superintendent, requests the transfer of a teacher effective the following school year, that teacher shall be notified in writing not later than May 1 with reasons given. In case of emergencies when a position becomes vacant 30 days prior to the opening of the school year, the following procedure will be invoked.

- a) The position will be posted for at least five (5) days within the district for a voluntary transfer.
- b) The position will be posted at the same time outside the district.
- c) If there are no qualified applicants, the Superintendent will notify the Association

President as a courtesy and a qualified teacher within the district shall, for sufficient educational reasons be involuntarily transferred to the vacated position. Serious effort will be made by administration to personally contact the teacher prior to written notification by certified mail being sent from the Superintendent. The position will be for one school year and will be re-evaluated after that year. Article 12-3-2 shall be followed, and the May 1 notification deadline shall be waived. **(Ratified: May 13, 2010)**

12-3-2 The principal and the Superintendent shall involve the teacher in considerations of involuntary transfers concerning that teacher.

12-3-3 When a transfer of a teacher is necessary because of enrollment conditions, a volunteer qualified for the new assignment will be offered transfer.

12-3-4 A teacher being involuntarily transferred shall, when possible, be placed in a comparable position to that from which he/she is being transferred.

12-3-5 A teacher being involuntarily transferred or reassigned shall have preference over a teacher of equal or lesser qualifications seeking voluntary transfer or reassignment in obtaining a position comparable to the teacher's previous assignment.

12-3-6 A teacher shall be involuntarily transferred or reassigned only for sufficient educational reasons.

12-3-7 The principals involved shall have the authority to make the final decision in all transfers, assignments, and reassignments.

ARTICLE 13.

CLASS SIZE

13-1 The district 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, every effort will be made to adjust class size to allow individual attention to each student when that is the required mode of instruction.

*13-2 Class Size Philosophy

K-4 20-25 students

5-8 25-30 students

High School:

1. Unless a class is required for college admission, no class with an enrollment of ten or fewer will be scheduled.
2. Except in special cases (Choir, Band, Keyboarding, etc.), the maximum class size will be held to 35 students.
3. Every effort will be made to hold the class ratio on the high school level to 25 to 1.

(Ratified: May 21, 2008)

ARTICLE 14.

TEACHER EVALUATION

14-1 Purpose and Philosophy:

For the improvement of teaching quality in order provide the best learning experiences for students. To meet this purpose, it is necessary to recognize that evaluations have several functions.

14-1-1 To help the teacher to discover his/her strengths and weaknesses and, therefore, serve as a guide for continued improvement.

14-1-2 To help teachers acquire appropriate placement in positions for which they are best suited.

14-1-3 To assist teachers with self-improvement.

14-1-4 To be used as the basis for administrative recommendation for promotion, renewal, non-renewal and dismissal.

14-1-5 To provide the necessary documentation for dismissal of a tenured teacher.

14-1-6 To serve as a basis for the improvement of instruction.

14-1-7 To enhance implementation of programs of curriculum.

14-1-8 To serve as a measurement of professional growth and development.

14-1-9 To evaluate the level of performance of certificated staff.

14-2 Observations:

14-2-1 The Classroom Teacher, Special Education Teacher, Media Specialist, and Counselor in Board Policy File: GCN (also AFC), File: GCN-1 (also AFC-1), and File: GCN-1-R (also under Board Policy File GCN-E-1 (also AFC-E-1) and titled Evaluation of Classroom Teachers, Special Education Teachers, Media Specialists, and Counselors.

14-2-2 All observations of a teacher's performance shall be conducted openly. Videotape or other recording devices shall be used only with the teacher's consent. Observations shall be conducted by the building principal, or Superintendent. Each formal evaluation shall approximate thirty (30) minutes duration, or the completion of one teaching cycle. Evaluations will be conducted in a manner so as to observe the legal and constitutional rights of the evaluatee. (see 14-3-3)

14-2-3 Probationary teachers shall be observed and evaluated at least three (3) times each year. The first two observations shall not be later than the first semester; and the third not later than March 15.

14-2-4 Professional teacher shall be observed and evaluated at least twice each year. The first observation shall not be later than the first semester; and the second not later than May 1.

14-3 Evaluations:

14-3-1 The evaluator and the teacher shall hold a conference within five (5) days of the observation in order to discuss the teacher's performance and the written evaluation.

14-3-2 A copy of the written evaluation shall be signed and dated by both parties and given to the teacher. The teacher's signature does not necessarily indicate agreement with the evaluation, but rather awareness of the content. The evaluation shall include deficiencies as well as strengths of the teacher.

14-3-3 In the event the evaluator cites deficiencies to a teacher, the evaluator may present in writing what the teacher should do, in the opinion of the evaluator, to correct those deficiencies. The written plan should include, but not be limited to: improvement objectives, processes to assist improvement and reasonable time lines for improvement. To assist the (teacher being evaluated) evaluatee in monitoring his/her progress, the administrator assigned to evaluate that teacher or the teacher being evaluated may require that a video tape be made of that teacher's teaching style in a real classroom setting. The media specialist may provide the equipment and tape. The teacher would notify the administrator in writing that the video was completed and viewed. The teacher would personally secure the video and he/she would be under no legal or personal obligation to turn this video over to the administration or school board for viewing. The video tape would remain the personal property of said teacher.

14-3-4 In the event that the teacher feels the formal written evaluation was incomplete or inaccurate, the teacher may, within five (5) days after receiving a copy of the evaluation, put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file. The file copy of such a response shall be signed by both parties to indicate awareness of the content.

14-3-5 If the evaluator considers the deficiencies of a teacher to be such as to justify his/her dismissal or non-reemployment, the teacher shall be advised of such deficiencies and that failure to correct them will result in a recommendation for dismissal or non reemployment.

14-3-6 If a recommendation for dismissal or non-reemployment of a teacher is made, the Board shall review the contents of the teacher's building and personnel files before making a decision on the recommendation.

14-3-7 The primary evaluator shall be the building principal(s) to which the teacher is assigned.

14-3-8 The evaluation instrument shall be attached as Appendix E.

ARTICLE 15.

TEACHER FILES

15-1 Consistent with the terms of the Open Records Law, each teacher may review, during business hours at a time mutually convenient to the teacher and the custodian of the file, the contents of his/her personnel file, whether in the Central Office or the school building. At the teacher's request, a second party of the teacher's choice may accompany the teacher. The review will be made in the presence of the custodian of the file.

15-2 Any complaints or statements directed toward a teacher and deemed serious enough to become a matter of formal record shall be called to the teacher's attention.

15-3 In case of parental complaints about a teacher, every effort shall be made to resolve the complaint with the involvement of the administrator and/or the parent and/or the teacher. The specifics of any complaint, and when deemed necessary by the administrator, the name of the complainant shall be given to the teacher.

15-4 Derogatory material which becomes the basis for the initiation of disciplinary action against a teacher shall be destroyed in the presence of both parties should the charges be proved baseless.

15-5 Consistent with the Open Records Law, teachers may be provided with copies of any, any/and or all material in their personnel files, whether in the Central Office or school building, upon payment of reasonable duplication charges.

ARTICLE 16.

REDUCTION IN FORCE

16-1 In the event of a need to reduce the teaching staff beyond normal attrition due to a decrease in student enrollment or shortage of revenue, or program change, the Board shall notify the Association that it is contemplating a reduction in force thirty (30) calendar days prior to a reduction in force. Prior to any program change, a feasibility study will be performed by the district accountability committee with advisement and recommendations from the building level accountability committees.

16-2 The following criteria shall be considered prior to staff reductions:

16-2-1 Normal attrition.

16-2-2 Voluntary leaves of absence.

16-2-3 Voluntary early retirement.

16-2-4 Transfers within current staff.

16-3 The following procedures will occur prior to the official action by the Board of Education to lay off teachers:

16-3-1 Thirty (30) calendar days prior to when a reduction is contemplated, the Board of Education and the Association shall receive identical facts and figures prepared by the administrative staff to explain the need for recommended reductions. This information may be issued at the same time 16-1 is enacted.

16-3-2 The Superintendent shall notify the Association at least ten (10) calendar days prior to any official action by the Board as to the number of teaching positions contemplated for staff reduction. Said notification shall identify the number of teaching positions to be reduced within each level (i.e., elementary or secondary).

16-3-3 The Board may consider all reasonable possibilities for revenue, including, but not limited to:

- (a) Mill levy election.
- (b) Federal government sources.
- (c) Special or emergency funds available from the state.

16-4 Seniority:

16-4-1 Seniority is defined for the purpose of reduction in force as the year(s) accrued in the District as of the first day of work.

16-4-2 If a choice must be made from among teachers with equal teaching service in the District, the following two criteria shall be considered in the order listed to determine the teacher or teachers to be dismissed:

(1) The ability and performance of the teachers, as evaluated by the appropriate administrators and the Superintendent. If judged to be of approximately equal ability and performance, 16-4-2-2 will be followed.

(2) Each teacher shall be interviewed by the Superintendent and the administrator who will supervise the position, and a recommendation shall be made to the Board on the basis of the considered professional judgment of the Superintendent and immediate supervisor.

16-4-3 A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for cause.

16-4-4 Teachers on various forms of leave shall retain seniority rights in effect at the time such leave commences.

16-4-5 Each school shall be provided a copy of the Seniority List by October 1 and March 1 of each school year. Any challenge to placement on the Seniority List shall be made within fifteen (15) days of receipt of the list or the list shall stand approved as published. The challenge shall be made pursuant to Article 7, Grievance Procedure.

16-5 The order of reduction in force will be as follows:

16-5-1 Teachers with Letters of Authorization or Provisional Certificates.

16-5-2 First year probationary teachers shall be laid off in order of seniority in their area(s) of endorsement.

16-5-3 Second year probationary teachers shall be laid off in order of seniority in their area(s) of endorsement.

16-5-4 Third year probationary teachers shall be laid off in order of seniority in their area(s) of endorsement.

16-5-5 Tenure teachers shall be laid off in order of seniority in their area(s) of endorsement.

* denotes a ratified change

16-5-6 Those teachers endorsed in and/or qualified by North Central Association Form I for more than one area prior to 1990 shall receive seniority consideration in each area from the date they were eligible for such endorsement(s) and/or qualification(s).

16-5-7 All teachers who have been assigned outside of their area of endorsement shall receive seniority credit in their area(s) of teaching experience.

16-6 When more than one endorsement of NCA Form I is to be considered in the transfer of a teacher resulting from a Reduction in Force, selection within the options for the placement of the teacher shall be an administrative function.

16-7 Staff whose contracts are to be canceled under this policy shall be given notice in writing at least sixty (60) calendar days in advance of such action, with notification specifying the reason or reasons for cancellation of the contract.

16-7-1 Such notice shall be served upon the teacher personally or by certified (with return receipt) mail. If such notice is given by certified mail, the notification period begins as soon as the teacher or his/her agent signs for this letter.

16-7-2 Every teacher whose contract is to be canceled under this policy shall be granted opportunity for a hearing before the Board to determine whether there is sufficient reason or reasons for the cancellation of the contract. If such a hearing is desired, the teacher must request it in writing and file such request with the President or Secretary of the Board, or Superintendent within ten (10) calendar days of receiving such notice. Failure to request the hearing within such ten (10) calendar day period shall be deemed to be a waiver of the teacher's right to a hearing. If a hearing is requested by the teacher whose contract is to be canceled under this policy, the hearing shall be conducted by a panel comprised of three (3) board members. The Board shall designate one (1) board member, the teacher shall designate one (1) board member, and the two designees shall meet and select a mutually agreeable third board member to chair the hearing panel. The findings and/or recommendations of the hearing panel will be forwarded to the entire Board of Education and the teacher, to be reviewed prior to official board action on the teacher's contract. At the hearing, the teacher may be represented by an attorney or other representative of his/her choice at his/her expense, and shall have the right to present evidence as to why the cancellation is unfair, unreasonable, or improper.

16-7-3 A teacher who is let go because of a "reduction in force" will be paid at the rate of \$10.00 per day for each unused day of sick leave that he/she has accumulated.

16-8 A teacher who is laid off shall be appointed to the first vacancy in the school district for which he/she is certified or has had previous teaching experiences as covered in 16-5-7 above. Recall will be in the reverse order from the order of layoff.

16-8-1 Written notice of recall will be sent to said teacher at his/her last known address by certified letter using restricted delivery service with delivery receipt requested. It will be the responsibility of each teacher to notify the Superintendent's office of any change in address. The teacher receiving such notice shall reply within ten (10) calendar days of receipt of said notice.

16-8-2 A teacher's name shall be removed from the recall list for the following reasons:

- (1) No reply to the recall notice within ten (10) calendar days of receipt of notice.
- (2) No longer at the last known address.

(3) Refusal to accept recall to a teaching position.

16-8-3 All benefits (including, but not limited to insurance, accumulated sick days, placement on the salary schedule) accrued by the teacher before layoff shall be restored in full.

16-9 No new teacher shall be employed by the Board if laid off teachers remain on the recall list unless:

16-9-1 There is no one certified or eligible by reason of Article 16-5-7 to fill the vacancy (vacancies).

16-9-2 All teachers who are either certified or covered by Article 16-5-7, notified of the position, have refused it.

ARTICLE 17.

LEAVES OF ABSENCE

17 Family Leave Act

The family and Medical Leave Act states that the employee may take up to twelve (12) weeks of unpaid leave (health insurance will be paid during this time) for such family needs as a birth or adoption of a baby or illness of self or a teacher's immediate family and/or his/her spouse's immediate family (parents, grandparents, siblings, children, grandchildren and spouse) or any person permanently living in the teacher's home. During these twelve (12) weeks an employee may use sick leave as described in the Master Agreement.

17-1 Maternity/paternity leaves, long term leaves, short term leaves, and sabbatical leave of absence requests shall be submitted in writing to the office of the superintendent. The written request shall state the type of leave requested, identified by name and number per the Negotiations Agreement, and shall include the anticipated date of return to teaching.

17-2 Sick Leave:

17-2-1 Ten days of absence from work with pay shall be granted to teachers annually who are unable to render service due to injury, illness, quarantine, or disability to themselves or their immediate family, or who need medical or dental attention from doctors for themselves or members of their immediate family. "Immediate family" is defined as spouse, child, in-law, parents, or relative or any other person dependent upon the teacher for care.

17-2-2 The Superintendent will cause a record to be kept of the absence of each teacher. Unused days of absence for illness or disability will be allowed to accumulate to a total of ninety (90) days for each teacher. Unused personal leave days may be included as accumulated sick leave days.

17-2-3 Each teacher, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for absence due to illness or disability. Such certification shall be required in all instances where the teacher is absent for seven (7) consecutive school days and such certification shall include the physician's approval of the teacher's return to work.

17-2-4 In the event of personal illness or disability resulting in absence in excess of earned or accumulated leave, full or part salary may be allowed by special action of the Board.

17-2-5 A teacher whose work has been terminated because of illness or disability shall be assured the first vacancy for which he/she is qualified.

17-2-6 A teacher who knows of an impending absence should give reasonable advance notice to the principal.

***17-3 Sick Leave Bank (ratified: May 21, 2008)**

The Salida Education Association maintains a sick leave bank for licensed teachers to include members and non-members of SEA. The purpose of this sick leave bank is to fulfill requests made by donating members when an employee has an injury, medical condition, medical emergency, or catastrophic illness either with themselves or in their immediate family and has exhausted all accumulated sick leave. Maternity and paternity requests will also receive consideration.

17-3-1 Definitions:

Donating Member – any licensed teacher in Salida R32J who has donated one (1) sick leave day to the sick leave bank.

Sick Leave Bank (SLB) – an accumulation of sick leave banked days maintained and monitored by the Salida Education Association.

Immediate Family is defined as a member of the teacher's "immediate family", i.e., the teacher's mother, father, brother, sister, spouse, children, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, or any person dependent upon the teacher as a primary caregiver.

Sick Leave Bank Review Committee – members of the Salida Education Association who occupy the roles of: President and Vice-President, Past-President, Treasurer, Secretary, SEA building representatives from Longfellow Elementary School, Salida Middle School and Salida High School and one non-association licensed teacher. The sick-leave bank manager will be contacted by SEA Executive Board but will not be a voting member on the status of the bank.

School Year – single contract academic school year where sick leave usage would be available.

17-3-2 Donation of Days to the Sick Leave Bank

Participation in the SLB is voluntary. Any licensed teacher may elect to donate one sick day, which allows them to submit requests for withdrawal of days if needed. Teachers wishing to participate in the Sick Leave Bank must contribute for the first time by November 15th. If the 15th falls on a weekend, contribution must be made by the Friday preceding the 15th.

(a) SEA can accrue 90 days. However, if the SLB drops below 68 days, building representatives will solicit donations from current SLB members for one (1) sick leave day in order to replenish the Sick Leave Bank. SLB donations are non-refundable.

(b) In the event that donating member's job description or status changes, he/she may be grandfathered into the SLB membership as long as they remain on the teacher's salary schedule.

(c) Members who are regarded as ½ time or less will be asked to contribute based on their employment status. If that status changes to fulltime, he/she will be asked to make up the difference in their donation.

(d) People who are terminating their employment with the district or who are retiring from the district will be the first teachers contacted and may contribute up to 10 days of their accumulated sick leave.

(e) Building representatives will provide a form for documentation and submission to the Sick Leave Bank Manager who will forward the original to the R32J Central Office-Bookkeeping and copies for SEA and the employee.

17-3-3 Borrowing Days from the Sick Leave Bank

(a) A teacher may not borrow more than thirty (30) days per school year. This sick leave will only be granted after the teacher has exhausted all of his/her sick leave.

(b) A teacher who has borrowed sick leave from the sick leave bank must use the days concurrently and may not accrue the borrowed days for subsequent school years.

(c) Should the same teacher need more sick leave days in a concurrent year, they may be granted an additional 10 days.

(d) A teacher may only borrow days from the SLB in two concurrent years.

(e) A maternity and/or paternity leave may be considered for up to 30 days per request at the discretion of the SLB committee. If the bank is being depleted beyond 68 days prior to the request, or if there are multiple requests at the time of the maternity/paternity request, the SLB committee may consider this a lower priority and grant fewer days.

(f) Employees who are on ½ time status or less may borrow at that rate.

(g) Medical documentation may be required on an as needed basis determined by the SLB Review Committee.

(h) Days not used which have been borrowed by the employee shall not be held by the employee and will revert back to the SLB. Unused days shall not be counted in the total amount owed by the employee.

(i) A teacher who has borrowed sick leave may pay the sick leave back at one (1) day per school year for the duration of their employment or until the borrowed days have been paid in full.

(j) If the employee leaves the employment of the district (either through termination or retirement) the borrowed days shall be paid back in full by the effective date of resignation or

termination of employment. The employee must relinquish any of his/her accumulated sick leave and personal leave to repay the borrowed days.

17-3-4 Procedure for Borrowing SLB Days

Requests for use of days from the SLB must be submitted to a review committee composed of the SEA Executive Board and one non-association SLB member.

(a) A member desiring to draw from the bank must submit a letter of request to the SLB review committee in advance except in an emergency.

(b) If illness or injury is unexpected, the member should submit his or her letter as soon as it becomes apparent that one's own resources will be exhausted.

(c) The employee's request will be reviewed by SLB review committee and written notification will be sent to the requesting party, Superintendent and sick leave bank manager.

17-4 Bereavement Leave:

17-4-1 Five (5) days of non-accumulative absence with pay will be allowed full-time teachers for death in the immediate family.*

*See definition of immediate family in 17-2-1. Decisions regarding other close relatives will be made by the Superintendent.

17-5 Personal Leave:

17-5-1

(a) Each member of the instructional staff will receive two (2) personal leave days annually.

(b) Each member of the instructional staff will be allowed to use personal leave days for personal reasons during the year without deduction in pay, providing that no days of absence for personal reasons occur during a day immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools.

17-5-2 Personal days requested in conjunction with short-term leave of absence will be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days will not be used to extend vacation or holiday periods.

17-5-3 The teacher who expects to be absent for personal reasons will give adequate notice, when possible, to the principal.

17-5-4 A teacher planning to be absent for personal reasons, within the provisions of this policy, must file a signed special form. This form may be obtained from the principal. In an emergency situation the form may be signed upon the return.

* denotes a ratified change

17-5-5

(a) Personal leave may be cashed in at the end of the school year, carried over as personal leave or converted to sick leave.

* (b) The appropriate form must be filled out prior to the end of current school year and every May from here on. The form will specify the number of days/hours to be disposed of as verified by the teacher and central office. **(Ratified: May 21, 2008)**

(c) No teacher may take more than 3 days of personal leave in any one month.

17-6 Maternity Leave:

17-6-1 A maternity/paternity leave of absence without pay for up to one (1) year shall be granted to an employee for the purposes of childbearing and/or child rearing as follows:

(a) An employee who is pregnant shall be entitled to a leave to begin at any time between the commencement of her pregnancy and one (1) year after her child is born. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in the case of an emergency, shall give such notice at least thirty (30) days prior to the date the leave is to begin. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires and her health permits as determined by her doctor.

(b) Female employees and male employees who become parents of children either by biological or adoptive means shall be entitled, upon request, to unpaid parental leave as set forth in this Article, commencing when the child is born or adopted and shall have the right to return to active employment as set forth in 17-5-2, provided the teacher taking such leave is the principal parent who will be rearing the child during the period of such time.

(c) As many as forty-five (45) days may be utilized by either parent for the purpose of child rearing during the year of absence.

(d) The length of the leave shall be mutually agreeable to the employee and the Superintendent and may be extended if the parties agree as set in 17-7-2.

(e) Notification of the termination of leave and the teacher's intent to return to teaching duty must be provided in writing to the Superintendent's office prior to the January Board meeting of the year in which the teacher wishes to return. Failure to do so will invoke Article 17-8-2.

17-6-2 An employee who is granted a maternity/paternity leave of absence shall be guaranteed re-employment rights.

17-7 Professional Leave:

17-7-1 For the purpose of professional leave, a teacher wishing to participate in professional activities outside of Salida must obtain approval from the principal in order to be absent without deduction in pay.

17-7-2 Requests for absence for professional reasons will be submitted to the principal at least one (1) week in advance of the date of anticipated absence.

17-7-3 Approval of absence for professional reasons will not be given automatically upon request by a teacher, but will be at the discretion of the principal.

17-8 Long-Term Leaves of Absence:

17-8-1 Leaves of absence without pay may be granted on an individual basis at the discretion of the Board of Education. Long term leaves of absence will be coordinated with the grading periods when at all possible. Request for such leave will be submitted in writing to the office of the superintendent.

17-8-2 A teacher on leave of absence who wishes to return to teaching will receive the first vacancy for which he/she is eligible and is qualified, provided that written application for return to service will be made to the Superintendent's office prior to the January Board meeting of the year in which they wish to return.

17-8-3 A leave of absence for study will be credited as teaching experience on the salary schedule upon submission of proof to the Superintendent of the following: The teacher will have completed to the satisfaction of the Superintendent at least twenty-four (24) semester hours or thirty-six (36) quarter hours of graduate credit, or will have completed during the year of the leave of absence a plan of study previously approved by the Superintendent.

17-9 Short-Term Leave:

17-9-1 Short-term leave of absence, with or without pay, will be granted at the discretion of the Board. In cases where the term of leave is not in excess of five (5) days, and is of an emergency nature, the Superintendent may act for the Board.

17-9-2 Persons will make application in writing prior to a regularly-scheduled meeting of the Board.

17-9-3 All applications for short-term leave will explain the reasons for such requests.

17-9-4 A leave requested immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday will be granted only in cases of extreme personal hardship.

17-10 Sabbatical Leave:

17-10-1 Full-time certified personnel in the Salida School System may be granted sabbatical leave for a year or half year of university or college study. No more than three (3) persons will be granted sabbatical leave in any one school year.

17-10-2 Each candidate must meet the following requirements:

(a) The teacher must hold at least a Bachelor's Degree.

(b) He/she must be a full-time certified person who has been employed by the Salida School System at least seven (7) years preceding the proposed sabbatical leave.

(c) He/she must not be within less than five (5) years of retirement on September 1 of the proposed sabbatical year.

(d) He/she must submit a plan of study which he/she proposes to carry out at a university or college in the United States or abroad during the sabbatical year. In special circumstances teachers may carry out research projects instead of attending a regular course of university or college study. Candidates will not be limited to work in the area of their teaching specialization. The plan submitted to the Board should indicate why the teacher wants to study outside his/her present specialization.

(e) He/she will agree to return to his/her position in the Salida School System for three (3) years immediately following his/her sabbatical leave. If a teacher does not return for a full three (3) year period following a sabbatical leave, the teacher will reimburse the School District on a prorated basis for any payments made during the period of sabbatical leave. The teacher will receive one-half (1/2) his/her full expected annual salary and one-half (1/2) fringe benefits during the sabbatical period.

(f) During one-half year sabbatical leave, the teacher will receive a stipend equal to one-half (1/2) his/her expected semi-annual salary and one-half (1/2) fringe benefits during the sabbatical period. A greater stipend may be granted for either full-year or half-year sabbatical leaves at the discretion of the Board. The teacher may supplement his/her sabbatical.

17-10-3 Teachers on sabbatical leave will advance on the salary schedule as if they were continuing to teach in the Salida School System and will not forfeit accumulated sick leave.

17-10-4 Qualified teachers will apply for sabbatical leave no later than April 1 of the year preceding the year for which leave is requested.

17-10-5 The Superintendent will present all applications to the Board, along with his recommendations, at the next regularly-scheduled meeting following the application.

17-10-6 The final approval, or disapproval, rests solely with the Board; and the Board will render its decision on or before May 1 of the applicable year.

17-11 Unused Illness and Disability Days:

17-11-1 A teacher who resigns and leaves the District and has unused accumulated sick leave will be reimbursed for each day at the following rates:

with 6-7 years with the District, \$10.00 per day

with 8-9 years with the District, \$15.00 per day

with 10-11 years with the District, \$20.00 per day

with 12-15 years with the District, \$55.00 per day

with 16-19 years with the District, \$80.00 per day

with 20 plus years with the District, payment at the individual's current column base salary in effect at the time of leaving, divided by the number of contractual days as determined in Article 9.

17-11-2 Staff who have accumulated seventy (70) or more sick leave days may sell back to the district, a maximum of eight (8) days, and may not deplete his or her sick leave accumulation at the time of request below a minimum of seventy (70) days. The staff member will be reimbursed at the following rate. This reimbursement process may be used only one time in the twelve month period from July 1 to June 30 of any year. Reimbursements will accompany the staff member's check in the month requested. Staff will be required to pick up request forms from the central administration office and must request the month and amount of reimbursement no later than the first of the month for which the request is made. Rate of reimbursement for sick leave days as per article 17-10-2:

with 6-7 years with the district \$10.00 per day

with 8-9 years with the district \$15.00 per day

with 10-11 years with the district \$20.00 per day

with 12-15 years with the district \$55.00 per day

with 16 or more years with the district \$80.00 per day

Jury Duty:

Upon presentation of a court subpoena, or a jury summons, a teacher may, without loss of pay, be allowed a short absence to serve as a witness or for jury duty.

ARTICLE 18.

PROFESSIONAL GROWTH

18 Other college credits to be applied toward salary increments will be in accordance with Colorado State Department of Education recertification requirements.

18-1 Teachers who were employed with the Salida School District R32J from 1970-1993, who meet the required criteria, and who prove this to the District will be grandfathered under the following policy and will be allowed to continue horizontal movement on the current pay scale BEYOND BA+56. (It will be the teacher's responsibility to prove to the District that they have met the criteria in order to be grandfathered under this policy.) Teachers can only move one horizontal column per year after they have reached the BA+56 step as per Article 21-5-4.

Teachers who do not meet requirements will be unable to continue horizontal movement on the current pay scale beyond BA+56. This includes teachers employed with the District during the 1994-95 contract year to the present.

**Some special provisions may apply to those teachers who have accumulated a number of hours past their BA degrees and who pursue a Master's of Arts degree. These teachers may elect to continue on the horizontal column which allows them the ability to claim their hours without threat of receiving a pay cut once their MA is attained.

POLICY

This policy became effective with the 1970-71 contract year and remained in force until the 1993-94 contract year when it was removed from the Master Agreement.

“All teachers are expected to obtain the MA degree or 30 semester hours beyond the BA degree within ten (10) years of service to the District. Failure to obtain the MA degree or 30 semester hours beyond the BA degree will result in the denial of further salary increments.”

Salary Schedules will be IDENTICAL except that the grandfathered teacher's pay scale will include the following steps:

BA+64 along with the current MA+24 column

BA+72 along with the current MA+32 column

BA+80 along with the current MA+40 column

ARTICLE 19.

PROFESSIONAL RIGHTS AND ETHICS

19-1 It is recognized that democratic values can best be transmitted in an environment which is free from censorship and artificial restraints upon free inquiry and learning. The academic freedom of teachers shall be encouraged and protected.

19-2 The teacher's right to open and honest expression at faculty meetings and Board meetings shall be protected.

19-3 The teacher's right to affiliate with professional, political and religious organizations shall not be abridged.

19-4 Teachers shall have the right to adequate facilities and materials.

19-4-1 Procedures for shared decision making by teachers shall be established for the selection and purchases of instructional materials and supplies.

19-4-2 Storage and work space shall be available.

19-4-3 A faculty lounge shall be provided in each building.

19-5 Teachers have a right to expect administrative and District assistance and support when dealing with student discipline problems.

19-6 It shall be the duty of all teachers to practice professional ethics as prescribed by the National Education Association and the Colorado Professional Practices Commission.

ARTICLE 20.

PROFESSIONAL RESPONSIBILITIES

20-1 Teachers shall be responsible for the care, discipline and instruction of pupils in their charge and for any or all pupils of the school outside class hours as assigned by the principal and within the limit of Articles 9 and 10 above. Teachers shall be responsible for carrying out policies for the conduct of pupils as developed by the faculty or by faculty and students or as prescribed by the administration. Teachers shall train pupils in the maintenance of proper conditions and practices in the classroom as may affect the physical or mental health of children. Teachers shall report promptly to the principal any serious illness or accident affecting any children in their charge.

20-2 Teachers shall not grant permission to any pupil to leave school during the school hours without first consulting the principal. Pupils shall not be granted permission to leave school with an adult or other out-of-school person except at the expressed permission of the parent or guardian.

20-3 Teachers shall furnish to no one, other than school officials, any list of names and/or addresses of pupils or of teachers, and shall refer all requests of this nature to the principal. This section shall not prohibit any teacher from furnishing lists of teachers' names and addresses to the Association.

20-4 Teachers shall not promote or demote any pupil from their classroom during the school year without permission from the principal and/or Superintendent.

20-5 All teachers shall exercise their authority in maintaining order in the halls and about the buildings and grounds at any time. It shall be the duty of all teachers to see that any and all pupils conduct themselves in a proper and decorous manner at school-sponsored functions. The District and administration shall support teachers when disciplinary action concerning students is necessary.

20-6 Teachers shall participate in the in-service training program, attend all faculty meetings and shall cooperate with such divisions of school service in the system as may need the assistance of teachers in carrying out the program effectively. Duties under this section shall remain within the limits of Articles 9 and 10 above.

20-7 Teachers are encouraged to attend a majority of the student activities during the year. Faculty members and their spouses shall be admitted, without charge, to any school event excepting banquets where there is a direct outlay of money for food consumed.

20-8 Teachers shall cooperate with special teachers. Teachers shall carry out directions of department heads regarding the course of study and methods of instruction.

ARTICLE 21.

SALARY AND ECONOMIC BENEFITS

21-1 Salary and economic benefits for teacher shall be negotiated annually between the parties. The salary schedule shall be Appendix "A".

21-2 Pay for extra duty shall be as Appendix "B".

21-3 Insurance package shall be as in Appendix "C".

* denotes a ratified change

21-4 Severance Benefits option shall be removed from this master agreement as of March 21, 2000, and placed in a Board Severance Plan Document. Appendix G references to the changes of this benefit. Contractual Days will now become Appendix D.

21-5 The District will provide the following tuition credits plan to all certified staff members.

21-5-1 There will be a maximum of fifteen (15) semester reimbursed. The reimbursement will be up to \$45.00 per semester hour. The maximum that can be earned is \$675.00 per calendar year.

21-5-2 Teachers must submit a Request for Tuition Credit Reimbursement form for approval of reimbursement for their tuition credit and horizontal movement to the department chairperson of the department that the teacher is assigned. The department chairperson will forward his/her recommendation to the curriculum specialist for his/her approval with the final approval from the superintendent. Proof of payment in the form of a receipt or canceled check in addition to proof of completion (course certificate or transcripts) must be attached to the Request for Tuition Credit Reimbursement form and must be turned into the Central Office before tuition credit and/or horizontal movement will be granted.

21-5-3 A teacher whose request for reimbursement is denied by either the department chairperson, the curriculum specialist, and/or the superintendent may make an appeal to the Board of Education in writing and/or in person within thirty (30) calendar days of the denial. The Board of Education will consider the appeal at the earliest scheduled monthly board meeting and issue a final decision. That decision will be final. Otherwise, reimbursement must be made within 45 days after the submission for approval or letter requesting horizontal movement.

21-5-4 Horizontal movement on the salary schedule may be made either by September 1 or January 1. A letter requesting horizontal movement must be turned into the Central Office by September 1 or January 1 in order to ensure implementation by the 27th of the month. Copies of transcripts documenting credits, written notices from CDE, or other equivalent hours that show merit of movement will be submitted when they become available in accordance with Article 21-5-2. **NOTE:** The definition of equivalent hour will be the same as a college credit or CDE credit which is 15 hours for 1 credit hour. **(amended, 11-8-01)**

21-6 Paychecks will be issued on the 27th day of each month. Should the 27th fall on a weekend or holiday, paychecks shall be issued the last banking day prior to that weekend or holiday, except for the month of December. Paychecks for the month of December shall be issued on the last working day as long as reserves remain above twice the amount of monthly payroll.

21-7 Professional Organization Dues.

The district will provide a maximum of \$50.00 per year to help defray the cost of membership to one and only one professional organization, related to the teacher's employment with R-32-J. If the cost of the membership is less than \$50.00 per year, then the district will pay a maximum equal to the cost of membership. Group memberships related to organizations will not be covered unless the membership to each group is known, and the district would pay towards one membership. Proof of payment by the employee must be provided within ninety (90) days of payment. Reimbursement will occur during the next pay period, following the employee's request. Teacher unions and associations such as NEA, CEA, and SEA are excluded from this benefit.

21-8 Positioning on scale:

- (a) New staff to the district with 0-2 years of prior teaching experience will start at step 3 of the appropriate column. These teachers will be frozen at step three until they receive the experience to move them vertically. They would receive raises which would affect the salary at that step.
- (b) Teachers with prior teaching experience who move to the district are placed on the salary scale according to the prior experience. Teachers may claim up to 7 years of prior experience. Teachers with more than 7 years of teaching experience will be placed on step 8.

ARTICLE 22.

DURATION AND ATTESTATION

The provisions of this Agreement, with the exception of Appendices A, B, C, and D shall be effective as of the first day of July, 2009, and shall remain and continue in full force and effect through the 30th day of June, 2010. Appendices A, B, C, and D shall be negotiated yearly as set forth in Article 4, and shall be effective as of the first day of July, 2009, and shall remain and continue in full force and effect through the 30th day of June, 2010.

The Directors of Salida School District and the Board of Directors of Salida 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 20-9-101 as interpreted by applicable case law, including Colorado Supreme Court decision in Littleton Education Association v. Arapahoe County School District, 553 p.2d 793 (Colo 1976). The District and the 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.

This agreement shall automatically continue in force and effect for equivalent periods, except for salaries and benefits which are not subject to this provision but will be negotiated annually and except as may be amended, modified, or substituted under the procedures set forth in Article 4, Negotiation Procedure.

Because of possible limitations caused by Tabor, no portion of this contract can or should be considered as binding or obligating the Salida District R32J to multiple year financial obligations. All financial commitments are subject to annual appropriations by the Board. It is the intent of both parties to honor commitments in this Agreement.

APPENDIX A - CERTIFIED SALARY SCHEDULE

2009-2010

See .pdf Version in links

APPENDIX B - EXTRA DUTY SALARY SCHEDULE

2009-2010

See also, the .pdf version in the links

STIPEND SCALES FOR EXTRA DUTY 2009-2010

HIGH SCHOOL COACH

HEAD COACH MAJOR SPORT \$3500.00

ASSISTANT COACH MAJOR SPORT \$1500.00

ATHLETICS TO INCLUDE: FOOTBALL, VOLLEYBALL, SOCCER, BASKETBALL, WRESTLING, BASEBALL, TRACK, TENNIS, SWIMMING

HEAD COACH MINOR SPORT \$1700.00

ASSISTANT COACH MINOR SPORT \$1000.00

ATHLETICS TO INCLUDE: CHEERLEADING, CROSS COUNTRY, GOLF, INTRAMURALS (paid as assistant only)

MAJOR SPORT GUIDELINE: AT LEAST 22 ATHLETES OR MINIMUM 12 WEEK SEASON

AT LEAST 10 CONTESTS (NOT COUNTING REGIONALS AND BEYOND)

PRACTICE AT LEAST 10 HOURS PER WEEK DURING TWO WEEKS PRIOR TO SEASON

ABOVE JUNIOR HIGH LEVEL

JUNIOR HIGH COACH

HEAD \$1500.00

ASSISTANT \$1100.00

SPONSORS:

HEAD: MAJOR ACTIVITY \$1200.00

TO INCLUDE: DRAMA, FBLA, STUDENT COUNCIL, YEARBOOK, KNOWLEDGE BOWL, TENDERFOOT TIMES, VICA, INSTRUMENTAL, VOCAL

ASSISTANT: MAJOR ACTIVITY \$500.00

TO INCLUDE: DRAMA, FBLA, FCCLA

MINOR ACTIVITY/CLUB \$800.00

TO INCLUDE: ECOLOGY, TV, SPANISH, ART, MUSIC, PHOTO, AND KEY CLUBS, TECH TEAM, MATH COUNTS

MAJOR SPONSOR CRITERIA: AT LEAST 15 STUDENTS

AT LEAST 6 CONTESTS OR MEETINGS (NOT COUNTING REGIONALS AND BEYOND)

MEET AT LEAST TWO TIMES A MONTH PLUS 2 WEEKS PRIOR TO SEASON

ABOVE JUNIOR HIGH LEVEL

JUNIOR HIGH CLUBS: \$800.00

TO INCLUDE: STUDENT COUNCIL

ASSISTANT ATHLETIC DIRECTOR \$3,000.00

LONGFELLOW:

HEAD TUMBLING \$800.00

ASSISTANT TUMBLING \$500.00

REVISED 10/9/09

* denotes a ratified change

Updated: 05.24.2011

APPENDIX C

EXPLANATION OF INSURANCE PACKAGE

C-1 The District shall pay \$13.00 per teacher per month for any of the life insurance plans currently under payroll deduction.

C-2 The District shall contribute \$477.30 per month for each teacher to be applied to the Colorado Educational Insurance Trust Health Insurance Plan and/or American Fidelity's "cafeteria style" insurance plan.

C-3 The insurance committee will chair an open discussion of all employees of R-32-J regarding any proposed change in insurance carriers. The final decision will be made by a vote of the SEA membership and ratified by the School Board and the Association.

Explanation of Insurance Package

All teachers, single and family, will receive \$477.30 per month for insurance. This money may be applied in the following manner:

1. The entire amount may go toward family or single Colorado Educational Insurance coverage.
2. All teachers not applying the entire amount toward the above coverage must take individual Colorado Educational Insurance coverage and Disability Income Policy.
3. Any money left over after payment of either the Disability Insurance Income Policy premium and/or the health insurance premium may be applied to any of the following insurance policies or taken in cash:
 - a. Hospital Income Plan
 - b. Cancer Insurance Plan
 - c. Group Life Insurance (Term)
 - d. Tax Sheltered Annuity

APPENDIX E

Copies of the evaluation systems and related forms for Teachers, Specialists, and Counselors will be available in each of the offices of the building principals, in each of the teachers' lounges, and the Central Administrative Office.

APPENDIX F

OTHER PAID DUTIES

(Ratified May 24, 2011)

Substituting: Pay will be \$10.00 or 1 hour of personal leave.

Lunch Duty: Teachers assigned Lunch Duty may have the option of receiving \$10 per day of duty or 1 hour of personal leave per day of lunch duty. Forms and substitute forms must be filled out at the office beginning the first day of the week of lunch duty. No free lunch ticket will be issued.

ATHLETIC EVENTS

SMS BASKETBALL	CLOCK	--\$15.00 per game
	BOOK	--\$15.00 per game
	GATE	--\$25.00 per night unless split gyms --
then \$20		
SMS VOLLEYBALL	CLOCK	--\$15.00 per match
	SCOREKEEPER	--\$15.00 per match
	LINE JUDGE	--\$10.00 per match
	LINE JUDGE	--\$10.00 per match
	GATE	--\$25.00 per night
SMS FOOTBALL	CLOCK	--\$25.00 per game
SHS FOOTBALL: per night	TICKET SELLERS	-- \$ 25.00 for each location (3 locations)
	CLOCK	-- \$ 25.00 per night
	ANNOUNCER	-- \$ 30.00 per night
SHS VOLLEYBALL:	TICKET SELLERS	-- \$ 25.00 per night
	CLOCK	-- \$ 20.00 per match
	SCORE KEEPER	--\$20.00 per match
	LINE JUDGE	--\$15.00 per match
	LINE JUDGE	--\$15.00 per match
SHS BASKETBALL:	TICKET SELLERS	-- \$ 30.00 per night

* denotes a ratified change

Updated: 05.24.2011

	CLOCK	-- \$ 20.00 per game
	SCORER	-- \$ 20.00 per game
SHS WRESTLING:	TICKET SELLERS	-- \$ 12.50 (Per Session)
	TIMER	-- \$ 25.00 (Per Session)
	SCORER	-- \$ 17.50 (Per Session)
	ANNOUNCER	-- \$150.00
SHS SOCCER:	TICKET SELLER	-- \$ 25.00
SHS BASEBALL:	TICKET SELLER	-- \$ 25.00
TOURNAMENTS:	*Will be paid per game per CHSSA guidelines*	

Student Support Activities Bus Sponsors will be paid at the same hourly rate as single hour substitute pay.

***NOTE:** THIS PAY SCHEDULE DOES NOT REFLECT STATE GAMES

APPENDIX G

Memorandum of Agreement – Severance Removal from Master Agreement

Insert Board Severance Document (bullets go in #5)

Because the language of Severance (formerly Appendix D in master agreements through 1999-2000) is to be removed from the master agreement, we feel it is necessary for this agreement to include:

- a succinct, and clearly stated school board policy as to future and proposed manner of disbursement of severance benefits and a strict adherence to this policy including the fact that separate and individual negotiations for severance benefits be avoided;
- removal of the former application process of teachers applying to severance;
- a printed list including those teachers eligible for severance; the % amount of their salary, including extra-duty (for those who qualify) for which severance is calculated; the resulting severance amount; and, when determined, the method and time of disbursement of the benefit;
- that the severance benefit (as identified by the above list) be inheritable, even if a teacher dies while still employed in R32J school district;
- that the disbursement of the severance benefit may begin before a teacher on the list actually leaves the district;
- a printed priority list of those to receive severance based on: 1st priority-those now receiving severance payments; 2nd priority-those who have been granted severance and are to receive payments; and 3rd priority those on the above list, arranged from greatest number of years to those with the least number of years as it applies to the severance benefit;
- the budgetary accounting of the benefit be included in the memorandum of agreement and that and the above mentioned lists be readily available upon request of individual members of SEA.

SIGNATURE PAGE OF AGREEMENT

The
IN WITNESS WHEREOF the Parties hereto set their hands this

12 day of JANUARY, 2010

ATTEST: That this Agreement was approved and ratified by the Board of Education of the Salida School District, R-22, Chaffee County, Colorado, upon a motion properly made, seconded and passed by a majority of the Board on January 2, 2010, at a meeting called and conducted in accordance with the law.

FOR THE BOARD OF EDUCATION: Boyle Bushby
President

Brandy Coccarolla
Secretary

ATTEST: That this Agreement was ratified by a majority of a quorum of the members of the Salida Education Association at a properly called meeting of the members, upon a motion properly made, seconded and passed on _____

FOR THE ASSOCIATION: Dewey Groover
President

Secretary

SIGNATURE PAGE OF AGREEMENT

The

IN WITNESS WHEREOF the Parties hereunto set their hands this

_____ day of _____, _____.

ATTEST: That this Agreement was approved and ratified by the Board of Education of the Salida School District, R-32-J, Chaffee County, Colorado, upon a motion properly made, seconded and passed by a majority of the Board on _____, at a meeting called and conducted in accordance with the law.

FOR THE BOARD OF EDUCATION: _____

President

Secretary

ATTEST: That this Agreement was ratified by a majority of a quorum of the members of the Salida Education Association at a properly called meeting of the members, upon a motion properly made, seconded and passed on _____.

FOR THE ASSOCIATION: _____

President

Secretary

* denotes a ratified change

INDEX

Absence

Administrative Practices

Administrative Vacancies

Assignment of Teachers

Association Leave

Association Meetings

Bereavement Leave

Board of Education

Board Policy

Budgets

Class Coverage Pay

Class Size

Colorado State Constitution

Definitions

Department Heads

Disability Insurance (Appendix C)

Discipline

Dues Deduction

Duration of Agreement

Effective Dates of Agreement

Evaluation

 Class Observation

 Frequency

 Instrument (Appendix E)

* denotes a ratified change

Updated: 05.24.2011

Purpose

Exclusive Representation

Extra-Duty Pay Schedule

Appendix B

Extra Pay Schedule

Appendix F

Extracurricular Activities

Facilities, Use of

Faculty Lounge\Family Illness Leave

Fringe Benefits

Grievances

Decisions

General Provisions

Level One

Level Two

Level Three

Level Four

Level Five

Level Six

Representation

Group Life Insurance (Appendix C)

Health Insurance

Appendix C

Impasse Procedure

In-Service Education

* denotes a ratified change

Updated: 05.24.2011

Insurance Provisions

Appendix C

Jury Duty

Length of Day

Long-Term Leave of Absence

Lunch Period

Mailboxes

Maternity Leave

Membership in the Association

Memorandum of Agreements

Appendix D

Appendix G

Negotiations

Nondiscriminatory Practices

Paid Class Coverage

Part-Time Teachers

Personal Leave

Political Rights of Teachers

Posting of Vacancies

Professional Growth

Professional Leave

Recognition of Association

Reduction in Force

Rehiring Order

Right to Representation

* denotes a ratified change

Updated: 05.24.2011

Sabbatical Leave

Salary Schedule

Appendix A

School Day, Length of

School District

School Year, Length of

Severance

Short-Term Leave

Sick Leave

Sick Leave Bank

Smoking

Superintendent

Teacher

Teacher Files

Transfer Policy

Involuntary

Voluntary

Tuition Reimbursement

Vacancies

Administrative

* denotes a ratified change

Updated: 05.24.2011