

COMPENSATION AND BENEFITS  
PROGRAM

for  
Certified Employees

Douglas County

School District

For the Period

July 1, 2012 through June 30, 2013

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COMPENSATION AND BENEFITS PROGRAM  
For  
CERTIFIED EMPLOYEES

This DOUGLAS COUNTY BOARD OF EDUCATION hereby establishes the following as its Compensation and Benefits Program ("CBP") for teachers who are employed by the Douglas County School District. ("School District," "District," or "the Board.")

I. DEFINITIONS

A. TEACHER . The term "teacher" as used herein shall refer to and include any licensed person who is employed to provide instruction, administer instruction, monitor instruction, or generally directs or supervises some aspect of the instructional program of the District. By definition, "teacher" shall include but not be limited to the following positions in the District:

- Classroom Teacher
- Specials / Elective Teacher
- Instrumental Music Teacher
- ESL Teacher
- Specialist (Math / Literacy)
- Gifted/Talented Teacher
- Itinerant Teacher (any teacher providing service at two or more sites)
- Waiver Candidate Teacher (after 90 days)

B. OTHER CERTIFIED PROFESSIONALS. This CBP also applies to the following positions in the District:

- Learning Specialist Teacher (moderate needs, SIED, SSN, DHH / TOD, visually impaired)
- Nurse
- Speech/Language Pathologist
- Audiologist
- Occupational Therapist
- Physical Therapist
- Social Worker
- Psychologist
- Counselor
- Library/Media Specialist
- Dean/Administrative Intern
- Building Resource Teacher
- Teacher of Special Assignment
- Coordinator 2 & 3

C. PER DIEM SALARY. "Per diem salary" in a given school year is the employee's salary divided by the number of contract days.

D. SCHOOL YEAR. The term "school year" shall mean the period beginning on the

1<sup>st</sup> day of July and ending on the 30<sup>th</sup> day of June.

E. HEADINGS. Any heading preceding the text of the articles and sections herein is inserted solely for convenience or reference and shall not constitute part of this document, nor shall it affect the meaning, construction or effect of any of the articles and sections of this CBP.

II. INFORMATIONAL MATERIAL.

- A. BOARD MEETING AGENDAS. An advance copy of the agenda for each meeting of the Board of Education will be posted at the School District offices, if available, at least twenty-four (24) hours prior to the meeting.
- B. EXPLANATION OF BENEFITS. The School District will provide information explaining employee benefits available for teachers via the District's website
- C. BOE/ADMINISTRATIVE POLICY INFORMATION. The District will publish through Board of Education minutes and/or on the District's website any Board and Administrative policy changes. The Board and/or Superintendent may seek the input or feedback of a representative group of teachers prior to final adoption of any such policy changes by the BOE and/or Superintendent.

III. PERSONNEL RECORDS. All official personnel records of teachers shall be maintained in compliance with the following requirements.

- A. MATERIAL IN FILES. Only material directly related to professional development and performance shall be placed in the file. No anonymous communications shall be included in the file.
- B. PRINCIPAL'S WORKING FILES. These files include information that a principal or assistant principal gathers on an ongoing basis that might be used in conferring with teachers, or as part of a formal evaluation document. This information will be purged unless referenced in the year-end evaluation document. If so used, it will be kept in the official file and a copy will be provided to the teacher. Teachers may access this file upon a seventy-two (72) hour notice to the principal. A letter of concern or other documentation may only be retained if referenced in the year-end evaluation documents.
- C. OFFICIAL FILES. Only one (1) official personnel file shall be kept for each teacher and it shall be kept at a central place. No derogatory material shall be placed in the file unless the teacher acknowledges that he/she has read the material by affixing his/her signature on the file copy of the material, it being understood that such signature merely signifies that the teacher has read the material to be filed, and is not an indication that the teacher agrees with its content. If a teacher refuses to sign, or fails to sign within ten (10) days after notice to him/her, the material may be filed with a notation thereon that the teacher was given an opportunity to sign and refused or failed to sign. The teacher shall have the right to file a written reply to any material in the file. Material furnished by the teacher and copies of correspondence addressed to the

teacher shall not require the teacher's signature.

- D. ACCESS TO OFFICIAL FILES. Upon request, a teacher shall be given access to his/her own personnel file without delay. The teacher shall have the right to be provided with copies of any material in his/her official personnel file, except letters of reference, at his/her expense. The District may charge a reasonable fee for copies of file contents.
- E. REMOVAL OF MATERIAL. All material in a teacher's official personnel file which is false or unrelated to his/her professional development and performance shall be removed.

#### IV. TEACHER HOURS and TEACHING DAY

##### A. WORK YEAR.

1. The contracted work year for teachers shall be 186 days for beginning teachers, and 185 days for returning teachers. Up to 180 days may be scheduled (or re-scheduled because of school cancellation) as pupil contract days. Teachers new to the School District will attend one (1) additional day of orientation.
2. During each fiscal year of this CBP, this section is subject to adjustment pursuant to C.R.S. 22-44-115.5, or any revision thereof. During any contract year, any reduction of the work year will be determined consistent with that section. In the event of salary reduction, the Board shall reduce the salary of all personnel within the District on a proportional basis. Any work year reduction shall be equitably applied to all personnel.

B. WORK WEEK. Teachers shall be available for assigned duties thirty-seven and one-half (37½) hours during each full calendar week that schools are in session.

C. WORK DAY. The regular working day shall consist of seven and one-half (7½) consecutive hours, including a duty-free lunch period of twenty-five (25) minutes, not including passing time. Teachers are expected to attend meetings scheduled during the regularly scheduled workday. Any absence from such meeting(s), unless excused by the principal, shall be considered absence without leave. Service on committees that meet beyond the seven and one-half (7½) hour day is voluntary.

D. SUPERVISORY DUTIES. The District recognizes that as professionals, the primary responsibility of teachers is the education of students. However, teachers may be assigned to non-instructional supervisory and student activity assignments during the regular school day, but shall be equitably distributed within each building.

E. OTHER TIME RESPONSIBILITIES. The District recognizes that there are other responsibilities beyond the regular workday and the duty hours specified above which are incidental to the practice of the teaching profession. These responsibilities cannot be quantified in terms of time, and teachers do not receive additional compensation for them.

F. INSTRUCTIONAL DUTIES.

1. Secondary teachers may be assigned to instruct students for 280 minutes of any regular working day.
2. Secondary teachers may be assigned to instruct students for an additional twenty (20) minutes during any regular working day, provided that a plan for use of such time is approved by the principal and a majority of the department chairpersons in the school.

G. CLASS SIZES.

1. Elementary Schools

- a. In grades K-2, at least one (1) hour of instructional aide time (or support teacher) per day when classes exceed thirty-two (32) students. In grades 3-6, at least one (1) hour of instructional aide time (or support teacher) per day when classes exceed thirty-five (35) students. When combination classes occur, the teacher shall be provided with one (1) hour of instructional aide time (or support teacher) per day when such classes exceed more than twenty-six (26) pupils. School principals are expected to assign students to classes using adequate teacher allocations to maintain effective class size.

2. Secondary Schools

- a. Whenever a secondary teacher's load exceeds 180 students for any period of thirty (30) days and his/her load cannot be reduced by student schedule changes, then he/she will be provided with the following assistance, unless his/her load is reduced to 180 students or less at the end of the thirty (30) day period.
- b. In secondary schools, at least one (1) hour of instructional aide time (or support teacher) per day when student load exceeds 180 students.

H. PLANNING TIME.

1. Elementary teachers shall have at least forty (40) continuous minutes of duty-free planning time during each regular workday. School Principals are expected to make appropriate re-assignments within the school to allow for continuous forty (40) minute planning period each day.
2. Secondary school teachers shall have a time equivalent to one (1) instructional period set aside for planning and conference. However, when special schedules are in effect, planning and conference time should average the equivalent of one (1) instructional period per day.
3. Nothing in this section shall preclude any teacher and the administration from agreeing on additional planning time.

Comment [RSR1]: CHRIS?

I. CLASS COVERAGE. In the event the District, after a good faith effort, is unable to hire a substitute for a classroom teacher and is unable to find teachers within the building to volunteer to cover classes during their preparation periods, the following procedure will be followed:

1. The building administration will first check any substitutes currently in the building to see if their planning time allows them to cover a class.
2. The building administration will assign a staff member on a non-voluntary basis to cover the class. The selection will follow guidelines established at each school and will be made without prejudice. All certified staff, including principals and counselors, will be equal participants in their school's emergency class coverage plan.
3. All schools shall have an emergency class coverage plan available and on file with the school administrator.

J. LEAVING WORK DURING THE SCHOOL DAY. Teachers are expected to remain at the building(s) to which they are assigned during the normal work day unless they have made prior arrangements with the principal.

K. EMERGENCY SCHOOL CLOSINGS. When school is dismissed early due to emergency conditions such as water or power failure, severe storms and the like, teachers will be permitted to leave the building to which they are assigned after students have left the building and the teacher's presence is no longer necessary for the welfare of the students.

V. OTHER TEACHER WORKING CONDITIONS

A. FACILITIES IN SCHOOLS

1. Telephone. A telephone shall be made available in each building for the use of teachers in making and receiving telephone calls to parents and others as necessary in the performance of their duties. To the extent permitted by the physical layout of the building, the telephone will be located in a place that affords the teacher privacy.
2. Storage. Each teacher shall be provided secure facilities adequate to store personal belongings and instructional materials which require security, but the School shall not be held to be the insurer of teachers' belongings stored in such facilities. Upon request, teachers will be provided a key to such locked facilities and the School District agrees that no persons other than those to which the space is assigned may enter such locked facility except in emergencies when the teacher is absent from school.
3. Other Facilities. Teacher restrooms, a faculty lounge, and workroom will be provided in all buildings constructed or remodeled after the date of this CBP. Present facilities will be continued and remain available to teachers, except in emergency situations.

4. Equipment and Materials.
  - a. Materials necessary to the use of equipment necessary to prepare instructional materials will be made available to all teachers within budget limitations.
  - b. Reasonable rules and regulations governing the use of such equipment and supplies may be promulgated by the appropriate administrator.
- B. SCHOOL FACILITIES. When a problem arises pertaining to room temperature, transition between tracks (in year-round schools), custodial assistance or storage, School Principals are expected to take reasonable steps to alleviate the hardship
- C. MULTI-TRACK SCHOOLS. Teachers in multi-track schools who are authorized in writing by the principal will be compensated at the extra-duty rate for all time worked outside the normal work week to facilitate a smooth transition between tracks.
- D. REFERRALS TO THE PRINCIPAL. A student shall be referred immediately to the principal or the appropriate building administrator for:
  1. Willful disobedience or open and persistent defiance of proper authority;
  2. Willful destruction or defacing of school property; or
  3. Behavior that is detrimental to the health, safety, welfare, morals, or education of others.

Whenever such infractions occur (and if requested by the principal), the teacher who refers a student will furnish the principal with written details of the situation as promptly as his/her teaching duties allow:

- a. Upon the first (1<sup>st</sup>) referral, the principal shall meet with the teacher and student to determine the measures to be taken prior to re-admittance of the student to the teacher's class, and possible measures to be taken in the event of future infractions.
- b. Upon the second (2<sup>nd</sup>) referral of the pupil by the same teacher, the principal will meet with the teacher to determine if and how the parents are to be notified and other disciplinary action to be taken. The principal shall record the disciplinary action taken.
- c. In the event a teacher subsequently refers the same student to the principal's office during the same academic year for the same or similar disruptive conduct, the principal shall request a parent conference and consider temporarily suspending the student from school, recommending expulsion for the remainder of the academic year, or other actions available to him/her.
- d. Upon the fourth (4<sup>th</sup>) referral by the same teacher, the teacher may request a meeting with the Superintendent and the principal to discuss further action.

- E. REPORTING TO THE SUPERINTENDENT'S OFFICE. Whenever a teacher is required to report to the Superintendent's or the Superintendent's designee's office for disciplinary reasons, the teacher may request that he or she be accompanied by a fellow teacher or HR representative.
- F. ASSIGNMENTS. Teachers interested in changing their grade level, team or course assignments for the coming year must notify their principal in writing by March 1<sup>st</sup> of each school year. In making assignments, the principal shall give consideration to but not be bound by such requests.
1. Assignments shall be given to teachers no later than May 20<sup>th</sup> of each school year.
  2. A teacher who questions his/her assignment may meet with the principal or assistant principal for the purpose of discussing the matter. This meeting shall take place before June 1st of that school year.
  3. If a situation develops which would make it necessary to change a final assignment prior to the opening of school, the changes and reasons for the changes shall be given or mailed to the teacher within forty-eight (48) hours of the actual time of the change.
- G. JOB SHARE. Whenever two teachers desire to engage in a job share, they may propose such arrangement to the building administrator, provided the total cost to the District of the salary and benefits for both employees shall not exceed the cost of the senior employee, were they working full-time. Employees interested in a job share must develop an annual plan that is educationally appropriate, and secure the agreement of the building principal which shall not be unreasonably denied. The plan should include a description of how the time will be handled. If for any reason the principal feels that the plan would harm the educational opportunities of the children, or works a hardship on administration or other staff members, he/she need not approve the job share plan and it will not be implemented. The job share plan may be submitted for review and approval to the principal at any time during the year when change to such a plan may be appropriate.

A teacher participating in a job share arrangement will retain any teacher status including *pro-rated* salary and benefits attained prior to undertaking a shared time assignment.

A teacher participating in a job share arrangement will be guaranteed a full-time position in the same school for no longer than three (3) years, providing a vacancy exists for which they are qualified.

H. ASSISTANCE FOR TEACHERS WITH LARGE CLASSES

1. Elementary Schools. Whenever elementary classes exceed the limits specified below for any period of thirty (30) calendar days, the teacher so affected shall have fifteen (15) calendar days to file a letter with the building principal claiming that a hardship exists. If the principal determines that a hardship exists, the building's aide hours will be re- assigned by the principal to provide the following assistance, unless the size of such classes are reduced to the limits specified below or fewer at the end of the 30-day

Comment [RSR2]: WHAT GOES HERE?

period:

- a. In grades K-2, at least one (1) hour of instructional aide time per day when classes are twenty-eight to thirty (28 - 30) pupils, and one (1) full-time instructional aide, or a part-time teacher when classes exceed thirty (30) pupils.
  - b. In grades 3-6, at least one (1) hour of instructional aide time per day when classes are twenty-eight to thirty-two (28-32) pupils, and one (1) full-time instructional aide or a part-time teacher when classes exceed thirty-two (32) pupils.
  - c. Exclusive of designated combination schools, when split classes occur, the teacher shall be provided with one (1) hour of instructional aide time per day when such classes are larger than twenty-two (22) pupils.
2. Secondary Schools. Whenever a secondary teacher's load exceeds one hundred-fifty (150) pupils for any period of thirty (30) days and his/her load cannot be reduced by student schedule changes, then he/she will be provided with the following assistance, unless his/her load is reduced to one hundred-fifty (150) or less at the end of the thirty (30) day period:
- a. For 151 to 160 pupils, one (1) hour per day of instructional aide assistance.
  - b. For 161-171 pupils, two (2) hours per day of instructional aide assistance.
3. It is recognized that these limitations do not apply to subject areas such as music, band, orchestra, and physical education; however, these standards are not intended as maximums, and more aide time may be assigned where approved by the principal.
- I. EDUCATIONAL MATERIALS. When it becomes necessary for a teacher to purchase educational materials that are not provided by the school and said teacher has prior approval from his/her principal, the school shall fully reimburse the teacher immediately when presented with a receipt.
- J. STUDENT TEACHERS. Student teachers shall be approved by the principal and assigned on a voluntary basis to regular teachers, or teachers with a minimum of five (5) years of teaching experience.
- K. STUDENT DISABILITIES. Teachers shall be provided the reported and legally disclosable health and physical disabilities information on students in their classes. Teachers shall also be provided training and aid, as specified in the student's Individualized Education Program (IEP) to deal with the severely handicapped.
- L. PROFESSIONAL DAYS. The Board shall encourage employees to attend professional meetings, workshops, classes, conferences and conventions. Teachers assigned to a particular school will be treated equitably with regard to

reimbursement for expenses incurred in attending approved professional activities.

M. DAYS WITHOUT STUDENTS. Teachers in traditional calendar schools will have the following days without students within the designated school year to be used for working on report cards/progress reports and preparation for the next grading period:

1. One half-day (1/2) at the end of the first 9-week (or 12-week) grading period;
2. One full-day (1) at the end of the first semester;
3. One full-day (1) at the end of the third 9-week or (second 12-week) grading period; and
4. One half-day (1/2) at the end of the school year.
5. The Board may use one half-day (1/2) of this time for building level in-service training for teachers; the agenda to be determined by building leadership, inclusive of teacher input.
6. All teachers on the traditional schedule shall have one full-day (1) without students at the beginning of the school year for planning and preparation.
7. Teachers will receive two days (2) compensatory time per year for time spent in parent-teacher conferences.
8. Schools that modify calendars will receive the equivalent amount of time within the designated school year, to be used for working on report cards/progress reports and preparation for the next grading period.

N. INSTRUCTIONAL SUPPORT. All certified and non-certified services shall be provided to schools on modified calendars.

O. DEPARTMENT CHAIRPERSONS. When Human Resources agrees on the need to designate a Department Chairperson position, such a position may be established.

1. In each middle school and senior high school, the teachers in a department shall provide input into the selection of the Department Chairperson. A job description regarding the Department Chairperson's tasks and overall responsibilities shall be developed by and reside in the Human Resources Department. A copy will be sent to each secondary building. Department Chairpersons shall not be considered administrative employees, nor shall they rate or evaluate teachers.
2. Department Chairpersons shall be paid negotiated rate for their position.
3. In schools where teacher and administrative teams agree to organize in other than a departmental configuration, or in combinations of

departmental or other configurations, they may seek the support of the appropriate Assistant Superintendent or designee who will recommend the

alternative plan to Human Resources. Alternative plans may include, but are not limited to: team leaders, head teachers, grade level leaders, or any such persons who have coordinating and planning functions in lieu of Department Chairpersons. These individuals will be paid the negotiated rate established for Department Chairpersons. The total amount paid for these positions in secondary schools may not exceed the amount that would have been expended for the approved number of Department Chairs for that building.

4. Department chairs may qualify for additional compensation through performing agreed upon responsibilities in excess of the Department Chair job description. Any site requesting such additional compensation must apply to the Department of Human Resources for approval. The funding for this program will be determined by the District..
- P. LIBRARY MEDIA SPECIALISTS. Every junior (middle schools) and senior high school shall be staffed with a full-time Library Media Specialist. Elementary school libraries should be supervised and available to students during the school day.

#### VI. TEACHER EVALUATION

- A. PROCEDURES. Evaluation of a teacher's performance shall be conducted in accordance with procedures approved by the Board. During the first four (4) weeks of the school year, the principal of each school or other administrative evaluator will advise all teachers to be evaluated as to the evaluation procedures to be used, the number of observations and evaluations to be made during the school year, the timing of those observations and evaluations, and the specific persons who will or might act as evaluators. All teachers will be subject to DCSD evaluation procedures.
- B. OBSERVATIONS. Monitoring or formal observations of teacher performance incident to the evaluation process shall be conducted with full knowledge of the teacher.
- C. REPORT. Teachers will be given a copy of every evaluation report and shall be entitled to request a conference with the evaluator prior to submission of the report to the teacher's Central Office File.
- D. EVALUATION APPEALS: The District will have an appeal process for hearing and ruling on appeals of summative evaluation ratings by non-probationary teachers.
- E. NO CHANGES IN PROCEDURES DURING SCHOOL YEAR. Evaluation procedures approved by the Board shall not be changed during any school year. Changes for subsequent years shall be made before August 15<sup>th</sup> of such years.

F. CHANGES IN PROCEDURES. The District may consult with a representative group of teachers to review and recommend revisions in evaluation procedures.

G. COMPLAINTS AGAINST TEACHERS. A teacher's official evaluator shall work with the teacher to address the concerns of a specific individual about a teacher's performance. The goal is to maintain professional relationships and support teacher performance, while remaining responsive to the community. Complaints by an individual other than the evaluator shall not be used in the evaluation process unless the following conditions have been met:

1. When possible, the complaint should be in writing. If this is impossible, the evaluator shall reduce the complaint to writing and paraphrase the issues as specifically as possible. A complaint is not data or information solicited by a school administrator for the purpose of investigation or evaluation.
2. The evaluator will review the written complaint with the teacher within five (5) school days and provide the teacher with a copy of the written specifics.
3. The complaints must correlate with the professional indicators for teachers within the Douglas County School District Evaluation Guidelines.
4. The evaluator shall investigate the complaint and determine that the complaint is inconclusive, valid, or invalid. The evaluator shall provide the teacher with a written record of their determination in a timely manner.
5. Records of complaints found invalid or inconclusive will be purged from the teacher's file. Records that the District reasonably believes need to be kept to protect the District from possible litigation (i.e., sexual harassment, child abuse, reckless endangerment) will be forwarded to a central file in the Human Resources Office. Such records will not be used in the teacher's evaluation or included in his/her permanent files.

VII. VACANCIES and NEW POSITIONS.

A. POSTING. Vacant positions and new positions if not being filled by a teacher returning from leave or by an involuntary transfer, shall be posted as follows:

1. All vacancies occurring prior to the school year which are to be filled by a contracted teacher shall be posted for at least ten (10) consecutive working days. All vacancies occurring during the school year shall be posted for a period of at least five (5) consecutive working days. The posting shall specify the requirements and qualifications for the position. Positions filled with a substitute or 1-year contract teachers shall be posted again for the next school year if the position becomes a continuing contract.
2. All postings as described above shall be made by posting on the

School District's Human Resources Department website.

B. VOLUNTARY TRANSFERS. The District supports and encourages the efforts of our valued employees to secure new positions through the voluntary transfer process. We believe that such opportunities for professional growth benefit both the teacher and the District.

1. A teacher must be compliant with "No Child Left Behind" requirements to apply for transfer. To be considered for transfer, a Transfer Request Form must be completed and sent concurrently to the school principal and Human Resources Department prior to the posted closing date for the position.
2. The teacher requesting transfer must provide Human Resources and the hiring administrator the following:
  - a. A copy of the Transfer Request Form;
  - b. A cover letter;
  - c. A current resume.
3. After May 15 of each school year, voluntary transfers between schools will require the consent of both building principals. Guidelines for Voluntary Teacher Transfers:

Exceptions: Teachers will be eligible to transfer or apply for positions under the following conditions, regardless of the proximity in time to the start of the school year:

- a. The position increases or decreases entitled FTE;
  - b. The position is outside of the conventional classroom or a new job classification (TOSA, BRT, Dean, Administrative Intern, Counselor, etc.).
4. District teacher applicants who meet the minimum qualifications set forth in the posting will be screened.
  6. Any teacher who has applied for a voluntary transfer in accordance with this Article and who has not been selected, will be promptly notified. If the teacher submits a written request, reasons for not being selected will be provided.
  7. No more than one-third (1/3) of the teaching staff may receive voluntary transfers out of an existing building in one (1) school year.

C. INVOLUNTARY ADMINISTRATIVE PLACEMENT. A teacher may be transferred from one school or position within the School District to another by the Superintendent for up to one year in order to meet the educational needs of the School District. Written notice of involuntary transfer explaining specific reasons for the change shall be provided to the teacher at least thirty (30) days prior to the effective day of the transfer.

D. TEACHER DISPLACEMENT, REASSIGNMENT OR INVOLUNTARY TRANSFERS DUE TO CHANGES IN PROGRAM, STUDENT ENROLLMENT OR FISCAL REDUCTIONS.

1. DISPLACEMENT. A non-probationary teacher may be transferred from one school or position within the School District to another when programs are moved or modified, when student enrollment changes, or when fiscal reductions necessitate staff downsizing.
2. When making the decision to displace teachers, the site administrator or his/her designee will determine which teacher(s) shall be displaced based on the teacher receiving a satisfactory performance/effectiveness rating on their most recent evaluation, program needs at the site, and the best interests of the students.
3. After the decision is made, the site administrator must provide the teacher written notice explaining specific reasons for the involuntary transfer.
4. After notice of displacement/involuntary transfer has been provided to a teacher, the teacher will be provided with an online list of all open positions for which she/he may be qualified to teach. All displaced teachers will be eligible to apply for a voluntary transfer to positions for which they are highly qualified to teach. Displaced teachers who are selected for such positions through the voluntary transfer process will have met the requirements under CRS 22-63-202 and will maintain their status.
5. Mutual Consent. In the event the teacher does not find a position through the voluntary transfer process, the teacher will become part of a priority hiring pool. Such teachers will be provided with a list of available positions for which they are highly qualified to teach. Such teachers will be interviewed by the principal and two building teachers designated by the staff. The hiring manager must agree to accept the displaced teacher in the position, and the displaced teacher must agree to accept the position. The teacher must accept the offered assignment within five (5) working days. Displaced teachers who are selected for such positions through the voluntary transfer process will have met the requirements under CRS 22-63-202 and will maintain their status. If the teacher declines the assignment, the obligation of the District to reassign the teacher will end. Refusal to accept an assignment will be considered notification of resignation from the District, effective at the end of the current school year.
6. Direct Reassignment. In the event the teacher is not accepted through the mutual consent process, the Superintendent or designated Human Resources Officer, may directly reassign the teacher to an available position for which the teacher is highly qualified for a period of no more than twelve months. The teacher must accept the offered assignment within five (5) working days. If the teacher declines the assignment, the obligation of the District to reassign the teacher will end. Refusal to accept a direct reassignment will be considered notification of resignation from the District, effective at the end of the current school year.

7. Unpaid Leave of Absence. Non-probationary teachers who have not found a new assignment through the voluntary transfer process or mutual consent process after a period of twelve months or two hiring cycles, whichever period is longer, will be placed on unpaid leave.
8. Return to Position. If a non-probationary teacher has been displaced from a building for reasons other than documented performance concerns, and a position in that building in the content area for which the teacher is highly qualified becomes available within the same calendar year of the displacement, the teacher shall be considered for the position. If the teacher is not selected for the position by the building administrator, the teacher may, request a review of the decision not to select the teacher for the position. This review shall be by the Superintendent or designee(s). Any recommendation resulting from this review shall be final.
9. Rehire. Any non-probationary teacher who is displaced and placed on unpaid leave from the District as part of a general or program RIF will be placed on a Priority Hiring List for a period of two (2) years from the effective date of the lay-off. All such teachers on a priority hiring list will be screened for each position for which they are highly qualified. The District will post all open positions on the District website. Such teachers will be eligible for rehire so long as they have maintained an active application in the District's electronic application system and follow all procedures required by the application process and meaningfully participate in the interview process.
10. If a teacher is rehired after being displaced and placed on unpaid leave, all benefits accrued at the time of the lay-off will be restored. Knowledge level and evaluation level assignment will reflect the experience of the teacher prior to the lay-off. All other benefits will follow the same conditions as applied to leave of absence status.
11. Waiver of Mutual Consent Provision. The provisions in this CBP for mutual consent process and direct reassignment of teachers may be waived through the mutual agreement of the District and the teacher.

E. TEACHERS ON SPECIAL ASSIGNMENTS. Teachers On Special Assignments (TOSA's) will retain their contractual rights as defined in this CBP. TOSA's have specialized expertise, are resources to the system, and can be utilized in a variety of capacities including, non-evaluative coaching, demonstration teaching, curriculum coordination and dissemination, and administrative support. Licensed personnel who accept TOSA positions do so under the following conditions:

1. TOSA's who work extended days beyond their contract will be compensated at their per diem daily rate of pay. No TOSA contract shall exceed 186 days. Compensation is in accordance with Market Rate guidelines.
2. TOSA's will be evaluated using a predetermined customized tool, or if one is not available, the most appropriate tool that closely matches the job description will be utilized.
3. TOSA positions will be special assignments for one year. Should a TOSA position be eliminated, the teacher will be involuntarily transferred into

another position for which she/he is qualified. Return rights for TOSA positions will follow the guidelines for extended leaves of absence. Probationary status TOSA's will have the same rights to reemployment as any probationary teacher.

4. TOSA one-year contract positions may be renewed on an annual basis.
  5. Prior to creating a TOSA position, a job description must be approved by the Human Resources Department.
- F. **NEW HIRING.** Posted vacancies in the unit shall be filled with the best qualified teacher applicant from those teachers requesting voluntary transfers and new hires.
1. The best qualified teacher shall be the person best able to perform the duties of the position to be filled as determined by the administrator in charge of filling the vacancy. The vacancy should not be filled until the administrator has had the opportunity to consult with the hiring team. Such consultation shall not be binding on the administrator.
  2. District teacher applicants who meet the minimum qualifications set forth in the posting of the vacancy will be screened for the position.
- G. **REDUCTION IN FORCE (RIF).** RIF may take place when the Board of Education decides that a financial exigency exists or is to occur during the next fiscal year, or a program change is to be made which requires the cancellation of one or more teaching positions.
1. The consideration of probationary and non-probationary status and the number of years a teacher has served in the District will only be considered after the consideration of the teacher's evaluation and effectiveness rating as regards classroom instruction and multiple measures of student performance. Therefore, the contracts of probationary teachers may be cancelled if it is determined by the District the displaced non-probationary teacher's effectiveness rating is equal or superior to the probationary teacher whose contract is to be cancelled and only if the contract cancellation is in the best interest of students enrolled in the District. Regular teachers affected by a program RIF will have a right to continued employment if they hold certification and are endorsed for programs continuing in the District and find a position through the mutual consent process.
  2. **Rehire.** Any non-probationary teacher who is displaced and placed on unpaid leave from the District as part of a general or program RIF will be placed on a Priority Hiring List for a period of two (2) years from the effective date of the lay-off. The District will post all open positions on the District website. Such teachers will be eligible for rehire so long as they have maintained an active application in the District's electronic application system and follow all procedures required by the application process.
  3. If a teacher is rehired after being displaced and placed on unpaid leave, all benefits accrued at the time of the lay-off will be restored. Knowledge

level and evaluation level assignment will reflect the experience of the teacher prior to the lay-off. All other benefits will follow the same conditions as applied to leave of absence status.

VIII. TEMPORARY LEAVES OF ABSENCE.

- A. APPLICATIONS FOR TEMPORARY LEAVES OF ABSENCE. Application for all temporary leaves of absence other than sick leave shall be submitted to the principal as far in advance of the dates of leave as possible, and must be submitted at least forty-eight (48) hours prior to commencement of the leave except in emergencies and in situations beyond the control of the teacher.
- B. EFFECT OF TEMPORARY LEAVES OF ABSENCE. Temporary leaves of absence will not affect probationary or non-probationary status.
- C. JURY DUTY LEAVE. Teachers shall be granted leave with full pay for full or half days of work missed due to service on juries when officially summoned, but shall remit all compensation for such service to the School District, except compensation for mileage or other expenses separately reimbursed to the teacher.
- D. COURT APPEARANCE LEAVE
  - 1. Work Related. Teachers shall be granted leave with full pay for full or half days of work missed due to necessary appearances as a witness or a party in any legal proceeding arising out of the teacher's employment with the School District when officially subpoenaed, but shall remit all compensation for such service to the School District, except compensation for mileage or other expenses separately reimbursed to the teacher.
  - 2. Non-Work Related Court Leave. Teachers who are subpoenaed as a witness or who are involved as a party in litigation where the teacher's role is not connected with his/her employment may utilize personal leave provided in Section E of this article. If additional time is needed, the teacher will be granted leave without pay for work missed due to necessary court appearances. The teacher may request assistance from the District, through the building principal, when required to attend court in excess of available personal leave. At the discretion of the District, the teacher may be allowed to convert up to five (5) days of sick leave to personal leave for court appearance. The District will also explore opportunities for additional assignment where the teacher may have an opportunity to make-up lost time. Such assignments may include substitute teaching or fulfilling track requirements in year-round schools, or projects which the District finds it necessary to staff.
- E. PERSONAL LEAVE
  - 1. Teachers shall be granted up to two (2) days leave per year with full

**Comment [RSR3]:** Are we ready to take away salary schedules for all?

pay. No approval by the principal/supervisor is required; no reasons need be given for the taking of this leave.

2. If one or both of the personal days above have been used for the purpose of observance of a religious holiday when the teacher's religious faith requires that he/she not work on such religious holiday, or for teachers officially summoned to appear in a legal proceeding one (1) additional personal day shall be granted to attend to matters of emergency or special nature. If at any time personal leave is used for purposes of court appearances or religious observances, an affidavit may be requested in order to verify the use of personal leave for those reasons. (Once each teacher provides an affidavit with regard to a religious observance day, it need not be resubmitted during the remaining period this provision is in effect.)
3. Accrual of Personal Leave: Unused personal leave may be accrued up to a total of four (4) days. Three (3) or four (4) consecutive days of accrued Personal Leave may be used at one time with a ten (10) work days advanced notice to the principal/supervisor (solely for the purpose of making arrangements for appropriate substitute coverage). No approval by the principal/supervisor is required; no reasons need be given for taking of accrued leave. If a teacher is unable to provide a ten (10) work day's notice to the principal/supervisor due to unique circumstances, the teacher must appeal to the principal/supervisor for leave approval. If denied, appeal may be made to a Director of Human Resources. Personal leave that is unused at the end of the school year and in excess of the above limit, will be added to the individual teacher's sick leave accrual.

F. PROFESSIONAL MEETINGS and SCHOOL VISITATION LEAVE. Teachers who apply and have been authorized by the Superintendent or his/her designee to attend professional meetings and conferences, or to visit other schools shall be entitled to leave from their current assignments with full pay for the time authorized.

G. SICK LEAVE. All regularly licensed personnel shall be entitled to sick leave for temporary absence without loss of salary in accordance with the following provisions of this section:

1. The illness may be that of the employee or a member of the employee's immediate family. The immediate family includes the spouse, child, or parent of the employee. Extenuating circumstances will be considered.
2. Nine (9) days of sick leave shall be available to all regular full-time employees, beginning on the first day of each school year. These days will be *prorated* for employees who work less than full-time, or for employees who do not complete the entire school year.
3. Unused sick leave may be accumulated without limitation.
4. For calculating purposes, the following guidelines will be followed for full-time teaching personnel concerning absence for illness:

**Comment [LLHR4]:** Is this # of days accurate with Sick leave bank gone?

- a. Two (2) hours absence or less - no sick leave charged;
  - b. Two to four (2-4) hours absence - one half-day (1/2) sick leave charged;
  - c. Over four (4) hours absence - full day sick leave charged.
5. Use of sick leave for purposes other than those authorized above will result in loss of pay for the days taken.
6. Upon advance notice to a teacher, he/she shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty. At any time, the District may require the teacher to be examined by a physician designated by the District at District expense
7. Teachers acquire immediate eligibility for the current year's sick leave allotment on the first day of each school year. If they leave District employment prior to the end of the school year, salary deduction will be made for sick leave taken, but not earned. One (1) day of sick leave is earned per month of the school year.
8. In addition to the sick leave provided in Subsection G.2. above, teachers shall be granted up to two (2) additional days of leave per year when there is a serious illness or injury in the teacher's immediate family (as defined in Subsection G.1. above) requiring the care or attendance of the teacher. This additional leave shall not be available until all accumulated sick leave is exhausted and the teacher shall have taken one (1) day for such purposes without pay. The unused portion of such leave may not be accumulated under the provisions of Subsection G.3. above.
  - a. Additional leave requests shall be made in writing and sent to the Human Resources Department a minimum of three (3) days in advance of the day for which the leave is required.
  - b. In emergency situations, the request may be written and submitted following the use of the leave. In emergency situations, the timing of the submission shall not be a factor in its approval or disapproval.
- H. FAMILY MEDICAL LEAVE ACT (FMLA). Absences for reasons covered by the FMLA shall be covered in accordance with the provisions of that Act. Further detail may be obtained by contacting the Human Resources Department. Any and all leave taken that falls under an FMLA qualified leave will count toward utilization of FMLA leave for that covered period.
- I. BEREAVEMENT LEAVE. Regularly employed certificated personnel will be allowed up to five (5) consecutive contracted days of leave of absence without loss of pay immediately following the death of any member of the teacher's immediate family. This will include parents, grandparents, spouse, siblings, children, and spouse's immediate family. Two (2) additional consecutive days shall be deducted either from personal leave or accrued sick leave or, if neither is sufficient, shall be without pay.

When a request for bereavement leave is made for reasons other than those detailed in the above provision, a determination will be made by the Director of Human Resources as to the nature of the request and appropriate use of bereavement leave. In such cases, all decisions made by the Director of Human Resources will be final and not subject to review or appeal.

J. WORKER'S COMPENSATION. Teachers absent due to injuries incurred in the scope of employment and covered by Worker's Compensation may utilize accrued sick leave or personal leave in half-day ( $\frac{1}{2}$  day) increments to makeup resulting loss of income. Upon request, and not more often than monthly, the District will allow employees to convert sick leave and personal leave to extra pay in an amount not to exceed that which is necessary to provide the employee the same take home pay normally earned by the employee after deductions. Only an employee's accrued sick leave and personal leave balances may be converted.

K. OTHER ABSENCES. Absences which are not covered under the specific provisions of short-term leaves of absence, or which are in excess of paid leave granted, shall be charged against the salary of the teacher in an amount equal to 1/370th of the year's salary for each one-half ( $\frac{1}{2}$ ) day absence. If the absence, however, is from regularly assigned duties because of assignment to other school business, the absence shall not result in loss of salary.

IX. EXTENDED LEAVES OF ABSENCE

A. GENERAL PROVISIONS APPLICABLE TO ALL EXTENDED LEAVES.

Teachers may apply for extended leaves of absence for a variety of reasons as described in this Article:

1. Requests for leaves of absence should be submitted to the building principal with a copy to the Human Resources Department as far in advance of the date of the commencement of the leave of absence as is reasonable considering the nature of the leave. The written request will include the dates for commencement of leave and return to duty from leave, and describe the circumstances surrounding the leave of absence request. Leave of absence requests are formally approved by the Board of Education following recommendation from the Human Resources Department.
2. If an extended leave of absence covers one (1) academic school year or less, the District will return the teacher to the school and assignment which the teacher held prior to the leave, provided the position still exists.
3. Any teacher on approved leave of absence will be considered in the same manner as a member of the staff of the school to which he/she was assigned prior to the leave of absence for such matters as determining involuntary transfers, and class, grade, or track assignments, etcetera.

Notices regarding assignments provided by Article VII.F of this CBP shall be given to teachers on leave, provided the teacher on leave has supplied the school with a mailing address. If a leave extends for more than one (1) year, the teacher will be returned to another position for which the teacher is qualified.

4. Benefits available to teachers on leaves of absence will vary based upon the nature of the leave being granted.
5. The teacher's rights and status under the Teacher Employment Act will be continued during the extended leave period.
6. During any approved extended leave of absence, teacher status will not be affected, but if such leave is granted to exceed ninety (90) working days, the teacher will not be eligible for an evaluation level increase for that year.
7. A teacher on extended leave shall send written notification to the Human Resources Department regarding their return to active service no later than February 1st or no less than thirty (30) days prior to the end of the leave if the leave dates do not correspond to the end of the school year. Due to special or unusual circumstances, a teacher may file a "request for delay." A request for delay, if approved, allows a teacher an additional thirty (30) calendar days in which to make a decision. The request for delay will be judged on its own merit and must be filed with the Human Resources Department no later than February 1st, or thirty (30) days prior to the end of the leave if the leave dates do not correspond to the end of the school calendar year.

B. CHILD CARE LEAVE. A teacher may take an extended leave of absence for the purpose of childcare, which includes maternity, paternity, adoption, and medical related childcare.

1. Any teacher shall be eligible to use accumulated sick leave for working days missed due to disability caused by pregnancy or childbirth or recovery therefrom. Such absence may be charged to sick leave in accordance with the provisions of the sick leave section of this CBP. Any absence beyond that caused by disability, or the required care of an infant or child who is ill shall be leave without pay.
2. The teacher requesting child care leave shall notify the Human Resources Department of his/her desire to take such leave and, unless an emergency makes such notice impossible, shall give written notice at least thirty (30) calendar days prior to the anticipated commencement of the leave.
3. The teacher will request to take childcare leave for a pre-determined period of time. The duration of the leave may include up to 12 weeks of FMLA protected unpaid leave, but shall not exceed the extended leave windows as described in this section. The teacher's written request will include a request to be returned to the same position, if desired, and the date of return to active service. For leave requested due to disability/maternity, the date of return to work shall be a date determined by the employee and the employee's physician. A teacher whose leave exceeds the 12 weeks of FMLA will return only at the beginning of a

semester or beginning of a school year. At the joint request of the teacher and principal, the Department of Human Resources may consider extending the leave for one semester if it would mean having the teacher return at the beginning of a school year.

4. In the event that both parents are teachers employed by the District, either teacher may request childcare leave for the periods of time permitted. However, they may agree on a plan to share child care leave up to the maximum permitted, but such shared leave must be taken in whole semesters, except child care leave in the first semester following the birth or adoption of the child, which must be taken the end of that semester. Child care leave affecting more than one (1) semester must be taken consecutively.
5. Amending Leave. A teacher who requests amendment of his/her initial child care leave shall submit a request in writing to the District's Human Resources Department not less than thirty (30) days prior to the teacher's original date of return. The teacher's request to amend leave will be considered as follows:
  - a. Each individual request will be judged on its own merit; and
  - b. A teacher who is granted a request to amend child care leave is not guaranteed return to the same position held at the time of leaving. The teacher's return will be based on the availability of jobs for which the teacher is qualified. In any event, the District shall not be compelled to return said teacher to a position prior to the beginning of the school year.

C. ADOPTION LEAVE.

1. Benefits Eligible Employees are eligible for up to four weeks of Paid Adoption Leave at 50% of their current salary following placement of the adopted child in the employee's home. The employee may use any accrued sick leave to augment this 4 weeks of paid leave at 50% so that there pay is equal to 100% of their monthly salary.
2. To access the District's Paid Adoption Leave, the employee shall first take 10 days of accrued sick leave. If the employee does not have 10 days of accrued sick leave, then the employee shall be on unpaid leave for up to the 10-day period before being on Paid Adoption Leave status.
3. In the event that two employees who are married to each other adopt a child only one of the employees shall be granted a paid adoption leave of absence at a time.
4. Paid Adoption Leave must be taken within 3 weeks of the placement of the adoptive child in the employee's home. (May be accessed earlier based on individual circumstances)
5. This Paid Leave policy does not apply to an employee adopting a blood relative or the child of the employee's spouse or other member of the employee's household.

D. MILITARY LEAVE.

1. Military Training Leave. Employees belonging to guard or reserve units are permitted time off when ordered to attend military training by their unit. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay. The employee must provide the supervisor with a copy of the military orders to attend training, and apply for leave through the Employee Benefits Department.
2. Military Service. An employee is eligible for leave consistent with the provisions of state and federal law when entering into active military service. Employees entering into active military service should provide their supervisor with orders or other documentation regarding their military service and apply for leave through the Employee Benefits Department. Except for the military training leave identified in section A. above, military leave is without pay.

When a former employee seeks reinstatement to employment at the conclusion of his/her military service, reinstatement will be governed by the provisions of state and federal law as it may exist at the time reinstatement is sought.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. (Extended/FMLA Leave Policy GBGF)

3. Family Military Leave. An employee whose immediate family member (spouse, children, parent, not including parent-in-law) is a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty or has been deployed overseas is entitled to a total of five (5) days of paid leave per deployment after the military immediate family member has been notified of an impending call or order to active duty and before deployment or when the military immediate family is on leave from deployment. This leave runs concurrently with any entitlement under the federal Family and Medical Leave Act (FMLA).
4. Unpaid Military Leave. Under the Family and Medical Leave Act (FMLA), an employee who has completed a year of service is generally entitled to a maximum of 12 weeks of unpaid leave when an immediate family member is deployed overseas. Any portion of an eligible FMLA leave not covered by this policy or by available leave accruals will be unpaid. Employees not eligible for Paid Military Leave or FMLA leave, or who are eligible but wish to request extended leave, may request an unpaid leave. The request will be subject to approval by their supervisor.
5. Procedure for Leave-of-Absence. An employee who seeks to take leave under this policy must provide their supervisor with notice, within five business days of receiving official notice of an impending call or order to active duty or of a leave

from deployment, of the employee's intention to take leave under this policy.

- E. OTHER EXTENDED LEAVES OF ABSENCE WITHOUT PAY. Applications for other types of extended leaves of absence without pay may be submitted to the Board of Education. These leaves may be for the purpose of further education, travel, medical leaves that extend beyond the coverage of sick leave, or other personal reasons as approved by the Board upon recommendation of the Human Resources Department.

X. TUITION REIMBURSEMENT PROGRAM

Comment [RSR5]: ?

A. The District will make available to teachers covered under this CBP a Tuition Reimbursement Program (as long as budgeted funds are available).

1. Teachers Eligible. Tuition reimbursement is available to any teacher who has either a regular part-time or full-time contract with the District, or who is on an approved leave.
2. Covered Expenses. Tuition reimbursement is available for tuition Reimbursement will be limited to registration expenses and will not cover books and supplies, travel, lodging or other such expenses.
3. Procedure. Tuition reimbursement is available in accordance with the procedures outlined by the Professional Development Department. All requests will be considered and approved or denied until the District's budgeted amount for the program has been reached.

D. Low Cost Loan

Employees who participated in the Low Cost Loan Program available prior to 2012-2013, may continue to participate for 2012-2013. The program will be evaluated annually for current participants, and will not be available to new participants.

XI. COMPENSATION

Comment [RSR6]: Brian?

A. SALARY

1. 2012-2013 Compensation. Returning teachers who were hired prior to May 1, 2012 will be paid the same base salary as 2011-2012, with the addition of a 1% raise to their base salary for 2012-2013.
2. 2012-2013 Retention Bonus. Returning teachers who signed contracts before the June 15, 2012 deadline, and who started prior to 1 January 2012, will receive an additional one-time 1% retention bonus.
3. Employees who are currently working under discipline are not eligible for the raise or retention bonus.

4. New employees to DCSD will be hired using Market-based Pay. The employee's base salary will be determined by Human Resources.

B. PERFORMANCE PAY

1. Performance Pay Plan. Whenever in this Article reference is made to the Performance Pay Plan For Teachers, such reference is to the latest revision of such plan. This CBP incorporates by reference, and is bound by the provisions of the then-current handbooks, guides, or Plan documents of the Performance Pay Plan For Teachers. In no event will a decision regarding any performance component regarding an individual teacher be subject to review, or appeal unless an appeal process is specifically provided in the Performance Pay Plan documentation.
  2. Evaluation Advancement. Evaluation advancement is contingent on a determination that the teacher is proficient (satisfactory), replaces the previous experience step increase plan. A teacher rated unsatisfactory will not be entitled to an evaluation level advancement, market pay increase (increase related to a base pay increase), or a knowledge level increase for the year for which he/she was rated unsatisfactory. The amount of evaluation advancement will be set by the Board of Education within budget parameters
  3. World Class Education Targets. Bonus targets will be set based on World-Class Education targets in development in 2012-2013. Should these targets be achieved (in conjunction with the overall evaluation rating) a bonus may be paid to the teacher. This bonus is a lump sum payment that is PERA eligible and does not increase base salary.
  4. System Development. In 2012-13, the District is developing a Pay for Performance Plan that will compensate employees for high performance and help achieve the strategic vision of the District. During this development period, there will be opportunities for employees to participate on development committees and other working groups as the system is built.
  5. Additional Responsibility Pay. The Additional Responsibility component of Pay for Performance is intended to compensate employees for participation on District and Site-based committees that develop and advance the strategic vision of the District and/or Site. Compensation will be set by the Human Resources Department and/or Site.
- C. PART-TIME TEACHERS. Part-time teachers who are assigned for less than one (1) work day shall have their salary calculated in the same manner as full-time employees, but they will receive the proportion of salary, sick and personal leaves and fringe benefits that their work day bears to one (1) full work day.
- D. EXTRA CLASSES TAUGHT. Teachers who are scheduled to teach an additional class or are assigned a duty for a semester or full year must receive prior

approval for such assignment, in advance of working the assignment, from the Assistant Superintendent of Human Resources or his/her designee. Payment will be based on the teacher's hourly rate (annual salary divided by 1387.5) multiplied by 1.25 in order to enhance the hourly rate. The enhanced hourly rate will be multiplied by the additional hours taught (minutes per class x number of class meetings divided by 60)

E. CLASS COVERAGE PAY

1. Regularly appointed classroom teachers who agree to cover other teachers' classes during their preparation periods at the request of the principal will be paid at an hourly rate of \$30.00, in addition to their regular pay. This rate will be annually adjusted using 80% of the current year's average teacher salary divided by 1387.5 hours, rounded to the nearest half dollar.
2. If a building splits a teacher's class between two (2) or more teachers for more than sixty (60) minutes, then each of the covering teachers will be paid at the same hourly rate as in section XIV.D.1.

F. EXTENDED CONTRACTS. Teachers or other specialists who are asked to work extra days will be paid on a *per diem* basis. Extended contracts for working days beyond the negotiated work year are one-year only assignments. All extra work days must have the prior written approval of the Human Resources Department.

G. COUNSELORS WORK YEAR. The additional four (4) days counselors work, in addition to the normal teacher work year, must be worked in the week immediately before or after the school year. Payment for additional days worked beyond the normal teacher year will be paid on a *per diem* basis.

H. DISTRICT COMMITTEES. The District may pay pre-arranged stipends for work where the District identifies the scope of the work and the expected time required before getting commitments from teachers to work on the projects.

I. KNOWLEDGE LEVEL ADVANCEMENT (KLA) – PHASE OUT. In order to advance the strategic vision of the District, KLA is being replaced by a combination of Pay for Performance and the Tuition Reimbursement Program. All KLA applications submitted prior to June 30, 2013 under the program as it existed prior to this CBP will be approved and granted according to the requirements outlined in Appendix 2. No KLA applications will be accepted after June 30, 2013.

J. LONGEVITY PAY (Grandfathered). Any teacher eligible for the District's Longevity Pay program as of the 2011-12 school year shall maintain any compensation allocated and if earned by the end of fiscal year 2012, will be paid in the FY 2013 school year. No additional longevity pay will be available effective with this CBP.

K. SEVERANCE PAY.

1. Teachers will be paid sixty percent (60%) of the basic substitute teacher pay at the time of separation for each day of all of their accumulated sick leave up to 130 days upon resignation or retirement from service with the District, provided they have at least ten (10) years continuous service with the District. Employees who qualify for the sick leave severance benefit will receive a lump sum payment on or before August 31<sup>st</sup> of the year they retire and/or separate from DCSD.
2. Employees who will not attain the age of 55 in the year of severance from employment (retirement) will receive a lump sum payment on or before August 31<sup>st</sup> of the year they retire.

L. SPECIAL ASSIGNMENT PAY.

1. Secondary School Activities. Teachers who are assigned special duties will be compensated for performing such assignment according to Schedule A, attached.
2. Elementary Co-Curricular Pay. The District will fund Elementary Co-Curricular activities at the rate of \$7.75 per student per year. Student numbers will be determined as of the October 1 student count day. Each Elementary school's budget for Co-Curricular Pay shall be administered by a collaborative committee composed of administration and teachers. All monetary requests from co-curricular sponsors shall be made to the Committee, whose decisions shall be final and not subject to review or appeal.
2. Site-Based Responsibility Pay. The District will fund Site-Based Responsibility Pay at the rate of \$5.75 per student per year. Student numbers will be determined as of the October 1 student count day. The certified staff in each school shall develop criteria and the process by which Site-Based Responsibility Pay for that school will be distributed. Each Elementary school's budget for Site-Based Responsibility Pay shall be administered by a collaborative committee composed of administration and teachers.
3. District-Based Responsibility Pay. The District will fund District Responsibility Pay at the rate of \$25.00 per full-time equivalent teacher employed as of the October 1 student count day. The Chief Human Resources Officer will identify activities that qualify for District Responsibility Pay, and identify the amount to be paid for those responsibilities. This money is to support District efforts and activities relating to Pay for Performance.

M. EXTENDED SERVICE SEVERANCE BENEFITS- PHASE OUT

1. In order to fund an ongoing raise for all teachers, the Extended Service Severance Benefit program available prior to this CBP will be phased out as follows:

~~a. SY 2012-2013, eligible employees can choose to retire by July 25, 2012~~

~~and receive 100% of their severance.~~

~~b. During the 2012-13 school year, the Superintendent or designee may develop and recommend to the Board a proposal for any future of the Extended Service Severance.~~

~~2. Eligibility During Phase out. For eligibility conditions and procedures pending the phase out, please see Appendix 3.~~

• **Fiscal Year 2012**

- Licensed employees were eligible in FY 2012 for severance, and who notify the district by 8/25/12 will receive 100% of their severance amount. These employees must retire on 6-30-13 unless they qualify for the escrow and/or hard to fill options.
- Licensed employees who receive a rating of highly effective on their CITE evaluation in FY 2013 will have the opportunity to put their severance amount in reserve for one or more years (to be determined in collaboration with their principal and Human Resources) and receive that full amount upon their future retirement date from the district.
- Licensed employees who receive a rating of highly effective on their FY 2013 CITE evaluation and who wish to continue in the district in a “hard to fill” area will be eligible for the reserve program and will also be eligible or a 110- contract with the district – subject to supervisor and HR approval.

• **Fiscal Year 2013 & 2014**

- Licensed employees who will be eligible for Extended Service Severance (ESS) in FY 2013 and who notify the district of their intent to retire by 12-1-2012, and who retire on 6-30-2013 will receive \$20,000.
- Licensed employees who will be eligible for ESS in FY 2014 and who notify the district of their intent to retire by 12-1-2012, and who retire on 6-30-2013 will receive \$15,000.
- Licensed employees who receive a rating of highly effective on their CITE evaluation in FY 2013 will have the opportunity to put their severance amount in reserve for one or more years (to be determined in collaboration with their principal and Human Resources) and receive that full amount upon their future retirement date from the district.
- Licensed employees who receive a rating of highly effective on their FY 2013 CITE evaluation and who wish to continue in the district in a “hard to fill” area will be eligible for the reserve program and will also be eligible or a 110- contract with the district – subject to supervisor and HR approval.

**Note:** “Retire” refers to the PERA’s criteria/eligibility to retire. These options do not require the employee to actually retire with PERA. These options do require the employee to retire or separate from the district on 6-30-13 unless he/she qualifies and

utilized the reserve and/or 110 options. The reserve option does not require the employee to actually retire with PERA or the district to put their ESS money in reserve.

- N. MILEAGE ALLOWANCE. Teachers using their vehicles on official school business shall be reimbursed at the rate set forth in the applicable provisions of the Internal Revenue Code for mileage as that amount may be changed from time to time.

XII. INSURANCE PROGRAMS.

- A. Health/Medical Coverage. The District will contribute up to the amount of the monthly single employee premium toward health/medical insurance coverage premiums for each full-time employee covered by this CBP. Coverage under the plan, premiums for the plan, and the designation of carriers, providers and the like, will be determined through the District Insurance Committee. Employees who work less than full-time, but at least a half-time contract, are considered eligible for the District sponsored health/medical coverage plan at a *prorated* District contribution based on the employee's employment status.
- B. Dental Coverage. the District will contribute up to the monthly single employee premium on the current District dental coverage plan for each full-time employee covered by this CBP. Coverage under the plan, premiums for the plan, and the designation of carriers, providers and the like will be determined through the District Insurance Committee. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a *prorated* District contribution.  
Note: the District will offer two dental plans. The District will pay the full cost of the monthly single employee premium for the District's Basic Preventive Dental plan for each full-time employee covered by this CBP. Employees may elect to buy up to the enhanced dental plan and will receive a subsidy equivalent to the single employee premium for the District's Basic Preventive dental plan. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a pro-rated District contribution. Coverage under the plan, premiums for the plan, and the designation of carriers, providers and the like will be determined through the District Insurance Committee.
- C. Vision Coverage. The District will offer a voluntary vision plan which will be paid for by the employee. Coverage under the plan, premiums for the plan, and the designation of carriers, providers and the like will be determined through the District Insurance Committee. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible to purchase this coverage.
- D. Life and Accidental Death and Dismemberment Insurance. The District shall provide Life and Accidental Death and Dismemberment insurance for contracted teachers, working a .5 FTE or greater, in an amount equal to the teacher's annual salary, or \$50,000, whichever is less. Life and

Accidental Death and Dismemberment insurance benefit reductions will apply at age 70. Additionally, Douglas County teachers may participate in a supplemental group life insurance plan if approved by the District Insurance Committee and the Board of Education. Participation in any supplemental life insurance plan is at the employee's expense on a payroll deduction basis.

- E. Disability Protection Coverage. The District will provide a long-term disability protection coverage plan and will pay the employee's premium for it.
- F. SHORT TERM DISABILITY. The District shall provide a short-term disability protection coverage plan and will pay the employee's premium for it. Additional coverage may be purchased by the employee.
- G. Leave of Absence - Effect on Insurance Coverage. Teachers on approved leaves of absence may continue to keep their medical, dental and vision coverage in force at their own expense, either by payroll deduction if the leave is with benefits office if the leave is unpaid. Teachers on approved leave may continue life insurance at their own expense, with the benefit determined on the basis of their salary immediately prior to commencement of the leave.
- H. District and Employee Contributions. The District shall annually establish the respective contributions of the District or the employee toward the benefit plans.
- I. Liability Coverage. The District shall, at its expense, provide a legal defense and provide at least \$1,000,000 liability indemnification coverage for employees who are sued for actions occurring in the course and scope of their duties subject to the coverages, provisions and exclusions provided by the Colorado School Districts Self Insurance Pool. This coverage may be concurrent with the District's statutory duty to indemnify and defend employees under Colorado law.
- J. Pre-Paid Group Legal Benefit. (*AVAILABILITY FOR 2012-13 SUBJECT TO PROCURMENT PROCESS*) The District shall, at its expense, pay the premium to provide to each employee and the employee's dependents, a prepaid legal plan offering personal, independent legal advice and services. The specific coverages and exclusions of the plan shall be provided to the employees at the time of open enrollment for other insurances.
- K. ANNUAL STATEMENT. At least annually, teachers will be provided with a statement of all Sick Leave credited to them, all unused Personal Leave credited as Accumulated Sick Leave and compensation level.

### XIII. Complaints and Dispute Resolution

- A. Overview. One of the core values of DCSD is trust. DCSD is dedicated to promoting a workplace where employees can express their concerns in an open forum. The Dispute Resolution Policy is an internal process designed to provide employees with a complete and impartial process to attempt to resolve work-related conflicts. The Administrative Review pathway applies to all part-time and full-time employees.
- B. Core Requirements.
1. The concerns and issues of every employee are important to the District. When concerns are raised, they should be resolved at the lowest possible level and as quickly as possible. Time limits have been established to ensure swift conclusion.
  2. The Dispute Resolution Process is intended to provide an avenue for resolving issues regarding an employee's job, management, and policies, or in some cases about other employees, with the assurance that no reprisals will result from doing so. All decisions made through the Dispute Resolution Procedure must be in accordance with DCSD policy.
  3. Not every issue an employee encounters can be resolved through the Dispute Resolution Procedure. Conflict between employees and a co-worker normally should be worked out between the two of them or possibly with the involvement of each employee's supervisors. Many of the Districts benefit provisions, such as health care and workers' compensation claims, have specific appeal processes for those benefits.
  4. Human Resources will advise employees of the appropriate procedure for their issue. Issues regarding an employee's performance appraisals, with the exception of situations of termination, will be heard only through the employee's own department's levels of management.
- C. Employee Responsibility
1. Employees should bring work-related concerns and issues to the attention of management as they occur.
  2. To make this process work, employees must be committed to working with management toward a solution that is in the best interest of the employee and the District.
  3. Employees need to use the Dispute Resolution Process before seeking assistance outside the District.
  4. Employees are expected to keep the information they become aware of in confidence.
- D. Leadership Responsibility
1. Supervisors must respect the rights of the employees, and keep all information confidential.
  2. Supervisors must respond to work-related concerns of employees quickly

and accurately.

3. Supervisors are expected to actively encourage and maintain an open-door policy. Supervisors will make every possible effort to work with employees to reach a mutual resolution and with mutual respect.
4. As a member of management, supervisors are expected to participate in the Dispute Resolution Process in a positive, productive, and expeditious manner. Retaliation or indifference toward employees who use the process is prohibited.

#### E. Dispute Resolution Process

1. The District encourages employees to resolve their concerns informally through the chain of command prior to using the formal avenue of the Dispute Resolution Process.
2. If an employee wishes to use the Dispute Resolution Process, they must inform Human Resources within five (5) business days of their last discussion with management regarding their issue, but no later than 30 calendar days from the event or decision in dispute.
3. Employees should submit their concern in writing to Human Resources within five (5) business days of receiving the writing.

#### F. Administrative Review

1. When Human Resources receive the written copy of an employee's dispute, they will forward the employee's concern to the appropriate level of management. Within five (5) business days after receiving the employee's dispute, the employee's manager at this level will meet with the employee. The manager also may meet with any other people necessary to consider the employee's dispute. Within five (5) business days after meeting with the employee, the manager will contact the employee with a decision and will provide them with a written response. A copy of the written decision also will be forwarded to Human Resources.
2. If an employee is not satisfied with the decision, they have five (5) business days to ask Human Resources to move their dispute forward to the next level. Within five (5) business days of receipt of the employee's dispute, the department manager will contact the employee with a decision and send them a written response. A copy of the written decision also will be forwarded to Human Resources.
3. If after the second level the employee is not satisfied with the decision, they have five (5) business days to ask Human Resources to move their dispute to the next level. Human Resources will forward the complete file to the Chief Human Resources Officer (CHRO). Within five (5) business days of receipt of the employee's dispute, the CHRO may meet with others necessary and then issue a written decision to the employee. A copy of the written response also will be forwarded to Human Resources.

This is the final step of the process.

4. Steps in the process may be skipped on occasion. The most likely event is when an issue is between the employee and their immediate supervisor. In this case, the first step may be skipped.

G. Human Resource's Roles & Responsibilities

1. Human Resources will maintain a complete file of all formal disputes. This file will not be included in the employee's personnel record.
2. During the Administrative Review, the Employee Relations Director will explain the dispute process and arrange an appointment with the appropriate person. The Employee Relations Director will accompany the employee at each step during their presentation of the dispute if requested by either the employee or management.

IX. YEAR-ROUND MULTI-TRACK SCHOOLS.

- A. Definition. The term "year-round" applies to any school on a multi-track schedule which operates on a year-round calendar.
- B. General. The terms and conditions in this article will apply only to teachers at year-round schools.
- C. Classroom conditions.
  1. School buildings used as year-round schools will be provided with climate control systems that function in accordance with design specifications.
  2. Ventilation systems will be cleaned on a regular basis.
- D. Classroom sharing and storage
  1. Room changes or rotating room assignments designed to share limited classroom space shall be distributed in a reasonable and equitable manner.
  2. Teachers who share classrooms shall be provided custodial assistance for moving heavy and cumbersome equipment and supplies to and from storage areas during transition between tracks.
  3. When limited classroom space must be shared, on-site storage facilities consisting of three (3) rolling cabinets and two (2) filing cabinets or the equivalent will be provided for teachers moving off-track.
- E. Instructional support. All certified and non-certified support services shall be provided to year-round schools as needed to coordinate with year-round calendars and to the same extent as those provided to conventional

**Comment [RSR7]:** INSERT HANDBOOK DISPUTE RESOLUTION SECTION

calendar schools.

F. Days without students

1. Student contact days on a 4-track, year-round calendar will be determined by the board of education..
2. Teachers will receive two (2) days of compensatory time per year for time spent in parent-teacher conferences.
3. Teachers' contracted work year includes two (2) days required in-service. In-services are to be scheduled on days adjacent to the beginning or ending of tracks.
4. Teachers will receive one (1) day compensation for required in-service. This in-service is to be scheduled by tracks (as indicated on the district calendar). In-service will not be separate from the regular track schedule.
5. In addition, nine (9) days will be provided for track-in/track-out activities, grading, teacher preparation, and building in-service as follows:
  - a. All teachers will have one (1) full-day for planning and preparation for the new school year, and one (1) half-day for end-of-year activities. On such days, there will be no scheduled meetings, in- services, or track-in/track-out activities required. One (1) full workday at the beginning of the year and one half day ( $\frac{1}{2}$ ) workday at the end are nonnegotiable.
  - b. Each teacher will have one half ( $\frac{1}{2}$ ) day for track-in activities immediately prior to a track starting, and one half ( $\frac{1}{2}$ ) day immediately following the conclusion of a track for track-out activities.
  - c. All teachers will have one and one-half (1-1/2) days for grading. We recognize that these days do not fall when progress reports are due, therefore teachers may use them as workdays.
  - d. One (1) day or two half ( $\frac{1}{2}$ ) days may be used for staff development. Teachers will not be required to attend these if they occur while they are off-track.
  - e. One (1) day or two half ( $\frac{1}{2}$ ) days may be used as workdays or staff development days as determined by a collaborative process at each site and approved by the district.
  - f. Each 4-track, year-round building staff and administration will develop a tentative schedule for the days listed in subsection 5.d- e by July 1<sup>st</sup> for the following school year.
  - g. For those schools transitioning to a year-round calendar, one (1) Additional day for planning will be provided as each track begins.

- h. Half-day (½) track-out days will occur in the morning. Teachers may make special arrangements with principals for tracking-out prior to the scheduled track-out day. In these cases, teachers may be expected to return for morning meetings of reasonable duration, but total time to track-out and meet should not exceed the equivalent one (1) half-day of work.
    - i. Teachers may make special arrangements with principals for track-in/track-out in lieu of a day's attendance. (examples might be: track-in/track-out days that fall within the winter break times; track-out days at the end of the year.)
- G. Personal leave. Teachers in year-round schools will be able to use allotted personal leave in the first and/or last week of each track.
- H. Communication. Policy changes and school announcements will be made available at each school site to employees who are off-track so that they have the opportunity to fully participate in district and school activities.
- I. Regular teachers serving as substitutes
  - 1. Prior to the beginning of each off-track period, teachers who wish to serve as substitute teachers shall submit the appropriate application to the human resources department
  - 2. Each school shall have a list where off-track teachers from that building may sign up to substitute in that building. This list will be shared with all teachers in that building.
  - 3. Teachers on different tracks may mutually agree to exchange workdays at no cost to the District with the approval of the building principal, which shall not be unreasonably denied.
- J. Track selection
  - 1. Each building staff and administration shall jointly develop a "track selection process." in keeping with that process, teachers shall select tracks in the following order:
    - A. Teachers currently employed by the District and assigned to the school; and
    - B. Newly hired teachers.
  - 2. When qualifications and abilities are equal among teachers requesting the same track, preference will be given to the regular teacher employed by the District for the longest period of time.

XV. NEW BUILDING PLANNING TEAMS

- A. PURPOSE. The District recognizes the importance of having teachers

Comment [RSR8]: Is this needed?

involved in the process of planning and opening new buildings in the Douglas County School District. The following provisions will govern the formation, operation, and compensation of new building planning teams for the duration of this CBP.

- B. FORMATION. The principal appointed to a new building will select the teachers to be involved in the new building planning team after the principal has published the expected scope of the involvement and time required of the team. The principal will appoint teacher members based on grade level, as follows:

Elementary School Members	6 - 8
Middle School Members	8 - 10
High School Members	10 - 12

- C. STIPEND. Teachers who are selected for new building planning teams will be paid a stipend in the amount of \$1500.00 per academic year in addition to their regular compensation.
- D. RELEASE DAYS. Each new building planning team member may be released from performing his/her teaching assignments for up to five (5) school days. Every effort should be made to minimize program disruption caused by the scheduling of release days.

XVI. CONFERRING WITH TEACHERS

Before making changes to the terms and conditions in this CBP, District staff may, whenever practicable, seek the input and advice from a representative group of teachers.

XVII. TERM

The provisions of this CBP shall be in full force and effect from July 1, 2012 through June 30, 2013. Any changes to the terms and conditions provided herein shall be made only upon a vote of the Douglas County Board of Education, and only in accordance with applicable law.

XVIII. RELATIONSHIP WITH TEACHER EMPLOYMENT CONTRACTS.

This CBP constitutes and embodies "Board-adopted policies and administrative rules, regulations and procedures" within the meaning of Section 4 of the 2012-2013 Teacher Employment Contract signed by District teachers on or before June 15, 2012. This CBP is not intended, in any way, to alter the terms and conditions of employment set forth in the Teacher Employment Contract, and this CBP should be construed harmoniously with such Contract. To the extent that any unintended conflicts exist between the CBP and the Teacher Employment Contract, the terms of the Teacher Employment Contract shall govern.

ADOPTED BY THE DOUGLAS COUNTY BOARD OF EDUCATION, DATED at Castle Rock, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

DOUGLAS COUNTY SCHOOL DISTRICT Re-1

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President, Douglas County Board of Education

ATTEST:

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Secretary

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## APPENDIX 1

### eDCSD COMPENSATION AND EVALUATION

The CBP shall apply to teachers assigned to eDCSD, with the following modifications:

- Teacher evaluations within eDCSD of partial FTE assignments are not recognized as a teacher's formal evaluation record. eDCSD will use the evaluation of partial FTE assignments to evaluate the teacher for continuation of a partial FTE assignment within eDCSD. In the case of poor performance, eDCSD will follow the standard progressive DCSD improvement process (adequate time, adequate resources, good faith effort).
- All partial FTE assignments will be considered one-semester only assignments to be renewed each semester.
- Current eDCSD Curriculum Developers of on-line courses will be allowed to teach the course he/she developed, without application for continuity of program.
- Any new eDCSD full or partial FTEs will be posted and filled following current DCSD Human Resources guidelines and hiring practices.
  
- eDCSD defines the secondary program as 6-12
  - In-district teacher applicants to the 6-12 eDCSD program must have a satisfactory evaluation and a recommendation from their current Principal before consideration as an applicant.*
  - Multiple content levels may be combined to equal a section.*
  - .1 FTE = 1 Semester Course of 26-36 students at teacher's per diem*
  - .075 = 1 Semester Course of 22-25 students at teacher's per diem*
  - .05 FTE = 1 Semester Course of 15-21 students at teacher's per diem*
  - .025 = 1 Semester Course of 7-14 students at teacher's per*
  - 1.0 FTE = 12 semester courses per year of 36 students. 1.0 FTE assignments will follow the DCSD formal evaluation process.*
  
- eDCSD defines the elementary program as K-5.
  - 1.0 FTE = 185 day contract with up to 32 students in grades K-2 and up to 35 students in grades 3-5.*
  - Any students less than 15 would = .5 FTE*
  - 16-32 students would be 1.0 FTE*
  - 1.0 FTE assignments will follow the DCSD formal evaluation process. In the case of poor performance, eDCSD will follow the standard progressive DCSD improvement process (adequate time, adequate resources, good faith effort).*
  - In-district teacher applicants to the K-5 eDCSD program must have a satisfactory evaluation and a recommendation from their current Principal before consideration as an applicant. Following the first year as a teacher for eDCSD, the Department of*

*Human Resources will guarantee that a DCSD entitled teacher may return to the school and assignment which he/she held prior to entering eDCSD, provided the position still exists. This will require Principals to offer one-year-only contracts in their entitled positions. After a second year in eDCSD, the teacher may be returned to another position in the District for which he/she is qualified. Upon entering the third year, the teacher will be considered a DCSD eDCSD teacher and must follow all voluntary transfer guidelines when interested in a different DCSD teaching position. Out-of-district applicants must not have any previous performance issues (per references) and will only be offered one-year-only contracts for the first year as an eDCSD teacher. After year one, the teacher receives probationary 2 status and will follow the standard evaluation processes in DCSD.*

- eDCSD utilizes a position called a Student Learning Advocate (SLA). This specialist provides guidance and support for all students by advising on course selection and developing and monitoring an educational plan that fits the needs of each student. A SLA's job is multifaceted and includes serving as a curriculum expert, guidance counselor and progress monitor.

*Curriculum Expert*

*Serve as the liaison between students/families and teachers*

*Know the model of each curricular product (Lincoln*

*Interactive) Be familiar with course descriptions*

*Be familiar with State GLE's*

*Guidance Counselor*

*Know graduation requirements*

*Know students – frequent conferencing with students plus contact with parent/guardian every 2 weeks utilizing their preferred method of communication (1:1 conversation, appx 20 hrs/wk)*

*Schedule students in appropriate courses*

*Monitor student attendance and truancy*

*Progress Monitor*

*Examine progress regularly*

*Record final grades*

*Initiate and track the RTI process where necessary, developing intervention plans within the team*

*Support/advocate for students, helping them with time management skills*

*Provide tutoring sessions where necessary*

*Administer / perform face to face assessments (DRA2, MAPs, CSAP, ACT)*

In addition, this position serves a vital role in student retention and acquisition. During the enrollment window, SLA's conduct interviews, review transcripts, attend enrollment determination meetings and lead information sessions. Therefore, eDCSD will implement the following:

*a custom resulting in 15 days to be utilized between school years for recruiting*

*and retention efforts*

*a ratio of 1:125 between SLA's and students for a 1.0 FTE*

*A percentage of FTE would be awarded in the following scale:*

- *An additional 35 students = .1 FTE*

## APPENDIX 2

### Knowledge Level Advancement.

Knowledge Level Advancement (KLA) as it existed before this CBP will be phased out. Pursuant to Article XI, Sec I. KLA applications submitted prior to June 30, 2013 will be approved and granted according to the requirements outlined below.

- a. The School District will recognize approved in-service programs toward knowledge advancement up to half (1/2) the number of hours required to attain the next level.
- b. To be applicable for knowledge level advancement, all college and in-service hours must be earned following receipt of the degree to which the individual's compensation is tied. Credit for in-service or college hours must be earned outside the regular contract day unless pre-approved by the Office of Human Resources.
  - 1) Course work that meets the following criteria will be accepted.
    - a) Work directed toward a degree in education;
    - b) Work in the individual's area of certification or licensure;
    - c) Work in the area of the individual's current assignment;
    - d) Work improves instructional methods and/or understanding;
    - e) Work in an high needs area (A list of high need areas will be posted on the District website under Knowledge Level Advancement)
- c. Teachers may receive pre-approval from the office of Staff Development / Human Resources for any course not addressed by the criteria above.
  - 1) Teachers requesting KLA course pre-approval must complete the appropriate KLA pre-approval form and submit it to the Office of Staff Development in advance of registering for the course.
  - 2) Special consideration will be made for courses of study that can be documented to have started prior to July 1, 2005.
- d. To receive credit for KLA, teachers must submit the required documentation.
  - 1) A completed Application for KLA form; and
  - 2) Official college transcripts
  - 3) Official DCSD Staff Development transcript, (only ½ of KLA credit may be in-service credit.)
- e. KLA application materials have been modified to aid in the collection of data. Specific data that will be collected include:

- 1) On-line learning and correspondence courses;
  - 2) Course work that increases a teacher's content knowledge, instructional methods and/or instructional understanding; and
  - 3) Coursework that fits the description of self-improvement or personal productivity.
- f. Half (1/2) the hours applicable to knowledge level advancement, including equivalent in-service credit, must be earned in the last six (6) years prior to the advancement date.
- g. Credits required for knowledge level advancement shall be approved semester-hours from a college or university holding regional accreditation and shall be obtained in the area of work directed toward a degree in education, the area of the teacher's assignment to include curricular, co-curricular, or extra-curricular. In-service hours shall be District offered ins-service hours. Requests for credit for other courses or travel require the advance approval through the out-of-District credit approval process. This joint Staff Development/Human Resources process considers requests for credit for course work or travel if they are deemed to result in increased competence in the field to which the teacher is assigned. The decisions as herein provided are final and not subject to review or appeal.
- h. Each teacher desiring knowledge level advancement shall be responsible for completing the necessary application and pay record forms and delivering same to the Office of Human Resources, together with an official transcript verifying credits claimed. Paperwork submitted by the second Tuesday of the month will be approved for payment, results in an adjustment in salary effective the first day of the following month (appearing on the payroll on the 20<sup>th</sup>). Upon receipt and approval of the documentation for Knowledge Level Advancement by the Office of Human Resources, the payroll office will calculate the number of contract days the teacher has remaining in the year and prorate the increase in salary accordingly. The teacher will begin to earn salary at the increased rate on the first work-day of the following month.
- i. A teacher who has reached a maximum salary level in a given column of the salary spreadsheet will be given no more than one year of service credit and moved no more than one vertical step down in the appropriate Knowledge Level column.
- j. Teachers may submit no more than 16 credits toward knowledge level advancement on the teacher's salary schedule per six month period. Six-month periods are defined as July 1 – December 31 and January 1 – June 30.
- 1) Exception for KLA movement from BA00 to MA00: If a teacher fails to submit a KLA for BA14 and BA28 and he/she has received a Master's degree, a teacher may apply for step MA00. The application will be considered provided two consecutive six month periods (please see above for definition of a six-month period) have passed since being placed at BA00.
  - 2) Exception for KLA movement from BA14 to MA00: If a teacher fails to submit a KLA for BA28 and he/she has received a Master's degree, a teacher may apply

for step MA00. The application will be considered provided one six month period (please see above for definition of six month period) has passed since being placed at BA14.

### APPENDIX 3

#### Extended Service Severance Benefit Eligibility Conditions Pending Phase Out

In order to be eligible for Extended Service Severance Benefits pending phase-out pursuant to Article XI, Section M, the employee must meet the following conditions:

1. The employee must be a certificated or licensed teacher eligible to retire under PERA at the time service to the District ceases. The teacher must also have completed fifteen (15) years of continuous teaching or administrative service in the District immediately prior to the effective date of retirement under this provision. Employees must also complete the entire academic year to be eligible for the benefit, unless the provision of service is waived by the District, or unless the employee qualifies and applies for PERA disability benefits.
2. Application. An employee desiring Extended Service Severance Benefits may choose to do so by submitting an application to the Director of Human Resources by March 1<sup>st</sup> for retirement to be effective at the end of that school year.
3. Benefit. A qualified employee who makes application for, and who is approved for the Extended Service Severance Benefit will qualify for payment of an amount equal to the difference between the teacher's annual base salary as determined in accordance with Article XIV.A. of this CBP, plus the cost of PERA retirement benefits paid by the District, less the negotiated base pay for that academic year, multiplied by 1.2696 (average cost of new hire plus PERA benefits). For a qualified part-time employee, the negotiated base pay for that academic year will be *pro-rated* consistent with the teacher's contract of employment. This sum of money will be paid to the teacher (and/or his/her estate) in one of the following ways selected at the option of the teacher and subject to the following stated conditions:
  - a. Employees who attain age 55 or older in the year of severance from employment (retirement) will receive their severance pay in an annuity account. This benefit will be paid on or before Oct. 31<sup>st</sup> provided that such contributions shall not exceed the limits of Section 415(c)(1) of the Federal Tax Code. Remaining amounts owed that exceed an individual's available Section 415(c)(1) limit for a given year shall be carried over and paid on or before January 31<sup>st</sup> of the following year, but in no case shall continue beyond the five (5) year period authorized under Section 403(b)(3) of the Federal Tax Code.
  - b. Employees who will not attain the age of 55 in the year of severance from employment (retirement) have the following options for payment.
    - 1) Lump sum payable on October 31<sup>st</sup> following retirement;  
or,
    - 2) Lump sum payable on January 31<sup>st</sup> following retirement;

or,

- 3) Half ( $\frac{1}{2}$ ) payment on each of the above dates;  
or,
- 4) If the employee's resignation has been approved by the Board of Education, the money may be paid to the employee as necessary to pay for additional service credit prior to the last day of work in each option above; and
- 5) After selecting one of the above payment options, the District will enter into an Extended Service Severance Benefits Agreement providing for the payments contemplated by this Article. These agreements will be entered into and issued after July 1<sup>st</sup>, even though Letters of Intent must be submitted by March 1<sup>st</sup> of the retirement year.

**Schedule A**  
**2012-2013 Activities**

**Comment [RSR9]:** What to do about this?

Step	High School Levels					Middle School Levels	Trainers	
	I	II	III	IV	V	I	Step	Salary
<b>1</b>	3167	2800	2430	1945	1700	<b>1</b>	1277	<b>1</b> 21,634
<b>2</b>	3455	2964	2561	2070	1841	<b>2</b>	1426	<b>2</b> 23,602
<b>3</b>	3586	3142	2698	2190	1968	<b>3</b>	1579	<b>3</b> 24,498
<b>4</b>	3784	3306	2830	2314	2099	<b>4</b>	1712	<b>4</b> 25,845
<b>5</b>	4002	3482	2964	2430	2234	<b>5</b>	1892	<b>5</b> 27,318
<b>6</b>	4216	3650	3105	2555	2379	<b>6</b>	2041	<b>6</b> 28,779
<b>7</b>	4390	3814	3237	2673	2509	<b>7</b>	2192	<b>7</b> 29,958
<b>8</b>	4609	3991	3372	2800	2644	<b>8</b>	2344	<b>8</b> 31,452
<b>9</b>	4807	4156	3505	2923	2776	<b>9</b>	2504	<b>9</b> 32,804
<b>10</b>	5010	4325	3641	3046	2907	<b>10</b>	2671	<b>10</b> 34,181

**High School Positions**

Level I	Head Coach:	Football, Basketball, Wrestling
Level II	Head Coach:	Baseball, Track, Soccer, Softball, Volleyball, Lacrosse, Field Hockey, Swimming, Band
Level III	Head Coach:	Golf, Tennis, Cross Country, Gymnastics, Publications, Cheerleader and Pom Pom, Vocal Music, Forensics
	Asst. Coach:	Football, Basketball, Wrestling
Level IV	Asst. Coach:	Baseball, Track, Soccer, Softball, Volleyball, Forensics, Lacrosse, Field Hockey, Swimming
Level V	Asst. Coach:	Golf, Tennis, Cross Country, Gymnastics, Orchestra, Drama Director (for full length play) maximum 5/yr/school; Dramatics Assistance 3/yr/school @ step 3 only; Student Council Sponsor, Cheerleader and Pom Pom

**Other High School Positions**

FBLA	763	DECA	763	Auditorium Manager	1852
FCCLA	763	FFA	763	Drill Squad	1277
Hero Club	763	Link Crew	1026	Student Council	1277
TSA (Technology)	763			Group Incentive Leader	1277
Department Head	1,680	(Must have a minimum of 3 FTE in the Department to qualify)			
	137	(Additional for each member over 6)			

**Middle School Positions**

Coaches, Band, Vocal, Orchestra

8th grade football coaches can attain the maximum step of 10

**Other Middle School Positions**

Publications	1026	Drama Director	2671
Web Leader	1026	Group Incentive Leader	1277
Student Council	1277	Athletics/Activities Coordinator	1719 (2 stipends per building)
Department Head	1680	(Must have a minimum of 3 FTE in the Department to qualify)	
	137	(Additional for each member over 6)	