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# Master Agreement

Between

Centennial Education Association

And

Board of Education

Centennial School District R-1

San Luis, Colorado

June 30, 2014- June 30, 2018

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### Centennial Education Association- Centennial R-1 Master Contract

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## CONTRACTUAL AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF CENTENNIAL SCHOOL DISTRICT R-1 IN SAN LUIS, STATE OF COLORADO, ON BEHALF OF THE SCHOOL DISTRICT, AND THE CENTENNIAL EDUCATION ASSOCIATION ON BEHALF OF THE LICENSED TEACHERS OF THE SCHOOL DISTRICT.

## PREAMBLE

Whereas, the Board and the Association recognize and declare that providing a positive impact on students in the form of better education for children is their mutual aim and both parties recognize that the cooperation between them reflected within and without this Agreement is an asset to the civic and educational communities, and is the substantial benefit to the School District, its officers, staff, and students, THEREFORE THE PARTIES AGREE AS FOLLOWS:

## ARTICLE 1 DEFINITIONS

As used in this agreement the following terms shall have these meanings:

- 1-1 "ACADEMIC YEAR" as used in this agreement shall mean the period of time from the opening of the school in the fall, usually in August, through the closing of school in the spring, usually in May, as shown in the official school calendar.
- 1-2 "ADMINISTRATION" shall mean personnel designated by the Board with the responsibility and authority to recommend the hiring, transfer, assignment, discharge and discipline of employees.
- 1-3 "ADMINISTRATOR" shall mean an employee in administration as per Article 1-2
- 1-4 "AGREEMENT" shall mean any part of the Contractual Agreement.
- 1-5 "ASSOCIATION" shall mean the Centennial Education Association (CEA).
- 1-6 "BOARD" shall mean the Board of education of Centennial School District R-1.
- 1-7 "Building" shall mean any facility where employees perform their duties.
- 1-8 "CALENDAR YEAR" shall mean the period of time from January 1 to December 31.
- 1-9 "CONTRACT DAY" shall mean a day that an employee is scheduled to work as per the school calendar. This will include student contact days, parent-teacher conference days, and professional development days.
- 1-10 "DISTRICT" shall mean the Centennial School district R-1, Costilla County, State of Colorado.
- 1-11 "EMPLOYEE" shall mean the same as teacher.
- 1-12 "FULL-TIME CERTIFIED CLASSROOM TEACHING STAFF" shall mean all regularly assigned licensed teaching staff employed by the Centennial Board of Education, TITLE I, plus all full-time Special Program Licensed Teachers.
- 1-13 "HALF DAY" shall mean: the time from 7:45 am until 12:00 noon, or from 12:00 noon until 4:20 pm.

- 1-14 "IMMEDIATE FAMILY" shall mean, spouse, parents, parent-in-law, children, brothers, sisters and grandparents of both families.
- 1-15 "PARENT-TEACHER CONFERENCE DAY" Shall mean the period of time, usually in half-day increments, that employees are engaged in parent-teacher conferences as scheduled in the school calendar.
- 1-16 "PARTIES" shall mean the Centennial Education Association and the Board.
- 1-17 "PROFESSIONAL DEVELOPMENT DAY" shall mean a mutually agreed upon day that will meet the professional development needs of the instructional staff.
- 1-18 "SCHOOL DAY" or "DAY" as used in the Agreement shall mean that period of time when an employee is required to perform either teaching or non-teaching duties and/or to be present at a given building or location. During the summer break. "day" shall mean the time an employee works excluding weekends and holidays.
- 1-19 "SCHOOL YEAR" means July 1 through June 30 next following. C.R.S. 22-63-103(9)
- 1-20 "STUDENT CONTACT DAY" shall mean a contract day, within the academic year, that an employee is actively engaged with students in the instructional process including student assessments.
- 1-21 "TEACHER" shall mean any licensed employee who is on the Teachers' Salary Schedule and is on more than one-half (1/2) time contract. Excluded from the definition shall be any person who acts in an administrative capacity for the District.
- 1-22 "Work Day" shall mean a regular school day that students are not present, which will allow teachers to work in their classrooms.

## ARTICLE 2 RECOGNITION

- 2-1 The Board recognizes the Centennial Education Association as the sole negotiating agent for all full-time licensed classroom teaching staff of the District.
- 2-2 The Board agrees not to recognize any teacher organization other than the Association nor shall the Board negotiate directly with any teacher(s) for the duration of the Agreement.
- 2-3 The Association shall certify to the Board no later than September 30<sup>th</sup> of each year, adequate evidence that its current membership lists represent a majority of the teaching staff in the District. If at any time not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement, any negotiations unit teacher, or group of negotiations unit teachers, may submit a petition to the Board signed by thirty percent (30%) of the negotiation unit requesting that an election be held to determine the representation status.
- 2-4 In the event that such petition, and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the Association other specified organizations, or no organization. If agreement for the conducting of an election within thirty (30) days of the presentation of the petition, unless mutually agreed otherwise. The cost of conducting such elections shall be borne equally by those interested groups, which appear on a ballot. A majority of eligible personnel shall constitute a majority for the purposes of determining (recognition) status. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void on the expiration date of the Agreement.
- 2-5 The Board may challenge the majority representations status of the Association and request a representation election no less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement. Such election shall be conducted as noted above. Costs of a Board-challenged election shall be borne by the Board.
- 2-6 The Board recognizes Centennial Education Association as the sole negotiating agent for all full-time licensed teaching employees of the District except the following classifications: Superintendent, Principal(s), Grants Manager, or other person in administration.

## Article 3 GENERAL PROVISIONS

- 3-1 The Association recognizes the Board as the governing body of Centennial School District R-1. Therefore, this Agreement shall not infringe on inherent managerial policy including, but not limited to, the functions and programs of the Board, standards of services, the Board's budget, utilization of technology, the organizational structure of the schools, and the selection and direction of personnel with the exception of items in the negotiated contract. The Board and the Association shall abide by all applicable state and federal status, rules and regulations. No agreement shall abrogate the legal rights, obligations and powers of the Board including its power to make policy.
- 3-2 Both parties shall adhere to legal statutes, as stated in the 14<sup>th</sup> Amendment of the US Constitution and Colorado State Law, in regards to non-discrimination on the basis of race, sex, color, creed, religion, national origin, age, or marital status.
- 3-3 No member of the Association shall be discriminated against for his/her participation and involvement in Association matters. If any member through participation in Association activities, violates any contractual provisions, Board policy, or established laws, such member(s) may be subject to District disciplinary actions.
- 3-4 This Agreement constitutes an official contractual agreement between the Board and the Association, and both parties shall carry out the commitments contained herein and give them full force and effect.
- 3-5 The parties recognize the right and need of the Board to adopt policies, rules, and regulations on matters not covered by this Agreement. The parties also agree that such additional policies, rules, and regulations are not intended and shall not be understood to alter rescind or change any provision contained in the Agreement.
- 3-6 No change, recession, alteration, or modification of the Agreement, in whole or in part, shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 3-7 It is recognized that Centennial School District R-1 is considered the primary employer of all negotiation unit teachers and, as such is due certain responsibilities and obligations.
- 3-8 The provisions of the Agreement shall control where any conflict exists between this Agreement and Board or Association policy, practice, rule, or regulation not incorporated in this Agreement. Any matter not covered by the provision of this Agreement shall be controlled by adopted Board Policy.



- 3-9 The Board and the Association recognize that the Board has certain powers, discretion, and duties that, under the laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but in all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.
- 3-10 Any provisions of this Agreement, which is contrary to law, but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of such legislation or the issuance of such ruling.
- 3-11 The Association recognizes the Superintendent of Schools and the Chief Executive officer of the Board.
- 3-12 The cost of printing this contract shall be shared by the District and the Association,
- 3-13 Any and all teaching and extra-curricular contracts issues by the Board to each and every full-time certified classroom teachers shall be subject to, and dependent upon, the terms and conditions of this Agreement.
- 3-14 **HOLD HARMLESS:** In case of erroneous deductions or overpayments, the Director of Business and the affected party shall agree on a repayment schedule.

## ARTICLE 4 NEGOTIATIONS

- 4-1 After October 1 and prior to November 1, the Association may request initiation of negotiations for provisions of the agreement and/or successor Agreement, by submitting a written request to the Superintendent.
- 4-2 Negotiations shall be conducted by the Board and the Associations. If negotiations are not completed by the fifteenth (15<sup>th</sup>) day of February, the parties shall be considered to be at impasse.
- 4-3 Ground Rules:
- 4-3-1 Membership on Negotiations Committee:
- a) The Negotiations Committee for the Association shall be determined by the Association
  - b) The Negotiations Committee for the Board shall be Board members, administrators, and/or their designee(s)
  - c) All negotiations shall take place exclusively between the designated representatives of the parties.
- 4-3-2 Negotiations will be conducted in closed session unless public sessions are mutually agreed to.
- 4-3-3 Either party may call witnesses to present information during negotiations sessions if the type of information and the purpose of such witness(es) is mutually agreed to by both parties at a prior meeting.
- 4-3-4 Upon reasonable request, both parties shall provide each other with available information regarding negotiations.
- 4-3-5 Initiation of Procedures:
- The parties shall submit in writing all contract proposals to each other in a formal session no later than November 15.

#### 4-3-6 Scope of Bargaining:

- a) The scope of bargaining shall include salaries, fringe benefits, terms and conditions of employment, professional development, and educational reform
- b) Each year, the parties shall renegotiate the economic provisions of the Agreement, and each party may bring one (1) article to be renegotiated each year. The parties may mutually agree to exceed this number. A successor Agreement shall be renegotiated between the parties in the fall of 2017

#### 4-3-7 Negotiations

- a) Time, date and place for the next session will be established at the onset of each meeting.
- b) A quorum for negotiations consists of two (2) members for each team.
- c) Either party may recess to private caucus at any time during the session.
- d) Sessions may be adjourned by either party. Early adjournment may be called by mutual agreement of both parties.
- e) Each session shall be limited to no more than (3) hours unless otherwise mutually agreed upon
- f) Each party will bargain in "good faith". Good faith is defined as an honest attempt to resolve issues for the purpose of reaching an agreement.

#### 4-3-8 Ratification of Agreement

- a) Tentative agreement reached during negotiations shall be reduced to writing and shall be dated and signed by the spokespersons of both parties.
- b) The complete tentative agreements shall be submitted and recommended first to the Association for ratification. After ratification by the Association, the Agreement shall be recommended to the Board. Upon approval and after necessary action by the Board or its authorized agents, the terms of the Agreement shall be implemented.

4-4 The District shall provide the Association with whatever budgetary, financial, or staffing information requested by the Association.

#### 4-5 Impasse:

4-5-1 If progress cannot be made on an item, that item shall be set aside by either party, and other items shall be discussed. If a point is reached when no further progress can be made on any items, either party may declare impasse.

#### 4-5-2 Mediation:

- a) If impasse is reached, the issue(s) in disputed shall be submitted to a mediator for the purpose of bringing the parties to voluntary agreement.
- b) The parties may mutually agree on the selection of a mediator.
- c) If after five (5) days the declaration of impasse, the parties cannot agree to a mediator, one shall be requested from the Federal Mediation and Conciliation Service.
- d) The cost of mediation, if any, shall be shared equally by both parties.

#### 4-5-3 Fact Finding:

- a) If mediation does not result in agreement on the issues at impasse, those issues shall be submitted to a fact-finding panel for recommendation to the parties.
- b) The fact-finding panel shall be selected as follows: The Board shall select one member of the panel. The Association shall select one member of the panel. Each party will make its choice within five (5) days after the mediation process has been ended. The two members as chosen shall meet and agree on a third member of the panel.
- c) If they cannot agree within five (5) days, the American Arbitration Association shall be requested to provide a panel member. The third panel member shall be the chairperson of the panel.
- d) Within reasonable time after conclusion of the fact-finding hearings, but no longer than ten (10) days, the panel shall issue its report to the Board and the Association. In that report the panel shall state findings of fact and recommendations for resolution of the issues at impasse.
- e) The cost of fact-finding, in any, shall be shared equally by both parties.

- f) The fact finder's report shall be advisory only, and shall not be binding on either party.
- 4-6 The Board and the Centennial Education Association agree to reopen negotiations in good faith discussion with respect to such matters.

## ARTICLE 5 PROFESSIONAL RELATIONS

- 5-1 The Board agrees to deduct from the teacher's salary an amount certified by the Association to cover dues from the Centennial Education Association, and the National Education Association, upon receipt of a continuing salary deduction form signed by the individual teacher. The dues shall be deducted in twelve (12) equal payments. The teacher shall request said salary deduction no later than October 30 for the ensuing school year, unless the teacher is hired after October 30, then said teacher has thirty (30) days to request the deduction.
- 5-2 Said form shall include a waiver of all rights and claims against the Board and the District for moneys so deducted.
- 5-3 The Board further agrees to transmit all such deductions to the local association on a regular monthly basis.
- 5-4 Dues for member of the Association shall continue to be deducted by the District annually unless a member discontinues his/her membership before September 15, of said year.
- 5-5 It will be the responsibility of any individual wishing to cancel authorization of payroll deductions during the school year to notify the District office and the Association President in writing. This must be done prior to September 15, and dues for that year and ensuing years will terminate until the teacher rejoins.
- 5-6 The Association shall request the use of school facilities for meetings from the respective building principal provided such request is presented three (3) days in advance and such request does not conflict with regularly scheduled school functions. The approval shall come from the Superintendent's office.
- 5-7 The Association shall have the right to place notices; circulars and other materials concerning Association business on faculty lounge bulletin boards and in teachers' mailboxes.
- 5-8 It shall be the responsibility of the Association to incur all costs related to the production and/or reproduction of materials related to Association efforts.

## ARTICLE 6 TEACHER TRANSFER AND ASSIGNMENT

### 6-1 Transfer:

6-1-1 Elementary transfer shall mean a change from one grade level to another or any change from one discipline to another (Grades K-6).

6-1-2 Secondary Transfer shall mean a change from one discipline to another (Grades 7-12).

6-2 Teachers will be assigned within the scope of their teacher license, or their major or minor fields of study, or 24-semester hour NCLB requirement.

### 6-3 Voluntary Transfers:

6-3-1 Request- When a vacancy occurs, a highly qualified teacher may request a transfer to that position providing he/she submits a written request to his/her respective building principal.

6-3-2 Process- The building principal will schedule a meeting with said teacher to discuss the transfer request within five (5) days after receipt of said request. The building principal will advise the teacher in writing as to the specified reason(s) for denial of a transfer within five (5) days.

### 6-4 Involuntary Transfer

6-4-1 Involuntary transfers will take place in cases of emergencies only.

6-4-2 When a transfer of a teacher is necessary, teachers highly qualified for the particular vacancy will be considered for the transfer by the administration.

6-4-3 If there is not a request for said transfer, the Superintendent has the final authority to transfer, on recommendation of the building principal, a highly qualified teacher to that vacancy.

## ARTICLE 7 GRIEVANCE PROCEDURES

- 7-1 Purpose: The purpose of this procedure is to insure fair solutions to teacher complaints as early as possible and at the most immediate administrative level.
- 7-2 Definition: A grievance shall mean a written complaint by a regularly licensed classroom teacher or the Association that there has been an alleged violation, misapplication, or misinterpretation of the Agreement. Any matter of dispute taken directly to the Board for resolution may not be filed under this grievance procedure.
- 7-2-1 An aggrieved person is the party making the claim. This may be an individual teacher, a group of teachers, or the Centennial Education Association (the CEA).
- 7-2-2 Time Limits:
- a) "Day shall mean school day".
  - b) Time limits may be extended by mutual agreement, in writing, of both parties.
  - c) The aggrieved person shall submit the grievance not later than fifteen (15) days from the date the employee became aware of the alleged violation, misapplication or misinterpretation of the Agreement.
  - d) Failure of the principal or Superintendent to communicate a decision within the time limits shall permit the aggrieved party to proceed to the next step.
- 7-3 Representation: The aggrieved party may include a grievance representative to be present at any steps of the procedure.
- 7-4 Group Grievance: If a grievance affects a group of teachers or the Centennial Education Association, the CEA may initiate a grievance on behalf of those teachers or on behalf of the Association. Grievances affecting a single building will be initiated with the building principal. Grievances affecting more than one building will be initiated with the Superintendent, but copies of the grievance shall be presented to all building principals.
- 7-5 No Reprisals:
- 7-5-1 No reprisals will be taken by the District against any teacher because of his/her participation in a grievance.



7-5-2 All documents, communications and records concerning a grievance shall be filed separately from the personnel files of the participant.

7-6 Procedure:

7-6-1 Level 1: Building Principal

- a) A problem shall first be discussed with the aggrieved's immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved:
  1. May discuss the problem personally; or
  2. May request that the Association representative accompany the aggrieved.
- b) If solution satisfactory to the aggrieved party cannot be reached through discussion, a written grievance may be filed with the principal within five (5) days of the discussion.
- c) The written grievance will contain these elements:
  1. Name(s) of the aggrieved person(s);
  2. Place and date;
  3. Statement of grievance and an explanation of alleged violation, misapplication, or misinterpretation of Master Agreement provisions;
  4. Relief sought by the aggrieved party.

The written complaint shall specify the alleged violation of the Agreement with specific reference to the Article and subsection in question.

- d) Within fifteen (15) days of receiving the grievance, the principal will give written notice to his/her decision, including reasons for that decision.

7-6-2 Level 2: Superintendent

- a) If the aggrieved person is not satisfied with the decision reached at Level 1, the written grievance is to be filed within five (5) days with the Superintendent. The appeal shall contain the following:
  1. A copy of the teacher's original complaint to the immediate supervisor.

2. A copy of the immediate supervisor's decision
  3. A CEA opinion as to the unacceptability of the immediate supervisor's written decision as it pertains to 7-2 of this Agreement.
- b) Within seven (7) days of receiving the grievance, the Superintendent will meet with the aggrieved person in an effort to resolve the grievance.
- C) Within five (5) days of the meeting, the Superintendent will give written notice of his/her decision including reasons for that decision.

7-6-2 Level 3: Due Process Panel:

- a) If the aggrieved person is not satisfied with the decision reached at Level 2, the written grievance is to be filed within seven (7) days with the President of the Board.
- b) Selection of the Due Process Panel:
1. Within seven (7) days after receiving the grievance, the Board shall designate one member of the Due Process Panel. This designee may be any person the Board shall choose. The selected person's name will be submitted in writing to the Association.
  2. Within seven (7) days of submitting the grievance, the Association shall designate one member of the Dues Process Panel. This designee may be any person that the Association shall choose. The selected person's name will be submitted in writing to the Board.
  3. After the Dues Process Panel is designated, the two panel members shall make efforts to reconcile the grievance. If after fourteen (14) days, progress cannot be made, the two (2) panel members shall meet to select a third member of the panel. They may select any person mutually agreed upon. If after seven (7) days they have not they have not agreed to a third panel member, they shall call upon the American Arbitration Association to furnish the third panel member.
- c) Hearing by the Due Process Panel:
1. Within ten (10) days of the selection of the third panel member, the panel shall conduct a grievance hearing. The third panel member shall be chairperson of the panel.

2. All parties to the grievance and their representatives may be called to give testimony.
  3. The panel hearing shall be conducted in closed session.
- 7-6-4 The decision of the majority of the Due Process Panel shall be advisory to the Board.
- 7-6-5 The Board at its next official meeting after receiving the Panel's recommendation shall decide whether to accept or reject that recommendation. Rationale for the Board's decision must be submitted in writing to the aggrieved party. The Board's decision constitutes the final step in the grievance procedure.

## ARTICLE 8 TEACHING HOURS AND TEACHING LOAD

- 8-1 The contractual obligation of teachers for the academic year shall be 152 days (146 student contact days, one of which is two ½ day parent-teacher conferences), with four of these days during mutually agreed upon Fridays during the year, to be used for professional development purposes. The district will make every effort to schedule professional development days in full day increments.
- 8-2 The teacher's workday shall begin at 7:45 am and shall conclude at 4:20 pm. An administrator and one (1) volunteer staff member will be on duty from 7:30-7:45 am. There will be restricted access to the commons area, which will be used as a study hall period for the students. ~~The staff member will receive one (1) free meal on day of duty.~~ At 7:45 am, the normal duty schedule goes into effect.
- 8-3 Unless a teacher is specifically assigned a duty on a rotation roster basis, the lunch hour shall be considered duty-free and teachers are free to leave the school during that time. As a professional courtesy regarding school safety, teacher leaving campus during their lunchtime are to sign out through the office and sign in upon return to campus.
- 8-4 A time equivalent of one period of the normal instructional time shall be reserved to each teacher for planning and conference. During the preparation time, teachers shall not be assigned to other duties except for emergencies, conferences, or unusual scheduling problems. Preparation time shall be interpreted as part of the teacher's school day and should be used for instructional and program planning. Teachers should not conduct excess personal business, Association business, or leave the building during their preparation time without approval from the principal.
- 8-5 In addition to required teaching hours and teaching load, teachers may be assigned to committees or projects involving development and evaluation of curriculum. Remuneration, in the form of hourly wages, shall be set forth as agreed to in Article 18-12 of this contract. Work done by committees or for projects shall be approved by the Superintendent.
- 8-6 The use of a teacher's planning time for administrative conferences will be kept to a minimum.

ARTICLE 9  
CLASS SIZE

- 9-1 The District and the Association acknowledge that proper class size is a function of many factors, including course objective(s), subject matter, teaching process, scheduling patterns and style of educational activity. Furthermore, efforts will be made to adjust class size to allow individual attention to each student.
- 9-2 When considering proper class size, the parties shall consider both the classroom facilities and the special characteristics of the pupils. It is understood that handicapped pupils or those with learning disabilities, or emotional disabilities require considerably more attention than do others.

## ARTICLE 10 LEAVE DAYS

*The Association and the Board of Education believe the most effective learning takes place in a consistent structured environment. We believe that the assigned teacher's presence in the classroom is vital to a quality education. Annual leave is provided in the event that a teacher needs to be out of the classroom due to illness or other personal reasons. The leave concept works most effectively when all parties communicate in its application. As such, staff leave is discouraged during teacher workdays, staff development days, building work sessions, and testing windows.*

- 10-1 Procedures for changing authorized leaves: For an absence of one-half working day (4 hours and 18 minutes or less), a deduction of one-half day shall be made from leave allowance; for an absence of more than one-half day, a full day's deduction will be made.
- 10-2 Emergency Leave:  
Emergency leave during the school year or before or after a regularly scheduled holiday or school break may be granted in extenuating circumstances. A written request will be submitted to the Superintendent.
- 10-3 Any employee who is tardy, without just cause, between the arrival time and fifteen (15) minutes thereafter may cause a deduction of one-eighth (1/8) of one day's pay. The strict enforcement of this provision will be the sole responsibility of District administrative personnel, and their efforts will replace any type of mechanical time-keeping devices and/or sign-in/out procedures.
- 10-4 Leave:
- 10-4-1 At the beginning of the current academic year, each teacher shall receive thirteen (13) leave days. Leave for contracted teachers who work less than full time, or who commence employment at a time other than the beginning of the academic year, shall receive leave entitlement pro rata based on the rate of one and four-ninths (1 4/9) day per month of employment. Upon resignation or termination any leave used but not earned shall be reimbursed to the school district.
- 10-4-2 Procedures for Notification
- a) Each teacher requiring leave should notify his/her building principal as prescribed:
- 1) Preferably, the evening before the anticipated absence.

- 2) On or before 6:30am on the day of the absence. Notification after 6:30 may be denied, based on availability of substitutes, except in cases of documented emergencies.

10-4-3 Regularly licensed teachers may accumulate up to sixty (60) days of leave. Unused leave, which remains at the end of the given school year, shall automatically be credited to the teacher's account, up to sixty (60) days maximum. This will not affect the regular contract allotment of leave agreed to in this contract. The use of accumulated leave days beyond two (2) consecutive weeks shall require a physician's medical release form. Unused leave days beyond an accumulated total of sixty (60) shall be reimbursable at the end of each school year at the regular substitute rate.

10-4-4 The Board reserves the right to challenge the physical condition of a teacher in relation to his/her performance of contractual obligations. The Board assumes financial responsibility for any test necessary for such determination.

10-4-5 Leave with full pay shall be granted to all teachers. If the teacher follows proper procedure, leave will not be denied.

10-5 Jury Duty: Upon presentation of a court subpoena or jury summons, a teacher may, without loss of pay, be allowed a short absence to serve as a witness, or for jury duty. Any money received as a result of such services on District time shall be relinquished to the District. Summoned teacher must present court documentation of request for appearance to respective principals.

10-6 Leave of Absence: Any non-probationary teacher may be granted a leave of absence by permission of the Board for the purpose s or receiving an advanced degree, health reasons, or travel. This leave shall not exceed one (1) year and no pay will be given during the period of leave. Upon return from such leave, the teacher shall be returned to the same assignment, whenever possible, that he/she held prior to the leave. The above is subject to Article 15, Reduction in Force.

10-7 Professional Leave: Leave without loss of pay may be granted to a limited number of staff members to attend state or national meetings, to visit other programs, or to represent the school at league meetings, etc. provided that the principal and Superintendent give approval. Reasonable expenses shall be paid by the District.

10-8 Association Leave: The District shall grant two (2) leave days yearly, without loss of pay, to each of the two (2) Association delegates for the purpose of attending CEA Delegate Assembly (4 days total). The Association shall also be allowed an additional two (2) days, without loss of pay, of leave yearly so that officers and members may attend Association activities. Total combined Association leave will not exceed six (6) days.

10-9 Family Leave: A parental leave of absence for up to one (1) year shall be granted to an employee for the purposes of childbearing and/or child rearing as follows:

10-9-1 To be eligible for family leave, an employee shall have been employed for at least 12 months.

10-9-2 Any employee shall be entitled, upon request, to leave for the birth or adoption of a child or for planned medical treatment up to 12 weeks. At least 30 days prior notice is required unless circumstances dictate otherwise.

10-9-3 A non-probationary teacher who is granted leave of absence shall be guaranteed re-employed rights in accordance with the provision of Article 15.

10-10 Bereavement Leave:

10-10-1 Three (3) successive days may be taken in case of death of an immediate family member. Approval of additional day may be requested from the building principal, and if granted, said days shall be charged to the leave allowances.

10-10-2 Non-immediate family bereavement leave will be granted in one-half (1/2) day increments from the leave allowance.

10-10-3 IMMEDIATE FAMILY shall mean spouse, parents, parents-in-law, children, brothers, sisters and grandparents of both families.

10-10-4 Single day leave shall be granted in cases of death to relatives outside the immediate family, to be taken from leave allowance.

10-11 Sick Leave Bank:

10-11-1 All employees of Centennial School District are eligible for membership in the Sick Leave Bank.

- a) Responsibility for all operations of the Sick Leave Bank is vested in the Bank Board.
- b) The Bank Board will consist of two (2) members from each staff group: administration, teachers and Education Support Personnel, These Board members shall be chosen by their respective groups.

10-11-2 All employees who are not members of the Sick Leave Bank may contribute one (1) day of leave to the Sick Leave Bank. Such day will be contributed by filing a Request for Leave form and specifying "donation to Sick Leave Bank." This shall entitle the employee to membership in the Employee Sick Leave Bank until such time as the Bank Board declares a special enrollment period to replenish the Bank as per Article 10-11-3. The annual enrollment period shall be the period of



time within thirty (30) days after the employee's first workday. No employee may enter the Bank membership after the enrollment period expires.

10-11-3 Any days remaining in the Centennial Sick Leave Bank at the end of a school year will be carried over to the next school year and will be make available for use during the subsequent school year. If the total number of days remaining in the Bank drops to seventy-five (75) or less days, another day shall be contributed to the Bank as per Article 10-11-2. Upon declaration of a special enrollment period to replenish the Bank, each employee shall contribute one leave day in order to maintain membership.

10-11-4 Any person applying for Sick Leave Bank benefits must have used all of his/her own leave before drawing from the Bank.

10-11-5 A maximum of fifteen (15) school days each year can be drawn by an individual from the Bank.

10-11-6 Persons withdrawing sick leave days from the Bank shall not have to replace those days

10-11-7 Applications for benefits from the Bank shall be made in writing to the Bank Board.

10-11-8 Benefits of the Bank shall be restricted to illness of members or their immediate family.

10-11-9 Should a dispute arise or should the number of days requested exceed the number of days remaining in the Bank, a decision shall be rendered by the bank board. The decision of the Bank Board may be subject to appeal. The appeal shall be made to an ad hoc committee of four (4) persons, two selected by the President of the Association and two selected by the Superintendent.

#### 10-12 Appointive and Elective Office Leave:

10-12-1 If an employee is appointed or elected to a state board or state commission which is directly concerned with matters relating to the teaching profession or the state's public schools, that employee may serve without loss of pay, provided the time spent is not for more than then (10) school days in a school year. Additional time without pay may be granted upon application to the Superintendent.

10-13 Military Leave:

10-13-1 An employee who served on active or reserve duty with the Armed Forces of the United States shall be accorded such re-employment and other rights as are provided by law.

10-13-2 The teacher may, without loss of pay, be allowed to serve on military duty. Any money received as a result of such leave on district time shall be relinquished to the District. The teacher may choose to relinquish the corresponding District pay.

ARTICLE 11  
SCHOOL CALENDAR

- 11-1 The School Year will consist of 146 student contact days (one of which is two ½ day parent-teacher conferences) and 6 staff development days totaling 152 contract days.
- 11-2 Centennial School District will operate under an extended day 4-day-per-week school calendar.
- 11-3 One (1) Parent-Teacher conference per semester shall be set by mutual agreement between the principal(s) and teachers.
- 11-4 Elementary Teachers Workday: Elementary teachers will be allotted one workday per quarter. Elementary students will not attend school on each workday. The scheduling of those days shall be by a majority of the elementary staff.

**SEE APPENDIX III FOR SCHOOL CALENDAR**

## ARTICLE 12 NON-TEACHING DUTIES

- 12-1 The District and principals shall strive to keep non-teaching duties to a minimum. When non-teaching duties are assigned, they will be assigned in an equitable manner.
- 12-2 The District and principal will make every effort to assign morning, lunch and after school supervision duties on a rotation basis and in an equitable manner. Morning duty will be on a weekly rotation schedule. Four (4) teachers will be on duty beginning at 7:45 am. For all other teachers, the workday will be 7:45 am to 4:20 pm.
- 12-3 The building principals shall make efforts to assign non-teaching duties in a manner mutually acceptable to the teachers and the District.
- 12-4 Attendance at regularly scheduled Parent-Teacher conferences is mandatory for all teachers. Schedules shall be discussed with respective building level teachers. Final authority shall be vested in the Superintendent for the establishing of a conference schedule.
- 12-4-1 In cases of emergencies, this request will be waived on approval by the superintendent.
- 12-4-2 Parent- Teacher Conferences will be held once each semester on early dismissal days as allowed by statute. Teachers having completed their scheduled conferences will be free to leave after 7:00pm.
- 12-5 Both the Association and the Board understand the necessity in the formulation and maintenance of effective parent/school support organizations, which help provide positive impact on students and the total school environment. All effort shall be made to coordinate the efforts of both teachers and administrators to lend direction and support to all such organizations.

## ARTICLE 13 PROFESSIONAL RIGHTS

- 13-1 The Association's right to open and honest expression at Board meetings shall be protected.
- 13-1-1 The teacher's rights to open and honest expression at faculty meetings shall be protected.
- 13-2 The teacher's rights to affiliate with professional, political and religious organizations shall not be abridged.
- 13-3 Procedures for shared decision-making by teachers shall be established for the selection and purchase of instructional material and supplies.
- 13-4 Teachers will receive administrative and District support in dealing with student discipline problems. Teachers are expected to maintain and follow a fair and reasonable approach to student discipline and to help maintain acceptable discipline of all students, regardless of grade level, within the school premises. Employees involved may request a written report of actions taken by the administration in dealing with student discipline problems.
- 13-5 No action shall be taken upon any complaint by a parent or student directed toward a teacher, nor shall any notice thereof be included in the teacher's personnel file, unless the matter is promptly reported to the teacher. The complaint must be signed by either the complainant, or, if the complaint is independently verified by an administrator, the administrator.
- 13-6 A planning committee composed of the building principal and four (4) teachers shall be established yearly for each of the school levels (elementary and secondary) to discuss concerns involving: curriculum, scheduling, extra-curricular activities, classroom needs and public relations.
- 13-7 No teacher shall be disciplined or reprimanded without just cause. It is not the intent of this Article to grant non-probationary status to probationary teachers.
- 13-8 The Board and the Association recognize that arrangements pursuant to which employees are given increased responsibility for making decisions with regard to their day-to-day teaching assignments can foster the collegial exchange of ideas and information conducive to improving professional practice and education process. Therefore, it is the policy of the school board to encourage the participation of teachers in the formulation of instructional/teaching processes, which will enhance performance outcomes by students.

13-9 In the event an employee is assaulted while carrying out his/her duties and responsibilities as an employee of the district, the district will protect the due process rights of the employee and keep said employee informed of the district's actions.

## ARTICLE 14 EVALUATION

### 14-1 General Provisions:

14-1-1 The primary purpose of personal evaluation shall be:

- To serve as a basis for improvement in instruction;
- To enhance the implementation of programs of curriculum;
- To serve as measurement of the professional growth and development of certificated personnel; and
- To evaluate the level of performance of certified personnel

14-1-2 Personnel evaluation shall be a positive, developmental, and continuous process, consistent with the provisions set forth herein, and shall serve to assure the performance of each employee according to the established criteria of each employee position.

14-1-3 Monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio or video systems or similar surveillance devices for monitoring or observing the work performance of an employee shall be strictly prohibited.

14-1-4 An employee may attach comments or rebuttal statements to his/her evaluation report according to the procedures set forth in this Article in 14-5-3(b).

14-1-5 No evaluation conference shall be used as a forum to warn, reprimand or discipline an employee in any way, except as addressed in the written evaluation.

14-1-6 An employee shall have the right to have a representative of his/her choice present during any evaluation conference.

### 14-2 Responsibility for Evaluation:

14-2-1 To ensure valid and reliable evaluation throughout the District, the Board will provide for the formal training of evaluators in techniques of evaluation.

14-2-6 Within four weeks after the beginning of each contract year, the District shall acquaint each Certified Employee with the District evaluation procedures, standards, and instruments. Each Certified Employee shall be advised as to the member of the administration who will evaluate his/her performance. The purpose of this orientation

will be to achieve mutual understanding of the evaluation system by all parties. No evaluation of a Certified Employee shall take place until that Certified Employee has been advised of the procedures, standards, instruments, and assigned Evaluator as required above.

14-2-7 No employee shall evaluate any other employee other than the assigned Evaluator.

14-3 Frequency of Evaluation:

14-3-1 Probationary Teachers will be formally observed no less than once each semester; such observations shall be completed by January 15, and May 1.

14-3-2 Non-Probationary Teachers will be formally observed no less than once each year; such evaluation shall be completed by May 1.

14-3-3 If, during the school year, a teacher is transferred to another position not under his/her immediate supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

14-4 Evaluation Criteria: Quality Standards

14-4-1 The following criteria shall be used in the evaluation of employees:

- a) Teachers: 50% of a teacher's evaluation will be based upon Standards 1-5 of the Teacher Quality Standards. The other 50% of a teacher's evaluation will be based upon Teacher Quality Standard 6 as per S.B. 10-191.
- b) Specialized Service Personnel: 50% of a teacher's evaluation will be based upon Standards 1-5 of the Teacher Quality Standards. The other 50% of a teacher's evaluation will be based upon Teacher Quality Standard 6 as per S.B. 10-191.

14-4-2 No employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, punitively transferred, adversely evaluated, or otherwise deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure set forth in the Agreement.

14-4-3 No Employee shall be disproportionately evaluated in an area outside the scope of his/her primary work assignment.

14-4-4 No negative evaluation of classroom performance shall be predicated upon the employee's use of "controversial" materials, provided that such materials are consistent with the age of maturity level of the student's and the District's education and curriculum guidelines and policies.



14-4-5 No negative evaluation of performance shall be predicated upon lawful, non-school related personal activities, which have no impact upon the employee's effectiveness in his/her, assignment.

14-4-6 An effectiveness rating shall be based on the Colorado State Model Evalu which can be viewed at <http://www.cde.state.co.us/educatoreffectiveness/teacherqualitystandardsreferenceguide>.

14-5 Process of Evaluation:

14-5-1 The process of evaluation shall include fair and reasonable observation of the work of the employee by the evaluator using the Colorado State Model Evaluation System.

14-5-2 Observation Procedures:

For the purpose of evaluation, each employee shall be directly observed by his/her evaluator twice in the performance of his/her assigned duties.

- a) Pre-observation(s) Conference: There shall be a pre-observation conference at least five (5) days prior to any announced observation. The conference shall be held between the evaluator and the employee to document in writing the specific objectives and methods and materials planned to be observed, with each party retaining a copy. The actual observation shall be limited to those objectives, methods and materials discussed and documented in the pre-observation conference.
- b) Two (2) observations of a minimum duration of thirty (30) minutes each shall be required in connection with the evaluation of all employees.
- c) Observation Report: The evaluator shall write a report on all such observations; the employees shall receive, within forty-eight (48) hours, a copy of such report.
- d) Post-Observation(s) Conference: Within five (5) working days following the observation, the evaluator will hold a post-observation conference with the employee. At this conference the evaluator will review with the employee the observation and what is to be incorporated into the written evaluation.
- e) Should potential trouble spots be recorded by the evaluator in observing the work performance of the employee, the evaluator shall call these to the attention of the employee during the post-observation conference. In

addition, the evaluator shall provide the employee with specific suggestions and recommendations for increasing the quality of the employee's instruction and shall make an effort to provide assistance, including time during the regular working day, material resources and consult services to implement the recommendations.

1. Two (2) additional observations of a full class period each, or their equivalent, shall be required within a mutually agree timeline. Each additional observation shall be followed by a written observation report and a conference between the employee and the evaluator in order for questions arising from the observation to be discussed.
2. Should the employee correct said potential trouble spots during this time period, the correction shall be noted in the next summative evaluation.

#### 14-5-3 Evaluation Report:

An evaluation report shall be prepared by the evaluator following the completion of the process described herein and in accordance with the timelines prescribed therein.

- a) The report shall include the following:
  1. The employee's name and assignment;
  2. The time and date of observation(s);
  3. A description of any type of data, the system of gathering such data, and the source(s) of such data to support the evaluator's conclusion;
  4. A professional growth plan that outlines goals and action steps that the employee and evaluator have mutually agreed upon for continuous improvement of the employee's performance based upon the evaluation criteria, including specific mention of strengths, as well as deficiencies, if any;
  5. A written improvement plan, if necessary, which shall include the following:
    - a) A description of the deficiency in terms of the evaluation criteria;
    - b) A set of expectations delineating what levels of performance constitutes acceptable performance in the deficient area;

- c) A prescription for remediation that defines courses of action and time expectations so the affected employee can reach an acceptable level of performance;
  - d) A prescription for assistance by the District, whereby the employee will be assisted and counseled to improve performance to the acceptable level;
6. A signature line for the evaluator;
  7. A signature line for the employee; and
  8. A signature line for the evaluator's supervisor.
- b) A conference shall be held between the evaluator and the employee to review and discuss the evaluation report.
1. The employee shall receive a copy of the evaluation report at least one (1) day prior to the conference so that the employee may be prepared to discuss the report.
  2. The evaluation report shall be signed by the evaluator and the employee. The signature of the employee does not mean the employee agrees with the contents of the report; rather, the employee's signature indicates only that the report has been reviewed and the employee has received a copy of the report. The employee must sign the report.
  3. Within ten (10) working days, following the evaluation conference, the employee may submit written comments or rebuttal of his/her evaluation report. These written documents shall be made a part of the official evaluation report and shall be attached to the formal evaluation report for placement in the employee's personnel file.
  4. The employee may appeal for a review by the evaluator's supervisor any part of the evaluation process and/or the evaluation report.
  5. One (1) copy of the finalized evaluation report, signed by the evaluator and the employee, shall be retained by the employee, and one (1) copy shall be retained for the employer. Following an assessment, the evaluator's supervisor shall sign

the evaluation report and forward the report for placement in the employee's personnel file.

14-6 Personnel Files:

14-6-1 Employees shall have their right, upon request, to review the contents of their personnel files and to receive, a copy of any documents contained therein.

14-6-2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon, An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

14-6-3 An employee reviewing the contents of his/her personnel file shall be entitled to have a representative of the Association accompany him/her during such review.

14-6-4 Unverified or false material shall be removed from the employee's file.

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

## ARTICLE 15 REDUCTION IN FORCE

- 15-1 The number of teaching positions may be reduced when those positions are eliminated as a result of declining enrollment or of substantial reduction in the funds available to the Board, or a change in program approved by the Board and with input on the program change from the teaching staff.
- 15-2 The Superintendent or his designee shall notify staff of a declaration of justifiable decrease or notification of fiscal emergency on the day following board declaration of a fiscal need to enact Article 15.
- 15-2-1 Employees notified of an impending Reduction in Force shall be granted a hearing upon their request before the Board of Education within 30 calendar days from notification as per Article 15-2.
- 15-3 After consideration of transfers within area of certification, reduction of positions will occur in the following order:
1. First year of employment
  2. Second year of employment
  3. Third year of employment
  4. Least senior non-probationary teacher
- 15-4 Whenever possible, reductions in teaching positions shall occur due to regular attrition.
- 15-5 When positions again become available in a particular endorsement area previously reduced, they shall first be offered to those non-probationary teachers whose contracts were canceled last and then to those in reverse order of reduction.
- 15-6 All benefits to which a teacher was entitled at the time of his/her layoff including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
- 15-7 The recall rights allowed any teacher reduced according to this Article shall extend for three (3) years after the date of the reduction. Upon first refusal, the employee will forfeit recall rights.

## ARTICLE 16 ACADEMIC FREEDOM

- 16-1 It is the policy of the Board to educate young people in democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere, which is based upon free inquiry and learning, linked to curricular content, and in which academic freedom for the teacher and the student is encouraged.
- 16-2 Academic freedom is essential to the fulfillment of the educational purposes of Centennial R-1 schools. Therefore, teachers have the right to protection from any censorship or restraint where supported by law, that might interfere with their obligation to pursue truth and sound education principles.
- 16-3 Any parent of a student, or other person residing within the boundaries of the school district, may request that the use of basic textbooks and other instructional material be reconsidered.
- 16-4 Upon request for reconsideration, the Superintendent may establish a review committee. The Superintendent's decision may be appealed to the Board of Education.
- 16-5 The review committee shall be composed of three (3) teachers and two (2) citizens from the community selected by the Association, and three (4) administrators and two (2) citizens from the community selected by the Board. The review committee shall select the chairperson from the members of the committee.
- 16-6 Once established, the review committee shall have thirty (30) school days to complete this reconsideration review and to make a written recommendation(s) to the Board.
- 16-7 The board shall make a decision concerning the request for reconsideration. But in its disposition of the request for reconsideration, the Board shall not violate this Agreement or the laws of the State of Colorado.
- 16-8 Any disputed material shall remain in use in the school system until the Board shall take formal specific action to remove the materials.

## ARTICLE 17 RETIREMENT

\* This article is suspended but may be revisited not sooner than the spring of 2012

- 17-1 Teachers who qualify under the eligibility requirements listed below shall receive a bonus upon retirement according to the following criteria: Ten (10) years of service in the District shall entitle the employee to ten percent (10%) of the employee's highest annual salary. Twenty (20) years of service in the District shall entitle the employee to twenty percent (20%) of the employee's highest annual salary
- 17-1-1 The teacher is entitled to the bonus for 2 years. The total amount will be paid within twelve (12) months but must be paid in separate fiscal years.
- 17-2 Ten (10) years' service in the District, retirement from full-time active, and immediate eligibility for retirement benefits pursuant to the Colorado Public Employees' Retirement Association Rules and Regulations shall be required at each age level to qualify for retirement bonus.
- 17-3 A teacher who satisfies the requirements listed in Article 17-2 shall receive, in addition to the bonus, a payment equal to the daily certified substitute teacher's rate times the number of days of accumulated leave up to a maximum of sixty (60) days.
- 17-4 Any teacher retiring may elect to receive the first bonus payment in the current year or the following calendar year.
- 17-5 The leave buy back amount will be due within one hundred twenty (120) days of retirement.
- 17-6 A teacher's "highest annual salary" shall, for the purpose of the criteria set forth in Article 17-1 above, be fixed by the employee's highest annual salary as of July 1 of the calendar year in which such retirement becomes effective.

ARTICLE 18

18-1 Salary Schedule:

The salary schedule for employees for their contracted year shall be in Appendix I.

18-2 Vocational teachers lacking a BA degree shall be paid on the salary schedule with their vocational certification as equal to a BA degree. Steps shall be paid for hours earned beyond their certification.

18-3 Every teacher shall be placed on the salary schedule according to the credits and/or degrees he/she has earned at that point in time. Adjustments will be made in a teacher’s placement on the salary schedule to reflect any credits and/or degrees earned during the school year if those hours or degrees are presented before February 1 and September 1 of the contract year. The teacher must submit official college transcripts to the business office for verification of increments steps.

18-4 All new teachers will be placed on the first step of the salary schedule unless they can prove prior teaching experience in which case they will be placed on the salary schedule as follows:

18-4-1- The district will automatically grant up to 4 years of demonstrated prior teaching experience to a new teacher as per the table below. Any years beyond 4 will be placed at Step 5 unless he/she meets additional criteria as per 18-4-2.

18-4-2 – The district may grant up to 4 years of additional experience, for a total of 8 years, based on proof of prior teaching experience, outstanding performance as measured by the Colorado Teacher Quality Standards, and demonstration of additional proficiencies measured during the performance interview. An interview committee, consisting of at least one teacher and the principal, shall be charged with making a decision about granting additional years of experience under this article.

<u>PRIOR TEACHING EXPERIENCE (YEARS)</u>	<u>PLACEMENT ON DISTRICT SALARY SCHEDULE (STEP)</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
More than 8	9



- 18-5 For purposes of salary step allowances, partial years of teaching experience within Centennial R-1 will be credited as one (1) year of teaching experience if the fulltime licensed teacher is employed by the District for ninety-one (91) uninterrupted days of the school year. This credit shall apply to only salary step advances and shall not alter the requirements for non-probationary status.
- 18-6 Increments shall be earned increases in salary effective September 1 of each year. Employees who are located at the highest experience step in the salary schedule shall earn not more than two longevity pay increment beyond the maximum step in each salary category.
- 18-6a The district and a CEA representative will examine the budget annually in order to find ways to minimize the negative impact on funds related to the educational process. All parties understand that final budget decisions are the sole discretion of the superintendent and the Board of Education.
- 18-7 The District will remit withheld dues money to the Association on the last working day of the month.
- 18-8 Pay for athletic duties, sponsorships, and activity pay shall be as in Appendix II.
- 18-9 The District will pay the full individual premium, less vision or dental coverage for employees that belong to the district insurance group. The district will not change carrier or reduce current benefits unless there is an agreement with the Association.
- 18-10 HOLD HARMLESS: In case of erroneous deductions or overpayments, the Director of Business and the affected party shall agree on a repayment schedule.
- 18-11 Any employee who resigns during, or at the end of, any academic year shall be paid only his/her total accumulated salary. The accumulated salary shall be divided equally during the remaining three (3) summer months if the resignation occurs at the end of the academic year.
- 18-12 Teachers shall receive twenty-three dollars (\$23.00) per hour compensation for assigned curriculum committee or project work.
- 18-13 Employees shall be paid on the last working day of each month.
- 18-14 The District may challenge a course as counting for increment credit. The teacher may appeal the District's decision to a committee of two (2) teachers and two (2) administrators.

- 18-15 \*{This provision is suspended but may be revisited not sooner than the spring of 2012.}  
The District will provide breakfast and lunch at no cost to any employee on assigned duty.
- 18-16 The District will notify teachers as early in May as possible whether they are rehired for the subsequent year or are terminated.

## ARTICLE 19 DURATION

- 19-1 Upon ratification by the Association, and adoption by the Board, the provisions for the Agreement shall be effective the 30th day of September, 2014 and shall continue and remain in full force and effect until midnight June 30, 2018.
- 19-2 Each year, the parties shall renegotiate the economic provisions of the Agreement, and each party may bring one (1) article to be renegotiated each year. The parties may mutually agree to exceed this number. A successor agreement shall be renegotiated between the parties in the fall of 2017.

ARTICLE 20  
ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)

Any and/or all provisions of the No Child Left Behind Act of 2001 that affect working conditions, teacher or educational support professionals' rights or terms of employment will be periodically evaluated by a standing committee comprised of district administration and association leaders.

## ARTICLE 21 INDIVIDUAL CONTRACTS

- 21-1 Individual contracts shall be issued by the board to all licensed employees by the first day of school or the first workday (whichever comes first). Each licensed employee shall be notified in writing as early as possible in May whether he/she is rehired or terminated.
- 21-2 Job description: Individual contracts for licensed employees shall state the general nature of the duties required of that employee. Individual contracts shall be consistent with this policy agreement and shall not be changed for the life of the individual contract. Individual contracts will specify only the number of workdays per contract year consistent with this agreement.

## APPENDIX 1

**CENTENNIAL SCHOOL DISTRICT R-1**  
**SALARY SCHEDULE**  
 SEPTEMBER 1, 2015- August 31, 2018

TEACHER SALARY SCHEDULE Effective September 1, 2014 Centennial School District R-1, San Luis, Colorado								
Base Salary:		\$ 31,390.93						
Vertical (Experience) Increment:		\$ 863.25						
Vert. Incr. 2 (longevity-after 15 years):		\$ 1,020.21						
Horizontal (Education) Increment:		\$ 941.73						
Year	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
1	\$ 31,390.93	\$ 32,332.66	\$ 33,274.38	\$ 34,216.11	\$ 35,157.84	\$ 36,099.57	\$ 37,041.29	\$ 37,983.02
2	\$ 32,254.18	\$ 33,195.91	\$ 34,137.63	\$ 35,079.36	\$ 36,021.09	\$ 36,962.82	\$ 37,904.55	\$ 38,846.27
3	\$ 33,117.43	\$ 34,059.16	\$ 35,000.88	\$ 35,942.61	\$ 36,884.34	\$ 37,826.07	\$ 38,767.80	\$ 39,709.52
4	\$ 33,980.68	\$ 34,922.41	\$ 35,864.13	\$ 36,805.86	\$ 37,747.59	\$ 38,689.32	\$ 39,631.05	\$ 40,572.77
5	\$ 34,843.93	\$ 35,785.66	\$ 36,727.39	\$ 37,669.11	\$ 38,610.84	\$ 39,552.57	\$ 40,494.30	\$ 41,436.02
6	\$ 35,707.18	\$ 36,648.91	\$ 37,590.64	\$ 38,532.36	\$ 39,474.09	\$ 40,415.82	\$ 41,357.55	\$ 42,299.28
7	\$ 36,570.43	\$ 37,512.16	\$ 38,453.89	\$ 39,395.61	\$ 40,337.34	\$ 41,279.07	\$ 42,220.80	\$ 43,162.53
8	\$ 37,433.68	\$ 38,375.41	\$ 39,317.14	\$ 40,258.86	\$ 41,200.59	\$ 42,142.32	\$ 43,084.05	\$ 44,025.78
9	\$ 38,296.93	\$ 39,238.66	\$ 40,180.39	\$ 41,122.12	\$ 42,063.84	\$ 43,005.57	\$ 43,947.30	\$ 44,889.03
10	\$ 39,160.18	\$ 40,101.91	\$ 41,043.64	\$ 41,985.37	\$ 42,927.09	\$ 43,868.82	\$ 44,810.55	\$ 45,752.28
11	\$ 40,023.43	\$ 40,965.16	\$ 41,906.89	\$ 42,848.62	\$ 43,790.34	\$ 44,732.07	\$ 45,673.80	\$ 46,615.53
12		\$ 41,828.41	\$ 42,770.14	\$ 43,711.87	\$ 44,653.59	\$ 45,595.32	\$ 46,537.05	\$ 47,478.78
13		\$ 42,691.66	\$ 43,633.39	\$ 44,575.12	\$ 45,516.85	\$ 46,458.57	\$ 47,400.30	\$ 48,342.03
14		\$ 43,554.91	\$ 44,496.64	\$ 45,438.37	\$ 46,380.10	\$ 47,321.82	\$ 48,263.55	\$ 49,205.28
15		\$ 44,418.16	\$ 45,359.89	\$ 46,301.62	\$ 47,243.35	\$ 48,185.07	\$ 49,126.80	\$ 50,068.53
16		\$ 45,438.37	\$ 46,380.10	\$ 47,321.82	\$ 48,263.55	\$ 49,205.28	\$ 50,147.01	\$ 51,088.73
17		\$ 46,458.57	\$ 47,400.30	\$ 48,342.03	\$ 49,283.76	\$ 50,225.48	\$ 51,167.21	\$ 52,108.94
18		\$ 47,478.78	\$ 48,420.51	\$ 49,362.23	\$ 50,303.96	\$ 51,245.69	\$ 52,187.42	\$ 53,129.15
19		\$ 48,498.98	\$ 49,440.71	\$ 50,382.44	\$ 51,324.17	\$ 52,265.89	\$ 53,207.62	\$ 54,149.35
20		\$ 49,519.19	\$ 50,460.92	\$ 51,402.64	\$ 52,344.37	\$ 53,286.10	\$ 54,227.83	\$ 55,169.56
20+		\$ 51,559.60	\$ 52,501.33	\$ 53,443.05	\$ 54,384.78	\$ 55,326.51	\$ 56,268.24	\$ 57,209.97

Teachers (Licensed Personnel)

APPENDIX II

EXTRA-DUTY PAY SCHEDULE  
2008-2009

ATHLETICS:

Basketball Head Coach	(see rate below)
Cross Country	
Baseball	
Volleyball Head Coach	
Track Coach	
Wrestling Coach	
Cheerleader Coach	\$1,840
Basketball Assistant Coach	\$1,840
All other Assistant Coaches	\$1,530
Middle School Coaches	\$1,380

Length of seasons will be based on the Colorado High School Activities Association official calendar, starting from the first day of practice to the end of the regular season. The rate will be \$200 per week. If a season ends early, coaches' salaries will be prorated based on the actual length of the season.

If season is extended because of post-season league tournaments earned as a result of season pay, remuneration will be prorated according to the factor, commensurate with the extra time.

In addition to salary, coaches who drive from outside the district just to perform their coaching duties will be reimbursed for travel expenses at the rate of \$6.00 per day.

SPONSORSHIPS:

Music Coordinator	\$1,500
Yearbook Sponsor	\$810
Student Council Sponsor	\$600
8th Grade Class Sponsor	\$400
Senior Class Sponsor	\$600
Junior Class Sponsor	\$1,500
Sophomore Class Sponsor	\$310
Freshmen Class Sponsor	\$310
Science Fair Coordinator	\$600

ACTIVITY PAY: An Employee shall receive \$10.00 per hour compensation for assigned supervision work including athletic events. Payments shall not exceed thirty dollars (\$30.00) per assignment per employee.

The assigned teacher in charge of administrative duties will receive \$59.00 (fifty-nine) per assignment.

Teachers (Licensed Personnel)

## APPENDIX III School Calendar

Teachers (Licensed Personnel)



## APPENDIX IV

### **Evaluation Rubric is located at:**

Teachers: <http://www.cde.state.co.us/educatoreffectiveness/smes-teacher - teacherrubric>

Specialized Service Professionals:

<http://www.cde.state.co.us/educatoreffectiveness/specializedserviceprofessionals>

ATTESTATION SHEET

ATTEST: That this contract was approved and ratified by the Board of Education of the Centennial School District R-1, State of Colorado, upon a motion properly made, seconded and passed by a majority of the Board on February 11, 2015, at a meeting called and conducted in accordance with law.

FOR THE BOARD OF EDUCATION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

ATTEST: That this contract was approved and ratified by the Centennial Education Association, upon a motion properly made, seconded and passed by a majority of a quorum of the members on January 22, 2015.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**Memorandum of Understanding**

This Memorandum of Understanding is entered into by the Centennial School District R-1 (District) and the Centennial Education Association (CEA) concerning the language of Article 11: School Calendar for negotiation during the 2014-2015 annual negotiations.

The two parties recognize that the issue of changing the school calendar requires greater input than can be gathered amidst the scope of negotiations. Therefore, both parties agree that the language for Article 11 will remain open for negotiations until May 29, 2015 or until negotiated language can be agreed upon, whichever is sooner. This Memorandum of Understanding will take immediate effect upon ratification by both parties.

We, the undersigned have read and understand this MOU and, acting on behalf of our respective parties, agree to abide by the terms set forth this 17 day of February, 2015



Kimba Rael, CEA President



Brian Crowther, Superintendent



Carlos DeLeon, Board Vice-President