MASTER AGREEMENT

between

GUNNISON WATERSHED SCHOOL DISTRICT RE1J

and

GUNNISON COUNTY EDUCATION ASSOCIATION

2009-10 School year

Gunnison Watershed School District RE1J
2009-10

GCEA OFFICERS

Brian Ash - President

Jeanene Nelson – Vice President

Gina Pollard – Secretary

Angie Hart - Treasurer

Candi Borah – Past President

BOARD OF EDUCATION

MJ Vosburg – President

Terri Wenzlaff – Vice President

Bill Powell -Treasurer

Jim Perkins-Secretary

Anne Hausler-Director

NEGOTIATIONS TEAM

GUNNISON CTY EDUCATION ASSOC.
Brian Ash
Candi Borah
Liz Hicks
Molly Illum
Kriste Lyon
Greg McGuade – UniServ Director

BOARD OF EDUCATION
Jon Nelson
Anne Hausler
Bill Powell
Stephanie Juneau

GCEA Representative_____

Board of Education Representative_____

Date:

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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF GUNNISON WATERSHED SCHOOL DISTRICT RE1J IN GUNNISON COUNTY, STATE OF COLORADO, ON BEHALF OF SAID SCHOOL DISTRICT AND THE GUNNISON COUNTY EDUCATION ASSOCIATION, A COLORADO CORPORATION NOT FOR PROFIT, ON BEHALF OF ITSELF AND THE TEACHERS OF SAID SCHOOL DISTRICT ON THIS FIRST DAY OF JULY, 1993:

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing a high quality education for the students of the Gunnison Watershed School District RE1J is the mutual aim of the parties, that high quality and morale of the teaching staff is necessary for the best education of students, and

WHEREAS this Agreement shall be governed and construed according to the constitution and laws of the State of Colorado, and

WHEREAS both teachers and the Board share the responsibility for providing the highest possible quality for the pupils of the School District and both parties recognize that teachers have the major role and responsibility in direct contact with students, that teaching is a profession requiring specialized educational qualifications, and the success of the educational program depends upon the dedicated services provided by well-qualified teachers, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulation policies and programs designed to improve the quality of education and professional standards within their profession, and

WHEREAS attainment of the objectives of the educational program conducted in the district require mutual understanding and cooperation between the Board, the superintendent, administrative staff, and teachers and further, that such understanding and cooperation are fostered through good faith negotiations between the Board and the Association with the free and open exchange of views, and

WHEREAS the Board and the Association further recognize:

a. that the School Board is the duly elected body of the District and that it has powers and responsibilities conferred upon it by the Constitution and the laws of the State of Colorado.

b. the Superintendent is the chief executive officer of the Board and is responsible for implementing such policies as it may authorize.

WHEREAS the parties have reached certain understanding, which they desire to confirm in this agreement, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

1-1 The term TEACHER as used in this Agreement refers to all licensed teachers under contract with the District, but excluding all administrators, classified employees, teacher aides, substitute teachers, and those part time teachers employed on a less than one-half time basis.

1-2 NEGOTIATING UNIT shall mean all teachers as defined in 1-1.

1-3 The term BOARD as used in this Agreement shall mean the Board of Education of the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado.

1-4 The term ASSOCIATION as used in this Agreement shall mean the Gunnison County Education Association.

1-5 The terms SCHOOL DISTRICT and DISTRICT as used in this Agreement shall be interchangeable and shall mean the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado.

1-6 The term SCHOOL YEAR as used in this Agreement shall mean the period of time from the opening of the schools in the District, usually in August, through the closing of school in the spring, usually in June, as shown in the officially adopted school calendar, except when the term SCHOOL YEAR is otherwise defined in this Agreement.

1-7 The term PARTY or PARTIES as used in this Agreement shall mean the Board of Education of the Gunnison Watershed School District RE1J, of Gunnison County, State of Colorado, or its representatives acting in its behalf, and the Gunnison County Education Association or its representatives acting in its behalf.

1-8 The term SCHOOL shall include any work location in the School District.

1-9 The term PRINCIPAL as used in this Agreement shall mean any person who is designated by the Board of Education as being a building administrator, part time or full time, or the administrator, part time or full time of any work location in the School District.

1-10 Wherever the term ASSOCIATION is used, it is understood that the President of the Association, or his designee, if said designee is identified prior to any action taken on his part, acts for the Association.

1-11 The term ASSOCIATION GRIEVANCE REPRESENTATIVE shall mean any member of the Association, appointed by the Association to represent any teacher in a specific grievance proceeding as provided in Article Five of this Agreement.

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1-12 The term SCHOOL DAY shall mean that period of time when a teacher may be required by the terms of this Agreement to be present at a given building of location. SCHOOL DAY and WORK DAY shall be used interchangeably.

1-13 The term SUPERINTENDENT shall mean the Superintendent of Schools of the Gunnison Watershed School District RE1J, Gunnison County, State of Colorado, or his/her personal designee.

1-14 The term DAYS shall mean calendar days unless otherwise identified.

1-15 The term PROBATIONARY TEACHER shall mean a teacher who has not achieved non-probationary status under the provision of the statutes of the State of Colorado.

1-16 The term ADDITIONAL COMPENSATION shall refer to all remunerations paid a teacher in addition to regular contract salary for extra work performed for the District.

1-17 The term CENTRAL PERSONNEL FILE as used herein shall mean that file containing all written personnel information relevant to an individual teacher which is positive in nature, or which may be used as a basis for non-renewal, disciplinary or dismissal proceedings.

1-18 The term YEARS OF SERVICE IN THE DISTRICT shall mean a teacher (as defined in Article 1-1) who has had continuous employment within the District. District approved leaves (as defined in Article 31 and 32) shall not constitute a break in employment.

1-19 TRANSITIONAL EMPLOYMENT-A. The term transitional employment A shall refer to those licensed teachers who have 15 continuous years in the district and 20 years of service in PERA (Colorado Public Retirement Association) and is referred as “the district retirement plan”. (2006) (Article 33 B)

1-20 TRANSITIONAL EMPLOYMENT-B. The term transitional employment B shall refer to those licensed teachers who are officially retired from RE1J under the rules of the Colorado Public Employees Retirement Association (PERA) and continue employment for a transitional year following retirement. (2006) (Article 39)

1-21 An academic increment shall be defined as 10 graduate level credits.

ARTICE TWO

GENERAL TERMS

2-1 The Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership in any teacher organization.

2-2 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and shall represent equally all teachers without regard to membership in any teacher organization so long as a teacher shall meet the qualification for membership set forth in the Association's By-Laws.

2-3 The Board will provide the Association with an advance copy of the agenda for each official board meeting. In case of a special meeting, notification shall be made as far in advance as possible to the Association.

2-4 The Superintendent shall make available, upon request of the Association, a copy of any materials open to public inspection. The Superintendent shall assemble the requested information within five (5) school days after the receipt of the request.

2-5 Both parties agree that the Association or Board's views relating to the employer and/or view relating to teacher/administrator/board relationships shall not be discussed with or in the presence of student in school.

2-6 This Agreement shall be binding upon the parties.

2-7 If any provision of, or application of this Agreement is found to be contrary to law, the remaining terms and provisions shall remain in full force and effect for the duration of this Agreement.

2-8 It is further understood by both parties that in addition the Gunnison Watershed School District Board of Education will adopt this Agreement as school board policy.

2-9 Any individual contract between the Board and any individual teacher heretofore or hereafter executed shall be subject to the terms and provisions of this Agreement.

2-10 Nothing contained herein shall be construed to restrict or to deny any of the parties hereto or to any individual teacher any rights they may have under law.

2-11 Nothing contained herein shall be construed to guarantee to any teacher the right to automatic renewal of contract or continuation of employment except as specifically provided in the statues of the State of Colorado.

ARTICLE THREE

RECOGNITION

3-1 Exclusive recognition of the Association shall continue until the expiration or termination of this Agreement, provided however, that any group of teachers may at any time submit to the Board of Education, a petition containing the signatures of not less than thirty percent (30%) of the members of the bargaining unit requesting that an election be held to determine if the Association shall continue as the exclusive representative of the bargaining unit.

3-2 If fifty-one percent (51%) or more of the teachers voting at said election indicate their desire to terminate the Association's representative, this Agreement shall be null, void, and of no effect. An election judge of Gunnison County and the cost of said election shall conduct these elections and the Association, the Board of Education, and the petitioning teachers shall split fees of such judge equally.

3-3 The Association shall have the right to participate in orientation activities and meetings for new teachers and general staff meetings as long as it does not conflict with District activities.

3-4 Names and addresses of all teachers shall be provided to the Association as early as practicable following Board approval of their contracts. Along with their employment contract, the Board shall provide all teachers with a copy of this Agreement.

3-5 The parties agree that the duties and responsibilities of the individuals and classifications as teachers within the Association's negotiation unit are a condition of employment.

3-6 The third Thursday of each month shall be reserved for GCEA meetings. No committee meetings or teacher meetings will be scheduled after the regular school day on the Thursday of GCEA meetings.

ARTICLE FOUR

NEGOTIATIONS SCHEDULE AND PROCEDURES

4-1 Upon the request of either the Board or the Association, the parties may renegotiate changes in salaries, insurance contributions and stipends for the calendar year 1988 and for each even numbered year thereafter (even numbered fiscal years beginning 7/1/92) during the existence of this Agreement. The first meeting of the negotiation team shall take place not later than fifteen (15) days following the initial request for negotiations and shall commence not earlier than March 5 and not later than March 31 in the year prior to the period for which changes are sought. Not less than five (5) days prior to the date of the first meeting, each party shall certify to the other the names of their negotiation team members including the names of any outside consultants.

4-2 The negotiated changes for the year 1989 and for each odd numbered year thereafter (odd numbered fiscal years beginning with 7/1/92) during the existence of this Agreement shall be limited to salaries, insurance contribution, stipends and any changes proposed by each party in not more than three (3) existing articles of the existing agreement, except when mutually agreed upon by both parties. These changes may be proposed by way of addition, deletion, or modification.

4-2-1 If no agreement has been reached as to the issues presented by May 15 of the year in which negotiations commence, the negotiations shall be deemed at impasse and the parties will proceed immediately to mediation on the basis of each party's original proposal and any other written proposals presented at the time of impasse. Impasse may be delayed by mutual agreement of the parties to allow further negotiation.

4-2-2 Until such time as the parties have reached agreement as to all outstanding issues the terms and provisions of this Agreement shall remain in full force and effect.

4-3 During all negotiations public statements or releases related thereto shall be made only as agreed upon jointly. A joint statement announcing the beginning of negotiations shall be developed and sent to all local media. This will identify the official spokesperson for each team and emphasize the procedures for future news releases. There shall be no restriction, however, upon either party to communicate to unauthorized dissemination of information concerning its negotiation position or conduct in negotiations.

4-4 When both parties desire that negotiations be scheduled during the school day and is so authorized by the Superintendent, the negotiators shall be released from their regular duties without loss of pay.

4-5 Either party may utilize the services of outside consultants and call upon professional and lay representatives to assist in negotiations. Outside consultants who are utilized in the process of negotiations do so at the total expense of the party responsible for their presence.

4-6 In the event of unilateral dissemination of information in violation of the provisions of Article 4-3 above, negotiations may be open to the public at the option of the non-breaching party. Otherwise, negotiations shall be conducted in closed session unless both parties agree otherwise.

4-7 During negotiations, the Board and the Association, through their representatives, shall present relative data, exchange points of view, and make proposals and counter-proposals.

4-8 Both parties agree to negotiate in good faith.

4-9 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party. The date, hour and location of each meeting after the first meeting shall be established at the previous meeting. If the mutually agreed upon time is during the course of a school day, the members of the teams shall be released from school duties without loss of pay to attend such meetings.

4-10 Each party shall make every reasonable effort to submit counter-proposals or in lieu thereof to offer suggestions whereby the needs of both parties may be met through an avenue other than through the one in the original proposal. When either party declares that it is unwilling to compromise further on a specific proposal and unable to suggest other avenues towards agreement, the party so stating shall indicate their final position on the specific proposal.

4-11 Upon request of either party, the other will make available for inspection and copying its records and data pertinent to the negotiations and not privileged by law. These items shall be made available within a reasonable period of time following the request.

4-12 Adopting Agreements

Tentative agreements reached by the negotiating teams will be reduced to writing. Final agreement on any matter by the Board of Education will be considered only when all tentative agreements reached by its negotiating team have been discussed and acknowledged at a public meeting.

4-12-1 Tentative agreement on matters agreed upon shall be presented to the Board of Education and the Association within ten (10) school days after tentative agreement have been reached on all matters. The Association shall have ten (10) days from the date that the tentative agreement is presented to the membership to ratify or reject the agreement by a vote of the negotiating unit. The Board shall have five (5) school days following the negotiating unit's action to adopt or reject the Agreement. After ratification by both parties, the Board and the Association will sign the Agreement.

4-12-2 The Board agrees to assume the responsibility of having this Agreement printed. The Association agrees to share equally in the cost of the low bid for printing 150 copies. The Association may notify the Board if additional copies are desired for its use and shall be allowed to purchase such additional copies at the District's cost.

4-13 Mediation

4-13-1 If the negotiations described above have reached an impasse, the issues and disputes shall be submitted to mediation for the purpose of inducing the Board and the Association, through their representatives, to make a voluntary agreement. An impasse shall not be declared by either party prior to April 1. The mediator shall be selected by mutual agreement. If the parties are unable to agree upon a mediator within five (5) days from the date of impasse is declared, the following procedure shall be used:

4-13-1-1 The American Arbitration Association shall be requested to submit simultaneously to each party an identical list of seven persons skilled in mediation of educational matters. Each party has seven (7) days from postmarked date in which to strike any names to which it objects, number the remaining names in ranked order of its preference, and to return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.

4-13-1-2 From among the persons who have been approved on both lists and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of the mediator.

4-13-1-3 If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if any person for any other reason cannot be appointed from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

4-14 Conducting Mediation

4-14-1 The format, dates, times and procedures of meetings will be arranged by the mediator. Mediation sessions will be conducted in closed session.

4-14-2 The mediator will meet with the Board and the Association, through their representatives, either separately or together.

4-14-3 If mediation fails in whole or in part, the mediator shall report the issues, which remain in dispute to the respective parties and make recommendations concerning the resolution of said issues.

4-14-4 Within fifteen (15) days of the receipt of the mediator's report and recommendation, the parties shall meet to discuss the report. At that time the parties may either accept the recommendations of the mediator or may schedule further negotiations based upon the recommendations contained in the report. While the parties are in negotiation or discussion, they shall abide by the provisions of paragraph 4-3 of this Agreement.

4-14-5 The mediator shall have no power or authority to make recommendations, which require the commission of an act prohibited by law. Only those items of disagreement within the original scope of the negotiations will be subject to consideration. The mediator shall not have power that will bind either party.

4-14-6 In the event that mediation fails in whole or in part, both parties may agree to reopen negotiations upon such terms and conditions as are mutually agreeable.

4-14-7 The cost of the services of the mediator including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

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ARTICLE FIVE

GRIEVANCE PROCEDURE

5-1 GENERAL

5-1-1 Grievance shall mean a complaint by a teacher or group of teachers in the negotiating unit of unprofessional treatment without just cause of that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement or any policy concerning the terms or conditions of employment. The term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law or (2) the Board is without authority to act.

5-1-2 An aggrieved person is a member of the Association’s negotiating unit assessing a grievance.

5-1-3 A party in interest is an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

5-1-4 All grievances shall be presented in writing at the appropriate level.

5-1-5 The aggrieved person may consult with or obtain the assistance of the Association in the preparation of the grievance at any level.

5-1-6 The proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

5-1-7 One or more teachers may file a joint grievance arising out of similar circumstances. Where more than one grievance is filed and all grievances arise out of similar circumstances, the Superintendent may upon the written request of the principal or teachers involved, consolidate the grievances for hearing and disposition. All parties shall be notified of the Superintendent’s decision within five (5) days of the written request for consolidation.

5-1-8 When grievances are consolidated or filed jointly, LEVEL ONE of this procedure shall be bypassed and such grievances shall commence at LEVEL TWO.

5-1-9 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be resolved at LEVEL THREE prior to the end of the school year, the time limits set forth therein will be reduced so that the grievance may be concluded prior to the end of the school year or as soon thereafter as practicable.

5-1-10 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of both parties. If a grievance is filed which might not be finally resolved at LEVEL THREE under the time limits set forth herein prior to the end of the school year and which if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance may be concluded prior to the end of the school year or as soon thereafter as it is practicable.

5-1-11 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within fifteen (15) school days after the aggrieved person knew or should have known, of the act or condition on which the grievance is based.

5-2 LEVEL ONE

5-2-1 A grievance presented at this level shall be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved person may discuss the matter personally. The principal or immediate supervisor shall write and sign the decision on the grievance at LEVEL ONE.

5-2-2 The Association shall be given a copy of the grievance and a decision thereon within three (3) school days of its filing and entry.

5-2-3 The aggrieved person shall receive a copy of the decision at LEVEL ONE immediately and acknowledge the receipt thereof on the original.

5-3 LEVEL TWO

5-3-1 If the aggrieved person has elected to bypass LEVEL ONE or is not satisfied with the disposition of the grievance at that level, or if no decision has been made within ten (10) days after presentation of the grievance, the grievance may be filed with the Superintendent. Grievances originally filed at LEVEL ONE, shall be filed at LEVEL TWO within five (5) school days of the principal's decision or within fifteen (15) school days of its presentation at LEVEL ONE, whichever is sooner.

5-3-2 The Superintendent and/or his/her designee will represent the administration at LEVEL TWO. The Superintendent and/or his/her designee will meet with the aggrieved person and the Association's grievance representative in an effort to resolve the grievance. Such meetings will take place within five (5) school days after receipt of the written grievance by the Superintendent.

5-3-3 In the event that the Association was not requested to participate in the preparation of the LEVEL TWO grievance, it shall receive a copy thereof

within three (3) school days of its filing.

5-3-4 Decisions rendered at LEVEL TWO of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the Board of Education, all parties in interest and the Association.

5-4 LEVEL THREE

5-4-1 If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL TWO or if the decision has not been rendered within ten (10) school days after the Superintendent has heard the grievance, the grievance may be filed with the Association within five (5) school days after the grievance decision has been rendered at LEVEL TWO or within fifteen (15) school days after the grievance was presented at LEVEL TWO, whichever is sooner. If the Association deems the grievance meritorious, it may proceed to arbitration within fifteen (15) school days after receipt of the grievance.

5-4-2 In the event the parties are unable to agree upon an arbitrator, he/she shall be selected in the manner provided in Article Four for selecting a mediator.

5-4-3 The arbitrator will have the authority to hold hearings and make procedural rules. He/She will issue a report within fifteen (15) calendar days after the date of the close of the hearings, or if oral hearings have been waived, then from the date final statements and evidence are submitted to him.

5-4-4 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.

5-4-5 The arbitrator's report shall be submitted in writing to the Board and the Association only, and shall set forth his findings of fact, reasoning, conclusions, and awards on the issues submitted. The arbitrator's award shall be consistent with law and with the terms of this Agreement. His/Her report shall be advisory only and not binding on either party.

5-4-6 The Board shall take official action on the report and the exhibits of the arbitrator within fifteen (15) days following the receipt of the report.

5-4-7 Cost of the services of the arbitrator, including per diem expenses, actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

5-4-8 Both parties may mutually agree to have a tape recording or stenographic transcript of the testimony at the hearings and will equally share the cost.

5-4-9 Any party in interest may be represented at LEVEL THREE of the grievance procedure by a person or persons of his/her own choosing.

Representation, Reprisal and Limitations:

5-5 There will be no reprisals against any teacher, grievance representative, or any participant in a grievance as a result of their involvement in a grievance.

5-6 A grievance may be filed during the summer vacation when necessary. When this occurs, the days listed as school days in the procedure shall be interpreted as week days excluding Saturday, Sunday and holidays.

5-7 All grievance and any related material shall not become part of the teacher's personnel file.

5-8 All forms necessary for the grievance procedure shall be jointly prepared and distributed by the Board and the Association.

5-9 The Board agrees to make available to the aggrieved person and his/her representative all pertinent information and documents not privileged under law in its possession or control and which are relevant to the issues raised by the grievance.

5-10 When it is necessary at LEVEL THREE for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent or the Arbitrator during the school day, they shall be released without loss of pay.

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ARTICLE SIX

ASSOCIATION PRESIDENT

6-1 The President shall not be involuntarily assigned to any committee meetings after regular class hours. Class time and planning periods may not be utilized for Association business by either party except in emergency situations. The President may be dismissed from the building at any time in the event of an emergency to conduct Association business with prior approval of the building principal.

6-2 The Board recognizes the President of the Association and/or his/her designee as representing the Association in all matters concerning the provisions or terms of this Agreement.

6-3 The President and/or Association Representatives shall be permitted access to the school buildings of the District for the purpose of conducting Association business when such access is not in conflict with school activities as determined by the building principal.

6-4 The President and/or his/her designee shall from time to time meet and confer with the Superintendent to discuss matters of mutual interest.

6-5 The privileges granted the Association President hereunder shall not constitute discriminatory treatment in violation of the provisions of Article 2-1.

6-6 The Association by its representatives may discuss matters of mutual interest with

the Board of Education by notifying the Superintendent and/or his/her designee of the subject matter to be discussed no later than five (5) days prior to the date of the proposed meeting of the Board of Education.

ARTICLE SEVEN

ASSOCIATION FACULTY REPRESENTATIVE

7-1 The Association shall have the right to designate one faculty representative at each school for the purposes of this Agreement.

7-2 The principal of each school and the faculty representative will meet at the request of either party to discuss the administration of this Agreement.

7-3 The Association faculty representative shall have the right to schedule Association meetings after the school day, where such meetings do not interfere with the normal teaching duties of the teachers and conduct of business at school. Meetings before school will be held only in cases of emergency and with the approval of the building principal.

7-3-1 The faculty representative shall be given time at each faculty meeting for brief announcements.

7-4 The Association faculty representative shall have the right to communicate freely with the teachers in ways, which are not in conflict with the orderly and effective function of the school, including the right to place notices, circulars, and other materials relevant to the Association's business on a designated school bulletin board and in teachers' mail boxes.

7-5 The school public address systems, where available, may be used by the faculty representative to make announcements concerning Association meetings, if the principal of the building approves such use in advance.

7-6 No infringement shall be made upon the right of the Association to establish the rules by which the said faculty representatives are elected to office.

7-7 The Association has the right to conduct meetings within a school for the purpose of allowing those Association members to elect a faculty representative pursuant to 7-1.

7-8 Neither the faculty representative nor any teacher shall be prevented from wearing Association pins as identification of membership in the Association or any of its affiliates.

ARTICLE EIGHT

USE OF SCHOOL FACILITIES

8-1 The Association may use school facilities and equipment, without cost, pursuant to Board Policy. The Association must request prior approval from a principal of a building where an Association meeting is to be held. Such use shall be authorized when no conflict exists with the normal conduct of school activities.

8-2 The Association shall have the right to deliver and receive materials through the school delivery service. The Association shall be allowed the same delivery services furnished to school buildings.

8-2-1 An information copy of all distribution of notices, circulars or other materials shall be sent to the principal at the time of posting or distribution.

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ARTICLE NINE

TEACHING ASSIGNMENTS

9-1 Teachers will be notified in writing of any anticipated change of assignment or building as soon as that information is known to their principal. The principal will send a copy of this written notification to the Superintendent. At the request of any head athletic coach, a meeting shall be held with the principal no later than fifteen (15) days prior to the end of the school year concerning the status of coaching assignments and confirmation thereof when possible.

9-2 In order to assure that pupils are taught by teachers working within their areas of competence, accreditation standards, teaching licensure endorsements and teacher's major and minor fields of preparation will be used to make assignments.

9-3 Changes in assignment from one licensure area to another, from one grade level to another in the elementary schools, and in subject area assignments in the secondary schools, shall be voluntary insofar as possible. Teachers being considered for reassignment shall be consulted by the principal as soon as any change in assignment is contemplated. Their grade-level team members and/or their subject area department members shall be consulted by the principal following the private meeting between the principal and the affected teacher.

9-4 When possible, schedules of teachers who are assigned to more than one school building will be arranged so that no teacher will be required to engage in an unreasonable amount of inter-school travel.

9-5 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school will be reimbursed for all required travel at the per mile rate of the IRS rate times sixty (60) miles, whichever is greater.

9-6 Job Sharing

9-6-1 Job sharing shall mean the occupation of a single, full-time, staff position by two (2) non-probationary employees who are not involved in a job improvement/remediation plan. The following arrangements may be considered:

- each employee working a portion of the contract day
- each employee working the entire school day for a portion of the contract year (either by semester or on a rotation system)

9-6-2 The Job Sharing Program contains the following characteristics:

9-6-2-1 Teachers interested in job sharing shall advise the building administrator by March 1. A tentative list of such teachers will be posted in each school on or before March 10. Teachers may then add their names to this list prior to March 15. The building administrator will post a final list on or before March 20.

9-6-2-2 The Job Sharing Program involves only those teachers who have voluntarily agreed to participate.

9-6-2-3 Teachers who are interested in participating in the Job Share Program must find a qualified partner with whom to share a job.

9-6-2-4 Teachers interested in forming a job sharing team must present a written plan for approval to the building principal on or before April 1, prior to the school year in which the job sharing will commence.

9-6-2-5 The Job Sharing Program will be for a period of not less than one (1) year. Each job sharing team may request an extension of the shared position for another year subject to building administrator approval. Requests must be submitted by March 15 of the first job-sharing year.

a. Positions formerly held by employees forming a job sharing team shall be filled on a one year terminal contract for the first year of job sharing.

b. This contract status could be extended for one more year if the job sharing team chooses to extend the job sharing position for a second year.

9-6-2-6 An employee returning from a job sharing position after one or two years, shall return to his/her former position unless the position no longer exists; then the employee shall be assigned to a position for which the employee is qualified.

a. After two years of job sharing and no later than March 1 of the second year, a job share teacher will be required to choose between returning to the classroom on a full-time basis continuing the job sharing position.

b. Should the teachers agree to continue the job sharing position, a full-time slot would no longer be held in reserve. They would, however, be given the opportunity to apply for any available opening in the District.

c. If the position being shared under this arrangement is unable to be filled by job sharing due to the loss of one team member and the absence of a qualified and acceptable replacement, the remaining team member

has the option of assuming the position full-time.

9-6-2-7 NOTE: Salary, benefits, PERA contributions, etc., will all be prorated based on the amount and time worked per year in the shared position. This financial arrangement applies only to those individuals engaged in job sharing positions as described herein. This is an exception to Article Thirty-Five, Section One.

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ARTICLE TEN

STAFFING PATTERNS

10-1 From time to time the Board of Education may find it necessary to modify the existing organizational structure of the district in order to achieve more effective utilization of staff and /or facilities. When such a proposal would alter the existing staffing patterns at two or more sites by requiring a significant reallocation of teaching positions, a representative study committee of the affected teachers, selected by those teachers and their administrators, will be established at the sites involved to study the proposed changes prior to their implementation.

10-2 The committee established to study changes in staffing patterns shall be advisory to the administration and the Board of Education. The committee will be charged with making advisory recommendations, which will best suit the needs of the students in the building based on curricular needs and economic constraints.

10-3 Any teacher concerned with these proposed staffing changes will receive any information which has been developed for implementation including reasons for its implementation and educational goals.

10-4 The Board of Education may accept or reject the recommendations of the Study Committee. Upon request, the Superintendent will supply to the Committee the reasons for the Board's rejection.

ARTICLE ELEVEN

TRANSFERS

11-1 GENERAL PRINCIPLES

11-1 When a vacancy occurs, the position shall be posted internally for three (3) working days. A vacancy shall be defined as an opening in the teaching staff which has occurred due to one of the following conditions:

a. A new position being established by the Board of Education

b. A staff member transfers or leaves the employ of the District, for whom a replacement is required that ultimately results in a new employee being hired.

c. The assignment of a current part-time staff member being expanded and the teacher holding the position choosing not to assume additional responsibility.

When filling vacancies currently employed teachers shall be given the first consideration to fill these vacancies. Experience, length of service, qualifications and other criteria shall be the determining factors used in filling such vacancies.

11-1-2 Teachers who have been employed in the School District for less than two (2) consecutive academic years in the same assignment, shall not be eligible for transfer unless approved by the Superintendent.

11-1-3 When a teacher transfers into a new assignment that involves a change in licensure area, elementary grade level, or secondary subject area, the teacher will be provided training prior to assuming the position as deemed necessary by the building principal following consultation with the teacher.

11-2 VOLUNTARY TRANSFER

11-2-1 Teachers who desire a transfer to another teaching position, whether or not identified, shall notify the Superintendent's Office in writing prior to the last day of the school year. Said applications shall be regarded as continued until September 1 of that year, at which time all applications for transfer shall be inactivated unless first withdrawn.

11-2-2 All vacancies shall be posted in a prominent place in all school locations during the school year and shall be posted on the bulletin board in Lake Administrative Building if occurring during the summer.

11-2-3 When a transfer of a teacher is necessary due to a change in sections, a volunteer qualified for the new assignment will be offered the position or positions. If there is no qualified volunteer, a transfer may be affected by the Superintendent.

11-2-4 Teachers who apply for transfer should submit, in writing, their reasons and qualifications for the position. At the discretion of the Principal, the teacher may or may not be invited to interview for the vacancy. All applicants will be notified of the principal's final decision. Upon request of the teacher, the interviewing principal will inform the teacher of the reasons for the denial of the request.

11-3 INVOLUNTARY TRANSFERS

11-3-1 When an involuntary transfer is being considered, the Principal(s) will consult with teacher(s) involved.

11-3-2 When an involuntary transfer of a teacher is necessary, a transfer may be affected by the Superintendent. The Superintendent shall notify the teacher involved in writing and gives the reasons thereof. Consideration should be based on seniority, qualifications, need for expertise, licensure or endorsement and/or other necessary criteria.

11-3-3 The principal of the school in which the teacher is currently assigned, shall notify the teacher of impending transfers with a specific written description of the new assignment. Upon request of the teacher involved, the principal and the Superintendent or his/her designee will meet and discuss reasons given for the transfer. The teacher may request that a representative of the Association accompany them as an observer.

ARTICLE TWELVE

CHANGE OF STATUS

12-1 Administrative vacancies will be publicized by the Superintendent and posted in all buildings.

12-2 Teachers who desire to apply for administrative positions shall submit their requests in writing to the Superintendent.

12-3 At the discretion of the Superintendent, an interview committee composed of teachers of the school involved may be called upon to assist.

12-4 Announcements of the assignments of principals and/or assistant principals will be made as far in advance as possible.

ARTICLE THIRTEEN

TEACHING HOURS AND TEACHING LOAD

13-1 The contractual obligation of the parties for an academic year shall be 175 days for returning teachers and 176 days for new teachers to the District, unless the school year is expanded as provided in the attached Addendum. The work year will include all days on which pupils are in attendance, orientation is scheduled, parent conferences are held or scheduled and other days on which attendance is required of the teacher.

In the event that the District is required to return to a traditional 180-day school calendar, those provisions herein concerning work days (31-1); length of work day (13-3); contract days (13-11); sabbatical (32-11-8); and all daily prorations of pay and sick leave shall revert to its predecessor language as set forth in the agreement between the District and the Association dated January 2, 1982.

13-2 On the last day of the school year, teachers may leave school when the work objectives for the day have been accomplished as determined by the principal.

13-3 Except in unusual circumstances, the work day for teachers shall not exceed eight (8) hours including the lunch period and preparation period. The specific schedule that a teacher works shall be determined by the building principal within the stated time reference.

13-4 Attendance at uncompensated activities will be kept at a minimum.

13-5 Where the class schedule allows or the faculty of a particular building agrees, a continuous duty-free lunch period of thirty (30) minutes shall be provided. In other situations, an equitable rotation of duty will be assigned teachers. Teachers shall have the right to leave the school during their lunch period. Such lunch period shall be exclusive of passing and inter school travel time.

13-6 Released time may be used to allow the staff at each school to participate in curriculum development and improvement and in-service education at the discretion of the Superintendent.

13-7 Elementary teachers shall have at least 200 minutes per week for planning. Secondary teachers will have one period daily free for planning. If scheduling permits, this planning time shall be a daily period of 40 minutes, that is continuous and uninterrupted. An individual teacher may agree to waive this particular section. In the event that it is not possible to have a continuous planning period, the building principal will, after a cooperative planning effort with the teachers involved, establish the planning period schedule.

13-8 Teachers will use their planning periods to conduct official school business unless given prior approval by the Principal. Effective use of planning time shall be considered as part of the evaluation process by the principal as stated in Article 2-2 of the Certificated Personnel Performance Evaluation System booklet.

13-9 A teacher who is assigned by the building principal to substitute or cover another teacher's duties will be compensated with a prorated amount of annual leave per 30-1 of this Agreement. Such assignments will be kept to a minimum. A teacher assigned to substitute under the terms of this provision may not refuse to carry out such assignment per 23-2. Upon completion of assignment this teacher will be granted annual leave on a prorated basis which will be accumulated to the individual's account per 30-1-7.

13-10 The Board of Education through the Superintendent will work with the Association President or designee to ensure that a teacher from each site is invited to participate on a calendar committee (as defined by Board policy). Such committee will be established by October 1 of each year. Once the calendar has been adopted any changes will be mutually agreed to by the Board of Education and the Association. [MOU 2009]

13-11 If more than two students designated as "Significantly Limited Intellectual Capacity" children are integrated into the regular classroom for two hours or more per day, a college aide shall be assigned when available at the request of the teacher.

13-12 Subject to other overriding educational considerations, teaching assignments at the secondary level shall be made equitably and with a view towards avoiding at excessive number of daily class preparations. [MOU 2009]

(2009)

ARTICLE FOURTEEN

CLASS SIZE

14-1 The Board and the Association agree and recognize that appropriate class size level is critical to the education or development of young people. Both parties further agree that their mutual goal is to achieve the lowest possible number of students in each class to promote an atmosphere most conducive toward educational achievement and excellence. At the same time, both parties recognize that class size is a function of many factors including budgetary constraints, enrollment, course objectives, subject matter, grade level, teacher availability, scheduling patterns, and/or style or educational activity.

14-2 Any teacher may request a Principal to share class size information as it is developed. Elementary principals will meet with a teacher of any class to determine educational effectiveness. At the Middle School/High School, Principals will meet with teachers when class size loads or class sections are unbalanced or oversized to discuss alternatives and/or rescheduling.

14-3 If a teacher believes the size of his or her class is educationally improper, the teacher may confer with his or her immediate supervisor. If the principal should determine that the teacher's complaint is without merit, the teacher is entitled to submit the complaint, in writing, to the Superintendent for investigation and resolution and may request the Superintendent to inform the Board in writing of his or her concerns. The Superintendent or his/her designee shall report to the teacher, no later than sever (7) school days, the results of the investigation and recommended solution, if any.

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ARTICLE FIFTEEN

NON-TEACHING DUTIES

15-1 Non-teaching requirements shall be kept to a minimum. To the extent that it is necessary to assign non-teaching duties, they will be assigned in an equitable manner. A teacher may voluntarily accept non-teaching tasks and such action shall not violate this Agreement. If there are unfilled non-teaching duties after volunteers have been recruited, the principal may encourage any teacher who is not participating on a committee or extra curricular activity. All such extra work shall be paid as is or may be set forth in Appendix B, Additional Compensation.

15-1-1 Contracted inter-scholastic sporting events are the secondary level require additional teacher duties. A request for volunteers for additional duties will be made first at the secondary level. If an insufficient number of persons volunteers for such duty, a request for volunteers will be made at all other levels in the District. Duties not filled by volunteers as provided above, shall be assigned in an equitable manner by the building principal in charge. Voluntary acceptance of non-teaching duties shall not violate the provision of this Agreement. Payment for non-teaching duties shall be as or may be set forth in Appendix B, Additional Compensation.

15-2 The parties acknowledge the Board's statutory responsibility to establish curriculum throughout the District. The Board agrees to involve the teachers in curriculum development.

15-3 Released time may be used to allow the staff at each school to participate in curriculum development. Such released time must have the approval of the Principal.

15-4 Teachers will be provided complimentary tickets to all activities that take place within the District and that ticket will admit the teacher, their spouse, preschoolers, and children attending school in the District. Elementary school children will be admitted only when accompanied by an adult.

15-5 A list of qualified substitute teachers is available at all times in the office of the building principal. Teachers may recommend to the principal the name of a specific substitute as a replacement during his or her absence. The principal shall honor such requests insofar as possible.

15-6 Teacher aides shall be supervised and evaluated by the building principal. Teachers may request the date or dates of teacher aide evaluations and provide input therefore to the building principal. Teacher aides shall not be used in any instructional capacity except as followed by law.

ARTICLE SIXTEEN

PART-TIME TEACHERS

16-1 The District may employ teachers who teach less than a normally scheduled school day when full-time teaching positions cannot be reasonably scheduled.

16-2 The following shall apply for those part-time teachers who are assigned for half or more than a normally scheduled instructional day, but less than a full instructional day:

16-2-1 Initial placement on the salary schedule shall be according to the provisions set forth in Appendix A.

16-2-2 Salary shall be in proportion to their assignment.

16-2-3 One experience increment shall be given for each one (1) year of service within the District.

16-3 In addition the following fringe benefits shall apply to part-time teachers employed on half or more basis:

16-3-1 Proportional sick leave.

16-3-2 P.E.R.A. as allowed by law.

16-3-3 Hospitalization and Major Medical Insurance if the teacher is paid on a twelve (12) month basis.

16-3-4 Life Insurance if the teacher is paid on a twelve (12) month basis.

16-3-5 Bereavement Leave.

16-3-6 Jury duty and court subpoena leave.

ARTICLE SEVENTEEN

ACADEMIC FREEDOM

17-1 RECOGNITION OF TEACHER RIGHTS

17-1-1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibilities, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality. The parties recognize that these democratic values can best be transmitted in an atmosphere, which is as free as possible from censorship and restraints upon free inquiry and learning, and in which the academic freedom for teacher and student is encouraged.

17-1-2 Within the limits prescribed by the laws of the State of Colorado, academic freedom shall be guaranteed to teachers, and no undue limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, physical and biological roles, and other branches of learning.

17-1-3 Freedom to the individual of conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE EIGHTEEN

FACILITIES

18-1 The School District is dedicated to providing the most appropriate facilities for any staffing pattern or combination of staffing patterns.

18-2 Professional personnel affected by new facilities (new construction or remodeling) shall be represented on advisory planning committees. Before final approval by the Board, the Superintendent shall confer with advisory committees to consider such recommendations concerning the final plans and shall so inform the Board of Education.

18-3 The parties recognize that circumstances may arise that may require the closing of a school or schools in the District. In such a situation, the Board or Administration may order the closing of one or all of the schools in the District. The Board of Education may, at its discretion, order that any days missed as a result of a closing be made up by teachers and students. The parties agree that any inequality in the number of days worked by some teachers as a result of any closing shall not constitute a violation, misinterpretation or an inequitable application of any of the provisions of this Agreement or Board policy concerning terms or conditions of employment. No teacher shall lose any pay or benefits due to temporary school closings during emergencies.

18-4 The Board and the Association agree to make every reasonable effort to comply with the rules and regulations for students and employee safety promulgated or enforced by the State of Colorado or its agencies.

18-5 Except in emergencies, maintenance and operation employees shall not interrupt classes.

18-6 Subject to the availability of monies and other priorities, the District establishes as a goal the inclusion of the following facilities in its school buildings:

18-6-1 Existing building.

a. space to safely store instructional materials and supplies.

b. a lockable space in which each teacher may store personal belongings.

c. appropriately furnished room of adequate size to be used as a faculty lounge. In addition, there shall be provided a space furnished with a telephone, which insures privacy of conversation.

d. a serviceable desk and chair for each teacher.

18-6-2 New school buildings.

a. space to safely store instructional materials and supplies.

b. a lockable space in which each teacher may store personal belongings.

c. a teacher work area containing adequate space, equipment, and supplies to aid in the preparation of instructional materials.

d. appropriately sized room to be used as a faculty lounge. In addition, there shall be a space furnished with a telephone which insures privacy of conversation.

e. well lighted, clean, conveniently located teacher restrooms.

f. adequate lunch room facilities for the use of the teaching staff.

g. a serviceable desk and chair for each teacher.

h. adequate parking facilities for teachers.

ARTICLE NINETEEN

TEACHING SUPPLIES AND EQUIPMENT

19-1 Teacher committees will have the opportunity to participate in the selection of materials and equipment and will make recommendations to the Board through the administration.

19-2.1 Teachers will be given at least thirty (30) days in which to supply the principal of theibuilding with a list of supplies needed for the coming year. The administration will provide the opportunity for teachers to submit items to be placed on equipment bid lists once during the school year.

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ARTICLE TWENTY

INSTRUCTIONAL MEDIA CENTER

20-1 When ordering new replacement materials and equipment, the Instructional Media Specialist shall first obtain recommendations from the department or grade level teachers. It is recommended that each department or grade level receive equitable and fair allocation of the funds available for the purchase of such materials and equipment.

20-2 The Instructional Media Specialist may be required to work additional time beyond a regular contract. They shall receive additional pay at the rate of 1/175th of their annual salaries for each additional day worked.

20-3 In establishing an Instructional Media Specialist/pupil ratio, the Board shall be guided, but not bound, by North Central Association accreditations standards.

(2008)

ARTICLE TWENTY-ONE

COUNSELORS

21-1 Counselors may be required to work additional time beyond a regular contract. The schedule for the additional days will be set for the following school year by May 15th. They shall receive additional pay at the rate of 1/175th of their annual salaries for each additional day worked.

21-2 In establishing student/counselor ratios, the Board shall be guided, but not bound, by Colorado Department of Education accreditation standards.

(2008)

ARTICLE TWENTY-TWO

LEADERSHIP

22-1 In elementary and/or secondary schools, teachers may recommend to the building administrator team leaders, grade level leaders, departmental chairmen or any other such persons to coordinate and plan. Such leaders shall not be considered administrative employees, nor shall they be required to rate or evaluate teachers.

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ARTICLE TWENTY-THREE

PROFESSIONAL STANDARDS

23-1 The Board and the Association agree that the Code of Ethics for the Teaching Profession of the State of Colorado, as established by the Colorado Professional Practices Commission, establishes the minimal standards of professional behavior in the District. If any question of a breach of professional ethics occurs, the Association shall be notified.

23-2 Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives, provided that the teacher may reasonably refuse to carry out an order which threatens his physical safety; and provided further, that such rules, regulations and directives are in no way a violation of the provisions of this Agreement.

ARTICLE TWENTY-FOUR

TEACHER EVALUATIONS

24-1 The purpose of evaluation, as explained in the Licensed Personnel Performance Evaluation System document, is to improve professional competency and to determine the continuation of employment in the District. The evaluator constructively critiques an individual's teaching performance, classroom management, human relations skills, and professional responsibilities.

24-2 All monitoring or observations of the work performance of a teacher will be conducted openly.

24-2-1 Documented observations as described below, shall upon written request of the teacher to be evaluated, be conducted with not less than three or more than seven school days notice to the teacher to be evaluated. A written request for notification of formal evaluation shall be renewed by the teacher annually.

24-2-2 Informal observation of work performance may be conducted without notice and at any time.

24-3 Formal evaluations must necessarily include first hand observations of the teacher in the performance of his/her duties. If the class period is less than thirty (30) minutes in length, the observation of a full class period will count toward the required number of evaluations as set forth below. Documented observations shall not be less than twenty (20) consecutive minutes. Formal evaluations will be on District approved forms.

24-4 The teacher shall be evaluated with regard to his/her professional competency as a teacher employed by the District. Areas of weakness or unsatisfactory performance will be described in detail when included in the evaluation report and specific written suggestions and a planned program for improvement and/or remediation will be submitted to the teacher involved.

24-5 Lack of participation by a teacher in extra-curricular activities is no basis for unsatisfactory evaluation unless his/her assignment requires such participation.

24-6 After each formal evaluation, the evaluator must confer and correlate performance expectations with observed strengths and deficiencies. After each documented observation the evaluator shall confer with the teacher.

24-7 No written matter derived from a formal or informal evaluation or documented observation shall be placed in the teacher's central personnel file without a prior conference thereon at the option of the teacher. The teacher shall be entitled to a copy of any written matter placed in his/her central personnel file no later than one (1) day prior to the conference thereon. The written matter shall be signed by both the teacher and the evaluator prior to filing to indicate only that a copy was received by the teacher. The teacher shall have the opportunity to place a written response to any material placed in his central personnel file.

24-8 After two documented observations (one formal evaluation) in which specific deficiencies are observed, the teacher shall be advised and placed on Level II, remediation cycle as explained in the Licensed Personnel Performance Evaluation System document.

24-8-1 If a recommendation for teacher dismissal is made by the Superintendent, written documentation shall be received by the teacher prior to the meeting of the Board at which action is to be taken.

24-9 Probationary teachers shall be evaluated by the evaluator a minimum of two (2) times a year, each evaluation based on two (2) documented observations. The first evaluation shall be completed no later than November 30. The final evaluation shall be completed no later than April 1.

24-10 Non-probationary teachers shall be evaluated with a documented observation yearly. Non-probationary teachers shall be formally evaluated a minimum of once every three (3) years. Each evaluation will be based on two (2) documented observations during their formal evaluation year.

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ARTICLE TWENTY-FIVE

PERSONNEL FILES

25-1 Upon request, teachers will have the right to review the contents of their human resource personnel file and make copies of any documents contained therein.

25-2 No material derogatory to a teacher's conduct, service, character, or personality will be placed in the central personnel file unless the teacher has had an opportunity to review the material. A teacher's signature on such material indicates that he/she has reviewed it, but does not construe agreement with the contents. The teacher will also have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent and included in the central personnel file.

25-3 Letters of recommendation shall be considered confidential and shall not be subject to review as provided in 25-1 and 25-2. Letters of recommendation will only be written at the request of a prospective employer or teacher.

25-4 All full-time teachers shall be responsible for maintaining a current license from the Colorado Department of Education at the central office. Any teacher who fails to keep his or her license on file shall be subject to termination or loss of pay as determined by the Board, provided that said license is not delayed in its delivery by the Colorado Department of Education.

ARTICLE TWENTY-SIX

PROFESSIONAL DEVELOPMENT

26-1 The Board will provide funds to defray costs incurred by teachers attending instructional conferences. The amount allocated to this fund will be $7,500.00 per year. It is agreed that no more than forty percent (40%) of this budget shall be spent prior to January 1 of each school year. Cost of substitute teachers required to replace teachers that are authorized to travel, will not be charged to the conference fund. Teachers will not be penalized by loss of pay or leave time for attending instructional conferences that were approved in advance by the principal.

26-1-1 The travel committee shall be composed of one representative from each building elected by the teachers of that building.

26-1-2 The travel committee shall receive requests for travel funds from teachers and shall act on the merits of such request. The travel committee shall determine the rate of reimbursement for travel related expenses.

26-1-3 The administration shall have the right to request teachers to attend conferences necessary for the improvement of instruction and expense for such conference will be paid from this conference fund at the rate approved according to 26-1-2.

26-1-4 Requests from teachers to be absent to attend instructional conferences shall be submitted to the principal to seek his/her approval no later than five (5) school days prior to the date of the anticipated absence. The principal may waive the five (5) day notification. The travel committee shall establish its own time-line concerning deadlines for requests for funds.

26-1-5 The building principal shall have the authority to approve or disapprove each teacher's absence.

26-1-6 Payments from the conference fund will be made after the trip has been taken and upon receipt of adequate records and/or reimbursement receipts. In unusual circumstances, the restriction can be waived.

26-1-7 If a teacher is anticipating an out-of-town trip, a school vehicle will be used if available. If a school vehicle is available and not used, the only reimbursement will be the actual cost of gasoline.

26-2 Graduate credit for advancement on the salary schedule will be granted under the following guidelines:

26-2-1 College graduate credit will be recognized for horizontal advancement on the salary schedule provided these credits meet Colorado Department of Education requirements for the renewal of a Colorado License. Courses

covered by the criteria below in 26-2-1 (A) will be considered on an individual basis by the Superintendent or designee. If a question arises as to the acceptability of a course, it shall be referred to a committee composed of three teachers and one administrator who shall be the principal or supervisor of the teacher who is seeking approval of the course. The three teachers who serve on the committee shall be appointed at the beginning of each school year by the Association. The decision of the committee shall be final.

A. It is approved in advance by the Principal/Supervisor as being acceptable by one of the following:

1) Graduate credit is consistent with the position and/or area to which the teacher is assigned or aligned with the definition of Highly Qualified Teacher.
2) Graduate credit is toward an advanced degree, which is consistent with the teaching position and/or area to which the teacher is assigned and such degree program has received prior instructional approval.
3) Graduate credit taken is beneficial to the District as well as the teacher in his/her role as a professional educator.

B. If prior approval has not been obtained before a course is taken, the teacher will present his/her request for late approval to the committee. The said committee will base their decision on the criteria set in 26-2-1. The decision of the committee shall be final.

26-2-2 College graduate credit and/or in-service credit will not be recognized for horizontal advancement beyond the MA level if it was earned prior to the time the MA degree was awarded.

26-2-3 In-service credit will be recognized for horizontal advancement on the salary schedule provided such credit satisfies requirements as set forth in the Colorado Teacher Recertification Act of 1978.

26-2-4 Effective July 1, 1994, official transcripts from the institution granting graduate credit or a degree and/or official in-service credits records must be received by the Superintendent's Office no later than the 15th of any month of a specific school year (Aug/Sept – Aug/Sept) to effect horizontal advancement in that specific month. Refer to Article 37-4-1.

26-2-5 The teacher may advance only ONE horizontal step each academic year. If enough graduate credit is earned in any given year to advance the teacher more than one horizontal step, that teacher shall automatically move a second horizontal step the next academic year. The only exception to this rule is in the event a teacher earns a Masters or Doctorate degree during a specific school year (Aug/Sept. – Aug/Sept.) he/she will move immediately upon completion of the requirements in Refer to Article 37-4-1.

26-2-6 Before taking a course to gain advancement on the salary schedule, teachers shall submit the official Course Approval form and a course description.

(2010)

ARTICLE TWENTY-SEVEN

SUPERVISION OF STUDENT TEACHERS AND COLLEGE AIDES AND PRACTICUM STUDENTS

27-1 No teacher shall be required to supervise a student teacher or college aid/practicum.

27-2 A teacher who supervises a student teacher shall have a minimum of three (3) years of teaching experience, as least two (2) of which have been in the Gunnison Watershed School District RE1J.

27-2-1 There shall be no experience requirements for supervision of college aides/practicums.

27-3 No teacher shall be permitted to supervise more than one full-time equivalent student teacher.

27-4 Supervising teachers shall work with the university program coordinator and the building principal in developing extensive opportunities for student teachers, college aides/practicums to observe and practice the arts and skills of the teaching profession.

27-5 The student teacher, college aide/practicum shall be directly responsible to the supervising teacher, subject to the overall authority of the principal.

27-6 The Association shall establish policies and procedures for the administration and award of tuition waivers received by the District. The District shall remain as custodian of said funds and disburse the same according to the written instructions of the Association.

(94)

ARTICLE TWENTY-EIGHT

STUDENT DISCIPLINE

28-1 It is understood that the District must assume responsibility to provide support and assistance in order for teachers to maintain control and discipline while engaged in their duties and responsibilities as teachers. Teachers shall enforce rules and regulations governing student discipline established at the building level by principals and teachers.

28-2 In the event a teacher is assaulted or injured while carrying out his/her duties and responsibilities as an employee of the District, a district administrator shall immediately, upon being made aware of the incident, contact the appropriate law enforcement agency to initiate a criminal investigation. In such a circumstance, or when a teacher is injured while carrying out his/her duties and responsibilities as an employee of the District, the teacher shall not be charged with such time lost. The District reserves the right to require a teacher provide a physician's certification in such instances.

28-3 The District will reimburse a teacher for damage or destruction of clothing resulting from a bodily assault while carrying out his/her duties and responsibilities as an employee of the District.

28-4 Whenever possible, an officer of the District, rather than a teacher, shall initiate a complaint arising from criminal acts against the District.

28-5 If any teacher is complained against or sued as a result of any action taken by the teacher while acting within the scope of his/her employment, the teacher may request the Board's assistance in the preparation of his/her defense. Upon receipt of such request, the Board may instruct its attorney to consult with the teacher's legal counsel and to render necessary assistance to the teacher in preparation of his/her defense.

(2000)

ARTLICE TWENTY-NINE

PARENTAL AND STUDENT COMPLAINTS

29-1 To facilitate better communication an affected teacher shall be notified as soon as possible of any verbal complaint by parent/legal guardian and/or student.

29-2 Every effort will be made by the principal to encourage a resolution of the complaint by a meeting between the parent and/or student and teacher. If the parent chooses not to pursue the complaint, the matter will be considered ended. In the event that the parent or student is unwilling to meet with the teacher alone, the principal shall offer to meet together with the parent and/or student and teacher in an effort to resolve the complaint.

29-3 If no resolution of the matter is reached between the principal, teacher and parent or student, the complaint will be presented to the Superintendent, in writing, with copies to all parties involved.

29-4 If a resolution has not been reached the complaint may be presented to the Board of Education. Complaints to the Board against individual teachers shall be in writing and signed. The Board shall have a reasonable opportunity to investigate the alleged complaint prior to any public discussion. The complaint and its resolution shall be filed in the administrative offices and shall not be made part of the teacher's personnel file.

ARTICLE THIRTY

ANNUAL LEAVE

The Association and Board of Education believe the most effective learning takes place in a consistent structured environment. We believe that the assigned teacher's presence in the classroom is vital to a quality education. Annual leave is provided in the event that a teacher needs to be out of the classroom due to illness or other personal reasons. The leave concept works most effectively when all parties communicate in its application.

30-1 Leave shall be provided to the teacher upon employment to the District. Unused leave accrues and is credited to the individual's account (refer to Article 30-1-7; 30-1-9

30-1-1

a. **Again, the Association and Board of Education believe the most effective learning takes place in a consistent structured environment. We believe that the assigned teacher's presence in the classroom is vital to a quality education.** It is the joint responsibility of the teacher and principal or supervisor to determine the need and impact of requested leave so that the principal or supervisor may consider approval for leave.

b. Each teacher shall be credited 11 (eleven) days of annual leave per school year without loss of salary.

c. The leave request form shall be submitted to the principal or supervisor for consideration of approval. For a pre-planned event, requests for leave shall be submitted to principal or supervisor three days in advance of the day to be absent, if possible.

d. The leave request form shall be submitted directly to the superintendent with a copy provided to the principal or supervisor under the following conditions: Usage that exceeds 3 (three) consecutive days, or exceeds 11 annual leave days, or is combined with any designated adopted district calendar breaks before and after; teacher work days; staff development days; parent/teacher conferences; first week of school with students, and last week of school with students; or when requests for leave exceed the number of satisfactory substitutes available.

e. A committee (comprised of association building rep and principal but not limited to) at each site will develop and implement an emergency plan for a protocol when requests exceed the number of available substitutes. High use days shall be posted via email to teachers/staff and throughout the district. During the times of shortage of substitute resources, the principal will prioritize assigning substitutes as follows:

1. Sick/Bereavement
2. Emergency
3. Personal

30-1-2 In an attempt to educate teachers/staff and building administration the following steps shall be taken:

a. A common presentation will be made to all professional staff of each site at the beginning of the school year by the principal, the building association representative and GCEA president/designee on the specific components of this article and its application.

b. The GCEA president/designee and principal will guide the classified staff on the accounting procedures of leave.

c. The District's Mentor Program shall include a component on the "Teaching Profession", which will include a review of Article 30 Annual Leave, Article 30-2 Sick Leave Bank, Article 31 Temporary Leave, Master Agreement, board policy, staff handbooks, professional ethics and standards, and other items relevant to the profession as it manifests itself in this district. The program will be presented jointly by a GCEA representative and an Administrative representative.

d. At critical times during the school year-before and after vacation calendar days, first week of school with students, last week of school with students, staff development days, in-service days, parent-teacher conferences, teacher work days; the Association and building principal at each site shall issue a statement reminding them about appropriate use of leave provision.

30-1-3 When a teacher is appointed after the beginning of the work year, the number of leave days to which he/she shall be entitled will be in proportion to the number of days of service he/she is to complete to the number of days in a regular contract year.

30-1-4 In the event that leave is exhausted, a teacher may submit a written request to Superintendent for up to 5 (five) days of leave that may be borrowed from leave of the next school year. In the event the teacher does not return to the District the next school year, the District shall be reimbursed for the days borrowed at a per diem of one contract day.

30-1-5 Leave shall be charged against a teacher according to the following guidelines:

a. Elementary Teachers
   - Less than half a day in clock hours ½ day
   - Half day or more in clock hours 1 day

b. Middle and High school Teachers
   - Three periods or less per day (excluding planning) ½ day
   - Four periods or more per day 1 day

30-1-6 All previously accrued leave benefits shall be returned to those teachers returning to the district from district approved leaves.

30-1-7 Unused annual leave shall be accrued to the teacher's individual account. Leave may be used for medical purposes, personal illness or accidents and for illness of a member of immediate family or when the teacher is acting as a designated care giver.

30-1-8 Exceptions to denial of leave may be granted by the Superintendent after written appeal.

30-1-9 Teachers having more than seventy five (75) days of accumulated annual leave may request reimbursement of unused annual leave at the rate of $50 per day. Reimbursement may not exceed six (6) days during any year for any one teacher. Payments under this Article may not exceed in the aggregate $4,500.00 in any one-budget year. Applications for reimbursement shall be filed not earlier that the last day of the school year and no later than June 15 of any given year. In the event that applications for accumulated annual leave reimbursement in any given year exceed $4,500.00, payments shall be prorated between those teachers requesting annual leave according to the number of days tendered for repurchase. Must apply utilizing Appendix H.

30-1-10 Commencing July 1, 1997, upon retiring after at least twenty (20) continuous years of service in the District, the District will reimburse the retiring teacher for any accumulated annual leave days up to and including 100 days at a rate of $50 per day. Must apply utilizing Appendix I.

(2009)

30-2 SICK LEAVE BANK

30-2-1 The intent of the Sick Leave Bank is for a serious illness of the sick leave bank member.

30-2-2 Each teacher enrolling in the bank shall contribute two (2) days of annual leave to the bank per year for a period of three (3) continuous years. Such contributions are made between September 1 and October 1 of each year, using an approved form.

30-2-3 Teachers who have contributed to the bank for at least three (3) consecutive years shall become continuing members. Such members shall not contribute additional days to the Bank until such time as the total number of days in the bank drops below 500. Between September 1 and October 1 of the year in which the total number of days drops below 500, each continuing member of the bank shall contribute one (1) additional day. At such time as the total in the bank drops below 200 days, each continuing member shall contribute two (2) additional days.

30-2-4 Teachers shall use their accumulated annual leave days, if available, prior to utilizing the sick leave bank days.

30-2-5 A maximum of sixty (60) days may be drawn by one individual during any school year from the bank. A member may apply for up to thirty (30) days by following 30-2-6. A member may reapply for up to another thirty (30) days if so needed per 30-2-6. For each request to the sick leave bank the applicant will follow 30-2-6.

30-2-6 A teacher requesting the use of the sick leave bank must first contact the Sick Leave Chair to fill out the application. Please note a teacher must obtain a physician's certification letter that defines the medical problem and why and how much leave is required from work.

30-2-7 The sick leave bank will remain effective if 50% of the eligible teachers are continuing or contributing members of the bank each year.

30-2-8 In the event that an applicant is incapacitated and therefore is incapable of applying for the sick leave bank, the committee reserves the right to apply for that sick leave bank member.

30-2-9 Sick leave member requests to use sick leave bank for other than self will be made in writing directly to the superintendent. The superintendent shall respond to the applicant and sick leave bank committee within 5 school days, if possible.

30-2-10 A teacher who has exhausted the above provisions of accumulated annual leave shall be granted a leave of absence without pay for the duration of such illness or disability through the end of the school year. Such leave without pay status may be renewed upon approval of the Board of Education for one (1) additional year. A physician's certificate of fitness to work will be required before a teacher can return to duty after using the provisions of this section.

(2009)

ARTICLE THIRTY-ONE

TEMPORARY LEAVES

VISITATION LEAVE

31-1 Teachers may be granted leave without loss of pay for the purpose of professional visitations or attending meetings or conferences which are of an educational nature. This leave shall not be deducted from the teacher's annual leave days and must receive prior approval from the building principal.

LEGAL LEAVE

31-2 A teacher involved in any legal proceeding arising out of his employment with the District and in the proper exercise of their duties, shall be granted necessary leave loss of pay.

31-3 Each teacher shall be granted leave when called for jury duty or subpoenaed as a witness. The teacher shall turn over to the Board any payment received for such service and no deduction shall be made from the teacher's salary.

31-4 Up to one day of annual leave per year may be taken by any teacher for the purpose of discharging any duty as a personal representative, executor or the equivalent thereof for the estate of any member of the teacher's immediate family as defined in Article 30-1 above.

BEREAVEMENT LEAVE

31-5 Teachers shall be granted bereavement leave. All bereavement leave shall be deducted from the teacher's annual leave account.

ASSOCIATION LEAVE

31-6 Twenty (20) days of professional leave shall be granted to the Association during the school year to be used by its members for Association business. The Association and the District will split the substitute pay of the days used up to twenty (20) days. If the Association member holds a CEA position, an additional ten (10) days will be granted with CEA reimbursing the District for substitute pay. Such leave shall be for professional activities that are educational in nature.

OTHER TEMPORARY LEAVES

31-7 Other temporary leaves of absence may be granted by the Superintendent with a deduction of a per diem of one contract day of the teacher's annual salary.

31-8 Teachers who resign during the school year will have all future leave requests approved or denied by the Superintendent from the date of the letter of resignation through the last day of the work year.

(2003)

ARTICLE THIRTY-TWO

EXTENDED LEAVES OF ABSENCE

GENERAL PROVISIONS

32-1 Extended leaves of absence granted under this Article shall be without pay except as specified for sabbatical leave. All accrued benefits and credits will be restored to a teacher upon returning to employment.

32-2 All requests for extended leaves of absence or renewals will be made in writing to the Superintendent of School for consideration by the Board of Education.

32-3 A teacher returning from an extended leave of absence shall be allowed to return to the same position, which he/she previously held. If that position does not exist the teacher will be given a position based upon seniority, qualifications, need for expertise, licensure or endorsement and/or other necessary criteria. The teacher shall notify the District of his/her intention to return, or not return, no later than April 1 prior to the school year for which he or she intends to return.

PARENTAL OR CHILD CARE LEAVE

32-4 A teacher who is pregnant may request an unpaid leave to begin at any time between the commencement of her pregnancy and prior to the date the child is born. Such request must include the anticipated time for which the leave is requested. In unusual circumstances, the teacher may request an extension of such leave.

32-4-1 Said teacher shall notify the Superintendent in writing of her desire to have such leave and, except in cases of emergency, is encouraged

to provide such notice at least forty-five (45) calendar days prior to the date on which her leave is to begin. She will also include with such notice a physician's statement certifying her pregnancy and substantiating her request of leave.

32-4-2 Alternatively, a teacher may use her accumulated annual leave for such disability and receive pay therefore as provided in 30-1.

32-5 A teacher adopting a child may be granted, upon request, two (2) days of sick leave at the time of adoption. Said teacher shall notify their building principal of his/her desire to take such leave as early as possible.

32-5-1 Pursuant to the Family and Medical Leave Act, the teacher may take up to twelve (12) weeks of unpaid leave to care for the child immediately after the adoption.

32-6 A male teacher shall be entitled, upon request, to an unpaid short leave of absence to begin one week prior to and conclude up to one week after the birth of his child. Annual leave must be exhausted before application for this unpaid leave of absence.

(2000)

PERSONAL LEAVE

32-7 Personal leave may be granted for a period not to exceed one (1) year. A one-year extension of said leave may be granted at the discretion of the Board of Education. In special circumstances, a teacher may request in advance a two-year leave. The reasons for such leave must be stated in a written request. Except in cases of unforeseen circumstances, such personal leave or an extension thereof must be requested no later than April 1 of the school year prior to the anticipated year's absence. Teachers returning from such leave shall be placed on the salary schedule at the step to which he/she would have been entitled prior to taking such leave. Teachers returning from such leave shall be allowed to return to the same position which he/she previously held. If that position does not exist, the teacher will be given a position based upon seniority, qualifications, need for expertise, licensure or endorsement and/or other necessary criteria.

PROFESSIONAL DEVELOPMENT LEAVE

32-8 Non-probationary teachers may be granted a leave of absence, without pay, for a period of one (1) year for further study when college credits are earned. Such leave may be taken for one semester if an adequate replacement can be obtained. Upon return from leave, a teacher may be granted up to one (1) year's credit for the purpose of achieving a salary level as if he remained actively employed in the District.

EXCHANGE TEACHER LEAVE

32-9 Teachers may be granted one (1) year's leave, without pay, for the purpose of exchange teaching. The following conditions shall be observed for leave for the purpose of exchange teaching:

32-9-1 Non-probationary teachers are eligible providing an acceptable person can be found with whom an exchange can be arranged.

32-9-2 Unless other salary arrangements are made, an exchange teacher from the District shall be paid the salary to which he is entitled to by the District.

32-9-3 Credit on salary schedule shall be given for the time spent in exchange teaching.

SABBATICAL LEAVE

32-10 If money is available, the Board of Education may grant up to one (1.0 FTE) sabbatical leave per school year for the following purposes:

a. enrollment in college or university courses during the leave.

b. independent study where college credit is earned.

c. visitation, observation, and/or research that will prove educationally beneficial to the District.

32-10-1 A teacher who has completed at least six (6) full years of service in the District is eligible to apply for and be granted a sabbatical. The teacher's present school year shall be included when determining the six (6) years of service.

32-10-2 Teachers wishing to apply for sabbatical leave shall submit to the Superintendent their request for sabbatical no later than February 1 of the school year preceding the proposed year of leave. The application shall include the following items:

a. a clear statement of purpose for the leave, including how the leave will be professionally beneficial to the applicant.

b. a detailed written plan describing specifically the program to be completed during the period of this sabbatical and how it is directly related to the applicant's job assignment.

c. a statement of how the leave will prove directly beneficial to the District upon the applicant's return to work.

d. a statement signed by the applicant's principal (or supervisor if not assigned to a site) indicating the administrator's agreement that the proposed program will be professionally beneficial to both the teacher and the District.

e. a signed agreement whereby the applicant promises both to return and complete two (2) years of teaching service following the completion of the sabbatical and to adhere to the program as set forth in the application. A teacher may waive this service requirement provided payment of the partial salary drawn during the sabbatical is repaid to the District.

A teacher returning from sabbatical leave shall be returned to classroom duties in accordance with Article 32-3.

32-10-3 A committee composed of three (3) teachers appointed by the Gunnison County Educational Association President, one from each level: elementary, middle and high school teacher, and one administrator appointed by the Superintendent of Schools shall convene to screen applications for sabbatical leave. The screening committee shall consider factors involved in each of the various applications, including but not limited to: length of serve since the last sabbatical, purpose of the request, merits of the request, anticipated benefits that the District will receive, and any other reasonable factors. The committee may require that any or all applicants present their rationale to the committee. The committee will prepare a priority listing of all eligible applicants, recommending teachers in order, based on the overall merits of the applications, and present it to the Superintendent no later than March 1.

32-10-4 The Superintendent will forward the recommendations, with comment if necessary, to the Board for action at the regular March board meeting.

32-10-5 The Board, in granting a sabbatical, may consider remuneration to the applicant for professional services to be rendered by the applicant during the period of the sabbatical leave. However, scholarship, grants, and fellowships shall not be considered remuneration under the provisions of this article and shall not be considered.

32-10-6 A teacher on sabbatical leave will be paid at the 50% level of the salary rate he or she would have received if he would have been active in the District. A teacher will receive credit toward salary increment while on sabbatical leave and receive insurance and retirement benefits as if he was employed on a half-time basis.

32-10-7 A teacher returning from sabbatical leave will submit to the Superintendent transcripts of all college and university credit received while on sabbatical leave and will submit in writing, in addition, a complete resume of all non-credit or independent work study completed by the teacher during the period of sabbatical, together with a written report describing those items accomplished by the teacher during the sabbatical leave and any comments by the teacher concerning the value of the sabbatical leave to the District. Said report shall be delivered to the Superintendent within sixty (60) days of the termination of the leave. If the Superintendent has reason to believe that the teacher returning from the sabbatical leave did not fulfill the previously agreed upon program, he shall, after consulting with the joint committee, refer the matter to the Board for disciplinary or legal action as . may be appropriate.

32-10-8 Sabbatical leave shall be granted for no longer than a one (1) year period. Provided that the Board has not already approved a sabbatical leave for the following year, a teacher on sabbatical may request extension of the initial leave year for a second year. The request must be received by the Superintendent no later than April 1. Upon recommendation of the

Superintendent and if money is available, the Board may grant a one-year extension of the sabbatical.

(2002)

ARTICLE THIRTY-THREE

TEACHER RETIREMENT

33-1 The District Retirement Plan will be in effect for 1 year: 2006-07.

33-2 Teachers who qualify must have fifteen (15) continuous years in the District and twenty (20) years in PERA. A letter of intent (Appendix E) shall be given to the superintendent by March 1, 2007 for action prior to the next school year.

33-3 Teachers who exercise the District Retirement Plan shall be paid on the following schedule:

a. the first year, teachers shall receive 33.3% of their final year's base salary as indicated on their most recent notice of personnel action.

b. the second year, teachers shall receive 33.3% of their final year's base salary as indicated on their most recent notice of personnel action.

c. the third year, teachers shall receive 33.3% of their final year's base salary as indicated on their most recent notice of personnel action.

(2006)

ARTICLE THIRTY-THREE A - LONGEVITY

LONGEVITY PAYMENT

33 A-1 Teachers may apply for the longevity payment. To be eligible the teacher must apply by utilizing Appendix F on or before March 1st, in the 20th, 25th, and/or 30th year of continuous employment in the District.* Teacher qualifications for longevity payments are: must currently be a .5FTE teacher or greater and must meet the terms per 1-18. Continuous employment does not include any type of substitute position whether part time or full time.

a. in 20th year = 4,000.00

b. in 25th year = 4,000.00

c. in 30th year = 4,000.00

* Teachers hired during 1977, having twenty (20) years in PERA, and continuously employed by the District through the 2008-2009 school year shall be eligible to apply for a one time only longevity payment of $4,000.00. This payment will be paid out over a twelve (12) month period beginning with 2009-2010 fiscal year. Teachers who meet the qualifications in this paragraph must submit a letter of request of longevity payment by June 15, 2009 to the Superintendent.

33 A-2 This payment will be paid out over a twelve (12) month period beginning the next fiscal year. For a teacher who applies and is accepted in their 30th year shall be paid out in the next fiscal year prior to the end of the teacher's contract.

(2009)

DISTRICT TRANSITIONAL RETIREMENT

33 B The District Transitional Retirement Plan will be in effect for the 06/07,07/08 year.

33 B-1 Those officially retired form RE1J, licensed 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 with the exception of the following:

33 B-2 They will not move on the salary schedule, and will donate two (2) days toward membership in the sick leave bank, and will receive Compensated Leave as per Article 30.

33 B-3 The transitional employee shall receive a 30% bonus on said teacher's base salary for transitional year.

33 B-4. Transitional employment cannot be used in conjunction with the School District Retirement Plan. (Article 33)

33 B-5 Teachers who exercise the District Transitional Retirement Policy shall be paid as follows:

a. Regular salary based on salary schedule as said teacher's base salary for transitional year.

b. 30% bonus based on said transitional salary (at conclusion of the transitional year).

33 B-6 Teachers who qualify must have 15 continuous years in the district and 20 years in PERA. A letter of intent (Appendix E) shall be given to the Superintendent no later than March 1 for action prior to the next school year.

33 B-7 Letter of intent must be filed no later than March 1, 2008 to qualify for transitional retirement for the 08/09 school year.

33 B-8 After March 1, 2009 all transitional employment shall revert to Article 39.

(2006)

ARTICLE THIRTY-FOUR

STAFF REDUCTIONS

34-1 Teaching staff reductions may be made when necessitated by declining enrollment, budgetary constraints and program changes prior to the commencement of the school year for which the reduction is to take effect.

34-2 The effect of proposed staff reductions on accreditation requirements, District goals, State Department of Education Standards and recommended student/teacher ratios, shall be considered by the Board.

34-3 The Superintendent shall notify the faculty as soon as information indicating a need for staff reductions becomes available. The Superintendent shall make available all pertinent information supporting the need to reduce staff.

34-4 Normal attrition shall be considered prior to any staff reductions.

34-5 Where permitted by areas of licensure and need, the Board shall reduce part-time teaching positions prior to reduction of full time positions.

34-6 Where further staff reductions are necessary after fulfilling the staff reduction provision set forth above, reductions of other full time employees shall be considered.

34-7 Seniority, qualifications and licensure shall be used as the criteria for full time staff reductions. A seniority list of all licensed teachers included within the bargaining unit shall be prepared by the Superintendent's Office within twenty (20) days of the Board's announcement to reduce staff. A copy of such list will be provided to the Association.

34-8 The Board shall notify the faculty member affected by the required faculty reduction as early as possible, but no later than June 1 of the academic year. The reasons for this reduction shall be clearly stated and the faculty member shall be notified of his/her right to appeal as provided by the law. He/She shall also be informed of his/her seniority rights that enable the faculty member to be considered for other faculty assignments for which he/she is qualified. All such notifications shall be in writing.

34-9 Upon request of the faculty member affected by the staff reductions, the Superintendent shall investigate all possible assignments for which the faculty member may be qualified. If seniority, licensure and qualifications are in accord, the faculty member shall be reassigned to another position.

34-10 When positions again become available within the District, they shall first be offered to those faculty members whose contracts were canceled within the last twelve months and consistent with seniority, licensure and qualifications.

34-11 When a teacher is reemployed under the terms of this provision, any fringe benefits and all accrued benefits under the terms of this Agreement or by statue shall be restored to him/her.

34-12 Dismissals and staff reductions shall not be considered as changes in the negotiating unit.

34-13 No teacher staff reductions shall be made in the middle of the school year.

(97)

ARTICLE THIRTY-FIVE

INSURANCE PROGRAMS

35-1 The District agrees to furnish teachers the following insurance protection at a prorated amount equal to each teacher's contracted percent of the full-time equivalency. Teachers working under a part-time contract as of January 1, 2002 will maintain their current level of premium support from the District as long as they continue working at least half-time.

35-1-1 The District shall pay the full premium cost of $20,000.00 of term life insurance.

35-1-2 Starting in the 2000/01 school year, the District shall pay the prorated cost of a single health premium for every employee. Employees currently taking advantage of the present $176.00 benefit program listed in 35-1-3, will have the option of retaining it.

35-1-3 Effective January 1, 1991, the District shall contribute up to $176.00 per month per teacher to be applied to a benefit program in the District. A teacher may participate in any number of plans but may not exceed more than four (4) different billings.

The monies contributed by the District as set forth above may be applied to the following plans:

1. Health Insurance
2. Visual Care
3. Disability Income
4. Group Life Insurance
5. Tax Sheltered Annuity
6. Cancer Care

35-1-4 Additional insurance plans not currently adopted or utilized by District employees shall be eligible for payroll deduction.

35-1-5 Dental insurance will be investigated, and if a satisfactory plan is discovered, it will be implemented when one-third of the teachers sign up to participate.

35-2 The Board of Education is acting as a liaison agent for the teachers and does not assume any responsibility for providing insurance benefits if adequate notification and applications have not been received by the insurance company. Upon request, the Business Office will be available to assist a teacher in the processing of insurance problems.

35-3 Annually the Board of Education and the Gunnison County Education Association will establish the Insurance Committee, to review quarterly, current employee insurance benefits. The committee will make recommendations to the Board of Education on optional insurance benefits that will not bind either party according to Article 35-1. The committee will be composed of, but not limited to, representatives of the Association, administration and support staff. The Superintendent or his/her designee shall chair the committee.

35-4 In the event that physical examinations are required by the School District as a condition of employment, the School District shall be responsible for fees incurred by the employee of any physical examination required which are consistent with the purposes of the examination and performed by a local physician.

35-5 The Board has implemented and shall maintain a Section 125 Premium Only Plan in accordance with current Internal Revenue Service and Department of Labor rules and regulations. All teachers must elect to either participate or not participate in this Plan. This election can be changed annually during the Plan's "election period", which will generally be from September 1 through September 30.

(2004)

ARTICLE THIRTY-SIX

DUES DEDUCTIONS

36-1 The Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the members' dues in the Association, the National Education Association, and the Colorado Education Association where such dues deductions have been requested, in writing, by the individual members. The Board further agrees to have transmitted all such monies so deducted to the Association on a regular monthly basis.

36-1-1 Deductions referred to above will be made in equal installments each month for which payroll authorization is effective – September 1, through the next succeeding August 31st. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th prior to the distribution of the payroll form which the deductions are to be made.

36-2 The Association will periodically furnish the Superintendent with a list of all members who have authorized dues deductions. The Association shall also furnish the Superintendent with a dues deductions form properly signed by the member. Such forms shall remain in effect during the employment of the member until such time as revoked by the member under the following process:

36-2-1 any member may revoke his or her dues deduction authorization at any time during the school year in writing.

36-2-2 dues deduction authorization revocations should be sent to the Board with a collateral notification sent to the Association.

36-3 A member of the Association who resigns during the school year and who has authorized dues payroll deduction may receive the balance of his or her dues deduction due him or her.

ARTICLE THIRTY-SEVEN

TEACHER SALARIES

37-1 The salaries of all persons covered by this Agreement are set forth in the Appendices to this Agreement which are attached hereto and made a part thereof. Additional compensation shall be as specified in the Articles providing for such compensation and as indicated in Appendix B of this Agreement.

37-1-1 Teachers shall be paid monthly.

37-1-2 Teachers shall be paid through electronic fund transfer.

37-2 SALARY SCHEDULE – APPENDIX A

37-2-1 The salary schedule for all persons covered by this Agreement shall be as set forth in attached Appendix A of this Adopting Agreement.

37-2-2 Effective September 1, 2008, the BA minimum salary shall be $32,666.00

37-3 EXPERIENCE INCREMENT

37-3-1 The academic increment for each 10 hours earned beyond MA+30 shall be $950.00 effective September 1, 2008.

37-3-2 Effective September 1, 2001, the maximum number of vertical steps shall be as follows:

BA……4
BA+10……..5
BA+20……..6
MA……9
MA+10……10
MA+20……13
MA+30……18
MA+40……19
MA+50……24
Doctorate…24

37-3-3 The degree and hours listed above refer to semester hours.

37-3-4 Any individual holding an alternative and/or emergency license shall be placed and remain on the appropriate step of the BA column until a provisional/initial license has been obtained accompanied by official transcripts. Once the provisional/initial license has been obtained, horizontal movement on the salary schedule is allowed. If a teacher has a MA prior to professional license, then the teacher may move to the

appropriate step of the MA column after provisional/initial license is obtained, accompanied by official transcripts.

37-3-5 Graduate credit acquired prior to initial teaching license may not be used for salary placement. Once a teacher has the provisional/initial teaching license the teacher may begin the process of obtaining graduate credit for horizontal movement on the salary schedule.

37-4 HORIZONTAL/VERTICAL STEPS

37-4-1 The teacher may advance only ONE horizontal step each academic year. If enough graduate credit is earned in any given year to advance the teacher more than one horizontal step, that teacher shall automatically move a second horizontal step the next academic year. The only exception to this rule is in the event a teacher earns a Masters or Doctorate degree during a specific academic year (Aug/Sept./Aug/Sept.) he/she will move immediately upon completion of the requirements in Article 26-2-4.

37-4-2 Teachers shall receive educational increment credit as specified in Article 26, Professional Development, in this Agreement. Refer to Article 26-2-5.

37-4-3 Teachers will move one vertical increment at the beginning of each Academic year unless the maximum number of vertical steps per that column has been attained. Refer to Article 37-3-2.

* Those teachers located on the salary schedule at “BA+30 Qr/BA+20 Sm”, Step 6 on May 19, 1999, will be moved to “MA, Step 8”, if and when they earn the Masters Degree. This applies only to those members of the bargaining unit so designated in the previous sentence.

37-5 ACADEMIC INCREMENT

37-5-1 Effective July 1, 1994, an Academic Increment, which is an amount that is current with the adopted salary schedule, will be paid to classroom teachers for each fifteen (15) quarter hours or ten (10) semester hours of academic college credit obtained after the completion of a Masters Degree plus forty-five (45) quarter hours or thirty (30) semester hours. No teacher may advance more than one (1) academic step per year. If enough credit is earned in any given year to advance the teacher more than one (1) horizontal step, that teacher shall automatically move a second step the next academic year.

37-5-2 Teachers receiving academic increments and moving to Step18 MA+40 and Step 20 MA+50 semesters will have the payment for academic increments reduced by the first academic increment earned.

37-5-3 Prior experience of at least one (1) semester will be allowed toward placement on the salary schedule if the partial year of experience qualifies as a year toward non-probationary status. (2010)

37-6 DISTRICT CREDIT

37-6-1 The District Credit system is designed to provide a structure that will produce meaningful staff development geared towards accomplishment of district goals.

37-6-2 The credit structure is designed to support both the traditional higher education model and to address the need to make staff development opportunities available which are closely linked to school district goals and the Colorado state teacher professional standards, thus fostering a philosophy of choice and opportunity and to promote significant changes in student achievement.

37-6-3 The District Credit System will be a distinctive track using an invisible method of movement separate from the traditional salary schedule.

a. the credit offering will not be restricted to prescribed times, but will be offered when most appropriate.

b. instructors will receive two credits for each class taught.

c. credit units will be earned in single increments.

d. there will be a prescribed number of credits that will equal one vertical step movement. No horizontal movement will be granted using the “District Credit” system. Suggested number of single unit credits for one vertical movement = 10 District Credits.

e. this system allows for a teacher to move in both the approved salary schedule and the “District Credit” system simultaneously.

37-6-4 Participation in the “District Credit” system is voluntary.

37-6-5 Participating teachers must satisfactorily demonstrate to their supervisor/evaluator, either in writing or through observation, the application of the staff development received in a student instructional setting. Credit will not be given until this requirement is documented.

37-6-6 The system will have a committee composed of all site principals, five core area chairpersons, two non-core area chairpersons, and the Director of Curriculum and Assessment. The committee’s function will be to determine the areas of staff development for which the District will offer District Credit. This committee shall meet on an annual basis.

37-6-7 The 1999-2000 school year will be used to operationalize the concept. The credit system will be in effect as soon as it is deemed ready by the operationlizing parties. (2000)

ARTICLE THIRTY-EIGHT

DISTRICT BY-LAWS, POLICIES AND PROCEDURES

38-1 The Board shall provide the Association and each building with one (1) up-to-date copy of Administrative Regulations, By-Laws and Policies of the Board of Education of the Gunnison Watershed School District RE1J, and shall promptly provide copies of all revisions.

38-2 The Superintendent shall provide each Association Faculty Representative, a copy of any teacher handbook, and revisions of such handbook, used in the Representative's School.

(1996)

ARTICLE THIRTY-NINE

TRANSITIONAL EMPLOYMENT

39-1 Transitional employment cannot be used in conjunction with the School District Retirement Plan.

39-1-1 Those officially retired form RE1J, licensed 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 with the exception of the following:

39-1-2 No movement on the salary schedule, a donation of two (2) days toward membership in the sick leave bank, and receive Compensated Leave as per Article 30.

39-1-3 The transitional employment option will be available to employees each year unless staffing patterns or budgetary constraints prohibit the need for teaching positions.

39-2 A. Teachers who qualify must have 15 continuous year in the district and 20 years in PERA. A letter of intent (Appendix E) shall be given to the Superintendent by March 1 for action prior to the next school year.

39-2 A teacher must meet the following requirements to qualify for transitional employment:

a. notify the School District on or before March 1 of each school year preceding the transition year vial transitional employment application (see Appendix G)

b. the Board of Education will either accept or reject request for transitional employment no later than March 15th of each school year preceding the transitional employment.

APPENDIX B

ADDITIONAL COMPENSATION

B-1 EXTRA DUTY HOURS

B-1-1 The principal and/or his designee shall, prior to the inclusion of a new activity on Schedule B, write a job description, goals and objectives of each activity. These will be approved by the principal prior to extra duty assignments. The principal will annually evaluate the program and the sponsors of all the activities they supervise.

B-1-2 Those required and voluntary activities which shall not be additionally compensated are as follows:

Non-Compensated Required

Curriculum meetings	Special Education Staffing
Staff meetings	Individual Parent-Teacher Conf.
Grade Level meetings	Vocational Advisory Com. Mtgs
Department meetings	Back to School Night
Coaches meetings	Open House

B-1-3 Each year all Appendix B programs and sponsors will be evaluated at the building level by the principal or his/her designee. The job/program description will be reviewed by the sponsor at the beginning of the season and will be discussed with the evaluator during the evaluation at the completion of the program. Job and program descriptions and evaluations will be written on adopted district forms and will be kept on file at the building level by the administrator.

B-2 EXTRA DUTY DAYS

B-2-1 All extra duty days (any work day in addition to the contractual days, done at the request of an administrator) shall be compensated at the rate of 1/175th of the teacher's regular salary per day.

B-3 STIPENDS

B-3-1 Teachers employed in the District in the capacity of special education teachers, guidance counselors and librarians as of January 1, 1980, shall receive those stipends as set forth below. Teachers assuming said duties **after January 1, 1980,** shall not receive this stipend. The failure to pay said stipend to such teacher shall not be subject to grievance.

B-3-2 Guidance counselors shall receive a yearly stipend of $300.00

B-3-3 Librarians shall receive a yearly stipend of $300.00

B-4 HEAD TEACHERS

B-4-1 Head teachers shall receive a yearly stipend of $300.00

B-5 EXTRA CURRICULAR PAY SCHEDULE

B-5-1 An activity sponsor's salary shall be determined by his/her year of experience and the percentage level approved for that activity.

B-5-2 In determining pay for multiple sponsors for an activity, in which money is allotted for only one (1) sponsor, each person shall have his/her appropriate step divided by the number of sponsors of that activity.

B-5-3 Activities may be recommended to the negotiations teams for deletion from Appendix B by the Appendix B committee if they have not been filled for two (2) consecutive years.

B-6 NEW AND UNSPECIFIED EXTRA CURRICULAR ACTIVITIES

B-6-1 An activity not listed in "Appendix B" may be added to the schedule for the upcoming year with the approval of the principal and the Appendix B and Negotiations teams. Building principals should present the request, along with goals and objectives, a cost/benefit analysis and a student sign up, to the Appendix B committee for approval and determination of the appropriate level on the pay schedule for the activity sponsor(s). Activity sponsors may change levels on the pay schedule, based upon a recommendation by the business manager and through approval of the building principal and the Appendix B committee. All changes must be approved by the Negotiations teams.

B-6-2 When coaches or sponsors are needed beyond the specified number, they can be added on a make a case basis if the numbers warrant. A letter from the athletic director or principal requesting an additional person will be given to the business manager/superintendent prior to the season. All additional persons will be on a year-to-year basis, and a letter must be submitted for approval each year. The position will not be paid until the case has been made and the position has been approved for that year by the superintendent.

B-7 NON-SALARIED EMPLOYEES

B-7-1 Activity sponsors who are district employees, but receive an hourly wage rather than a salary, will receive their normal compensation for time away from their job duties, due to necessary preparation and/or travel.

B-8 EXPERIENCE INCREMENTS

B-8-1 Activity sponsors will receive one (1) year experience credit for each completed year of performance in an assigned duty – up to twenty (20) years.

B-8-2 Activity sponsors with experience beyond twenty (20) years will receive a salary equal to Step 20 in the appropriate level, plus 1% of the base salary for each year beyond twenty (20). (e.g. 23 years= Step 20 +3% of the base).

B-8-3 All years of experience within a given sport or activity shall carry over into a newly assigned position. Examples: transfers from middle school to high school and vice versa, assistant coach to head coach and vice versa, and freshman class sponsor to senior class sponsor and vice versa.

B-8-4 Employees without a current Colorado teaching license must be CHSAA certified to receive experience increments. (Does not apply to volunteers on $1 contracts).

B-9 MISCELLANEOUS

B-9-1 District scheduled school related activities, outside the contracted school day, will be compensated at the rate of $10.00 per hour, curriculum projects will be paid a stipend. A curriculum project is defined as district approved endeavor, which results in a tangible product.

B-9-2 The Appendix B committee will consist of the Business Manager, one principal, one or two school board members, one GHS teacher, one GMS teacher, one GES teacher and two CBCS teachers. Recommendations for this committee shall come from the GCEA president and Business Manager by September 15th of each year. This committee shall convene by March 1st to review and recommend necessary changes for the negotiations teams. Recommended changes shall be directed in writing to the Business Manager for the building administrators by February 15th to be presented to the Appendix B committee. This shall be in accordance with Article B-6-1.

(2007)

APPENDIX D

EVALUATION INSTRUMENT

Due to language contained in HB 1089, "teacher evaluation", the contract language pertaining to teacher evaluation must be modified. A committee consisting of three (3) teachers and two (2) administrators shall be convened by the superintendent no later than August 14, 1998, to review the language, as well as into our process and instruments, if appropriate. The committees' recommendations must be presented to the district Personnel Performance Evaluation Council (District Advisory Accountability Committee) for input as prescribed by state statute. The committee will then finalize its report and present it to the GCEA President and the Superintendent prior to the start of the 1998-99 school year. Representatives from both negotiating teams shall meet prior to September 15, 1998 to consider the report and its merit as a pilot program for the 1998-99 school year.

SITE-BASED MANAGEMENT

At the negotiating session to be held in the spring of 1999, both Negotiating Teams agree to discuss the concept of Site-Based Management. (The District may officially designate this concept by another phrase prior to next year).

SALARY SCHEDULE COMMITTEE

The Salary Schedule Committee shall convene initially prior to October 1, 1998, to study the concept of the "Gunnison Credit for Advancement/Compensation". The committee shall consist of three (3) representatives of the Association and three (3) representatives of the Board/Administration, to be selected by the President of GCEA and the Superintendent respectively no later than September 15, 1998. They shall draft contract language for consideration by the Negotiating Teams. The language shall address the points outlined below and shall be presented to the President of GCEA and the Superintendent no later than February 1, 1999.

Tasks:

1. Define and delineate Gunnison Credit
   - ♦value for time engaged and product produced
   - ♦standards based

2. Design how it is used for movement on the salary schedule
   - ♦inherent philosophy behind schedule; e.g., value of degree programs, including achievement on one, vs. indiscriminate accumulation of hours
   - ♦approval factor

3. Design how it applies toward benefit for those not able to advance horizontally on schedule
   - ♦what happens to current "academic increment"?

4. Determine how district makes it available
   - ♦common controlling factor for quality and rigor
   - ♦tied into advance approval

5. Determine when – if in 1998-99 – and how it becomes applicable

6. Other

(2000)

APPENDIX E-B

Application for District Transitional Retirement Plan

I _____, wish to apply for the District Transitional Retirement Plan as
(print full name)

outlined in Article 33 B on this date of March 1.

I also wish to apply for any sick leave buy back as per Article 30-5.

I verify that I have had continuous employment with the school district for fifteen (15) years. I verify that I have twenty (20) years in PERA.

I agree to work with the Business Manager to verify my employment and years in PERA.

_____ _____
Signature Date

Submit this application to the Superintendent on or before March 1.

*Expires March 1, 2008 (2006)

APPENDIX F

Application for Longevity: Submit application to Superintendent by March 1st.

I _____, wish to apply for the longevity payment as outlined in Article
(print full name)

33A on this date of March 1.

I verify that I have had continuous employment with Gunnison Watershed School District RE1J. I am checking the following item below that I meet the criteria for longevity pay as stated in Article 33A. I am in my:

_____ 20th year

_____ 25th year

_____ 30th year

I agree to work with the Business Manager to verify my employment. I will submit my application to the Superintendent on or before March 1st.

_____ _____
Applicant's signature Date

_____ _____
Superintendent's signature Date received

Approved by: _____ Denied by: _____
Superintendent Superintendent

(2009)

APPENDIX G

TRANSITIONAL APPLICATION

I, _____,elect to transition my employment with Gunnison Watershed School District RE1J at the conclusion of the current school year as outlined in Article 39 for the upcoming school year

___ Accepted	_____ Board of Education	_____ Date
___ Rejected	_____ Board of Education	_____ Date
___ Withdrawn	_____ Employee Signature	_____ Date

(2006)

APPENDIX H

Annual Application for Reimbursement of Unused Accumulated Annual Leave

I,_____, hereby apply for reimbursement of _____ accumulated annual leave days as outlined in Article 30-1-9. Application shall be filed not earlier than the last day of the school year and no later than June 15 of any given year. I will work with the Business Manager to verify I have more than seventy-five (75) days of accumulated annual leave.

Upon approval of reimbursement, you will be notified. Payment will be made outside of your regular payroll on the last pay period of the fiscal year. This payment is not PERA reportable, though all other applicable taxes do apply.

_____ _____

Applicant Signature Date

(2009)

APPENDIX I

Application for Reimbursement of Unused Accumulated Annual Leave upon Retirement

I,_____, hereby apply for reimbursement of _____ accumulated annual leave days as outlined in Article 30-1-10. I will work with the Business Manager to verify these accumulated annual leave days.

Upon approval of reimbursement, you will be notified. This payment is not PERA reportable, though all other applicable taxes do apply.

_____ _____

Applicant Signature Date

(2009)

MEMORANDUM OF UNDERSTANDING
Pertaining to

ARTICLE FOUR
of the
MASTER AGREEMENT

Between

THE GUNNISON COUNTY TEACHERS ASSOCIATION
and THE GUNNISON WATERSHED REIJ SD

1. For the 2003-04 contract year and beyond, modifications to contracted salary and benefits other than those noted herein will be begin at a date and time annually during the first week of October and no later than third week of October that is mutually agreeable to both parties.

2. All incremental salary schedule steps for training and experience will be granted for eligible teachers as per existing contract language.

3. The board and the association agree that after the adoption of the annual budget in the spring of each year and through the conclusion of negotiations in the fall.
    a. No new teacher positions paid for by general fund revenues will be added for the following school year to the approved FTEs unless called for by application of the board policy on Class Size and, only then if other viable alternatives, such as reassignment of available staff, have been explored and rejected;
    b. No new curricular, co-curricular, or extra-curricular programs that result in any additional general fund expense to the district will be added for the following school year;
    c. All positions that become vacant will be reviewed as to whether they will be filled and to what level. This review will be done by a committee that will consist of K-12 teachers within the corresponding subject area and administrators from sites potentially affected by a change in how the program might be delivered if a staffing change is called for. This review will occur as soon as possible after the vacancy is known. The final recommendation will rest with the site principal.

4. The board will make every effort in the future to maintain at least a comparable to past budgetary commitments to the funding of personnel compensation.

Gunnison County Teachers Association RE1J Board of Education

May 27, 2003

MEMORANDUM OF UNDERSTANDING

Pertaining to

ARTICLE 35-1-2
ARTICLE 13-1

of the

MASTER AGREEMENT

Between

THE GUNNISON COUNTY TEACHERS ASSOCIATION
and THE GUNNISON WATERSHED REIJ SD

- For the 2003-04 contract year only, the Gunnison county Education Association and the Board of Education for the Gunnison Watershed School District RE1J agree that the District will pay $331.03 towards the cost of a single health premium on Option I of Anthem Blue Cross. Each teacher employee will cover the remaining cost of the employee-selected premium. In the spring of the 2004 school year, both parties agree to negotiate in good faith and attempt to restore the full single premium cost within realistic budget parameters. The monies allocated in the Compensated Leave bonus buy back (III.d. p.73 $18,000) and the monies remaining in Teacher Travel (26-1 of the Master Agreement estimated at $5,000) will be reallocated to defray the cost to individual teachers. Specifically, these monies will be used to defray the cost of the October health insurance payment and the reduction of the teacher responsibility.

- Upon ratification by both parties, the contractual change in Article 13-1 will be effective immediately and apply to the 2003/04 school year, and subsequent years. Two teacher inservice days scheduled during January and February will convert to non-contractual days for the 2003/04 school year. All places in the Master Agreement will be reverted to 174 for returning teachers and 175 for new teachers.

- Article 35-3 will be discussed in spring 2004 negotiations with the expressed purpose of articulating the insurance committee processes in the selection of the health insurance package offered by the district.

- In addition, the health insurance committee will meet on a quarterly basis to discuss Blue Cross claims history and other pertinent information. The current health insurance committee's makeup will stay the same for the 2003/04 school year. The first quarterly meeting will commence in January.

Gunnison County Teachers Association RE1J Board of Education

November 4, 2003

Memorandum of Understanding
Pertaining to
Article Four of the
Master Agreement
Between
The Gunnison County Teachers Association and the Gunnison Watershed RE1J School District.

1. For the 2004-05 contract years, both parties mutually agree to meet during the first full week in October to discuss outstanding issues that pertain to the Master Contract.
   a. Definition of Break-in-Service (Article One)
   b. Teacher Evaluation Instrument (Article Twenty-four)
   c. Retirement Exit Plan (Article Thirty-three)
   d. Insurance Programs (Article Thirty-five)

2. All incremental salary schedule steps for training and experience will be granted for eligible teachers as per existing contract language.

3. For the 2004-05 school year, teachers' travel (Article 26-1) of $6,500 shall not be allocated.

4. Each teacher shall realize a furlough day, the final workday of the 2004-05 school year. This will cost teachers $25.00 per teacher per month equaling a total of $300 per teacher for the 2004-05 school year to be deducted from the teacher's individual salary.

5. For the 2004-05 school year, Appendix B shall be frozen.

6. For the 2004-05 school year, the district shall pay $331.03 towards the cost of health insurance.

_____	July 20, 2004	_____
GCEA	Date	School Board

Memorandum of Understanding
Between the Gunnison Watershed School District School Board
and the
Gunnison County Education Association

May 26, 2005

1. For the 05-06 contract year both parties mutually agree to a ˜bonus˜ pay to all current 04-05 teachers. This "bonus" shall be $450.00 gross salary for full time status staff and proportional amounts for part time staff. This shall be paid to all current 04-05 teachers upon the June 25, 2005 paycheck.

2. The parties agree to meet no later than October 25, 2005 to revisit the mineral lease and specific ownership tax monies collected for the 05 fiscal year. This does not guarantee a percentage increase of money for teachers. The outcome is contingent on the monies being projected in the 04-05 budget and the money collected.

3. The superintendent or his designee shall inform the GCEA president in a timely manner of the said mineral lease and specific ownership tax monies that have been allocated to the district.

4. Both parties agree to be fiscally responsible.

5. If said mineral lease and specific ownership tax money is available it would be paid in December of 2005 after formal acceptance of the audit.

6. If said mineral lease and specific ownership tax money is available it will be paid to the current 05-06 teacher staff.

7. The Board of Education and GCEA agree to form a 3x3 committee to discuss issues within the negotiated contract.

7A. The Board of Education and GCEA agree to keep the current language of Article 31, Item C as is for the 2005/06 school year; a sub-committee, appointed by the Superintendent and GCEA President, will work on the language for negotiations of 2006. This committee shall commence no later than September 15, 2005 and shall report to the first session, spring negotiation, of 2006.

8. The Board of education will make every effort in the future to make it a high priority to increase the funding of personnel compensation.

Board of Education President

GCEA President

Between the Gunnison Watershed School District School Board
and the
Gunnison County Education Association

May 18, 2006

The parties agree to the following:

1. A combination of CDE base funding and district enrollment projections(s) will be the starting point of the budget process for the salary schedule for the 07-08 budget.

2. A 3x3 committee (A standing committee comprised of 3 GCEA members and 3 district representatives) will discuss:
   a. Salary structure
   b. Salary recovery
   c. Track monies saved (in particular article 33)
   d. FTE/numbers
   e. Staffing patterns/class size
   f. Appendix B (i.e.: job postings)

3. The parties agree to meet no later than October 25, 2006 to revisit unexpected revenue sources (i.e.: mineral lease and specific ownership tax monies) collected for the '06 fiscal year. This does not guarantee a percentage increase of money for teachers. The outcome is contingent on the monies being projected in the 05-06 budget and the money collected.

4. The superintendent and or his/her designee shall inform the GCEA president in a timely manner of the said unexpected revenue sources that have been allocated to the district.

5. Both parties agree to be fiscally responsible.

6. The Compensated Leave discussion will continue in October 2006.

7. The current 05-06 FTE/Teacher count will maintain as is for the 06-07 school year.

9. The Board of Education and the Gunnison County Education Association will collaboratively draft and submit a joint press release, and will continue to foster accurate communication through the local media.

10. Article 26, Professional Development and Article 37, Salary schedules will be brought to the sub committee to present for the 2007 negotiations.

_____ _____

Board of Education President GCEA President

Memorandum of Understanding Between
Gunnison Watershed School District School RE1J Board
and
Gunnison County Education Association
April 17th, 2007

The parties agree to the following:

1. One professional day is added to the 2007-2008 school year prior to the start of school with the use to be determined by each site. This day is added with no additional per diem.

2. During the 2007-2008 school year a committee will be formed to research the feasibility of adding additional days to the calendar. The superintendent and G.C.E.A. president and or their designee shall appoint said committee by the first week of school.

3. During the 2007-2008 school year a committee will be formed to research options to the salary schedule. The superintendent and G.C.E.A. president and or their designee shall appoint said committee by the first week of school.

4. During the 2007-2008 school year a committee will be formed to communicate and track budget items and any anticipatory actions on the budget. The superintendent and G.C.E.A. president and or their designee shall appoint said committee by the first week of school.

5. G.C.E.A. and the board of education will work collectively to identify issues surrounding retention of staff in the district.

6. After the board of education has accepted FY06-07 audit, if mineral lease revenues exceed the budgeted FY06-07 of $230,000, than 50% of said increase will be distributed as a bonus equally to all returning teachers. Returning teachers are defined as teachers employed in 06-07 and returning for employment for 07-08.

7. A committee, formed by the 3x3 committee, will draft straw design language of Article 5 to report to spring of 2008 negotiations team.

_____ _____
GCEA President date Board President date

Memorandum of Understanding Between
Gunnison Watershed School District RE1J Board of Education
and
Gunnison County Education Association
April 29th, 2008

The parties agree to the following:

1. To meet better the educational needs in our district, and as part of the negotiated settlement on April 29, 2008, one permanent professional development day is added at per diem to the 2008-2009 school year, with use and timing to be determined by each site. To the extent it is economically viable and sustainable; the parties agree to add one contact and/or professional development day in 2010 and another contact and/or professional development day in 2011. This will result in the teacher contract year being 177 days by 2011. Implementation is referred to the calendar committee.

2. During the 2008-2009 school year, a committee will be formed to continue researching the feasibility and sustainability of adding contact and/or professional development days to the calendar to make recommendations to the 2009 negotiations and 2010 budget. The superintendent and G.C.E.A president and/or their designee shall appoint and charge said committee by the first week of school.

3. During the 2008-2009 school year, a committee will be formed to research options to the salary schedule to make recommendations to the 2009 negotiations and 2010 budget. The superintendent and G.C.E.A president and/or their designee shall appoint and charge said committee by the first week of school.

4. Both parties mutually agree that strengthening the compensation structure of the teacher's salary schedule is a high priority.

5. A combination of CDE base funding, district enrollment projection(s) and a review of the budget status will be fed into the budget process and brought to negotiations for salary and benefits for the 2009-2010 school year.

6. Both parties agree to be fiscally responsible.

7. A 3x3 committee is a standing communication and facilitation committee comprised of 3 GCEA members and 3 district representatives who meet at least one time per month during the school year and are charged with preparing for subsequent negotiations, addressing immediate concerns, and attending to contract issues which may include but are not limited to:

   - salary structure/salary recovery
   - tracking unanticipated savings, revenues and shortfalls
   - providing scattergrams of projected increases to the salary schedule prior to negotiations
   - FTE/numbers/source of funding
   - Staffing patterns/class size
   - Appendix B procedures (extracurricular activities)
   - Sick leave bank (see if other groups can join – e.g., classified/admin)
   - Article 5 (Grievance Procedure) – straw design continuing from 2008 negotiations
   - Developing graphic (visual) salary/benefits history
   - Joint communication to the staff on budget items and anticipatory actions on the budget

_____	_____	_____	_____
Superintendent	Date	Association President	Date

Gunnison Watershed School District RE1J Board of Education
and
Gunnison County Education Association
April 30, 2009

The parties agree to the following:

1. In an effort to improve communication during the development of the District Calendar, GCEA will create a permanent agenda item in their general meetings to hear a report on the Board of Education discussions about the District Calendar development process and related issues. The GCEA President or designee will communicate calendar discussion items to the teachers.

2. GCEA supports the Board of Education's commitment to implement a unified District Calendar for the 2010-2011 school year per Article 13-10.

3. The GCEA appointed Calendar Committee representatives will regularly provide information to and seek input from their constituents.

4. A 3x3 committee is a standing communication and facilitation committee comprised of 3 GCEA members and 3 District representatives who meet at least one time per month during the school year and are charged with preparing for subsequent negotiations, addressing immediate concerns, and attending to contract and other issues which may include but are not limited to:
    - preparing a straw design for Article 13-12 (formerly 13-13) to present at 2010 negotiations.
    - developing a written document and/or one or more straw designs that clarify the grievance process per Article 5 and communicating the grievance process to the parties involved.
    - charging sub-committee (including, but not limited to Kriste Lyon, Stephanie Juneau) to develop a written document and/or one or more straw designs regarding 30-1-9 and 30-1-10 to be presented at 2010 negotiations.

5. For the 2009-2010 contract year, negotiations for modifications to contracted salaries will begin after November 1, 2009 but no later than January 30, 2010 per Article 4-1.

6. All incremental salary schedule steps and academic increments will be granted for eligible teachers per Master Agreement.

7. All incremental salary schedule steps on Appendix B will be granted for eligible teachers per Master Agreement.

8. Requests already received per Master Agreement (B-5-3, B-6-1, B-9-2) for changes to Appendix B will follow the time line defined in number 5 of this M.O.U.

9. As information becomes available during the 2009-2010 fiscal year, the Business Manager will communicate all relevant information to the Association President in a timely manner.

10. Both parties agree to be fiscally responsible.

As of 01/13/2010

11. All incremental salary schedule steps and academic increments will be granted for eligible teachers per Master agreement for the 2009-2010 academic year.

12. All incremental salary schedule steps on Appendix B will be granted for eligible teachers per Master agreement for the 2009-2010 academic year.

13. There will be no changes to the base or to the cells of Appendix A. It will remain in effect as it was on 9/1/2009.

14. There will be no change to the base or to the cells of Appendix B. It will remain in effect as it was on 9/1/2009 with the exception of assignment changes as proposed, per January 13, 2010 negotiations.

15. Both parties agree to communicate openly and honestly with each other.

16. 3x3 will investigate the implications of a onetime addition to annual leave days.

APPENDIX A

TEACHER SALARY SCHEDULE - effective 9/1/09

BASE: $32,666 175 days returning teachers Academic Increment for MA+30 and beyond = $950
0% added to the base 176 days new teachers

Step	BA	BA+10 Sm	BA+20 Sm	MA	MA+10 Sm	MA+20 Sm	MA+30 Sm	MA+40 Sm	MA+50 Sm	DOC
1	32,666	33,608	34,455	36,150	36,997	37,844	38,692			41,631
2	33,608	34,455	35,303	36,997	37,844	38,692	39,539			42,478
3	34,455	35,303	36,150	37,844	38,692	39,539	40,386			43,325
4	35,303	36,150	36,997	38,692	39,539	40,386	41,233			44,173
5		36,997	37,844	39,539	40,386	41,233	42,081			45,020
6			38,692	40,386	41,233	42,081	42,928			45,867
7				41,233	42,081	42,928	43,775			46,714
8				42,081	42,928	43,775	44,622			47,562
9				42,928	43,775	44,622	45,470			48,409
10					44,622	45,470	46,317			49,256
11						46,317	47,164			50,103
12						47,164	48,011			50,951
13						48,011	48,859			51,798
14							49,706			52,645
15							50,553			53,492
16							51,400			54,340
17							52,248			55,187
18							53,095	54,036		56,881
19								54,884		57,729
20									55,825	58,576
21									56,672	59,423
22									57,520	60,271
23									58,367	61,118
24									59,214	61,965

GUNNISON WATERSHED SCHOOL DISTRICT RE 1J

APPENDIX B

EXTRACURRICULAR PAY SCHEDULE - effective 1/13/2010

Base = $2,448

Step	Level 1 - 1.0	Level 2 - .90	Level 3 - .80	Level 4 - .70	Level 5 - .65	Level 6 - .60
1	$2,448	$2,135	$1,958	$1,713	$1,591	$1,469
2	2,533	$2,279	$2,026	$1,773	$1,647	$1,520
3	2,619	$2,357	$2,095	$1,833	$1,702	$1,572
4	2,705	$2,435	$2,164	$1,894	$1,759	$1,623
5	2,792	$2,513	$2,234	$1,955	$1,815	$1,675
6	2,970	$2,673	$2,377	$2,080	$1,931	$1,783
7	3,072	$2,765	$2,458	$2,151	$1,997	$1,843
8	3,140	$2,826	$2,512	$2,198	$2,041	$1,884
9	3,209	$2,888	$2,567	$2,246	$2,086	$1,926
10	3,279	$2,951	$2,623	$2,296	$2,132	$1,968
11	3,351	$3,016	$2,681	$2,346	$2,179	$2,011
12	3,425	$3,083	$2,740	$2,397	$2,227	$2,055
13	3,501	$3,150	$2,800	$2,450	$2,276	$2,100
14	3,578	$3,220	$2,862	$2,504	$2,326	$2,147
15	3,656	$3,291	$2,925	$2,559	$2,376	$2,194
16	3,737	$3,363	$2,989	$2,616	$2,428	$2,242
17	3,819	$3,437	$3,055	$2,673	$2,482	$2,291
18	3,903	$3,513	$3,122	$2,732	$2,537	$2,342
19	3,989	$3,590	$3,191	$2,792	$2,593	$2,393
20	4,077	$3,669	$3,261	$2,854	$2,650	$2,446
	1-GHS hd football	1-GHS hd wrestling	1-GHS hd baseball	4-GHS asst football	3-GHS asst track	2-GMS hd football
	1-GHS hd GB-ball	1-GHS student council	1-GHS hd volleyball	2-GHS asst BB-ball	2-CBHS asst track	2-GMS hd volleyball
	1-GHS hd BB-ball	1-CBHS student council	1-CBHS hd volleyball	2-GHS asst GB-ball	1-GHS asst wrestling	2-GMS hd BB-ball
	1-CBHS hd GB-ball	1-GHS coed X country	1-GHS vocal music	1-CBHS asst BB-ball	3-GHS asst baseball	2-GMS hd GB-ball
	1-CBHS hdBB-ball	1-CBHS coed xcountry	1-GHS cheerleader	1-CBHS asst GB-ball	2-GHS asst volleyball	1-GMS hd wrestling
	1-GHS coed track		1-GHS hd sftbll	1-GHS drama	1-CBHS asst volleyball	1-GMS hd gymnastics
	1-CBHS coed track		1-CBHS head soccer	1-CBHS Drama	1-GHS asst X country	2-GMS hd coed track
			1-GHS hd swim	1-GHS band	1-GHS asst softball	1-CBMS hd soccer
				1-CBHS band	1-CBHS asst soccer	1-CBMS hd BB-ball
				1-GHS fall trainer		1-CBMS hd GB-ball
				1-GHS winter trainer		1-CBMS hd coed track
						1-CBMS hd volleyball
						1-GHS spring trainer
						1-GMS hd sci olympiad
						1-GMS athletic director
						1-GMS hd xc
						1-CBMS hd xc
						1-GHS science olympiad

GUNNISON WATERSHED SCHOOL DISTRICT RE 1J
EXTRACURRICULAR PAY SCHEDULE - effective 01/13/2010

APPENDIX B

Step	Level 7 - .50	Level 8 - .35	Level 9 - .20	Level 10 - .10	Level 11 - .05
			$490		$122
1	$1,223	$857	$507	$244	$126
2	$1,266	$886	$524	$253	$131
3	$1,309	$917	$541	$262	$135
4	$1,353	$947	$558	$270	$139
5	$1,396	$977	$594	$279	$148
6	$1,486	$1,040	$614	$296	$154
7	$1,536	$1,075	$628	$307	$157
8	$1,570	$1,099	$642	$314	$160
9	$1,604	$1,123	$656	$321	$164
10	$1,640	$1,148	$670	$327	$168
11	$1,676	$1,173	$685	$335	$171
12	$1,713	$1,198	$700	$342	$175
13	$1,750	$1,225	$716	$350	$179
14	$1,789	$1,251	$731	$358	$182
15	$1,828	$1,279	$747	$365	$186
16	$1,868	$1,307	$764	$373	$191
17	$1,909	$1,337	$781	$382	$195
18	$1,951	$1,366	$798	$390	$199
19	$1,994	$1,396	$815	$398	$204
20	$2,038	$1,426	1-GHS senior class	$408	1-GMS lit club
	2-GMS asst football	1-GMS band	1-CBHS senior class	1-GHS Freshman class	1-GHS peer tutors
	2-GMS asst volleyball	1-CBMS band	1-GWSD DAAC rep	1-GHS soph class	1-GHS art club
	2-GMS asst BB-ball	1-GMS vocal	2-GHS climbing wall	1-GHS NHS	1-GHS int'l club
	2-GMS asst GB-ball	1-CBMS vocal	1-GHS FBLA	1-CBHS NHS	1-GMS pep club
	1-GMS asst wrestling	2-GMS drama/musical	1-GCS beginning band	1-GHS stage tech	1-GHS environ club
	1-GMS asst gymnastics	1-GMS student council	1-GES honor choir	1-SAAC rep per site	1-GHS reading club
	2-GMS asst coed track	1-CBMS student council		mentor	1-CB spanish club
	1-CBMS asst soccer	1-GHS junior class		1- GES ski coord	1-CBCS ski program
	1-CBMS asst BB-ball	1-CBHS junior class			1-GES 5th grade ski
	1-CBMS asst GB-ball	1-GHS ffa			1-GHS future ed
	1-CBMS asst volleyball				1-GMS 6th grade ski
	1-GHS journalism				1-GES SLC
	1-GHS yearbook				
	1-CBHS yearbook				
	1-GHS knowledge bowl				
	1-GHS speech & debate				
	1-GMS asst sci oly				
	1-GCS asst. x-c				
	1-CBMS asst track coach				

GUNNISON WATERSHED SCHOOL DISTRICT RE 1J
EXTRACURRICULAR PAY SCHEDULE - effective 1/13/2010

Class sponsors and clubs are divided by number of sponsors
HS Drama productions are 1/2 per production
MS Drama productions are every other year
Stage tech is 1/2 per production
mentor is determined by number of new teachers