MASTER CONTRACT

Between

CENTER CONSOLIDATED SCHOOL DISTRICT 26 Jt.

and

CENTER EDUCATION ASSOCIATION

EFFECTIVE: May 21, 2025-June 30, 2030

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ARTICLE 1

INTRODUCTION

1.1 Recognition. The Board of Education of Center Consolidated School District 26 Jt. recognizes the Center Education Association as the exclusive and sole negotiating agent for all teachers who are included in the bargaining unit.

1.2 Scope of Bargaining Unit. Members included in the bargaining unit are all licensed full-time or part-time teachers, including librarians, special education teachers, CTE teachers , and all other licensed employees whose primary assignment is non-supervisory or non-administrative in nature. Excluded from the unit are all administrative and supervisory employees, all paraprofessionals and all non-licensed employees.

1.3 Recognition Procedures:

1.3.1 During the final year of the negotiated contract, any teacher organization other than the organization then recognized by the Board of Education may file a petition with the Board requesting an election to determine the negotiating agent for the bargaining unit.The petition shall contain the signatures of at least **30%** of the persons within the bargaining unit. At the time the petition is filed, the petitioning organization shall also file a list of the names and addresses of its officers, and copies of its constitution and bylaws demonstrating that one of its purposes is to improve the working conditions of the persons in the bargaining unit, that its government and structure provide for democratic procedures and practices, that membership in the organization is voluntary, and that it does not discriminate with respect to the terms and conditions of membership because of race, creed, color, national origin, sex, or marital status.

1.3.2 The Board shall cause an election be held within **thirty (30)** days after the filing of the petition; provided, however, that no such election shall be held during the term of the Agreement except during the final calendar year of said term and only unless the petition is filed between **April 1 and April 15** of that year. Further, no such election shall be held within **twelve (12)** months after the date of a preceding election.

1.3.3 All elections shall be conducted under the applicable rules and procedures of the American Arbitration Association governing the conduct of such election. However, the impartial party supervising said election shall be an individual capable of supervising the election selected by the Board of Education to whom neither the incumbent organization nor the petitioners have a reasonable objection and who is a person who has no connection with the school district, any of its employees, the incumbent organization, the petitioners or the organization representing the petitioners.

1.3.4 The election ballot shall contain the name of the incumbent recognized organization, the name of the petitioning organization, and "No Organization" which may be marked by any person voting within the bargaining unit that such person does not desire to be represented by either the incumbent or the petitioning organization.

1.3.5 In the event that no choice on the ballot receives a majority of the votes cast, a run-off election shall be held between the two choices receiving the largest number of votes.

1.3.6 This run-off election shall be conducted and pursuant to the procedures set forth in **Section 1.3.3** and shall be held within **ten (10)** days after certification of the results of the first election.

1.3.7 If an organization receives a majority vote in the bargaining unit at such election, the Board shall recognize such organization as the negotiating agent for all persons in the bargaining unit for a term coinciding with the term of the successor agreement subsequently negotiated, or as provided in **Section 1.3.7**. If recognition is lost pursuant to the process described in the Article before the expiration of the term of this Agreement, this Agreement shall expire as of the date recognition is lost.

1.3.8 The cost of such an election shall be borne by the School District.

1.3.9 Until such time as the incumbent organization is decertified pursuant to the procedures provided in this Article, the organization shall continue to be recognized as the negotiating agent for the bargaining unit.The Board may, however, call for election during the final year of the negotiated contract if the Association's membership falls below **fifty percent (50%)** of those eligible to be included in the bargaining unit. Such an election shall be conducted in accordance with the procedures set forth in this article. If payroll deductions do not indicate **fifty percent (50%)** membership in the Association, the Board may request and the Association shall provide a membership list.

1.4 Definition of Terms. When used in the Agreement the following terms shall mean:

1.4.1 EMPLOYER: The term "Employer" shall mean the Center Consolidated School District 26Jt., or any of its duly authorized representatives.

1.4.2 EMPLOYEE: The term "Employee shall mean the professional licensed employees as included in the unit pursuant to Section 1.2.

1.4.3 ASSOCIATION: The term "Association" shall mean the Center Education Association or any of its duly authorized representatives.

1.4.4 DAYS: The term "days" shall mean days teachers are scheduled to work, except as otherwise specifically provided herein.

1.4.5 AGREEMENT: The term "agreement" shall mean any part of the professional agreement.

1.4.6 SUPERINTENDENT: The term "Superintendent" shall mean the Superintendent of the District.

1.4.7 TEACHERS: The term "Teachers" shall mean the same as "employees".

1.4.8 HALF-TIME TEACHERS: The Term "Half-Time" shall refer to a professional licensed employee that is employed for seventeen hours and twenty-nine minutes per week. This employee shall receive only one half (1/2) of the employee's benefits. This employee will not have any administrative power.

1.4.9 ADMINISTRATORS: The term "Administrators" shall include the Superintendent, Director of Instruction, Teacher Quality Coach, Building Principals, Athletic Director and Assistant Principals.

1.4.10 TRANSITIONAL RETIREMENT AND RETIRED; LICENSED TEACHERS: The term "Transitional Retirement" and "Retired, Licensed Teachers" as used in this agreement shall refer to those licensed teachers who are officially retired, under the rules of the Colorado Public Employees Retirement Association (PERA).

Revised 2007, 2025

ARTICLE 2

GENERAL PROVISIONS

2.1 Neither party will discriminate against any person for reasons of employment, assignment, promotion or membership 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 or the State of Colorado.

2.2 This Agreement shall be construed and applied in conformance with all applicable provisions of the Constitution, Laws and regulations of the United States and the State of Colorado.

2.3 The parties recognize that the Board of Education has certain powers, discretion and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any person or organization.

2.4 If any provision or term of this Agreement or its application to any member of the unit shall be found contrary to law, such provision, term or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.

2.5 This agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association will carry out the Commitments contained herein and give them full force and effect.

2.6 No change, rescission, alteration or modification of the 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 here on.

2.7 The provisions of this Agreement shall control where any conflict exists between this Agreement and Board policy, practice or writing.

2.8 Any individual contract between the Board and any individual teacher shall be subject to the terms and provisions of this Agreement.

ARTICLE 3

NEGOTIATION PROCEDURE

3.1 The provision of this procedure shall be used when a successor agreement is negotiated, or the terms of this Agreement are renegotiated pursuant to any reopening of negotiations as mutually agreed upon, if the Association is recognized as the representative of the teachers.

3.1.1 The preferred method of negotiation will be the Interest Based Strategies (IBS) process (see addendum). By mutual agreement between both parties, the remaining provisions in **Article 3** may be bypassed, excluding **Article 3.7.**

3.2 Membership on Negotiations Committees:

3.2.1 The number and selection of the Association's negotiations committee shall be decided by the Association.

3.2.2 The number and selection of the District's negotiations committee shall be decided by the Board of Education.

3.2.3 Either party may call witnesses to present information during negotiations sessions. Either party may include the presence of a consultant to advise the committee.Only members of the negotiations committee may present proposals or counterproposals.

3.3 Negotiations shall be conducted according to state law. Neither party shall issue releases to the news media concerning negotiations sessions, unless such releases are mutually agreed upon and the written release is approved by both parties. This shall not limit or restrict the District from making such reports to the Board.

3.4 The Superintendent shall make available to the Association negotiation team all records of the School District which are relevant to the negotiations including, but not limited to, budget and staffing information, upon reasonable prior written request therefore. The request shall be delivered to the Superintendent and shall include a reasonably precise description of the information, records and documents**.** Upon receiving such a request , the Superintendent shall promptly respond but in any event no later than ten (10) working days thereafter. The foregoing shall not be construed to impose any duty or obligations to compile information or prepare records or documents not already in existence at the time the request is made if doing so would create an unreasonable burden on the School District or its administrative staff. In those situations, the Superintendent may, in lieu of compiling the information, identify the records and documents in which the information may be contained and allow the Association a reasonable opportunity to compile the information itself. All reasonable copying costs relating to complying with the request shall be paid by the Association at the current rate.

3.5 Initiation Procedure:

3.5.1 To modify this agreement or to reach a successor agreement either party may request that negotiations be initiated by submitting a request in writing to the President of the Board, Superintendent or to the President of the Association. If no such request for a successor agreement is received preceding the expiration of this Agreement, this Agreement will remain in full force and effect until the termination date of this agreement.

3.5.2 Negotiations for the current year shall be limited to salaries, extra pay for extra duties and fringe benefits such as, but not limited to, insurance and any other new or existing articles proposed by each team to become effective **July 1, to June 30**, of the subsequent year. If agreement during the current negotiations has not been reached by **July 1**, any subsequent settlement shall be made retroactive to **July 1**. Any provision not modified in accordance with the above provisions shall continue in full force and effect in the successor agreement. If no such request for modification of this agreement or request for a successor agreement is received by either party by **May 1**, the provisions of the current agreement will remain in full force and effect until the termination date of this agreement unless earlier modified pursuant to this article, except as actions by the Colorado State Board of Education or legislature may affect this agreement.

3.5.3 A request shall specify with particularity what items are to be considered and suggested dates, time and locations for the initial session. A copy of a request shall be sent to the Superintendent. Items for negotiations shall include items related to wages, hours and conditions of employment.

3.5.4 The Superintendent shall, within **ten (10)** working days after receiving a request, arrange for the initial sessions, the date, time and location agreeable to both parties. In no event shall the first negotiations session take place later than **fifteen (15)** working days after the initial request unless mutually agreed to.

3.5.5 At the initial session, both parties shall submit the names of their respective negotiations committees to each other. At that initial session, both parties shall submit to the other party all of its proposals for amendments to, deletions from or additions to the Agreement which that party desires to make. The second negotiating session shall be held within **three (3)** working days following the initial session. A proposal is a suggestion of specific language to be included in the Agreement, not just a statement of a subject upon which negotiations are sought.

3.6 Conduct of Negotiations:

3.6.1 Sessions will be scheduled at times which do not unreasonably interfere with other school activities. Sessions shall not be scheduled during the school day unless there is mutual agreement to do so. Any resulting costs or expenses to provide substitutes for the association's negotiations team shall be paid by the School District.

3.6.2 A time and date and the agenda for the next session will be set in writing during each meeting. Subsequent sessions shall take place at least once per week unless mutually agreed otherwise.

3.6.3 Either party may recess to a private caucus at any time during the session.

3.6.4 Both parties will negotiate in good faith.

3.6.5 Each party will make every reasonable effort to submit straw designs with options that show movement towards an agreement.

3.7 Agreement:

3.7.1 Tentative agreements reached during negotiations, mediation or fact finding will be reduced to writing and will have the conditional approval of both parties. However, all tentative agreements are subject to agreement on all issues.

3.7.2 Within **ten (10)** working days after tentative agreements have been reached on all issues, the Association shall submit these tentative agreements to its membership for the ratification process. Following ratification by the Association, the tentative agreements shall be submitted to the Board for ratification at an official meeting which shall take place within **ten (10)** working days of receipt by the chief negotiator to the Board of the foregoing notice of ratification by the Association. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified agreement.

3.7.3 Tentative agreements shall become final when ratified by the Association and the Board.

Revised: 1994, 1996, 1998, 2004, 2007, 2014

ARTICLE 4

IMPASSE

4.1 If progress cannot be made on an item, that item shall be set aside by either party and other items shall be discussed. If a point is reached when no further progress can be made on any item either party may declare impasse.

4.2 Mediation:

4.2.1 If impasse is reached, the issues in dispute shall be submitted to a mediator for the purpose of bringing the parties to voluntary agreement.

4.2.2 The parties may mutually agree on the selection of a mediator or on the procedure for selecting a mediator.

4.2.3 If agreement on a mediator cannot be reached within **five (5)** days of the date impasse was declared, the mediator shall be selected as follows:

A. The American Arbitration Association shall be requested by the moving party to furnish a panel of **five (5)** mediators from which the parties agree to select a mediator.

B. Each party has five (5) days after receiving the list of proposed mediators to strike off the names to which it objects, numbering the remaining names in order of preference.

C. The American Arbitration Association shall select the mediator from the preferences submitted by the parties.

D. If the parties fail to agree on any of the persons named, or if either party strikes all of the names on the list or if for any other reason an appointment cannot be made from the list, the American Arbitration Association shall appoint a mediator from its members without submitting further lists.

4.2.4 If the procedure in **Section 4.2.3** is used, the parties will agree to follow the rules of the American Arbitration Association as applicable.

4.2.5 Both parties shall share equally the cost of the mediator.

4.3 Fact Finding:

4.3.1 If mediation does not result in tentative agreement on the issue at impasse, either party may terminate mediation and direct that the disputed items be submitted to Fact Finding.

4.3.2 If the parties cannot agree on the selection of a Fact Finder, the procedure as outlined in **Section 4.2.3** shall be used for selecting a Fact Finder.

4.3.3 The Fact Finder shall have the authority to hold hearings, make procedural rules, call witnesses and hear sworn testimony.
All individuals called as witnesses by the Fact Finder or the parties who participate in the Fact Finding just in that capacity shall be released without loss of pay.

4.3.4 Within a reasonable time after conclusion of Fact Finding hearings (but no longer than **fifteen (15) days** the Fact Finder shall issue a report in writing to the Board and the Association. In that report, the Fact Finder shall set forth his/her findings of fact, recommendations and rationale on the issues submitted. His findings shall be advisory only and binding neither on the Board or on the Association.

4.3.5 Within **five (5)** days of receiving the report of the Fact Finder, the parties shall meet to discuss the report.

4.3.6 The costs of the Fact Finder shall be shared equally by the parties.

4.4 If the mediator or Fact Finder schedules hearings during the school day, Association representatives shall be released without loss of pay. The Association shall be responsible for the cost of any substitutes the District must hire as a result of the release of the Association Representatives.

ARTICLE 5

GRIEVANCE PROCEDURES

5.1 Definitions:

5.1.1 A grievance is a claim by an Employee, a group of Employees or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

5.1.2 An "Aggrieved person" is the person or persons or the Association making the complaint.

5.2 Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting Employees. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

5.3 Employee and Association Rights:

5.3.1 An Employee shall be free to resolve individual complaints, with the employer, without Association representation providing the adjustment is consistent with the terms of the Agreement and providing the Association receives a copy of any such adjustment. An Employee's right to have Association representation at any level of this procedure shall not be denied.

5.3.2 Every Employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. However, when two or more Employees covered by this Agreement have individual grievances arising from the same occurrence or event, such Employees shall not have the right, the Association shall have the right to present such grievances together, as the grievant in accordance with these procedures.

5.3.3 Grievances affecting more than one building may be filed directly with the Superintendent. Grievances of a time sensitive nature, as mutually agreed upon by the Association President and Superintendent, may be filed directly with the Superintendent.

5.3.4 No reprisal shall be taken against any Teacher, Association representative or other participant in the grievance procedure by reason of such participation.

5.4 Time Limits:

5.4.1 The failure of an Employee or the Association, to initiate or appeal a grievance to the next level within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of school days, except that when a grievance is submitted less than ten days before the close of the then current school term, every effort will be made to resolve the grievance within thirty calendar days. If the grievance is not resolved within thirty calendar days, all remaining time limits with respect to that grievance shall be calculated from the first day of school of the following academic year and all days shall be calendar days. Time limits, however, may be extended by mutual agreement.

5.4.2 It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant. Level three hearings may, however, be held during the school day if requested by the Arbitrator. In such instances, the grievant(s) and necessary witnesses shall be released without loss of pay.

5.5 General Principles for Resolution: An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his/her immediate supervisor or Principal.

5.5.1 Level One: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of **Grievance Report Form "A"** attached hereto and, at a mutually agreeable time, discuss the matter with his/her immediate supervisor or Principal. The written grievance shall state the nature of the grievance; misinterpreted or misapplied; and shall state the remedy requested. The filing of the formal, written grievance at Level One must be within twenty days from the date of the occurrence or event, or from the time the Employee became aware or should reasonably have become aware of the occurrence or event giving rise to the grievance. The principal or his/her designee shall make a decision on the grievance and communicate it in writing, including the reasons for the decisions, to the Employee, the Association and the Superintendent within five days after receipt of the grievance. The Employee shall acknowledge receipt of a copy of the written decision of the Principal or his/her designee on the Grievance Report Form by the Employee's signature.

5.5.2 Level Two: In the event the grievance has not been satisfactorily resolved at Level One, the grievant shall file, within five days of the Employee's receipt of the Principal's or his/her designee's written decision at Level One, a copy of the grievance with the Superintendent. Within seven days after such written grievance is filed, the grievant and the Superintendent or designee shall meet to attempt to resolve the grievance. If the grievance is not satisfactorily resolved by such meeting, the Superintendent or designee shall make a decision on the grievance and communicate in writing, including the reasons for the decision, to the Employee, the Association and the Principal or designee within five days following the Level Two meeting. The Employee shall acknowledge receipt of a copy of the written decision of the Superintendent or designee on the Grievance Report Form by the Employee's signature.

5.5.3 Level Three: If the grievance is not resolved at Level Two, the grievant shall file, within five days of the Employee's receipt of the Superintendent's written decision at Level Two, a copy of the grievance with the President of the Board of Education. Within seven days after such written grievance is filed, the grievant and three members of the Board of Education shall meet to attempt to resolve the grievance. If the grievance is not satisfactorily resolved by such meeting, a member of the Board shall make a decision on the grievance and communicate in writing, including the reasons for the decision, to the Employee and the Association within five days following the Level Three meeting. The Employee shall acknowledge receipt of a copy of the written decision of the Board on the Grievance Report Form by the Employee's signature.

5.5.4 Level Four

A. If the grievance is not resolved at Level Three, there shall be available upon written demand of the Association a fourth level which shall be arbitration. Any such demand for arbitration shall be submitted by the Association, in writing, on behalf of the Association and the grievant, to the Superintendent within fifteen days of receipt by the Association of the Level Three written decision of the Superintendent.The Arbitrator shall be selected in the same manner as a mediator is to **Section 4.2.3 of Article 4**.

B. Arbitration hearings shall commence within thirty calendar days following the appointment of the Arbitrator unless extended upon motion of the Arbitrator or upon motion of either of the parties granted by the Arbitrator upon good cause shown. The Arbitrator will issue a report simultaneously to the Board and

Association within a reasonable time after the close of hearings, submission of post hearings briefs, if any, submission of a transcript of the hearing, if any, or, in the event oral hearings have been waived, then from the date the final statements and evidence are submitted by the parties.

C. The arbitrator's report shall set forth the Arbitrator's findings of fact, reasoning, conclusions and recommendations concerning the grievance. The Arbitrator's report shall be consistent with the law and the terms of this Agreement. The report shall be binding on the Board and the Association. If a question arises as to the validity of arbitration, such a question will be ruled upon by the Arbitrator selected to hear the dispute. The parties shall be bound by the rules and procedures established by the American Arbitration Association.

5.6 The grievance procedures shall be the exclusive process for resolving complaints on all matters defined in **Section 1 of this Article.**

5.7 Arbitration reports involving the provisions of this Agreement relating to evaluation, transfers and reductions in force shall be advisory only and binding neither on the Board nor on the Association. In these cases the grievance procedure shall not be the exclusive process for resolving complaints on all matters involved. Arbitration shall not be available for grievances relating to teacher dismissals and teacher contract non renewals.

5.8 Expedited Advisory Arbitration.

5.8.1 In lieu of the Level Three arbitration procedure described in **Section 5.5.4** above, arbitration of grievances concerning transfers **(Articles 17 through 19)** evaluations **(Article 20)**, and reductions in force **(Article 22)** expedited advisory arbitration shall be available upon written demand of the Association submitted to the Superintendent within the fifteen day period required under **Section 5.5.4.** Arbitration under this Section 5.8 shall be conducted in accordance with the "Expedited Labor Arbitration Rules" of the American Arbitration Association then in effect.

5.8.2 The parties shall mutually select a panel of five arbitrators who have agreed in advance to serve as a Panel, and to operate under the American Arbitration Association Expedited Arbitration Procedures and time lines therein. Individual arbitrators shall be appointed from this Panel by the parties as appeals arise. The parties agree to the principle of appointing one arbitrator to hear a group of appeals occurring simultaneously in order to further expedite the process.

5.8.3 The Arbitrator's authority shall be to determine whether the District misinterpreted, misapplied or violated the criteria or procedures of **Article 17 and 19** if the grievance concerns a transfer, **Article 20** if an evaluation or **Article 22** if a reduction in force and the remedy shall be solely the referral of the issue to the parties for resolution consistent with the Arbitrator's award.

5.8.4 Upon receipt of the Expedited Arbitration Award pursuant to the American Arbitration Association Procedures, the Board of Education shall act upon the Award within **ten (10)** working days of its postmarked date or such Arbitrator's decision shall become final.

GRIEVANCE REPORT FORM "A"

Date Filed:

Distribution of Form

1. **Association President**

2. **Name of Grievant**

3. **Immediate Supervisor of Grievant _____**

4. **Superintendent or Designee _____**

A. Date alleged violation, misrepresentation or misapplication occurred:

B. Section(s) of Agreement alleged to have been violated, misinterpreted or misapplied:

C. Statement of Grievance:

D. Relief Sought:

Signature of Grievant

Decision of the immediate Supervisor or the Principal, and reasons therefore:

Date Signature of Immediate Supervisor or Principal

I, the grievant, received a copy of this decision by the Administration at Level One of the grievance procedure this _____ day of _____, 20____.

Signature of Grievant

Decision of the Superintendent or designee at Level Two and reason therefore:

Date Signature of Superintendent or Designee

I, the grievant, received a copy of this decision by the Administration at Level Two of the grievance procedure this _____ day of _____, 20____.

Signature of Grievant

Revised 2007

ARTICLE 6

EMERGENCY LEAVE

6.1 Emergency Leave may be granted during the first four or last four student contact days or during blackout periods by the Building Administrator.

Revised 2007

ARTICLE 7

JURY AND LEGAL LEAVE

7.1 Any Employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided with such time for such appearances without salary loss.

7.2 Any payment received, except reimbursement for expenses the employee receives during such leave, shall be turned over to the Employer.

7.3 Any Employee absent from work for any court or administrative proceeding in which they are a litigant, contestant or a party in interest, or officer, director, agent or representative of a party in interest, shall be provided such time for such appearances without salary except for Level Three hearings of the Grievance Procedure, and impasse procedures as provided in this Agreement.

ARTICLE 8

INSERVICE TRAINING

The parties recognize that improvement of instruction and Professional Staff Development are shared responsibilities necessary and of benefit to the educational program of the School District and to teachers and individuals. In order to foster the attainment of these responsibilities, the parties will cooperate in the following activities:

8.1 Professional Staff Development: Shall be defined as anything that enhances a teacher's professional growth. This includes in-services, conferences, workshops and visitations to other educational institutions which relate to the staff member's current or future position.

8.2 Required Participation: The Board may provide for and require attendance of teachers at in-services, workshops, conferences, further education, and programs designed to improve the quality of instruction held during the normal school day.

See Article 10.6.

8.3 Voluntary Participation: The District administration, in cooperation with teaching staff members and building administrators, may investigate the need for and arrange for desirable courses, workshops, conferences, and programs designed to provide opportunities for Professional Staff Development and improvement of instruction which will be held at times other than the normal school day. Teacher participation in these activities will be voluntary.

8.3.1 Compensation for District mandated additional days of service, beyond the **157 day contract year,** shall be calculated at the per diem rate of the individual teacher **(1/157th of the year's salary/ by the day of service).** Any day beyond the **157th contract day** must be approved by the Association negotiation committee.

8.3.2 District mandated additional days of service shall be defined to include workshops, inservice training, and/or seminars required by the District providing information or skills the employee will be expected to implement in the classroom, on lesson plans, on evaluation and/or any other criteria for the current or following year.

8.4 Notification: Each principal is responsible for seeing that every teacher gets a copy of the early release Professional Staff Development calendar at the start of the school year. The annual calendar will indicate the use of early release Professional Staff Development times and what the in-services will be about. Changes will be with sufficient notice often (10) working days (extenuating circumstances excluded).

8.5 Professional Development Planning: Professional Development days will be planned in **conjunction** with building **staff** and administrators**,** Professional Development **sessions** will be planned based on the needs identified by the **staff** and administration which are devoted to the improvement of professional skills and educational programs. A reasonable effort will be made to plan the inservice activities at least one year in advance and in conjunction with the school calendar.

8.6 Early Release: Early release time will be reserved for the sole purpose of Professional Learning Community meetings. In addition, building administrators must be sure that staff members do not lose planning time (in relation to that of other staff members) due to the early release schedule.

Revised: 2002, 2003, 2007, 2022

ARTICLE 9

EXTENDED LEAVES OF ABSENCE

9.1 Extended leaves of absence for reasons such as, but not limited to **sabbatical leave, educational leave, travel leave, bereavement leave, military, illness or injury, educational or Employment exchange ,** may be granted at the discretion of the Board of Education.

9.2 Each **extended** leave of absence granted can be for **up to** a period of **two (2) years** from the first day of absence. An Employee will be returned to his/her original position or to one which is mutually agreed upon, unless the **Employee waives his/her rights in writing,** prior to commencing the leave. If the Employee waives his/her rights, the District shall exercise its reasonable best efforts to return the Employee to his/her original position or to another position for which the Employee is highly qualified.

9.2.1 If **less than two (2) years** of extended leave of absence was taken, upon written request, an extension **may be granted** at the discretion of the Board of Education.

9.3 All extended leaves of absence granted pursuant to this article shall be without pay.

9.4 Probationary teachers shall be entitled to extended leave as provided to this article; however, such leaves, if granted, shall not be construed in any way to bar or limit the District's authority not to renew the contracts of probationary teachers who may be on extended leave as provided by Colorado law. The District may, in accordance with the procedures provided by law, non-renew the Employment of any probationary teacher notwithstanding that teacher's reinstatement rights at the conclusion of any leave period granted under this Article. If the Employee is granted a new contract, the District shall exercise its reasonable best efforts to return the Employee to his/her original position or to another position for which the employee is highly qualified.

Revised 1997, 2007

ARTICLE 10

LEAVE

10.1 Leave may be used for events of any personal nature.

10.2 Each full-time Employee is entitled to 12 days of leave each year at full pay. An Employee may accumulate sixty days for the academic year. Employees shall be allotted their annual leave days on the first required work day of each year.

10.2.1 If an Employee resigns his/her position effective prior to December 31st of the current contract year, the Employee must forfeit their leave for that contract year on a basis pro-rated to equal 1.5 days for each twenty-five working days of his/her contract not honored.

10.3 If all accumulated leave has been used and none has been donated, an Employee shall receive, for a period not to exceed ten school days per year, the difference between his/her daily salary and the **rate of pay** of a substitute teacher.

10.3.1 All leave shall be reportable as a half-day or a multiple thereof.
A half day shall be defined as three hours and forty-five minutes for this purpose.

10.3.2 In order to access volunteer donation days, a checks and balances system will be implemented through communication with HR Personnel and Association President and within *one (1) week* of request, a response will be sent district wide.

10.4 Leave Accumulation and Buy-Back: After accumulating a minimum of forty eight days, each Employee shall have the option of selling back to the district up to ten days of leave over forty-eight at a rate of 100% of a licensed substitute's pay. An Employee must notify the Director of Finance in writing by June 15 of his/her intention to be reimbursed for "Leave Buy-Back." Payment for this "Buy-Back" will be made at the time of the June payroll. Any days for which the Employee has been reimbursed will not accumulate to the Employee's accumulated leave. **All leave buy back will be PERA includable salary for all certified employees.**

10.4.1 An Employee leaving the District with thirty-six or fewer days will be reimbursed at a rate of 50% of the current daily substitute's pay rate for those days accumulated. An Employee leaving the District with more than thirty-six remaining leave days will be reimbursed at a rate of 75% that of a substitute' s daily rate for every day over thirty-six, and at a rate of 50% of the current substitute's pay rate for all others. An Employee must notify the Director of Finance in writing by June 15 of his/her intention to be reimbursed for "Leave Buy-Back." Payment for this "Buy-Back" will be made at the time of the June payroll. Any days for which the Employee has been reimbursed will not accumulate to the Employee's accumulated leave**. All leave buy back will be PERA includable salary for all certified employees.**

10.5 Leave Buy-Back at time of Retirement: Upon retirement, each Employee shall receive 100% of the current daily licensed substitute's pay rate for each day of remaining accumulated leave. Payment for this shall be made at the time of the June payroll. This provision shall be offered in addition to the leave yearly "Buy-Back" provision. **All leave buy back will be PERA includable salary for all certified employees.**

10.6 Leave "Black-out" periods: Leave Black Out periods will be defined as double-docks. Leave shall not be granted on days during the first four or last four contact days of a school year. Days designated for Professional Development Days, PLC Days, and Parent Teacher Conferences (which are equal to 1.5 days each). If an Employee misses one entire Parent Teacher Conference day, it equals three days. If leave must be taken on one of these days, the employee will be double docked unless a written verification from a physician explaining the reason for the absence upon the employee's return to work. Emergency leave in regards to the above situations may be requested according to the provision in **Article 6.1.**

10.6.1 Employees may be granted leave **on the day before or the day after a scheduled period of school intermission of 4 days in length or longer (including Saturday and Sunday) or during the state standardized testing days for the employee's school.** Employees who apply for such leave will be granted permission for the leave but must apply double their leave time toward the time of absence(s). If leave must be taken on one of these days, written verification from a physician explaining the reason for the absence shall be required upon the employee's return. Emergency leave in regard to the above situations may be requested according to the provisions of **Article 6.1.**

10. 7 Professional Leave: Short leaves of absence may be granted at the discretion of the building principal for the following reasons: school visitation or attendance at the meetings of value to the students of the School District, conferences, and evaluation committees. If the School District requests the leave, the School District will pay all expenses. If the Employee requests the leave, the building principal has the authority to approve or disapprove the leave. The building principal may also approve payment of all expenses of the Employee, in such instances, or require the Employee to pay their own expenses while the School District pays the Employee's salary and substitute, if required.

10.8 Leave Donation, Bereavement, and Family Medical Leave Act: All provisions for these types of leave are outlined in **Article 11 (Sick Leave Donation program), Article 12 (Bereavement)** and **Article 13 (Family Medical Leave Act).**

Revised 2006, 2007, 2012, 2016

ARTICLE 11

LEAVE DONATION

11.1 An employee may donate any of his/her accumulated leave days for the benefit of a fellow staff member at the discretion of the individual employee. Notification must be in writing and submitted to the Director of Human Resources. **Donations of such days will be held in strictest confidentiality.**

11.2 Process of Leave Donation:

11.2.1 Upon receipt of a Request for Leave Day Donations, the Director of Human Resources will send an e-mail to All District Staff with the request for Leave Donations. When Leave Donations are received by the Director of Human Resources, they will be posted to the requesting employee in the order they were sent by e-mail or received through written communication. Donated Leave Days will only be deducted from the donor(s) as they are actually utilized by the employee. Each donating employee will have 1 day deducted in the order donations were received by the Director of Human Resources. If more days are needed by the leave requesting employee after the initial 1 day has been deducted from each donor, 1 day will be deducted in the same order from donors of multiple days. If fewer days were used than were donated, the donating employee will be notified how many of their donated days were unused by the end of the May payroll period, on an annual basis.

11.2.2 In order to access volunteer donation days, a checks and balances system will be implemented through communication with HR Personnel and Association President and within one (1) week of request, a response will be sent district wide.

Revised 2013

Contract Maintenance 2007

ARTICLE 12

BEREAVEMENT LEAVE

12.1 Each Employee shall be granted up to a maximum of five days per contract year, **without accumulation,** of Bereavement leave, with full salary for the death of the Employee's spouse, child, parent, guardian, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. The Employee shall give notification to the Administrator **and** designee **as soon as possible.**

12.2 Any additional bereavement leave may be granted to an Employee upon written request to the Administrator for the death or deaths of any of the above designated relatives, but such additional bereavement leave shall be deducted from an Employee's accumulated leave. However, if an additional five (5) days of bereavement leave is granted for the Employee's spouse, child, or parent, it shall not be deducted from the Employee's accumulated leave.

Revised: 1997

Contract Maintenance 2007, 2014

ARTICLE 13

FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993. The law went into effect on August 5, 1993 for most employers. If a collective bargaining agreement (CBA) is in effect on that date, the Act becomes effective on the Expiration date of the CBA or February 5, 1994, whichever is earlier. The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all private, state and local government employees and some federal employees. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave. The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA; and protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage FMLA applies to all:

-public agencies, including state, local and federal employers, local education agencies (schools) and

-private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce-including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

(1) work for a covered employer;
(2) have worked for the employer for a total of at least 12 months;
(3) have worked at least 1,250 hours over the previous 12 months;
(4) work at a location where at least 50 employees are also covered by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

-the birth or placement of a child for adoption or foster care;
-to care for an immediate family member (spouse, child or parent) with a serious health condition; or
-to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not for a parent-in-law) who has a serious health condition.

Sec. 108. Special rules concerning employees of local educational agencies.

(a) Application

(1) In general- except as otherwise provided in this section, the rights (including the rights under section 104, which shall extend throughout the period of leave of any employee under this section), remedies and procedures under this title shall apply to -

(A) any local educational agency (as defined in section 1471 (12) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2891 (12)))) and an eligible employee of the agency; and

(B) any private elementary or secondary school is an eligible employee of the school.

Definitions - For purposes of the application described in paragraph (1):
Eligible Employee - The term Eligible Employee means an eligible employee of an agency or school described in paragraph (1).

(a) Employer- The term Employer means an agency or school described in paragraph (1).
(b) Leave Does Not Violate Certain Other Federal Laws- A local education agency and a private elementary or secondary school shall not be in violation of the Individuals with Disabilities Education Act (20 U S C 1400 et seq). section 504 of the Rehabilitation Act of 1973 ~29 USC 794), or title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq). solely as a result of an eligible employee of Such agency or school exercising the rights of such employee under this title.
(c) Intermittent Leave or Leave on a Reduced Schedule for Instructional

Employees -

(1) In general - Subject to paragraph (2), in any case in which an eligible employee employed principally in an instructional capacity by any such educational agency or school requests leave under subparagraph (C) or (D) of section 1 02(a)(l) that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20

percent of the total number of working days in the period during which the leave would extend, the agency or school may require that such employee elect either-

(A) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

(B) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that

(i) has equivalent pay and benefits; and

(ii) better accommodates recurring periods of leave than the regular employment position of the employee.

(2) Application. - The elections described in subparagraphs (A) and (B) of paragraph (1) shall apply only with respect to an eligible employee who complies with section 1 02(e)(2).

(d) Rules Applicable to Periods Near the Conclusion of an Academic Term. - The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any eligible employee employed principally in an instructional capacity by any such educational agency or school:

(1) Leave more than 5 weeks prior to end of term. - If the eligible employee begins leave under section 102 more than 5 weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if -

(A) the leave is of at least 3 weeks of duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

(2) Leave less than 5 weeks prior to end of term. - If the eligible employee begins leave under subparagraph (A), (B) or (C) of section 1 02(a)(l) during the period that commences 5 weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if-

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

(3) Leave less than 3 weeks prior to end of term. - If eligible employee begins leave under subparagraph (A), (B) or (C) of section 1 02(a)(l) during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

(e) **Restoration to Equivalent Employment Position. -** For purposes of determinations under section 1 04(a)(l)(B) (relating to the restoration of an eligible employee to an equivalent position), in case of a local educational agency or a private elementary or secondary school, such determination shall be made on the basis of established school board policies and practices, and collective bargaining agreements.

(f) **Reduction of the Amount of Liability. -** If a local educational agency or a private elementary or secondary school that has violated this title proves to the satisfaction of the court that the agency, school or department had reasonable grounds for believing that the underlying act or omission was not a violation of this title, such court, reduce the amount of the liability provided for under section 1 07(a)(l)(A) to the amount and interest determined under clauses (i) and (ii), respectively, of such section.

If necessary please refer to complete FMLA document

Total Revision: 1997 Source: No. 718 LXR 8729 & LXR 8730

ARTICLE 14

ASSOCIATION LEAVE

14.1 The Association shall be granted up to a maximum of **ten (10)** days of professional leave per year for representatives of the Association to conduct Association business (not including negotiations, which are covered in **Article 3**).

14.2 The Association shall be responsible for the cost of any substitutes the District must hire as a result of Association Leave.

14.3 If an Association member becomes a regional, state or national representative; or state board member, the days needed to conduct this business will not be deducted from that member's Association Leave days or Personal Leave days. The Association shall be responsible for the cost of any substitute the District must hire as a result of this Association Leave.

14.3.1 Association leave for a regional, state or national position will be limited to no more than **twenty (20)** days total in a contract year, or a number of days acceptable to the Board of Education.

Revised: 1997, 1998, 2004, 2014

ARTICLE 15

NOTICE OF TEACHING ASSIGNMENTS

15.1 Employees, other than newly appointed and substitute teachers, shall be notified in writing of their contract status for the following year, no later than the first working day after the First May School Board meeting. These Employees shall be notified in writing of specific assignments including subjects that they will be assigned, the grades and/or subjects that they will teach and special or unusual classes that they will have, no later than the first working day after the Second May School Board meeting. These assignments shall not be changed except as may be required as a result of unforeseen emergencies such as a resignation, retirement, failure of another Employee to appear for the beginning of the school year, the inability to find qualified candidates for open positions, or situations arising which could not be reasonably predicted five contracted days before the end of school. Any Employee whose specific assignment is changed shall be notified in writing within five days of such change or modification of assignment and the reasons thereof.

15. 1.1 All Probationary Teachers will have a meeting with their direct evaluator after April 15th , but prior to the first work day of May, for the purpose of receiving preliminary feedback regarding their future employment standing within the district. At this meeting the evaluator will, in writing, indicate whether they intend to recommend the employee for renewal, non-renewal or if they are unsure of a recommendation at this time. This preliminary recommendation will not be legally binding, but is for the purpose of allowing the employee to better understand their employment status within the district.

15.2 Employees shall be assigned within the scope of their teaching certificates, their major or minor fields of study, or as allowed by applicable accreditation standards except where emergency dictates.

15.3 In the event that a Reduction in Force becomes necessary, assignments shall be conducted in accordance with **Article 22.**

Revised: 2003
Contract Maintenance 2007
Revised: 2010

ARTICLE 16

ELEMENTARY-SECONDARY EDUCATION ACT OF 2001

16.1 All provisions of the No Child Left Behind Act (NCLB) of 2001 that affect working conditions, teacher/educational support personnel rights or terms of employment will be periodically evaluated by a committee of district administration and Association leaders. Such provisions will be submitted to the bargaining representatives of the parties.

16.2 No provisions impacting working conditions, employee rights or terms of employment will be implemented without the mutual agreement of the parties, unless required by law.

Established 2004
Contract Maintenance 2007

ARTICLE 17

TRANSFERS

17.1 Definitions-transfers

17.1.1 Elementary - A change from one level to another or from one discipline to another at the Elementary level (Grades K-5) due to a vacancy shall constitute a transfer.

17.1.2 Secondary - A change from middle school level to high school or from high school level to middle school level courses, or a change from one field to another due to a vacancy shall constitute a transfer. A transfer shall also constitute a change from secondary (Grades 6-12) to elementary (Grades K-5) or elementary to secondary.

17.1.3 A transfer shall also constitute a change from a current position to a newly created position.

17.2 Definition - Vacancy: A vacancy is defined as an already existing or newly created position that becomes open for any reason. Examples include: transfer **(Article 18 &19),** reduction in force **(Article 22.3 & 22.5),** extended leaves of absence **(Article 9.1),** maternity, paternity & adoptive parent leave **(Article 13),** non-renewals, or any unforeseen circumstances as listed in **Article 15.**

17.3 Teachers will be assigned within the scope of their teaching license, their major or minor fields of study, or as allowed by applicable accreditation standards except when emergency dictates.

17.4 All teaching, administrative and classified staff vacancies shall be posted in the teacher's lounge and such other locations as the administration may choose and a copy of the posted notice of vacancies shall be delivered to the President of the Association within **ten (10)** days of the official notice of this vacancy.

The District shall post a description of the position, the qualifications an applicant must have to fill the position, and whether the position is full or part-time. No position listed shall be filled during the school year until at least **five (5)** days after the position has been posted as required by this Section.

Revised: 1999
Contract Maintenance 2007

ARTICLE 18

VOLUNTARY TRANSFERS

18.1 Request. When a vacancy occurs a Teacher may request a transfer to that position providing he or she submits a written request to the receiving principal. The written request shall include the teacher's statement of his/her qualifications for the position to which the transfer is sought.

18.2 Process. The receiving Principal shall provide a reasonable opportunity for a meeting with each Teacher requesting a transfer within **five (5)** days after the receipt of a request to discuss the specific requirements of the position to which the transfer is requested.

18.3 Upon written request of any Teacher(s) who has applied for a transfer(s), and who meet the requirements of the position an interview will be granted with the principal.

Revised: 1999, 2014, 2016
Contract Maintenance 2007

ARTICLE 19

INVOLUNTARY TRANSFERS

19.1 Definition - An involuntary transfer shall be a transfer as defined in **Article 17** when initiated by the administration or the School Board.

19.2 Criteria - The Employer shall make no involuntary transfers under this Article as a punitive measure. A Teacher shall be involuntarily transferred or reassigned only for valid and sufficient educational reasons.

19.3 Notice-

A. Notice of a proposed involuntary transfer shall first be given in writing personally or by certified mail to the affected Employee as soon as practical. If the transfer is intended to be effective at the beginning of the school year, notice shall be given no later than one working day following the first May School Board meeting unless that transfer is required as a result of unforeseen emergencies as described in Section 15.1 of this Agreement.

B. Notice of School Board approval of an involuntary transfer shall be given to the affected Employee promptly following School Board action. This notice shall include a written statement of the reasons for the proposed transfer.

19.4 Meeting - An involuntary transfer shall be acted upon by the Board of Education only after a reasonable opportunity has been provided for a meeting between the Employee involved, an Association representative if requested by the Employee and an Administrator or designee. Board action on the proposed transfer shall take place at the next regular or special board meeting.

19.5 When a position similar to an involuntarily transferred teacher's former position becomes available prior to the next school year a reasonable attempt shall be made to notify said teacher. The teacher may request consideration of said position within **five (5**) days of notification. If the teacher is not to be considered for the position, the teacher is to be given "just cause" in writing from the administration within five **(5) days** after notification of interest.

****In Section 19.5 "days" are defined to include days in which the district administration office is open during the summer when school is not in session.**

Revised: 1999, 2003
Contract Maintenance 2007

ARTICLE 20

EMPLOYEE EVALUATION

20.1 The purpose of Certified Employee evaluation is twofold:

A. To improve instruction through the assessment and support of quality teaching performance in order to help teachers to effectively meet the needs of the students in their charge.

B. To serve as the primary factor for the determination of continuation of employment.

20.2 As per the requirements of state law, Certified Employees shall be formally evaluated on their performance of assigned duties during each school year. All Certified Employees shall receive preliminary evaluation feedback from their direct supervisor by Feb. 1st of each year.

20.3 Within four weeks after the beginning of each contract year, the District shall acquaint each Certified Employee with the District evaluation procedures, standards and instruments. Each Certified Employee shall be advised as to the member of the administration who will evaluate his/her performance. The purpose of this orientation will be to achieve mutual understanding of the evaluation system by all parties. No evaluation of a Certified Employee shall take place until that Certified Employee has been advised of the procedures, standards, instrument, and assigned Evaluator as required above.

20.4 The Evaluator shall have at least two face-to-face meetings with the Certified Employee prior to submitting the final evaluation to the Certified Employee and the District.

20.4.1 The Evaluator shall conduct a minimum of 4 per semester walkthrough observations of Probationary Certified Employees and a minimum of 2 per semester walkthrough observations of Non-Probationary Certified Employees in order to determine the final effectiveness rating of the Certified Employee, written feedback on the observation must be given, in a timely manner, for the observation to be considered.

20.4.2 By February 1st, and on an annual basis, teachers will be required to refine their Measures of Student Learning Calculator based on their current teaching position, and to have that approved by their building administrator.

20.4.3 In the event the Evaluator determines a Certified Employee to be Ineffective regarding a particular teaching standard, the Evaluator shall document in writing what the concerns are and what the Certified Employee may do, in the opinion of the Evaluator, to correct deficiencies that led to this determination. The Evaluator shall also provide reasonable assistance to the Certified Employee to help correct these deficiencies. In addition, in the event the Evaluator deems a Certified Employee to perform at the Highly Effective level in the area of a particular teaching standard, the Evaluator shall document in writing what led him or her to this conclusion.

20.4.3.1 If the Certified Employee disagrees with the Evaluator's determination, he or she may submit a written statement explaining why they disagree with the Evaluator's determination and this statement will become part of the record of evaluation for the Certified Employee.

20.4.3.2 A Certified Employee may request an alternate Evaluator if there is clear evidence of conflict with his/her assigned evaluator that cannot be resolved. The determination to take this action shall be upon mutual agreement of the Superintendent of Schools and the Association President.

20.5 Final evaluation results shall be provided in writing, preceded by numerous on-the-job evaluation observations of the Certified Employee's performance, as well as annual student performance growth evidence. All evaluations of a Certified Employee shall be conducted with the full knowledge of the Certified Employee.

20.5.1 End-of-Year Review: The evaluation cycle officially ends on May 31st. Three weeks prior to the end of the evaluation cycle, the evaluator and educator being evaluated should discuss professional practice ratings and measures of student learning/outcomes, artifacts and any other evidence needed to confirm the accuracy of ratings. If an educator is on course for receiving a rating of ineffective, this meeting must take place in time to allow for the 45 day appeals process to finish by the May 31st deadline. A written appeal must be made by the non-probationary educator within the fifteen day window after receiving their final evaluation rating. However, if an educator is on course for receiving a rating of ineffective for a 2nd consecutive year resulting in loss of non-probationary status and possible non-renewal, this meeting must take place in time to allow for the 45 day appeals process to finish by the May 31st deadline. These time requirements may be waived by mutual agreement of both the teacher and the district.

20.5.2 Final Performance Evaluation Rating: No later than two weeks prior to the end of the evaluation cycle, if the evaluator and educator being evaluated did not agree on the final effectiveness rating they should jointly review additional evidence to help each other understand their respective positions on rating levels. The purpose of this meeting is to come to an agreement . If agreement is not reached, the supervisor of the educator is responsible for determining final ratings on professional practices, measures of student learning outcomes and overall effectiveness. By May 31st, all decisions on final effectiveness ratings will be decided. On June 1st, all certified staff will roll into the contract for the following year.

20.5.3 Appeals Process: Non-Probationary Teachers.

20.5.3.1 The grounds for an appeal shall be limited to the following:

The evaluator did not follow evaluation procedures that adhere to the requirements of statute, rule and master agreement, and that failure had a material impact on the final Performance Evaluation Rating that was assigned (e.g., an observation was never completed or feedback was never shared with the teacher); and/or
-The data relied upon was inaccurately attributed to the teacher

(e.g., data included in the evaluation was from students for whom the teacher was not responsible).

20.5.3.2 The following requirements shall apply to the appeal process for non probationary teacher to appeal a second consecutive Performance Evaluation Rating of "Ineffective" or "Partially Effective". For purposes of the appeal process, a rating of ineffective and a rating of partially effective carry the same consequence. A teacher shall lose non-probationary status after receiving two end of year consecutive ratings of either ineffective or partially effective.

20.5.3.3 The teacher is permitted to appeal the second consecutive year Final Effectiveness Rating of ineffective or partially effective. The teacher filing an appeal shall include all grounds for the appeal within a single written document. Additional evidence shall be submitted at the time of the appeal, and given to the appeals committee. Any grounds not raised at the time the written appeal is filed shall be deemed waived. This additional evidence shall be considered as part of the appeal.

20.5.3.4 The appeal process shall allow for a final determination of the appealing teacher's Performance Evaluation Ratings and a final determination of whether that teacher retains non-probationary status; it shall not serve the purpose of determining employment and/or termination.

20.5.3.5 The appeal process shall be voluntary for the teacher and initiated only if the teacher chooses to file an appeal. The appeal process shall allow the non-probationary teacher to appeal the rating of ineffectiveness to the Superintendent or designee and shall place the burden upon the non-probationary teacher to demonstrate that a rating of "Effective" was appropriate.

20.5.4 Appeals Review Panel

20.5.4.1 The Appeals Review Panel shall serve in an advisory capacity to the Superintendent or designee. The Superintendent or designee shall be the final decision-making authority in

determining the teacher's final Performance Evaluation Rating.

20.5.4.2 The Appeals Review Panel shall be comprised of members who were not directly involved in the evaluation process for the appealing teacher.

20.5.4.3 The selected Appeal Review Panel members and alternated shall be trained so as to ensure credibility and expertise of the panel members. The panel shall be comprised of two (2) teachers selected by the Association President and two (2) administrators selected by the district. No more than four (4) panel members hall comprise the panel.

20.5.4.4 The appealing teacher shall be given the opportunity to address the review panel and provide evidence to the review panel in person or in writing. The review panel shall review any written information provided by the appealing teacher prior to the meeting to render a recommendation.

20.5.4.5 The Appeals Review Panel may invite the teacher or the teacher's evaluator to present in person or in writing where clarification is necessary; however, the teacher and evaluator shall have the right of refusal without prejudice.

20.5.4.6 In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate. If the review panel is not unanimous, they shall submit the majority opinion and minority opinion to the Superintendent or designee.

20.5.4.7 A teacher may have union representation during the appeals process and during the appeals hearing.

20.5.5 Other Considerations

20.5.5.1 Any documents and/or recorded proceedings related to the appeal process shall be confidential and a copy made available to the teacher.

20.5.5.2 The Superintendent or designee shall be the final decision-making authority in determining a teacher's final Performance Evaluation Rating and whether a non-probationary teacher shall lose his or her non-probationary status.

20.5.5.3 The Superintendent or designee shall provide a written rationale for the final determination and must be submitted to the educator and the Association President within ten (10) days of the final rating. The appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of non probationary status. There is no appeal of the final decision.

20.5.6 If the Superintendent or designee determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the teacher shall receive a "no score" and shall not lose his or her non-probationary status. However, if in the following academic school year that teacher receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the teacher shall be subject to loss of non-probationary status. The teacher may choose to file an appeal.

20.6 A copy of the written evaluation shall be signed by both parties with a copy given to the Certified Employee and one placed on file at the District office. The Employee's signature does not necessarily indicate agreement with the evaluation but rather awareness of the content.

20.7 The Certified Employee shall have the right to submit, within fifteen days after receiving an evaluation report, a response for inclusion in his/her personnel file or other written statement regarding any evaluation. The file copy of such response shall be signed by both the Certified Employee and Evaluator to indicate awareness of content.

20.8 Each Employee shall have the right to review the contents of his/her personnel file other than letters of reference. No separate file shall be kept which is not available to the Certified Employee's inspection.

20.9 Any complaints directed toward a Certified Employee, which are placed in his or her personnel file, are to be promptly called to the Employee's attention in writing. The Certified Employee shall have the right to reproduce, at their own expense, any of the contents in his/her file except for letters of reference.

Note: With the passage of SB 191-10 it is understood there are many rules yet to be established regarding the requirements of teacher evaluation and this Article is in no way intended to override requirements set in statute or rules yet to be adopted by the State Board of Education.

Revised 2002, 2007, 2012, 2014, 2019

ARTICLE 21

DISCIPLINARY ACTIONS

21.1 No Teacher shall be disciplined, reprimanded in writing, or reduced in rank or compensation, without just cause. This Article shall not apply to contract non renewals of probationary teachers.

Contract Maintenance 2007

ARTICLE 22

REDUCTION IN FORCE

22.1 The Board of Education and the Center Education Association agree that the Board of Education may cancel the employment contracts of Teachers without penalty to the District when the Board, in its sole discretion, and through written notification to the Association determines there is a justifiable decrease in the number of teaching positions within a particular licensure area or fiscal exigency and/or program change.

22.2 Prior to the reduction of any full-time teaching staff positions, the District will negotiate with the Center Education Association on possible alternatives to a Reduction in Force and will/may consider the following factors in the order set forth below:

(A) Natural attrition.
(B) Canceling contracts of Teachers employed under letters of authorization, where a qualified Teacher is available on staff.
(C) Canceling contracts of part-time Teachers, where a qualified Teacher is available on staff.
(D) Reduction in teacher contract days when looking at RIF during fiscal exigency and/or program change.

22.3 If the procedures in **Section 22.2** are not sufficient to prevent a reduction in full-time positions, the employment contracts of Teachers within a particular licensure area may then be canceled in the reverse order of such Teacher's seniority in the District. The Board will provide written notification to the Teacher affected on or before **May 15** of that academic year, whenever possible.

(A) A Teacher may have his/her employment contract canceled during the contractual period when there is a justifiable decrease in the number of teaching positions. When a justifiable reduction in the number of teaching positions within a particular licensure area occurs, the employment contracts of a full-time substitute classroom Teacher and/or probationary Teacher s , who are occupying such positions, shall be canceled first in the listed order (see C.S.L. statue 22-63-203(3).) A Teacher's seniority shall be established by the date on which such Teacher executed their original Teacher's contract. In the event that two or more Teachers within a particular licensure area bear the same date of acceptance, the Teacher with the more superior evaluations or academic preparation shall be deemed the more senior Teacher.
Reference Board Policy GCQA

(B) A license as defined by the Colorado Educator Licensing Act of 1991 is an authorization from the state to practice your profession much like other professionals are licensed. Both a certificate (under the former law) and a license (under the new law) demonstrate that you have completed a Teacher education program and demonstrated the professional knowledge that is prescribed by the law.

22.4 For the purpose of this Article a Teacher is deemed qualified in a licensure area if said Teacher has a license in that area, or meets State Accreditation Requirements, or has a Career Technical Education (CTE) License , or has authorization to work on obtaining a (CTE) License in that area.

22.5 Any Teacher, probationary or non-probationary, whose position is eliminated as a result of a reduction in force, shall be given the opportunity to transfer to another position in a different level or licensure area or field occupied by a less senior Teacher if the Teacher is qualified for that position. Transfer will only occur if it does not result in the assignment of the Teacher to a position of employment for which he/she is not qualified by virtue of academic preparation and licensure (see C.S.L. statue 22-63-206(1).)

22.6 The temporary separation will not affect any fringe benefits previously earned or benefits to be earned when reemployed. All accrued benefits, salary steps and educational steps shall be restored to the Teacher. The three school years of continuous employment required for the probationary period shall not be deemed to be interrupted by the reduction in force of a probationary Teacher upon their return (see C.R.S. 22-63-203).

Revised 1996, 2003
Contract Maintenance 2007

ARTICLE 23

STUDENT DISCIPLINE

23.1 The professional staff shall establish a set of general guidelines for each school based on School Board Policy. Students shall be expected to follow these guide lines and the administration shall enforce such school rules and regulations. The following procedures are recommended for building adoption.

23.2 The Board recognizes its responsibility to give all reasonable support and assistance so that Teachers can maintain control and discipline while engaged in their duties and responsibilities as Teachers.

23.3 The Teachers recognize their responsibility to consistently challenge inappropriate behavior and strive to uphold the Student Discipline Plan of the District.

23.3.1 When a student is referred for disciplinary action, the referring Teacher shall transmit a referral to the Principal or appropriate personnel. This referral shall include:

A. A brief overview of the student's behavior and reasons for such behavior as are known to the Teacher.

23.4 The Board will reimburse a Teacher for damage or destruction of clothing or personal property resulting from an assault upon a Teacher while carrying out his/her duties and responsibilities as an Employee of the District.

Revised: 1998
Contract Maintenance 2007

ARTICLE 24

ASSOCIATION RIGHTS

24.1 The Association is recognized as the sole and exclusive representative of all teachers covered by the Agreement.

24.2 The Association shall have the privilege of using school facilities upon prior approval of a Facilities Request. The Association may place notices, circulars and other materials concerning Association business on faculty bulletin boards and walls, in teacher mailboxes and through school email. An informational copy of materials placed in teachers' mailboxes shall be supplied to the building Principals upon request.

24.2.1 The Association shall have the privilege of engaging new employees regarding the Master Agreement and membership during new employee orientation for at least 60 minutes.

24.2.2 The Association shall have access to the list of new employees from the Superintendent a week prior to new employee orientation and as new employees are hired throughout the school year.

24.3 Employees shall have the right to:

(A) Organize or form, join or assist any employee bargaining organization.
(B) Negotiate collectively through representatives of their own choosing.
(C) Refuse to join or participate in the collective bargaining activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type**.**

24.4 Members of the Association shall have the right to request in writing and be allowed automatic payroll deduction of dues payments for Center Education Association, Colorado Education Association and National Education Association membership in accordance with the terms of this Article. The amount to be deducted will be the amount certified by the Association to the Director of Finance as applicable annual dues. An automatic direct deposit of the deducted dues payments will be submitted on the 27th of each month to the Center Education Association checking account.

24.5 It shall be the responsibility of the Association to inform its members of the procedures for payroll deduction of employee Association dues upon receipt of a properly executed authorization provided to the Association Treasurer. The employer will deduct Association dues from the employee's salary. The employer will deduct only Association dues, but not any initiation fees, special assessments, back dues, fines or similar items, from the employee's paycheck. Authorization for dues deduction must be submitted to the employer's Director of Finance no later than the 20th of the month for the first requested deduction.

24.6 Pursuant to a deduction authorization, the Director of Finance shall deduct one-twelfth of the total dues from the regular salary checks of the employee each month for twelve months, beginning in **September** and ending in **August** each year.

24.7 Dues deduction requests made after September shall be divided evenly among the remaining months of the employee's contract.

24.8 The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators, and the Administration against any claims, costs, suits, or other forms of liability arising out of the application of the provisions of the Agreement for dues deductions.

24.9 Employee dues authorization cards shall continue in effect from year to year unless revoked in writing by the member between **June 1 and September 1.**

24.10 The Director of Finance shall remit an automatic direct deposit of the deducted dues payments on the 27th of each month to the Center Education Association Checking Account.

24.11 Any Employee who has authorized payroll deductions under the terms of this Article and who resigns from the District will have the balance of his/her annual dues deducted by the Board from his/her last paycheck unless said Employee revokes his/her membership during the revocation period provided in this Article.

Reference Board Policy DKB
Contract Maintenance 2007, 2014 Revised 2022, 2025

ARTICLE 25

BUILDING LEADERSHIP TEAMS

The elementary and middle high school administrators will create Building Leadership Teams for the sole purpose of establishing academic goals and improvement processes in conjunction with the requirements of the Building Accreditation Process. These Building Leadership Teams should represent a good cross section of each building's staff population. An example of the composition of each team might be as follows:
Elementary:

-1 Pre-K through Grade 1 Teacher
-1 Grade 2-3 Teacher
-1 Grade 4-5 Teacher
-1 Specials Teacher I Paraprofessional
-Building Administrators

Middle/High:

-1 Language Arts Teacher I Math Teacher
-1 Science Teacher
-1Social Studies Teacher
-1 Elective Teacher
-1 Paraprofessional
- Building Administrators

Persons should be considered to serve on these committees based on their leadership qualities and influence among the building staff. No one will be required to participate if they choose not to do so.

Each committee will have at least one person serving who is a current member of the Center Education Association.

All leadership team nominees must be approved by the Superintendent by August 15 of each school year. Each BLT should meet at least once per quarter with a main responsibility being to plan the agenda for each in-district Professional Learning Community session and to plan for overall instructional improvement.

Minutes of all meetings will be distributed to all building staff **via email** within one week of each meeting.

Each spring, the Building Leadership Teams will follow this prescribed Improvement Cycle:
By spring break, of each school year, and by using School and District Performance Frameworks, each BLT will review their data, brainstorm areas of focus, and identify things we need to stop doing and report these items to the District Leadership Team. By mid-April the District Leadership Team will also look at SPF and DPF data, brainstorm areas of focus, and identify things the district needs to stop doing. At this time the District Leadership Team will assign the development of action plans to each Building Leadership Team around each targeted area, to be completed by the first of May.

The District Leadership Team will finalize the district improvement plan each year by the first of June and the superintendent will propose a budget aimed at achieving such targeted improvements.

Revised: 2014

ARTICLE 26

CONTRACT YEAR AND HOURS

26.1 In the event the Board of Education determines at any time to schedule school days on a shortened week basis, the actual number of days in the contract year shall be reduced proportionately for all purposes of this Agreement. When the **four** day week was adopted, the number of days in the contract year were reduced from **one hundred seventy-five to one hundred fifty seven** days**.** All other provisions of this Agreement shall be adjusted accordingly.

26.2 Teachers shall be compensated at their per diem rate for duties required before or after the contract work year as scheduled on the official school calendar.

26.3 The normal school day for licensed staff shall begin at **7:35am** and end at **4:10pm.** On Thursdays, the staff shall be allowed to leave at **4:00p.m.** The first day of service shall be at least one half work day for the staff. The last day of service shall be at least a half work day. There will be at least two teacher work days during the school year including those held on the first and last days of service. These work days can be offered in half day increments. The total number of contracted days with the District shall not exceed **one hundred fifty-seven days.** If the State of Colorado shall mandate that public schools be in session more than **one hundred fifty-seven days** and does not provide additional funds for teacher's salaries, the school district shall not be responsible for additional funds for the contract days. If additional funds are provided, the school district and the Association will negotiate pay schedules.

26.3.1 The calendar for the high school/middle school and the elementary school will be decided by a calendar committee. Opening and closing dates of the school year and major holidays shall be similar in both calendars. The calendars will be presented to the School Board for approval. The calendars, including but not limited to hours of classes, end of quarters, parent/teacher conferences and block schedules will be the decision of the Board of Education. High school/middle school teacher/pupil contact hours must be **at least one thousand eighty hours** or the current Colorado State Department of Education statutory requirement. Elementary school Teacher/pupil contact hours must be **at least nine hundred ninety hours** or the current Colorado State Department of Education statutory requirement.

26.3.2 No more than two regularly scheduled staff meetings may be held per month during the months of August through May with more allowed in case of emergency if approved by a majority of the licensed staff. Staff meetings may begin no earlier than 7:05 AM if held in the morning or end no later than 4:30 PM if held during the afternoon.

26.4 To the extent possible, all Teachers shall have a continuous uninterrupted duty free lunch period and assigned duties shall be distributed equally.

26.5 All Teachers at the secondary shall have a duty-free, continuous planning period of at least **one class period**. All teachers at the elementary level shall have a duty-free planning period of at least **forty-five** minutes on average per day on a regularly scheduled school day. If teachers are used as substitutes during their planning period they will be paid the daily substitute rate pro-rated for time covered on the current daily schedule.

26.6 The District, the Superintendent and the building Principals will make every effort to assign non-teaching duties in a reasonable and equitable manner to all employees.

26.7 This article, like all Articles in the Master Agreement, must be in compliance with the rules, regulations and statutes of the State of Colorado.

Revised: 1994, 1996, 1998, 2004, 2022, 2026
Contract Maintenance: 2007, 2014

ARTICLE 26 Appendix A
TRANSITIONAL RETIREMENT EMPLOYMENT

26A.1 Those officially retired, licensed Center teachers qualified as per the rules of the Public Employees Retirement Association (PERA) shall fall within all the guidelines, practices, salaries and benefits as other licensed teachers in the district.

26A.2 Transitional licensed teachers shall be awarded continued employment in the district with transitional status if the employee so desires and district staffing patterns permit.

26A.3 Transitional licensed teachers shall receive full salary and benefits (not including health insurance) according to their continued placement on the salary schedule. Such placement will reflect the step the employee retired upon or the next step in the schedule, if the employee was capable of vertical or horizontal movement within that schedule.

26A.4 The transitional licensed teacher will individually pay the district's PERA financial obligation as prescribed by law.

26A.5 Transitional licensed teachers shall be eligible for membership in the bargaining unit and shall possess all rights therein.

26A.6 Those teachers currently employed in the district and electing to continue their employment in the form of a Transitional contract year must notify the district no later than May 15th of their final active employment year. **See example*****

26A.7 Upon completion of transition year(s) each retired Employee shall receive 100% of the current daily licensed substitute's pay rate for retired teachers in good standing for each day of remaining accumulated leave. Payment for this shall be made at the time of the June payroll.

Example: ***I,_____ , formally announce my intent to retire from the Center Consolidated School District as of _____. Furthermore, I elect to maintain my employment as prescribed in Article 26, Appendix A of the Master Agreement for the upcoming school year;

_____.

Signed _____ ***Date*** _____

26.A.8 If a retired, licensed teacher is hired as a full-time employee, they will be given a contract with the intent to honor all years of educational teaching experience and accumulated educational college credits and/or degrees on the salary schedule.

Revised: 2022, 2025

ARTICLE 27

DAYS OF SERVICE

27.1 Days of service for all positions shall be established by the Superintendent with the approval of the Board of Education. The scheduled days of service may be modified or adjusted by the building Principal with the approval of the Superintendent, provided that no adjustment in the schedule shall affect holidays and vacation periods under this Agreement or extend the Teacher's contractual obligation.

Reference 2 9.1.

ARTICLE 28

HEALTH BENEFIT

28.1 The School District shall provide funding for affordable single health plan coverage to each certified employee during each full year of employment in an amount equal to 100% of the cost of this benefit.

28.2 All funds allocated for employee health plans will remain with the district should a certified employee waive their right to participate in the district provided plan.

28.3 Whenever the cost of a single health insurance benefit increases, the amount of this Health Benefit will increase proportionally for each qualifying employee.

Revised 2001, 2004, 2010, 2014, 2022

ARTICLE 29

SALARY SCHEDULE

29.1 Salaries shall be paid pursuant to the Appendix A salary schedule. A teacher's salary shall be adjusted by 1/157th of the scheduled salary for each day that a contractual term deviates from one hundred fifty seven days of service.

29.1.1 Payday will occur on the 27th of each month or should the 27th fall on a Saturday, it shall be on the 26th. Should the 27th fall on a Sunday, payday shall be the first business day following the 27th. If Thanksgiving falls on the 27th, payday shall be on the 26th.

29.2 Eligibility for experience increments (vertical steps) shall be as follows:

29.2.1 Initial placement on the salary schedule will be offered the maximum verified years (guaranteed up to 15) of teaching experience, college credits, and/or degrees to the extent that District financial resources allow.

29.2.2 Experience as a part-time employee shall be allowable as a fractional equivalent of full-time employment.

29.2.3 If an individual's total experience includes a fractional part, it shall be allowed as a full year of experience if equivalent to four and one-half months (90 days)

or more of service; less than four and one-half months (90 days) of service shall not be considered in the determination of experience increments.

29.3 Eligibility for Academic credit increments (horizontal steps) shall be determined as follows:

29.3.1 New Employees hired during the term of this Agreement shall be allowed academic credit increments on the basis of the highest college degree received and semester hours for which credit has been earned as pertains to his/her district assignment at the time the contract offer is issued by the District. Years of experience and credit earned prior to certification shall not be considered. Final placement on the salary schedule must be agreed upon between the Superintendent, Association president, and job candidate.

29.3.2 After being employed, employees shall receive academic training increments for advanced degrees or college hours as follows:

(A) The superintendent shall approve semester college hours for advancement on the salary schedule.

(B) All semester hours that are listed on a planned advance degree program shall be approved providing the program is related to the teacher's current assignment.

(C) All semester hours consistent with the teaching position; and/or area to which the teacher is currently assigned shall be approved.

(D) All semester hours toward an advanced degree which has received institutional approval and is consistent with the teaching position and/or area to which the teacher is currently assigned shall be approved.

(E) To ensure proper credit for college hours taken to advance on the salary schedule, teachers shall receive prior approval by the Superintendent or submit a written request for approval of these hours to the Superintendent within five days of course completion. Requests shall be made on a form provided by the Superintendent's office to the teacher.

(F) Official transcripts of credits must be filed with the Superintendent's office prior to **September 15** of each year if a salary reclassification is requested. A new contract will be issued.

(G) College credits shall be based on semester hours; quarter hour credits shall be multiplied by two thirds to determine the allowable credits.

29.4 The Teacher's salary schedule currently in effect (Appendix A) to this Article will be negotiated on an annual basis. Educational lanes and annual experience steps will be implemented on September 15 of every year.

29.5 Every year, there will be an increase of one step down, to the salary schedule up to five years.

Revised: **1996, 1997, 1998, 2007, 2011, 2022**
Contract Maintenance 2007, 2014, 2017, 2022, 2025
Reference to Article 29.3.2 F

SALARY SCHEDULE

Appendix A

	[BA]	[BA+12]	[BA+24]	[BA+36]	[MA]	[MA+12]	[MA+24]	[MA+36]	[2MA/PHD]
1	$46,013	$47,013	$48,013	$49,013	$51,013	$52,013	$53,013	$54,013	$56,013
2	$47,013	$48,013	$49,013	$50,013	$52,013	$53,013	$54,013	$55,013	$57,013
3	$48,013	$49,013	$50,013	$51,013	$53,013	$54,013	$55,013	$56,013	$58,013
4	$49,013	$50,013	$51,013	$52,013	$54,013	$55,013	$56,013	$57,013	$59,013
5	$50,013	$51,013	$52,013	$53,013	$55,013	$56,013	$57,013	$58,013	$60,013
6	$51,013	$52,013	$53,013	$54,013	$56,013	$57,013	$58,013	$59,013	$61,013
7	$52,013	$53,013	$54,013	$55,013	$57,013	$58,013	$59,013	$60,013	$62,013
8	$53,013	$54,013	$55,013	$56,013	$58,013	$59,013	$60,013	$61,013	$63,013
9	$54,013	$55,013	$56,013	$57,013	$59,013	$60,013	$61,013	$62,013	$64,013
10	$55,013	$56,013	$57,013	$58,013	$60,013	$61,013	$62,013	$63,013	$65,013
11		$57,013	$58,013	$59,013	$61,013	$62,013	$63,013	$64,013	$66,013
12			$59,013	$60,013	$62,013	$63,013	$64,013	$65,013	$67,013
13			$60,013	$61,013	$63,013	$64,013	$65,013	$66,013	$68,013
14				$62,013	$64,013	$65,013	$66,013	$67,013	$69,013
15				$63,013	$65,013	$66,013	$67,013	$68,013	$70,013
16					$66,013	$67,013	$68,013	$69,013	$71,013
17					$67,013	$68,013	$69,013	$70,013	$72,013
18					$68,013	$69,013	$70,013	$71,013	$73,013
19						$70,013	$71,013	$72,013	$74,013
20						$71,013	$72,013	$73,013	$75,013
21							$73,013	$74,013	$76,013
22							$74,013	$75,013	$77,013
23							$75,013	$76,013	$78,013
24							$76,013	$77,013	$79,013
25							$77,013	$78,013	$80,013
26							$78,013	$79,013	$81,013
27								$80,013	$81,983
28									$82,983

Base Rate for Coaching/Clubs: $35,604

ARTICLE 29

Appendix B

Pay for extra duty shall be in accordance with the above schedule. For a sponsor to be eligible for payment, the above requirements must be met each school year. Payment for all organization sponsorships will be reflected in the May salary. **It is required that Board presentations be completed by the final April BOE meeting.**

29.1.B Extra pay for extra duties shall be paid by the Board in accordance with this extra pay schedule. This extra pay schedule has been established by the Board of Education and can only be changed by the Board.

X Live Streaming Events **3.0%**

Coordinator for CTE Production **6.0%**

X Marching Band **4.0%**

The following activities are required for payment: Marching Band Competitions, Parade participation, Half-time shows and Pep Band.

Coach (total funds include Head and all Assistants, if any)

X Pep Band

X Guidance, HS **1/9 salary**
Shall be paid to the MS and HS Counselors for working two weeks at the beginning of the School Year and two weeks at the end of the School Year.

X Guidance, Elementary **1/18 salary**
Shall be paid to the Elementary Counselor for working one week at the Beginning of the School Year and for one week at the end of the School Year.

X Library **10/157 salary**
Shall be paid for working two weeks in the Library during the summer.

X Payment will be made on completion of assignment on the next regular payday

X Viking Honor Choir **Stipend $2500**

Revised: 2026

ARTICLE 29

APPENDIX C

For a sponsor to be eligible for payment, the following requirements must be met each school year:

All organizations approved at 1.0% to include: Key club, High School National Honor Society, Middle School National Honor Society, Elementary National Honor Society, Middle School Annual Sponsor, Class Sponsors for Grades 6 and 7, or any other 1% club approved by the BOE.

1. At least one presentation/report at a regularly scheduled Board meeting
2. Evidence of at least four meetings by submitting minutes or a roll sheet to the supervising administrator.
3. Evidence of one fundraiser.
4. Consists of 25-50 hours contact time outside of contract time

All organizations approved at 1.5% to include: High School Annual Sponsor, High School/Middle School Student Council, Middle School Knowledge Bowl, Class Sponsors for Grades 8 and 9

1. At least one presentation/report at a regularly scheduled Board meeting.
2. Evidence of at least six meetings by submitting minutes or a roll sheet to the supervising administrator.
3. Evidence of one fundraiser.
4. Consists of 51-75 hours contact time outside of contract time.
5. 9th Grade Concessions.

All organizations approved at 2.0%:HS Knowledge Bowl, Science Fair Coordinator, 10 th Grade Class Sponsor, 12 th Grade Class Sponsor

1. At least one presentation/report at a regularly scheduled Board meeting.
2. Evidence of at least six meetings by submitting minutes or a roll sheet to the supervising administrator.
3. Consists of 76-99 contact time outside of contract time.
4. 10th Grade Concessions.
5. Graduation.

All organizations approved at 2.5%: 11th Grade Class Sponsors

1. At least one presentation/report at a regularly scheduled Board meeting.

2. Evidence of at least six meetings by submitting minutes or a roll sheet to the supervising administrator.
3. Consists of over 100 hours of contact time outside of contract time.
4. 11th Grade Concessions.
5. Prom.

Memorandum of Understanding

Any club that has not been active for two years may be omitted by the Center Education Association President from Master Contract without presenting to entire Association for ratification. Any new club that has been approved by the building principal for inclusion into the Master Contract, may be added by the Center Education Association President without presenting to entire Association for ratification.

Revised:2015,2016,2018,2022

ARTICLE 30

HIRING COMMITTEE

30.1 For the purpose of adding continuity to the school district, a committee will be formed for the purpose of recommending candidates to the School Board each time a certificated position becomes available. This committee will be put together by the appropriate administrator and will consist of, but not be limited to, the following:

(A) Administrator from the building affected.
(B) Teachers, preferably one being a CEA member, and both being in the same grade and/or subject and/or building as the open position.
(C) Parents.

For summer vacancies, an initial list of at least seven teachers interested in being involved in the interview process will be agreed upon by the CEA and Administration by **May 5th**. The appropriate administrator will contact teachers on this list in order to form an interviewing committee, if teachers in the grade/subject area are not available.

30.2 This committee will be used to interview applicants applying for licensed positions that become open in the district.

30.3 Records submitted to the District by applicants for professional staff positions shall remain confidential until the applicant becomes a finalist for the position if so requested in writing by the applicant when submitting the records.

When an applicant becomes a finalist, all records submitted by the applicant shall be available for public inspection except that letters of reference, medical, psychological and sociological data shall remain confidential.

An applicant shall become a finalist when he/she is chosen for an interview, or, when he/she is still being considered for the position twenty-one (21) days prior to the board's selection of a person to fill the position, whichever comes first. However, if there are six or fewer applicants competing for the position, all shall be considered finalists.

30.4 The hiring committee for coaches and athletic positions will consist of the Athletic Director, parents, one current head coach and a non-coaching staff person.

Revised 1995, 1999, 2022

ARTICLE 31

COACHING PERSONNEL

Philosophy Statement

We believe it is in the best interest of our students and programs to give prime consideration to staff members when head and assistant coaching positions are being filled.

31.1 Coaching personnel, in accordance with the Colorado High School Activities Association (hereafter referred to as CHSAA) who assume full responsibility for students under their direction for supervision and instruction shall be either:

(A) A licensed teacher holding a current certificate or license by the Colorado Department of Education; or

(B) A coach registered with CHSAA.

31.2 Coaching personnel, both the head coach in a sport and a minimum of one of the assistant coaches, will be certified coaches in accordance with CHSAA. Each additional assistant coach, although recommended to be a registered certified coach, would be prohibited from direct supervision and instruction unless certified.

31.2.1 All coaching personnel shall receive a job description upon assignment and will be evaluated per assignment each school year.

32.2.2 The evaluation will clearly state whether the coach will be recommended for renewal in their position, or the position will be opened and the coach is welcome to re-apply, or the coach will not be recommended for the position in the following year.

31.3 All interested staff members will be considered as assistant coaches. Assistant coaches will be recommended by the head coach and approved by the Board as soon as possible for each sport. Additional assistant coaches may be hired when the participants exceed 17 at the time of the first scheduled contest, with one as needed coach hired for every 10 additional participants thereafter **when verified by the Athletic Director.** At the high school level, the 4th coach hired into a program will be deemed a "Special Assistant" to be paid at the rate defined in Article 31, appendix D. Up to 2 managers may be figured into the total count of participants in a program for each sport**.**

31.3.1 Participation levels for each sport will be re-evaluated and verified by the Athletic Director at the mid-way point of each season and should the program show that there are not enough participants to justify the continued employment of additional coaches, those coaches will be released from employment and paid ½ of their coaching salary for services rendered. *The mid-way point is defined as the half way point between the first practice allowed according to CHSAA rules and the day of the last scheduled competition.*

31.4 Each High School sport will have a head coach and a number of assistants pursuant to **Section 32.4** and **Appendix C of this Article.** Middle School coaches will follow the philosophy used by the High School head Coach of the same sport. Middle School should consist of a Main Coach with one or more assistants at each grade level as deemed appropriate pursuant to **Section 32, 4 and Appendix C of this Article.**

Revised 2003, 2022

Article 31
Appendix

Payment will be prepared during the payroll period immediately prior to the end of the season and distributed upon completion of the assignment. If the coaches team progresses in postseason play, additional payment as required in this article will be made during the following payroll period. In order to receive payment varsity and middle school main coaches must have a completed inventory and all activity accounts related to the sport must be balanced**.**

High School	**Middle School**
Football	
Head Coach	Main Coach
2 Assistants	Assistant
+ Special Assistants	+as needed
Volleyball	
Head Coach	Main Coach
1 Assistant	Assistant
+as needed	+as needed
Boys/Girls Basketball	
Head Coach	Main Coach
1 Assistant	Assistant
+as needed	+as needed
Wrestling	
Head Coach	Main Coach
1 Assistant	+as needed
+as needed	
Track	
Head Coach	Main Coach
1 Assistant	+as needed
+as needed	
Cross Country	
Head Coach	+as needed
1 Assistant	
+as needed	

Baseball

Head Coach
1 Assistant
+as needed

Main Coach
+as needed

Boys/Girls Soccer

Head Coach
1 Assistant
+as needed

ARTICLE 31
Appendix D
Coaching Salary Schedule

# of weeks	Steps 1-3		Steps 4-6		Steps 7-9		Steps 10-12		Steps 13-15		Steps 16-18	
MS-Assist	3.8%	$1,352	4.0%	$1,424	4.2%	$1,495	4.4%	$1,566	4.6%	$1,637	4.8%	$1,708
MS-Head	4.0%	$1,424	4.2%	$1,495	4.4%	$1,566	4.6%	$1,637	4.8%	$1,708	5.0%	$1,780
HS-Assist	5.5%	$1,958	6.0%	$2,136	6.5%	$2,314	7.0%	$2,492	7.5%	$2,670	8.0%	$2,848
Head 7-9	8.5%	$3,026	9.0%	$3,204	9.5%	$3,382	10.0%	$3,560	10.5%	$3,738	11.5%	$4,094
Head 10-12	9.0%	$3,204	9.5%	$3,382	10.0%	$3,560	10.5%	$3,738	11.0%	$3,916	12.0%	$4,272
Head 13-15	9.5%	$3,382	10.0%	$3,560	10.5%	$3,738	11.0%	$3,916	11.5%	$4,094	12.5%	$4,450

Volleyball 9 Weeks
Cross Country 9 Weeks
Football 10 Weeks
Basketball 15 Weeks
Wrestling 12 Weeks
Track 11 Weeks
Baseball 10 Weeks
Girls Soccer 10 Weeks
Boys Soccer 9 Weeks

Special Assistant Coach Salary Schedule for HS Sports

Paid at Assistant Coach salary, prorated at number of days worked during season. *If at anytime an assistant coach becomes the head coach for the same sport, for every 3 years as an assistant coach they will receive 1 year of experience as a head coach. (Example: Coach A is an assistant for HS Baseball for 12 years. Year 13 he becomes head coach he will receive 4 years experience on this schedule in that sport. **A coach can acquire no more than 1 year experience per academic year served in a sport. ***All Coaches currently coaching at the end of the 2005-06 school year will be grandfathered in to the level of pay they were receiving at that time. They will move on the salary schedule once they achieve the total number of years experience applicable to moving. Coaching Salaries will be a percentage based upon the current salary

schedule at the BA step 1 position. Payment will be made upon completion of assignment on the next regular payday.

Incentive Pay for Playoff Experience

Head Coach Incentive Pay By Sport					Assistant Coach Incentive Pay By Sport				
Football	I" round	Quarterfinals	Semifinals	Finals	Football	1st round	Quarterfinals	Semifinals	Finals
	$100	$100	$100	$100		$75	$75	$75	$75
Volleyball	Regional	State			Volleyball	Regional	State		
	$100	$100				$75	$75		
Soccer	Quarterfinals	Semifinals			Soccer	Quarterfinals	Semifinals		
	$100	$100				$75			
C Country	State Meet				C Country	State Meet	$75		
	$100					$75			
Basketball	Regional	State			Basketball	Regional	State		
	$100	$100				$75	$75		
Wrestling	State Meet				Wrestling	State Meet			
	$100					$75			
Track	State Meet				Track	State Meet			
	$100					$75			
Baseball	Interdivisional	Regional	State		Baseball	Interdivisional	Regional	State	
	$100	$100	$100			$75	$75	$75	

If any sport makes it into the playoffs listed above, each coach will receive the above approved dollar amount for each additional week that their sport is in the playoffs. (For example: If football makes it into the 1st round and the quarterfinals, the head coach would receive $200 extra and each assistant would receive $150 extra.

Revised: 2022

ARTICLE 32

TECHNOLOGY

32.1 The Board and the Association recognize the importance of technology in the instructional process to foster student achievement.

32.2 The Board and Association agree that access to, or downloading of, personal information files on classroom/personal computers, word processors or other electronic equipment may only be with full knowledge of the Employee. **Each** Employee will be made aware of this provision and be provided with the means to protect personal files.

32.3 The Network Administrator will maintain a file of all licenses or software programs loaded onto any portions of the school district Local Area Network. Any programs which have been loaded onto, or running on, the network without the proper license will be deleted by the network administrator. The staff member responsible will be subject to disciplinary action which may include oral or written reprimand or suspension as provided by Colorado statue. The staff member may also be subject to copyright laws.

32.4 School personnel have the right to use the school's E-mail system with strict confidentiality and without fear of retaliation, harassment or censorship, within the limitations of Colorado Statutes. The school's e-mail system should be considered an extension of our professional ethics.

Students

32.5 Any use of technology outside regular school hours will be at the teacher's discretion.

32.6 Confidential student information may only be accessed by authorized personnel.

Training

32.7 Training will be with sufficient notice, of ten working days, (extenuating circumstances excluded) for training and/or implementation of new technology which will be provided by the district.

ARTICLE 33

COMPLIANCE CLAUSES AND DURATION

33.1 Individual Contracts. Any individual contract of employment between the employer and an employee covered by this agreement shall not be inconsistent with the terms of this agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement during its duration shall control.

33.2 Printing Agreement. This agreement shall be posted on the Center Schools Web Site within 30 days after both parties have ratified the Agreement.

33.3 Notices. Whenever any notice is required to be given to either the Employer or the Association under this Agreement, either party may do so by electronic mail or letter at the following designated addresses:

33.3.1 If by the Association, to the current Board President.

33.3.2 If by the Board, to the current Association President.

33.4 Complete Agreement. This Agreement constitutes the entire Agreement between both parties, and concludes collective bargaining for its term except as reopening is allowed in Article 3. The negotiated understanding and agreements arrived at by the parties are set forth in this Agreement.

33.5 Duration. Except as otherwise provided herein, this Agreement shall be effective from **May 21, 2025** and shall expire **June 30, 2030** except when no new agreement has been reached, at which time the current contract will automatically remain in force until a new agreement is reached.

This Agreement is signed this **21st** day of **May, 2025**.

Center Education Association

Jan Vigil, CEA President

Susan Banning, Chief Negotiator

Center Consolidated School Dist. #26 Jt.

Kimberlee Duran, Board President

Carrie Zimmerman, Superintendent