
Negotiated Policies

of the

Trinidad Board of Education

and

Trinidad Federation of Teachers

and

Trinidad Education Association

for the period

July 1, 2009 to June 30, 2010

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RECITAL

On June 9, 2009, the Board of Education of the Trinidad School District No. 1 and the Trinidad Federation of Teachers and the Trinidad Education Association, who will now be referred to as the Association, reached agreement on this collection of Negotiated Policies effective for the period of July 1, 2009 to June 30, 2010.

NEGOTIATED POLICY 1 - GENERAL PROVISIONS

BINDING EFFECT. The Association and the Board agree that certain matters affecting teachers are appropriately handled by joint agreement of the Board and the Association. Accordingly, policies of the Board as set forth in this document are mutually agreed on.

EFFECTIVE DATES. This commitment is effective as of the date of Board action adopting these Negotiated Policies. It shall remain in full force and effect until June 30, 2010 unless otherwise provided, or mutually agreed.

BOARD POWERS AND RESPONSIBILITIES. The Board and the Association recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of Colorado may not be delegated, limited or nullified by agreement with any party. The Board is also subject to the Constitution and Laws of the United States of America. Any provision of these Negotiated Policies which are in violation of State or Federal Law shall be jointly revised to comply with law.

CONFLICT WITH OTHER POLICIES. Any matter not covered by the provisions of these Negotiated Policies shall be controlled by officially adopted Board Policy. In case of a conflict, the provisions of this document will be controlling.

INDIVIDUAL CONTRACTS. Any individual contract between the Board and any individual teacher heretofore or hereafter executed shall be subject to the terms and provisions of these Negotiated Policies.

NEGOTIATED POLICY 2 - RIGHTS OF THE PARTIES

ASSOCIATION RIGHTS

Posting Notices. The Association shall be permitted to use space designated by the principal on one bulletin board in each teacher lounge, or in another area regularly used by teachers, if there is no lounge in the building, for placement of Association notices or circulars, provided the material is non-partisan. A copy of any material so posted shall be delivered to the principal's office either prior to, or at the time of such placement. The Trinidad Education Association (TEA), an affiliate of the National Education Association (NEA), shall be afforded the same rights, and assume the same responsibilities as the TFT, an affiliate of the American Federation of Teachers, under this section of the Negotiated Policies.

Use of District Facilities. The Association may hold meetings of its members in school buildings before or after the normal teacher duty day at no cost; provided that notice is given to the Principal or other administrator in charge of the building, and the use does not interfere with or disrupt the normal operation or scheduled use of the building.

Printing of Negotiated Policies. The Board and the Association will mutually agree upon an acceptable format for the Negotiated Policy Handbook. The Board will produce sufficient copies for distribution to every teacher for the term of these Negotiated Policies. The Association may also order additional copies at cost.

District Mail Service. As is necessary for the proper administration of the District, the Association shall be permitted to use the inter-school mail and teacher mail boxes in the school buildings for the delivery of written communications to teachers, provided the communications are non-partisan. A copy of any general communication to teachers so delivered shall be delivered to the principal's office either prior to, or at the time of such delivery. The Association agrees to save the Board and the District harmless from any action arising from the Association's use of District mail. The TEA shall be afforded the same rights, and assume the same responsibilities as the TFT, under this section of the Negotiated Policies.

Association Business. Association officials including officers and designated building representatives or AFT/CEA representatives shall be permitted to conduct Association business and visitations on school property. Such business or visitations will not interfere with the performance of regularly scheduled teacher duties. The TFT/TEA Presidents will notify the principal's office upon arrival/departure from the building.

Association Business Leave. Recognizing the value of teacher involvement in professional organizations, the District will allow up to six (6) total days of leave per Association member to attend Association meetings or to conduct Association business. The cost of the substitutes shall be shared equally by the District and the Association.

Supplies and Equipment. The Association may use District equipment and supplies upon paying the actual cost of supplies used, provided that advance notice is given to the principal or other administrator in charge of the equipment or supplies and the use does not interfere with or disrupt the normal operation or scheduled use of the equipment or supplies. Association use of copying machines on the above basis will be at the rate of ten cents per copy.

Copies of District Records. In order to assist the Associations and the District in the performance of their responsibilities, the District will provide to both organizations, AFT/CEA, free of charge, a courtesy copy upon request of the following items for the current fiscal year:

- Preliminary and Adopted Budget;
- Audited Financial Statement;
- Salary and Fringe Benefit Data as reasonably necessary to prepare for negotiations;
- Board of Education Minutes;
- Quarterly Financial Statements as available.

Dues Deduction. The Board agrees to deduct from the salary of members of the Association, an amount to cover Association dues where such deductions have been requested in writing by individual members, and to transmit the amount so deducted to a specified representative of the Association on a monthly basis.

Once an executed Dues Deduction Authorization is furnished to the Board, it shall remain in effect for so long as the teacher remains an employee of the District unless it is revoked in the prescribed manner. Dues will be deducted in equal installments for each month of the teacher contract year for which the individual Dues Deduction Authorization is effective and has been furnished to the Board, except that authorization received after the tenth (10th) day of any month will not be effective until the following month.

Any teacher who previously authorized Association dues deductions may discontinue the dues deduction by notifying the District business office in writing before October 15. Dues deduction will then cease effective with the November payroll.

The Association agrees to hold the Board and the District harmless from any suit, action, complaint or the like, growing out of these deductions, and assumes full responsibility for the disposition of funds so deducted once they have been turned-over to the Association. The Association agrees that in the event of any litigation against the District, its agents, or employees arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees from any monetary award of any costs arising out of such litigation, including, but not limited to attorneys' fees and costs.

DISTRICT AND BOARD RIGHTS

Board Power and Authority. Except as otherwise expressly set forth in the Negotiated Policies, the Board retains the sole and exclusive right to:

1. Determine the budget and fiscal policies of the District;
2. Direct the work force;
3. Hire teachers (including determining any standards applicable to employment);
4. Evaluate teachers;
5. Determine the mission of the District and the methods processes and means by which said mission is to be fulfilled;
6. Determine the duties of a position;
7. Determine the size, composition, make-up and distribution of the work force;

8. Determine building department of divisional rules, procedures, standards and the like;
9. Set schedules for work;
10. Decide any matters of an academic or policy nature;
11. Reduce the force (including the basis, rationale or reason for same); and
12. Do or determine other things not expressly set forth in these Negotiated Policies.

Association Information. The Association agrees to provide the District the following information, and to keep any such submission current:

1. The name and legal address of its organization;
2. A list of the officers of the Association;
3. A list of any organizations with which the Association is affiliated;
4. A copy of its Constitution, Articles of Incorporation and By-Laws;
5. A listing of all Association members.
6. A list of building representatives to assist in grievance or disciplinary meetings. See Negotiated Policy 5 - Grievance Procedure.

NEGOTIATED POLICY 3 - RECOGNITION

RECOGNITION. The Board of Education of Trinidad School District #1, Trinidad, Colorado (["Board"]) recognizes the Trinidad Federation of Teachers CFT/AFT and the Trinidad Education Association CEA/NEA (which the Board acknowledges is an affiliate of the CFT/AFT) ("Association"), or (["Association"]), as the sole and exclusive agent for all full-time and part-time regularly employed, certified teachers, counselors and school nurses except for the Superintendent and other central office professional staff, principals, assistant principals, substitutes, instructional aides, health aides, paraprofessionals and all administrative or supervisory personnel, except when performing contracted teaching duties for the purpose of collective bargaining. Since both the Association and the Trinidad Education Association are involved in representing teachers, the Associations have agreed to work together in representing the interests of the teachers in the District. See the Compact among the Board of Education, Trinidad Federation of Teachers and the Trinidad Education Association for more details on this relationship.

COVERAGE. The term "teacher" when used hereinafter in these Negotiated Policies, shall refer to all employees represented by the Associations in the negotiating unit as determined in the above section. No teacher shall be excluded from the negotiating unit based upon his/her participation, through committees or otherwise, in any matter of institutional governance or educational policy, nor will such participation by any member in any way alter the structure of the negotiating unit.

NEGOTIATION. The Board further agrees not to negotiate with any teacher organization other than the Association for the life of these Negotiated Policies. The Trinidad Education Association and Trinidad Federation of Teachers will have opportunity for representation on the Association's Negotiating Team. This shall not be construed to preclude the issuance of individual teacher employment contracts by the Board to probationary teachers, provided only that such individual teacher employment contracts shall be made to conform to Negotiated Policies.

TEACHER CONFERENCE. Any teacher under these Negotiated Policies may confer or discuss any matter with appropriate employees or officers of the District without involving the Association. If so desired, teachers may request representation in any meeting, conference, discussion, etc. with no negative connotation.

EXCHANGE OF INFORMATION. Each party agrees to provide to the other, upon request, any and all non-confidential information that is relevant and reasonably necessary to either party for the proper implementation of these Negotiated Policies.

MEETINGS. The Association may participate jointly in orientation activities and meetings for new teachers and general staff meetings as long as it does not conflict with District activities.

COPIES OF DIRECTORIES AND NEGOTIATED POLICIES. The District will provide a preliminary as well as final copy of the Personnel Directory to the Associations which will include the names, addresses and phone numbers of those employees who are willing to have that information made available. In addition, the District will provide to the Associations an update of the names, addresses and phone numbers of new employees hired during the course of the school year. Along with their employment contracts, the Board shall provide each teacher with a copy of these Negotiated Policies.

NEGOTIATED POLICY 4 - NEGOTIATIONS

GENERAL. The Board and the Associations recognize that each of them has an interest in the compensation, time-off benefits and working conditions of teachers, as well as the quality and breadth of the educational experience offered to each student in the District. Of necessity, a variety of topics will arise related to these joint interests. Both parties reaffirm their commitment to attempting whenever possible to reach agreement with regard to those matters of joint concern. To assist in the process of achieving such agreements, the Board and the Associations agree to utilize the processes set forth in this Article with regard to topics of mutual interest.

REPRESENTATIVES. The procedures set forth in this Article for the discussion and resolution of mutual concerns may be carried out by the Board and the Associations through representatives of their choosing.

TOPICS OF NEGOTIATIONS. Both parties recognize that topics appropriate for negotiations should be areas of joint interest regarding compensation, time-off benefits and working conditions of teachers. While either party may bring topics to the negotiation process, neither party is compelled to agree on a topic or compelled to include a topic within the Negotiated Policies.

Both parties recognize the following topics as part of the Negotiated Policies and subject to formal negotiations. As such, these topics will be subject to all procedures as set forth in this Article:

- Salary and Wages (including extra responsibility pay)
- Insurance Benefits
- Time-off Benefits
- Negotiations Timetable and Ground Rules
- Impasse Procedure
- Grievance Procedure related to disputes arising out of the Negotiated Policies
- Recognition
- Dues Deduction
- Definitions
- No Strikes
- Rights of the Parties
- Entire Agreement, Waiver of Bargaining
- No Waiver of Terms
- Early Retirement
- Family Leave Act
- Reduction in Force
- School-Centered/Shared Decision-Making
- Sabbaticals
- Evaluation Process
- Work Year
- Work Day
- Transfers
- School Calendar

These Negotiated Policies may be expanded by the addition of topics not identified in the paragraph above, upon mutual agreement. Any additional topics will come under all provisions of these negotiated policies.

NEGOTIATIONS PROCEDURES.

Not later than February 1, of said school year, either party may request a reopening of negotiations on salary, insurance benefits and one item selected by each party. Additional topics may be reopened by mutual agreement. No later than five (5) months prior to the expiration date of these Negotiated Policies, the parties shall begin negotiations on any change or revisions to this document. Either party may initiate negotiations on successor provisions by requesting initiation of discussions relative to salary/benefits, extra pay and administration evaluation input. Every effort will be made to complete negotiations by end of school year.

Initial Steps. Within two (2) weeks of the receipt by either party of a request to initiate negotiations, the parties should meet to exchange information about the requested negotiations and identify the specific concerns or interests that they desire to address. Such proposals need not be lengthy, but should serve to identify the nature of the concern prompting the request for negotiation. The parties will also identify a deadline for introducing new or additional topics to the negotiations with the provision that the lists may always be expanded upon mutual agreement.

Discussion Process. All parties have an interest in a discussion process that is effective in resolving problems arising in, or relating to discussions. Toward this end, the parties agree that based on available information, the best discussion procedure would include steps outlined in this Section. The parties may agree to alter this procedure as deemed appropriate, to deal with circumstances as they arise.

1. Both parties confirm that they understand the concerns and interests of the other party;
2. The parties identify criteria and standards for evaluating available alternatives;
3. The negotiating teams identify alternatives to address the identified concerns;
4. The parties review and evaluate the available alternatives and identify the recommended course of action; and
5. The parties place in writing any items agreed upon for review and formal action by the teachers and the Board of Education.

IMPASSE RESOLUTION MECHANISMS

Facilitation. The Board and the Association recognize that from time to time the negotiating teams of the parties will find it difficult to readily achieve agreement. Whenever it is deemed appropriate or beneficial to do so, the parties may engage the services of one or more experts, consultants or facilitators as they may jointly agree would benefit the process of reaching agreement on that item or items. It is specifically contemplated that the parties might engage individuals with demonstrated knowledge or expertise in a given topic under discussion, work skills and abilities in dispute resolution to serve as a facilitator to assist the parties in reaching resolution. Fees and expenses of consultant and facilitators jointly agreed upon will be shared equally by the Board and the Association.

Mediation. If the parties concur that agreement cannot be reached without outside intervention,

impasse is considered to have occurred. In such event, the parties shall initiate mediation provided they agree on this process and the mediator. In the absence of such agreement the parties shall move directly to mediation. If the parties are unable to agree on a mediator, then a mediator shall be chosen by the following procedure.

Selecting Mediator. The Board and the Association will attempt to mutually agree upon a mediator. If the parties are not successful in selecting a desired neutral in this fashion, either party may submit a request to the Federal Mediation and Conciliation Service for selection of a neutral or neutrals according to its then-current rules. The Federal Mediation and Conciliation Service will provide a mediator. The format, dates and times of meetings will be arranged by the mediator. In the event an FMC mediator is not available, the American Arbitration Association will be contacted or another mediator mutually agreed upon by the Board and the Association.

TENTATIVE AGREEMENTS. It is understood and agreed that all tentative agreements reached by the parties' representatives (or resulting from mediation) are subject to formal ratification by the teachers represented by the Association and the Association prior to presentation to the Board, and that subsequent formal ratification by the Board shall constitute the conclusion of negotiation activities. If approved by both the teachers and the Board, those tentative agreements will constitute the Negotiated Policies between the Board and the Association.

NEGOTIATION IN GOOD FAITH. The term "negotiate in good faith," shall mean the mutual obligation to meet at reasonable times and places with the willingness to examine the other party's concerns and points of view on any matter which is a topic of negotiations, however, neither party shall thereby be compelled to agree to a specific proposal or to make a concession.

NEGOTIATED POLICY 5 - GRIEVANCE PROCEDURE

DEFINITIONS.

Grievance. "Grievance" shall mean a complaint by a teacher covered by these Negotiated Policies as set forth in Negotiated Policy 3 - Recognition, that there has been a violation or misinterpretation of an express provision of these Negotiated Policies. Notwithstanding the foregoing, a grievance shall not include any matter where: (1) the methods of review are prescribed by law (for example, teacher status, non-renewal or reduction in force); or, (2) the Board is without authority to act.

Grievant. "Grievant" shall mean a teacher who has filed a written grievance bearing the teacher's signature.

Superintendent. The term "Superintendent" shall include any person designated by the Superintendent to act as an official representative.

Days. The term "days" shall mean calendar days unless it is otherwise stated.

PROCEDURE.

Level One - Principal.

Informal Resolution. A teacher with a grievance is encouraged to discuss the policy interpretation in question with his/her principal or immediate supervisor. This may include the use of a mutually agreeable third party to facilitate a resolution between the parties. Any expenses incurred associated with the use of a facilitator will be shared between the parties. This discussion should occur within ten (10) days of the act upon which the grievance is based.

Formal Grievance. A teacher with a grievance will file a written grievance with his/her principal within ten (10) days of the act upon which the grievance is based or within ten (10) days of the meeting with the principal described in Section 1, above. The principal and the grievant may be accompanied by a representative. The principal shall provide a written response within ten (10) days of the meeting.

Level Two - Superintendent. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the formal Level One meeting, then the grievance may be referred to the Superintendent. The Superintendent shall have ten (10) days to arrange for and hold a meeting with the grievant and a representative and, at the Superintendent's discretion, the principal, immediate supervisor or other party or parties involved in the matter on behalf of administration. Upon conclusion of the meeting, the Superintendent will have ten (10) days to provide a written decision to the aggrieved.

Level Three - Advisory Arbitration. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two meeting, the Association may, within fifteen (15) days after a decision by the Superintendent, or twenty-five (25) days after the Level Two meeting, whichever is sooner, request arbitration if the grievance involves the interpretation, meaning or application of any of these Negotiated Policies. Arbitration requests must be in

writing, signed by the grievant, and received by the Superintendent within the time provided. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment, either party may ask the American Arbitration Association for a list of arbitrators within the ten (10) day period. The parties will follow the rules and procedures of the American Arbitration Association.

The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly, and will issue a decision not later than thirty (30) days from the date of the close of the hearings or, if final arguments are in writing, then from the date the final arguments are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association. The Board shall take official action on the advisory report at the next regularly scheduled meeting.

The costs for the service of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses and the cost of any hearing room will be equally by the Board and the Association. All other costs will be borne by the party incurring them.

GENERAL PROVISIONS.

Retaliation. No reprisals will be taken by the Board or by any member of the administration against any grievant or participant by reason of such participation.

Sole Forum. The grievance procedure set forth in this Section shall be the exclusive forum for obtaining redress or relief for an alleged violation of these Negotiated Policies.

Time Limits. Failure of the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Grievance Forms. Forms for filing grievances and other documents necessary for the administration of this Agreement will be provided by the District. The grievance forms will provide for the following:

1. The matter complained of;
2. The date on which the matter complained of occurred;
3. The sections or provisions of the Negotiated Policies allegedly misapplied or misinterpreted;
4. The disposition sought by the aggrieved employee;
5. The signature of the employee or employees who claim to be aggrieved by the matter being complained of, and to whom any remedy shall apply; and
6. The date the grievance is submitted.

When Grievance Forfeited. No grievance shall be recognized by the Board unless it has been presented at the appropriate level within the limits stated above. If not so presented, the right to file a grievance will be forfeited.

Exception. Any matter for which an administrative forum is provided by law shall not be a proper subject for arbitration under this grievance procedure, unless the grievant has signed a waiver of his/her right to use such administrative forum. If the Board rejects an arbitrator's award, the waiver is null and void and the grievant may use other administrative forums as provided by law.

Non-Grievable Matters. Matters not covered by this Agreement or reserved for determination by the Board pursuant to Board power and authority, shall not be subject to the arbitration provisions of this Agreement.

Extension of Time. Time limits under this procedure may be extended by mutual written consent.

Mediation. Nothing herein shall preclude the parties from agreeing to mediate a grievance which is otherwise timely filed under this procedure. Once a grievance is submitted in written form at Level One, the parties may agree to mediate the issue. In the event mediation is utilized, the advisory arbitration procedures outlined shall be held in abeyance for a period of sixty (60) days to permit mediation to occur. In the event mediation is not successful in resolving the dispute, the District will render a response which will have the effect of a Level Two response. Thereafter, the grievance may proceed in accordance with the procedure outlined. The Association President and the Superintendent will determine the format and timetable of mediation by mutual agreement.

Assistance to Teachers in Disciplinary Meetings. When a teacher covered by these Negotiated Policies is asked to participate in a meeting with a District administrator or principal which could reasonably lead to disciplinary action being imposed on the teacher, the teacher may request the attendance of an Association official to be present at the meeting. In the event the teacher makes such a request, the meeting will be delayed for a reasonable period of time, if necessary, to permit the Association official to attend the meeting. During any such meeting where the Association official is present, the District may nevertheless insist that the teacher provide his/her own account of the events giving rise to the matter under investigation. The District will consider additional information or statements of position that the Association official may reasonably present at the meeting.

Grievance Form

Date: _____ *

Grievance No. _____

Grievant's Name: _____

Grievant's Position: _____

Date of Grievance: _____

Negotiated Policy or Board Policy violated, if known:

Date of Informal Meeting with Principal or Supervisor: _____

School: _____ Principal: _____

Brief Statement of Grievance:

Relief Sought:

Result of Previous Discussions:

Signature of Grievant

Date of Submission

*Date stamped when received

NEGOTIATED POLICY 6 - BUILDING ENVIRONMENT

PURPOSE. The parties agree that teachers at the building level should be involved in determining their working environments and in establishing the conditions under which they work.

PROCESS. We encourage buildings to establish mutually agreeable processes for determining the above items. Buildings should establish a means for assuring that the process to be utilized in the building is acceptable to the staff and the administrator(s) in accordance with a governance scheme they agree on. Nothing in this document is intended to prohibit the use of an existing mutually agreeable building mechanism for these purposes. Among other things, the buildings need to address what will trigger a re-negotiation of either the process or the substance of these agreements.

PROBLEM RESOLUTION PROCESS. If a building participant is of the opinion that a serious problem is developing, or has already developed in the implementation of this section, he/she is encouraged to contact others for assistance. This initiative may be directed to the Association, or the Superintendent. The party contacted will initially determine the nature of the concern and will make contact with the parties involved including the principal. The party initially contacted is encouraged to share the concern with appropriate District or Association officials as circumstances warrant. A monthly collaborative meeting will be undertaken by all parties involved to determine the kind and level of assistance needed. The assistance may take the form of consultation, advice, training, facilitation services, subject matter experts, or other assistance as may be mutually agreed by all parties involved, including the principal.

If facilitation assistance is deemed appropriate, one member from each Association Bargaining Team and one member of the District Bargaining Team will be engaged to serve as co-facilitators to assist the building in reaching an agreeable resolution. It is contemplated that this process will serve to assist in the event of difficulty reaching agreement on process, the substance of any issue or the resolution of concerns about implementation of any understanding.

RESOURCES. The District will make available training and other resources to the buildings to assist in setting up the processes contemplated by this provision as determined through consensus between the Superintendent and the Association Presidents.

TIME LINE. Buildings may begin to develop approaches to these issues as soon as they desire. It is expected that all buildings will have considered these issues and determined the desired approach suited to that building.

ISSUE IDENTIFICATION AND RESOLUTION.

Identifying and Resolving Issues at a Building. The parties agree that interpersonal and systemic issues can and do arise in the operation of school buildings. The District and the Association agree that to the greatest extent possible, such issues should be resolved at the building level, by the teachers, administrators, and other staff involved. Nevertheless, it is recognized that outside assistance may occasionally be necessary or desirable. In order to assist building administrators and staff, the parties hereby establish the preferred decision-making process to be used in the event problems are identified.

Initiation of Process. Every school year, each building will establish a group that will meet each month to identify and resolve building issues utilizing the Problem Resolution Process. By no later than October 15, each building will forward to the superintendent an outline identifying the specific process

established for the building, staff involved in the process, and the dates and times of the scheduled meetings. The building administrator, a staff member, or an Association representative may initiate the process by identifying a topic to the administrator or staff members involved, and request initiation of the District Problem Resolution Process. In the event the Problem Resolution Process has been used, but did not successfully achieve resolution, either party may approach the District Superintendent or the Association for additional assistance with the issue.

Steps of the Problem Resolution Process.

Convene. The parties involved in the problem, disagreement or dispute should identify the issues and who should be involved in any meetings to resolve the issues. This involves considerations like: Who will be impacted by the decision? Who has information related to the situation? Who is necessary to implement? What relationships impacts are there from inclusion or non-inclusion of various parties? Additionally, thought should be given to the amount of time necessary to perform the work and the availability of various interested parties to perform those tasks in a timely fashion. Any scheduling or timing constraints should also be considered.

Story. Once the decision-making group convenes, the first thing they should do is exchange information relevant to the situations, including the history of the situation, relevant facts, i.e., performance data, cost, results, perceptions, feelings, etc.

Interests. Interests are the outcomes that people seek in attempting to resolve a problem or address a situation.

Options. In this phase, the decision-making group brainstorms the variety of ways to address the situation that meets the Interests of the parties.

Evaluate. The various Options generated (Step d., above) are evaluated to determine how well they meet the Interests and solve the problem.

Commit. Once an acceptable or the preferred solution is identified, the parties commit to proceed. Commitment is made on a consensus basis, to the extent possible. The parties (or a third party neutral selected during Convene to determine an acceptable definition of “consensus” and a method of visually determining the mindset of the group prior to commencing decision-making.

Implement. The Option or choice of how to resolve the problem needs a specific plan in order get results. The decision-making group identifies the specific elements of a plan and specifically identifies individuals whose responsibility it is to (1) carry out the task, and (2) do it on a prescribed timetable. Effectiveness and results are measured with a deadline date.

Assess. After the Option is implemented, the results are analyzed to determine if the desired level of correction or improvement has been achieved.

NEGOTIATED POLICY 7 - SALARY

SALARY SCHEDULES FOR TEACHERS. On an annual basis, the Board shall adopt a salary schedule for its regular teaching personnel and shall place each teacher in the School District on the salary schedule at least commensurate with, but not limited to, their education, prior experience and experience in the District. The schedule adopted by the Board shall remain in effect until changed or modified by the Board in accordance with law. If the Board declares a fiscal emergency during a budget year as allowed by state law, it may reduce salaries for all employees on a proportional basis.

EXPERIENCE INCREMENTS. Experience increments shall be awarded upon evidence September 1 of the continued professional growth of the teacher and evidence of exemplary and/or proficient performance as indicated on the most recent summary evaluation. Within the framework of state statutes, employees who do not comply with the requirements of the Board and the state may not be granted salary increases, or they may not be retained on the staff. Evaluation increment movement will be granted in September as shown on Schedule A. After reaching maximum, longevity increases will be granted as shown on Schedule A. Evidence of completion of post-graduate college credits must be submitted to the Superintendent before October 1 for educational advancement to be effective for the current school year. Pay will be adjusted retroactive to September 1 when evidence is received by the Superintendent before October 1.

To receive an experience advancement on the salary schedule, a teacher must have completed at least ninety (90) teaching days in a contract year. Placement on the salary schedule shall be in accordance with requirements developed by the administration and approved by the Board.

The Board agrees to deduct all monies that the employees voluntarily authorize the District to so deduct. Such deduction shall be authorized in writing. Deductions of Association dues are governed by the Association Rights policy.

The District shall comply with statutory provisions regarding salary schedules.

EXTRA CURRICULAR SALARY SCHEDULE. Effective July 1, 2006, the revised Extra Duty Schedule, Schedule B-1, will determine payments to employees.

EXTRA-DUTY PAY—The committee agreed to reinstatement of a clause inadvertently left out of the master contract in the prior year. That clause stipulated that head coaches whose teams advance to post-season play will receive \$100 per week for every week that they remain in post season play, and assistant coaches will receive \$50 per week that they remain in post-season play.

TEACHER WORK YEAR. District and the Associations have agreed that teachers will work the annual calendar as attached. Understanding that the Board of Education has the final approval, the Associations and Superintendent will work in the development of a school calendar option. This option will be developed by March 1st. This option will be taken through the approval process by the Superintendent and Associations.

Teachers will be contracted for 1358 hours. Any future changes to this number shall be subject to District and Association negotiations.

OUTSIDE EXPERIENCE CREDIT. Teachers newly hired in the District will receive credit for up to nine (9) years of actual teaching experience in public schools or accredited private high schools in determining placement on the Trinidad Schools Salary Schedule.

CERTIFICATED SALARY SCHEDULE for 2009-2010, *Schedule A* to these Negotiated Policies

EXTRA DUTY SALARY SCHEDULE for 2009-2010, *Schedule B* to these Negotiated Policies

SEE SALARY SCHEDULE

NEGOTIATED POLICY 8 - INSURANCE BENEFITS

DISTRICT HEALTH INSURANCE CONTRIBUTION. For each full-time contracted teacher, the District will contribute toward the teacher's cost for the District insurance plan (including health, vision, life, dental and other plan options) at a cost of \$419.42 per month.

- Subject to legislative changes in January, 2010, money held in reserve will be used to pay the employees' \$45 per month increase in insurance effective in February.

VISION INSURANCE. Vision care for a single, full-time employee is covered as part of the health coverage, but vision care coverage for other family members is optional at the teacher's expense. The Vision Service Plan was modified. Refer to plan descriptions for details.

INSURANCE COMMITTEE. The District and Association agree that the District will utilize an Insurance Committee to advise, by consensus, the District regarding insurance matters. The Committee will periodically review the above insurance programs and make recommendations to the District. The Committee will include an appropriate number of teacher representatives selected by the Association. The chairperson of this Committee shall be elected by the Committee members.

NEGOTIATED POLICY 9 - SEPARATION BENEFIT.

Any teacher who has fifteen (15) years or more of full-time, continuous, consecutive service with the District may choose one of the following separation benefits to be paid at the time of retiring from the District:

Option I. The employee may select a separation bonus in an amount equal to the difference between the salary of the retiring employee and the average salary of a new hire to the District for that school year. For purposes of this Policy, the term "salary" includes the employee's base salary only, and does not include extra curricular pay, overtime pay, or any other payments other than contracted salary.

Option II. The employee may retire and work a transition year consistent with the 110-working day limit permitted under PERA regulations. In this event, the employee will not receive insurance benefits nor will the District make PERA contributions on the employee's behalf for that transition year. In addition, the employee will receive a payment equal to 50% of his/her per diem rate for his/her accumulated sick leave days up to a maximum of ninety (90) days. Pursuant to the new PERA 110 Law, the employee will assume the responsibility of the payment of the District's portion of PERA. The District makes no representation concerning the employee's eligibility for pension benefits. The District's obligation is limited to paying the base salary amount as provided above for days actually worked. The employee will also be able to receive their eleven (11) annual leave days.

Option III. The employee may elect to retire and receive a payment equal to 60% of his/her per diem rate for his/her accumulated sick leave days up to a maximum of ninety (90) days.

Notification of intent to retire must be filed with the Office of the Superintendent no later than April 1st of the year in which retirement or separation will occur.

NEGOTIATED POLICY 10 - ANNUAL LEAVE

TIME-OFF BENEFITS. The District provides a number of time-off benefits in the event teachers must miss work on either a long or short-term basis. The following provisions specify applicable conditions:

Annual Leave. The Board agrees that all full-time certificated teachers shall receive eleven (11) annual leave days per school year. The full annual accumulation for a teacher employed for the school year shall be granted at the beginning of the school year, provided that in the event a staff member leaves prior to completing the school year, unearned annual leave will be deducted at the rate of one (1) day per month not worked

Annual Leave shall not be taken the first or last day of each semester, or the last school day before or the first school day after a holiday or vacation period, except as provided by the Superintendent due to emergency situations. No reason need be given for the use of annual leave except when needed to verify an emergency.

To ensure continuity of the educational program, requests for annual leave may be denied if a certified substitute cannot be found and the District cannot provide adequate coverage.

All employees shall give the building administrator advance notice of two (2) days with the exception of emergency situations when desiring to use annual leave.

An Emergency is an unforeseen occurrence or circumstances beyond the employee's control, e.g., family illness, accident, or act of God.

No reason need be given for the use of Annual Leave except when needed to verify an emergency.

Teachers will be allowed to accumulate ninety (90) days of Annual Leave to carry forward. Therefore, teachers accumulating over ninety (90) days (up to 101 days) will be paid at a rate of \$125 a day for excess days at year-end and the carry forward will be reduced to ninety (90) days. At year end, no teacher will be allowed more than ninety (90) usable annual leave days.

FAMILY AND MEDICAL LEAVE ACT. When a teacher exhausts all paid annual leave and he/she is unable to return to work, he/she must submit a request for medical leave for specified period of time, accompanied by statement of verification from a physician to the Superintendent.

Entitlement. This leave can be used for one or more of the following:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or son, or daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
4. Because of serious health condition that makes the employee unable to perform the functions of the position of such employee.

Length of Leave. Such leave may be granted for a period not to exceed twelve (12) weeks and is without pay. Paid annual leave and days provided by the sick leave bank must be utilized prior to this unpaid leave and count toward the twelve week entitlement required to be provided by federal law.

Insurance Benefits. The teacher on unpaid annual leave, pursuant to the Family & Medical Leave Act, shall continue to receive insurance benefits at the expense of the District for up to and including twelve (12) weeks. Teachers will receive paid health insurance benefits during period of paid leave, and these paid insurance benefits shall count toward the twelve (12) week entitlement required to be provided by federal law.

Federal Law Controls. These Negotiated Policies provide benefits that are greater than or are equal to those provided for in the Family & Medical Leave Act. Where the Act provides benefits greater than those received under these Negotiated Policies, the Act shall control. Otherwise, these Negotiated Policies detail all benefits applicable to teachers.

Leaves of Absence. A teacher may be granted a leave of absence without salary for one (1) academic year out of every seven (7) years for the purpose of travel, study or because of illness, provided such travel or study is made for the purpose of obtaining greater skills in his/her teaching profession. Teachers desiring such leave shall make application to the Superintendent at least three (3) months in advance. Teachers on such leave desiring to extend the leave for additional time, may make application to the Superintendent. Additional leave must not be in conflict with the opening or closing of the academic year.

BEREAVEMENT LEAVE. All full-time certificated employees shall be entitled up to a maximum of three (3) days bereavement leave in the event of death of the employee's spouse, son, daughter, father, mother, brother, sister, grandmother or grandfather, mother-in-law, father-in-law, step-parent, step-brother or step-sister, and other close relatives as approved by special request by the immediate supervisor.

An additional two (2) days bereavement leave will be given, and those days will be deducted from the employee's accumulated annual leave.

Bereavement leave may not be requested beyond a fourteen (14) day period of time of the death of the family member.

If any employee experiences the death of a person not covered by the above description, but that involves special or extenuating circumstances, the teacher may request accommodation of the Superintendent.

SICK BANK

It shall be the policy of Trinidad School District No.1 that:

Participation by a majority of the full-time employees shall be required to maintain the sick leave bank.

- a. The school district will give one day per participating employee only at the start of the program.
- b. Participating employees will be required to donate one day of their accumulated sick leave at the time of their enrollment.

Admission to the bank will be within thirty (30) days of employment. If an employee does not sign up within this time period, he/she may sign up from September 1 to October 1 of any year thereafter.

If days in the bank drop to a balance of 50 days, those wishing to continue in the bank will be required to contribute one additional day on the appropriate authorization form.

a.If a member employee, when an additional contribution is required, has no accumulated sick leave, he/she will contribute his/her next accumulated sick day.

b.Days contributed to the sick leave bank cannot be subsequently refunded.

c.Sick leave days in the bank will carry over from year to year.

The bank will be administered by a sick leave committee. This committee shall be composed of one (1) administrative member appointed by the administration, two (2) classified members appointed by classified employees, one (1) high school teacher, one (1) middle school teacher, and two (2) elementary teachers appointed by teachers.

The committee members shall be appointed for a three-year term.

The following conditions will govern the granting of sick leave days from the bank:

a.Applications for benefits from the bank will be made in writing and must be a minimum of five working days. Application forms will be available through the personnel office.

b. An employee will not be able to withdraw days from the bank until his/her fully paid accumulated sick leave is depleted.

c. Benefits of the bank shall be restricted to the illness or disability of an employee.

d. Not more than twenty (20) days may be used by one employee in one school year.

e. A doctor's statement specifying the nature of the illness or disability, the dates of medical service to the employee, and the date of the patient's release for return to their regular duties will be required.

f. It is understood that each member using days from the bank will be obligated to pay back their used days at the rate of one (1) every other month through the school year as long as they are employed by the District.

Decisions of the committee with respect to eligibility for bank sick leave days shall be final and not grievable.

The Sick Leave Bank Committee will report the status of the bank to the Superintendent of Schools at the end of the school year.

NEGOTIATED POLICY 11 - PLANNING TIME

PLANNING TIME. The Board and the Association recognize that in order to present quality lessons in a coordinated fashion in cooperation with fellow staff members, adequate planning time for teachers is necessary and desirable. Teachers require planning time on a daily basis to deal with day-to-day instructional implementation and occasionally to deal with the special needs of kids. Planning time is also necessary in large blocks on a periodic basis where several teachers at a level or in a program are involved in coordinating instruction or planning curricular change. Unfortunately, the provision of adequate planning time requires the commitment of certain resources in the form of professional staff to spend time with the students, freeing-up the teachers normally charged with their care for other activities. Accordingly, each elementary building in the District will develop a plan for the deployment of resources in such a fashion that adequate planning time to meet the needs of staff and students is available.

District principals will work with the staff in each building to provide teachers 250 minutes of planning time (not supervising students), per week (50 minutes planning time per day if working less than a five day week.) In the event that it is determined a problem exists with providing such planning time, the building staff and the involved principal will meet to develop a solution in a consensus manner. In the event of difficulty, the District will provide facilitation to develop a solution.

NEGOTIATED POLICY 12 - TRANSFER POLICY

GENERAL. Transfer of teachers from one position in the District to another can be a positive experience and provide growth for teachers. The Board and the teachers recognize that transfers are frequently desired by teachers and in other instances are initiated by administration to address a perceived need or problem.

TEACHER INITIATED TRANSFERS/NOTICE OF VACANCY. When a vacancy in a teaching position has been identified by administration the District will post the position on the web site and at all work sites for (10) days. Vacant positions may be filled with staff reassignments 1.)within the building, 2.)within the district, prior to filling the position externally. Notice of unfilled positions will be given to the staff prior to filling the position and will take into consideration such factors as the time of the year and the most appropriate methods of communicating with staff. Vacant positions shall be posted on the district web site.

A teacher interested in a vacant position shall send a written letter to the district within the ten (10) posted days. The District will give consideration to those teachers who indicated an interest in a vacant position in writing. Consideration for the purposes of this policy means that the teacher's qualifications will be evaluated with regard to the vacancy. The evaluation shall consist of a paper screening when there are a significant number of applicants. It is recognized that the District will set up an interview and selection process and interview all in district applicants that are qualified for the position.

NOTICE OF DECISION. The District will inform teachers who have expressed an interest in a transfer of the disposition of their application within a work week after a decision has been made.

FACTORS. The parties recognize that the placement of professional staff in teaching positions involves careful consideration of a number of factors and that the reasons for selecting or not selecting individual teachers may be complex and varied. The parties are agreed that the factors to be considered in making transfer decisions should include the following:

The requirements of the educational program and the qualifications and experience of the candidate with regard to the position to be filled.

ADMINISTRATIVE/INVOLUNTARY TRANSFER. When the Superintendent or building principal requests the transfer of a teacher effective the following school year, that teacher shall be notified as soon as possible but not later than June 1 in writing, giving the reasons for the transfer. This June 1 time line is not applicable when the transfer is due to changes in enrollment, funding change, or a staffing change due to attrition or resignation. When the District is contemplating an administrative transfer a meeting will be convened involving the teacher, his/her representative, the appropriate department head, if applicable, and the administrators of both buildings and the Superintendent. In appropriate circumstances where others are critically involved in the transfer decision, additional persons may be involved at the discretion of the Superintendent.

NEGOTIATED POLICY 13 - TEACHER PROFICIENCY

MEETING DISTRICT STANDARDS. The parties agree that teacher proficiency is of highest importance to the District and is critical to the successful education of students. As such, vertical steps on the salary schedule shall be considered and determined to be evaluation steps. Each successful year of teaching which meets or exceeds District standards, shall entitle a teacher to move one step vertically through the salary schedule.

NOT MEETING DISTRICT STANDARDS. Any non-probationary staff member who does not meet District Standards shall be placed on a remediation plan and is not eligible for vertical advancement on the salary schedule. When the teacher successfully completes the remediation plan, the teacher will be placed on the appropriate step, with the correct longevity at the current rate, effective at the beginning of the month following such successful completion. Probationary teachers who do not meet District Standards will not be allowed vertical advancement on the salary schedule.

NON-CERTIFIED STAFF—Non-certified instructional staff will remain on the same salary step until certification is completed. Upon completion, that teacher will be considered a first year, probationary teacher and will be eligible for movement on the salary schedule, according to district guidelines. These individuals must provide evidence of work toward their certificates at the end of each school year, if no work has been completed, that teacher's job will be re-advertised. *

PROCEDURE REVIEW. The evaluatee may appeal any alleged procedural violations in the evaluation process prior to development of the Job Improvement Target Plan, to a review committee consisting of one teacher chosen by the Association and an administrator chosen by the District who is not the evaluatee's principal. Such committee shall review alleged procedural violations and shall make recommendations to the Superintendent concerning such procedural violations. The evaluatee may appeal directly to the Superintendent if he or she chooses.

*See Negotiated Policy #7

LEGAL REFERENCES:

- C.R.S. '22-32-110(5)
- C.R.S. '22-44-115(2)
- C.R.S. '22-60-107
- C.R.S. '22-63-401 through 403

NEGOTIATED POLICY 14 – INSTRUCTIONAL STAFF REDUCTION IN FORCE

Please see Administrative Procedure -- File: GCQA

Definitions

1. "Cancellation of employment" means the cessation of employment of a teacher when there is a justifiable reduction in the number of teaching positions in the school district for reasons of fiscal exigency or program change.
2. "Teacher" means any person who is regularly licensed by the teacher certifying authority for the state of Colorado and who is employed full-time to instruct, direct or supervise the instructional program, except those persons holding letters of authorization.
3. "Fiscal exigency" means any significant decline in the Board of Education's ability to fund the operation of the district.
4. "Program change" means any elimination, curtailment or reorganization of curriculum, program or school operation, or a reorganization of curriculum, program or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency.
5. "Day" means every day including Saturdays, Sundays and teacher workdays, but it does not include official school holidays such as Thanksgiving and Christmas.

General grounds for cancellation of employment

Cancellation of employment may take place when the Board of Education decides that a fiscal exigency exists or a program change is to be made which requires cancellation of one or more teaching positions. Such a decision may be made and any resulting termination may be effected only in accordance with this policy and the accompanying procedures.

Board of Education's preliminary determination and statement

If the Board decides that cancellation of employment of one or more teachers may be required, it shall prepare a statement that identifies with reasonable particularity the reasons for the decision. This statement shall be transmitted to the superintendent of schools and school district faculty. After consulting with the superintendent, the Board shall establish the actual number of professional staff to be reduced consistent with the Board's authority to establish educational programs within the district.

Superintendent's action

Within 20 days after receiving the statement from the Board, the superintendent shall submit to the Board recommendations for canceling the employment of particular teachers. In making this recommendation, the superintendent shall not be limited to considering only the teachers in the areas or program designated by the Board in its initial statements. The superintendent shall, insofar as possible, meet the reduction in force by normal attrition such as layoffs, retirements, leaves of absence or transfer of assignments.

When cancellation of a teaching position occurs within any particular endorsement area, the contracts of first-year probationary teachers who are occupying such positions shall be canceled first.

If further reductions are necessary, cancellation of contracts of second and third year probationary teachers and non probationary teachers then shall be considered as a group. In accordance with state law, this provision shall not create any express or implied property right or contract right for second- and third-year probationary teachers.

The superintendent will consider the following factors in recommending a teacher for cancellation of employment:

1. The needs of the district
2. Professional experience including experience as an administrator
3. Education
4. Length of service
5. Merit
6. Affirmative action considerations
7. Consultation with the Union where facts and figures to the need for necessary reductions are shared.
8. Seniority for teachers in all areas where they are qualified will be used in determining which teachers are cut and teachers who are qualified will have the right to bump less experienced teachers.
9. A teacher who is laid off shall be offered first vacancy in the district for which he/she is qualified.

The superintendent, generally, will not make recommendations for reductions until consultation has occurred with each principal or supervisor whose school will have a teacher terminated.

Adopted by the Board: January 1983

Revised by the Board: August 1991
Revised by the Board: March 1995
Revised: April 2006
Recoded and revised by the Board: date of manual revision

LEGAL REFS.: C.R.S. 22-60.5-101 *et seq.* (teacher licensure law)
C.R.S. 22-60.5-403
C.R.S. 22-63-202 (3) (cancellation of employment contracts-reduction in force)

CROSS REF.:
Board policy:
EL-12, Staff Treatment

Trinidad School District #1, Trinidad, Colorado

NEGOTIATED POLICY 16 - STRIKES AND WORK STOPPAGES

NO STRIKE COMMITMENT. The Association and Board commit to resolve any differences that may arise between them using collaborative problem solving processes. Accordingly, for the duration of these Negotiated Policies, neither the Association nor the teachers will engage in any concerted interruption of normal work processes.

NEGOTIATED POLICY 17 - ENTIRE UNDERSTANDING

ENTIRE UNDERSTANDING. The District shall not be bound by any requirement that is not specifically stated in these Negotiated Policies. Specifically, but not exclusively, with regard to interpretation or construction of these Policies, the District is not bound by any past practices, or understandings with any labor organization, unless such past practices or understandings are specifically stated in these Policies

WAIVER OF BARGAINING. The Association and the District agree that these Policies are intended to cover all matters within the scope of bargaining, and that during the term of this Agreement, neither the District nor the Association will be required to negotiate any further matters affecting these or any other subjects not specifically set forth in these Negotiated Policies.

SAVING CLAUSE. Should any provisions of these Policies be found to be inoperative, void, or invalid by any court or tribunal of competent jurisdiction, all other provisions of these Policies shall remain in full force and effect for the state duration.

MODIFICATION OF NEGOTIATED POLICIES. No change, rescission, alteration or modification of these Negotiated Policies in whole or in part shall be valid unless the same is in writing and is ratified by both the Board and the Association.

NEGOTIATED POLICY 18 - WAIVER OF TERMS

WAIVER. Failure of either party to enforce, or insist upon the performance of any term, condition or provision of these Negotiated Policies, in any one or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of these Policies shall be deemed waived by either party unless such waiver is reduced to writing and signed by the Association's officers and the Board. If such written waiver is given, it shall apply only to the specific case for which the waiver is given, and shall not be construed as a general or absolute waiver of the term, condition or provision that is the subject matter of the waiver.

These Negotiated Policies are agreed to this 9th day of June, 2009.

LAS ANIMAS COUNTY SCHOOL DISTRICT NO. 1
also known as TRINIDAD SCHOOL DISTRICT NO. 1

ATTEST:

By: President

Secretary/Treasurer

Trinidad Federation of Teachers

ATTEST:

By: President

Secretary/Treasurer

Trinidad Education Association

ATTEST:

By: President

Secretary/Treasurer

