

Negotiated Agreement

of the

Trinidad Board of Education

and

Trinidad Federation of Teachers

and

Trinidad Education Association

for the period

July 1, 2010 to June 30, 2013

TRINIDAD SCHOOL DISTRICT 1
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AGREEMENT:

On _____ 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 for the period of July 1, 2010 to June 30, 2013.

ARTICLE ONE - DEFINITIONS

- 1-1 **ASSOCIATION** The Trinidad Federation of Teachers and Trinidad Educational Association (TFT/AFT) (TEA/CEA), parties to this Agreement.
- 1-2 **BOARD** The Governing Board of Education of Trinidad School District 1 in the County of Las Animas and State of Colorado, a party to this Agreement.
- 1-3 **DAYS** Calendar days, unless otherwise provided in this Agreement.
- 1-4 **DISTRICT** Trinidad School District 1 in the County of Las Animas and State of Colorado.
- 1-5 **EMPLOYEE** Any full time and part time member of the bargaining unit in a certified employee position.
- 1-6 **YEAR** The period from July 1 through June 30.
- 1-7 **EMPLOYER** The Board or its designee(s).
- 1-8 **SUPERVISOR** The administrator responsible for the daily supervision, evaluation of the employee, and recommends promotion, demotion, hiring and firing of the employee.
- 1-9 **SUPERINTENDENT** The superintendent of Trinidad School District 1.
- 1-10 **BARGAINING UNIT** All full time and part-time certified employees of the District except:
- 1) Administrators/Principals
 - 2) Managers, supervisors and confidential employees who are specifically excluded from the Negotiating Unit and who are listed on Appendix A, attached hereto.
 - 3) Substitute and temporary employees.
 - 4) All full time and part-time classified employees.
- 1-11 **PARTY OR PARTIES** The Board, or its representatives acting on its behalf, and the Associations, or its representatives acting on its behalf.
- 1-12 **DISCIPLINARY ACTION** An action that is with just cause toward a bargaining unit employee, intended by an Administrator, Principal, or Vice Principal to be disciplinary in nature as part of the progressive disciplinary process in article 12-2-1
- 1-13 **SCHOOL CALENDAR YEAR** The number of student contact days in the current school calendar.

- 1-14 **FAMILY** 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.
- 1-15 **CONTRACT YEAR** September 1 through August 31

ARTICLE TWO - GENERAL PROVISIONS

- 2-1 Neither the Board nor the Associations, or any authorized agent of the Board or the Associations, shall discriminate against any employee on the basis of race, age, creed, color, national origin, sex, marital status, handicap, sexual orientation, membership or non-membership, or participation or non-participation in the activities of any labor organization.
- 2-2 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Associations shall carry out the commitments contained herein and give them full force and effect until June 30, 2013.
- 2-3 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent in writing of the parties hereto.
- 2-4 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the United States of America.
- 2-5 The provisions of this Agreement shall control where any direct conflict exists between this Agreement, Board policy, and practice not incorporated in this Agreement. In the event of a change in a District-wide personnel policy not controlled by this Agreement and when this policy directly affects employees, the District agrees to consult with the Associations regarding such change prior to its implementation. Any matter not covered by this agreement, board policy shall control.
- 2-6 At the request of the Associations, the District shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. The Associations shall reimburse the District for any unusual costs of obtaining such data which cost is mutually agreeable to both parties. At the request of the District, the Associations shall make available copies of data pertinent to the subject of negotiations obtained from sources outside the District and on which the Associations rely for negotiations. In order to assist the Associations and the District in the performance of their responsibilities, the District will provide to both organizations, AFT and 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
- 2-7 Subject to any limitations under State or Federal law, the Board shall make available to the Presidents of the Associations an advance copy of the agenda, the personnel report, and the minutes for each official Board meeting through the inter-office mail. (Electronic and hard copy)

2-8 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall meet within a reasonable time to renegotiate the stricken provisions.

2-9 When the District is considering an alteration to any aspect of the bargaining unit, such change shall be discussed by officially designated District and Associations representatives. Discussion shall take place early enough in the District's decision-making process so that suggestions made by the Associations may be legitimately considered by the District. This Article and any Agreement pursuant hereto, shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its structure, perform its functions or operations or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

Nothing contained in this Agreement shall be construed to limit the discretion of the School District to confer with employees in the process of developing policies relating to the programs of the District.

2-10 It is agreed that where the feminine or masculine gender is used, it shall also apply to the opposite gender, and where the singular is used, it shall also apply to the plural.

2-11 The Board and the Associations 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.

ARTICLE THREE - RECOGNITION

- 3-1 The Governing Board of Education of Trinidad School District 1, herein referred to as the “Board”, recognizes the Trinidad Education Association and Trinidad Federation of Teachers herein referred to as the “Associations”, as the exclusive representative of the employees in the bargaining unit defined herein, for the purposes of collective bargaining on all matter relating to grievance procedure, rates of pay, wages, hours, and other terms and conditions of employment. Since both the TFT and the TEA 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.
- 3-2 The Board agrees not to bargain directly with any other organizations other than the associations representing employees in the bargaining unit for the duration of this Agreement, nor shall the Board bargain directly with any bargaining unit employee or group of bargaining unit employees for the duration of this Agreement.
- 3-3 All rights and privileges granted to the Associations under the terms and provisions of this Agreement are for the exclusive use of the Associations.
- 3-4 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.
- 3-5 Any teacher under these Negotiated Policies may confer or discuss any matter with appropriate employees or officers of the District without involving the Associations. If so desired, teachers may request representation in any meeting, conference, discussion, etc. with no negative connotation. Teachers are encouraged to work collaboratively with building administrators to resolve issues before requesting union representation. Both parties shall provide notification if representation will be present.
- 3-6 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.
- 3-7 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.

ARTICLE FOUR - REPRESENTATION RIGHTS

4-1 DUES DEDUCTION

- 4-1-1 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.
- 4-1-2 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.
- 4-1-3 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.
- 4-1-4 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.
- 4-1-5 The Associations agree 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 Associations;
 3. A list of any organizations with which the Associations are 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.
- 4-1-6 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.

- 4-1-7 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.
- 4-1-8 Duly authorized representatives of the Associations, and its respective affiliates, shall be permitted to transact official business on school property before and after school and during the duty-free lunch period. Such business 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.
- 4-1-9 Association representatives, during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day. All efforts shall be made to not disrupt the school/work day of employees.
- 4-1-10 The District agrees to furnish the Associations in response to requests for all available information concerning the financial resources of the District and such other information as will assist the Associations in developing programs on behalf of the Employees, together with information which may be necessary for the Associations to process any grievance or complaint or to develop bargaining proposals.
- 4-1-11 Any teacher who is asked by management to attend a meeting pertaining to disciplinary actions, will be informed of the reasons for the meeting prior to holding the meeting. The teacher has a right to discuss the matter personally or to request that an Association representative be in attendance. 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 representative to attend the meeting.

The Board and the Associations 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.

ARTICLE FIVE - NEGOTIATION PROCEDURE

5-1 GENERAL

5-1-1 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.

5-2 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.

5-3 CONDUCTING NEGOTIATIONS

5-3-1 The scope of negotiations shall be on matters concerning certified employees' salaries, terms and conditions of employment, and other items mutually agreed upon.

5-3-2 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.

5-3-3 Negotiations mutually agreed upon shall be conducted at times and places mutually agreeable to the negotiators named by each party provided. The members of the negotiation team shall be released from work duties without loss of salary to attend such meetings.

5-3-4 The Association shall present a written proposal in full to the Board ten (10) workdays prior to the first meeting. The Board shall respond in like manner of the time of the first meeting.

5-3-5 It is recognized that either party may designate its own representatives, however, the associations will abide by the guidelines set forth in the compact.

5-3-5-1 It is recognized that either party may, if it so desires, utilize the service of consultants.

5-3-6 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. Both parties agree to present reasonable proposals which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

5-3-7 The Board shall make available to the Associations the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning certified employee salaries.

5-3-8 Negotiations shall be conducted in closed session unless both parties agree to the contrary.

5-4 ADOPTION OF AGREEMENT

5-4-1 Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated, and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.

5-4-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Associations and adoption by the Board.

5-4-2-1 The Association agrees to present the tentative agreement to its membership and hold its ratification meeting within fourteen (14) calendar days after the tentative agreement has been reached, and to notify the Board in writing of the results of such meeting immediately following that meeting.

5-4-2-2 Following ratification by the Associations, the Agreement shall be placed on the agenda for the next Board meeting for consideration of its adoption.

5-4-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

5-5 IMPASS RESOLUTION MECHANISMS

5-5-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.

5-5-2 Selecting Mediator. The Board and the Associations will attempt to mutually agree upon a mediator. If the parties are not successful in selecting a desired mediator in this fashion, either party may submit a request first to the Federal Mediation and Conciliation Service

(FMCS) and if no mediator is available from FMCS, then the American Arbitration Association for selection of mediator according to its then-current rules. The American Arbitration Association will submit identical lists of names of five (5) persons skilled in resolution of educational labor disputes to each party within seven (7) calendar days. Five (5) days after receipt of this list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The party striking first shall be determined by lot. The format, dates and times of meetings will be arranged by the mediator.

- 5-5-3 The mediator is not empowered in any way or permitted in any way to make any findings of fact, recommendations, or decisions concerning the position(s) of the parties and/or the issues related thereto.
- 5-5-4 The format, dates, and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.
- 5-5-5 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Associations.

5-6 FACT-FINDING

- 5-6-1 If the mediation described in Section 5-5 has failed to bring about agreement on all issues, either the Board or the Associations may request that the issues which remain in dispute be submitted to a fact-finder. In the event that the parties are unable to agree on a fact-finder, the fact-finder shall be selected in the manner provided in Section 5-5 for selecting a mediator. Subsequent to this request, the parties may continue to negotiate until agreement is reached or a fact-finding hearing is convened, if both parties mutually agree that continued negotiations would be beneficial.
- 5-6-2 The fact-finder shall have the authority to schedule and hold hearings and make procedural rules. As soon as practicable upon appointment, the fact finder shall convene a hearing with at least ten (10) days written notice to both parties at which time both parties may appear to present facts and arguments with regard to those issues which remain in dispute.
 - 5-6-2-1 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) calendar days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.
 - 5-6-2-2 All hearings by the fact-finder shall be held in closed sessions, and no news releases shall be made concerning progress of such hearings.

- 5-6-3 The hearing shall be concluded within ten (10) days of being first convened, and the fact finder shall issue his written findings of fact and advisory recommendation not later than thirty (30) days after the hearing is closed. The fact finder's report shall be issued to the Board and the Associations only and shall set forth in the report the finding of fact, reasoning, and recommendations on the issues submitted.
- 5-6-4 Within five (5) calendar days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
- 5-6-5 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) calendar days after the meeting described in Section 5-5-4
- 5-6-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-4.
- 5-6-7 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Associations.
- 5-6-8 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.

ARTICLE SIX – GRIEVANCE PROCEDURE

6-1 Definition

6-1-1 A “grievance” shall mean a claim or complaint by a bargaining unit member, a group of bargaining unit members or, in the case of a grievance involving a class / group of employees, by the Associations, that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement or published Board and Administrative policies and regulations concerning employment terms and conditions of employment related personnel matters. (Refer to Appendix C)

6-1-2 A “grievant” is the employee or employees who have filed a written grievance bearing the employee or employees’ name(s), or in the case of a grievance involving a class or group of employees, the Associations. The Associations shall notify employees involved in the grievance filed.

6-2 Purpose

6-2-1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise involving the matters dealt with in the Agreement. Both parties agree that their proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

6-2-2 Nothing contained herein will be constructed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of this administration, and to have the grievance adjusted without intervention by the Associations, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Associations has been given an opportunity to be present as such adjustment and to state its views.

6-3 Procedure

6-3-1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

6-3-2 In the event a grievance is filed at such a time it cannot be processed through all of the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of this school year or as soon thereafter as is practicable.

6-4 Hearing Levels

- 6-4-1 Level One: Informal Level. An Employee with a grievance is encouraged to discuss the alleged violation of the Agreement with his/her building administrator or have his designated grievance representative do so. This discussion should occur within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based.
- 6-4-2 Level Two: Formal Grievance. An Employee wishing to file a formal grievance must file the written grievance with his/her building administrator within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based or within twenty (20) work days of the meeting with the administrator described in Section 6-4-1 above. The principal and the grievant may be accompanied by a representative. The principal shall provide a written response within ten (10) work days of the meeting.
- 6-4-3 Level Three - Superintendent: If the aggrieved employee is not satisfied with the disposition of his/her formal grievance at Level Two, or if no decision has been rendered within ten (10) work days after presentation of the grievance at the Level Two meeting, he/she may file the grievance in writing simultaneously with the Associations and the Superintendent within five (5) work days after receipt of the written decision at Level Two or fifteen (15) work days after the Level Two meeting, whichever is sooner.
- 6-4-3-1 Within ten (10) work days after receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved employee and a representative of the Associations in an effort to resolve it.
- 6-4-3-2 The Superintendent shall provide a written response within ten (10) work days of the meeting.
- 6-4-4 Level Four – Advisory Arbitration: If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the Level Three meeting, he/she may, within five (5) work days after decision by the Superintendent or fifteen (15) school days after the Level Three meeting, whichever is sooner, request in writing (with a copy to the Superintendent) that the Associations submit his/her grievance to arbitration. The Associations may, by written notice to the Superintendent within fifteen (15) work days after receipt of the request from the aggrieved employee, submit the grievance to advisory arbitration. If any question arises as to whether a particular dispute is arbitral under this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the “AAA Rules”).

- 6-4-5 The parties may agree on an arbitrator. In the event the parties are unable to agree on an arbitrator, either party may request that the American Arbitration Association furnish a list of five (5) arbitrators who are available and willing to serve. The parties shall meet within seven (7) work days from the mailing date of such list and cross off names to which they object with the party striking a name until one name remains. The remaining name shall be the arbitrator.
- 6-4-6 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 6-4-7 The arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed 30 calendar days after the date of the close of the hearing, to the Board and the Associations only.
- 6-4-8 The arbitrator shall not have the power to add to, subtract from, or modify any terms of this agreement or terms of applicable Board policy. The arbitrator's report shall be submitted in writing to the Board and the Association (or their respective representatives) only, and shall set forth his findings of fact, reasoning, conclusions, and recommendations.
- 6-4-9 The Board shall take official action on the report of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) work days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.
- 6-4-10 All mutually incurred costs of the arbitration, including the costs for the services of the arbitrator, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Associations. All other costs will be borne by the party incurring them.
- 6-5 Rights of Employees to Representation
 - 6-5-1 No reprisals will be taken by the Superintendent or by any member of the administration or the Board against any grievant, any association grievance representative, or any other participant in the grievance procedure by reason of such participation.
 - 6-5-2 An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the Associations.
- 6-6 Miscellaneous
 - 6-6-1 If, in the judgment of the Associations, a grievance affects a group or class of employees, the Associations within thirty (30) days after the Associations knew or should have known of the occurrence of the event upon which the grievance is based, may initiate and

submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Associations may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved employee who wishes to do so. In the process of investigating a grievance made directly by the Associations on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.

- 6-6-2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved employee, within thirty (30) work days after he/she knew or should have known of the occurrence of the event upon which the grievance is based, will submit such grievance in writing to the superintendent and the Association directly and the processing of such grievance will be commenced at Level Three. The Associations may process a class / group grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so. In the process of investigating a grievance made directly by the Associations on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.
- 6-6-3 When it is necessary for the grievant or an Association grievance representative to investigate or participate in the investigation of a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her building administrator by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. All efforts will be made to schedule grievances after work hours.
- 6-6-4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6-6-5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Associations and given appropriate distribution by the Associations so as to facilitate operation of the grievance procedure. The costs of preparing such forms will be borne by the Board.
- 6-6-6 The Associations and the aggrieved employee will be required to exhaust the grievance procedure set forth in this Article, including arbitration, before seeking alternative remedies provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

6-6-7 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. 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. Time limits under this procedure may be extended by mutual written consent.

ARTICLE SEVEN - LEAVES OF ABSENCE

7-1 Annual Excused Leave

7-1-1 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

7-1-2 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, scheduled PLC, or Professional Development days 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 75% of per diem pay 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.

If the leave is denied, the employee may appeal the supervisor's decision to the superintendent prior to the leave going into affect.

7-1-2-1 If an employee's effective date of employment is after the beginning of the contract year, the employee shall accrue annual leave on a prorated basis for each full month of employment during the current contract year.

- 7-1-3 If there is a reasonable concern regarding an employee's illness, the Superintendent or his designee, may require that the employee furnish a physician's certification of cause and duration of the illness.
- 7-1-4 After an employee has exhausted all annual and accumulated excused leave, absences shall be deducted at the hourly rate of employee's pay for such time of absence not covered by annual excused leave.
- 7-1-5 Any employee with ten (10) years of consecutive service to the District, who retires, resigns in good standing, or dies prior to taking accrued annual leave will be paid, at the rate of 75% of their per diem pay, for the unused annual excused leave accumulated at the time of separation, not to exceed ninety (90) days.
- 7-1-6 Any employee who has exhausted all but 15 annual leave days and is currently out on annual leave for him/her self or a family member illness may obtain not more than sixty (60) days/ additional time by having annual leave donated by other employees provided the illness is not work related. The employee shall contact the Associations Presidents and the payroll office when borrowing and/or donating days/hours to coordinate the usage of the days/hours. In no event shall the number of days/hours borrowed and/or donated exceed thirty (30) days The request for donation of days may be repeated only once for a maximum of 60 days.

7-1-7 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.

7-1-8 No more than five (5) consecutive annual leave days may be used at any one time. If additional days are needed, they shall be authorized by the employee's building administrator before they can be taken.

7-2 FAMILY LEAVE

7-2-1 Upon the birth or adoption of a child, or a pregnancy related leave required due to a medically certified complication, a certified employee shall be entitled, upon written request to the Superintendent or his designee, to an unpaid leave. In unusual circumstances, the period of leave granted may be extended upon request.

- 7-2-2 Initial written requests should include at least 30 calendar days notice of the intended leave commencement date.
- 7-2-3 An employee who is pregnant may continue active employment as late into her pregnancy as her physician recommends, provided she is able to properly discharge her duties.
- 7-2-4 An employee may, because of verified medical disability connected with or resulting from such pregnancy or childbirth, at the employee's option, use available earned cumulative leave for such disability. The District may require additional statements from the attending physician at any time.
- 7-2-5 While on such leave, an employee shall have the option of remaining an active participant in those fringe benefit programs for which eligible at the employee's expense.
- 7-2-6 If the period of leave exceeds the attending physician's determination of when the employee is able to resume regular work, excluding cumulative leave, in a given, work year, no increment credit will be granted, however, accumulated leave will be maintained.
- 7-2-7 A certified employee adopting a child shall be entitled, upon written request, to an unpaid leave commencing at the time of adoption. The employee shall direct such request to the Superintendent or his designee in writing and, except in case of emergency, shall give notice of at least five (5) calendar days prior to the date on which the leave is to begin.
- 7-2-8 An employee who is granted family leave shall have the right to return to work on the following basis:
 - 7-2-8-1 An employee on family leave, for a period of 60 calendar days or less, shall be returned to the same position, provided the employee has notified the Superintendent in writing of the employee's desire to return to active employment no later than 30 calendar days prior to the date the employee desires to return.
 - 7-2-8-2 If an employee elects to extend the leave beyond 60 calendar days but indicates a desire to return to work within 12 months after the birth of the employee's child, the employee shall be re-employed subject to positions being available. If more than one employee has given notice pursuant to this paragraph, such employees shall be returned to work, subject to position being available, in order of the dates on which notice of their desire to return to work was given to the District.

7-3 INJURY LEAVE

- 7-3-1 All full-time certified employees temporarily absent from work and unable to perform his or her normal duties as a result of injury or occupational disease, arising out of and in the course of their employment by the District, shall be granted injury leave of up to 30 days with full pay less the amount of any workers' compensation payment benefits or awards made for temporary disabilities due to said injury. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave. No part of such leave will be charged against the employee's annual excused leave. Any employee denied or penalized under the workers' compensation statute shall not receive injury leave. Upon the approval for worker's compensation, the employee shall relinquish the worker's compensation check to the district during the time the employee is on injury leave and receiving full pay and benefits.
- 7-3-2 The District and/or the District's insurance carrier shall be subrogated to the claims of such employee against any third person or persons for the amount of benefits paid by the District.
- 7-3-3 If an employee incurs an injury arising out of and in the course of such employee's employment by the District which is compensated by no-fault insurance for the first three (3) days of such injury, and for which the District's workers' compensation insurance carrier makes no payments, the employee shall be granted injury leave with pay for those three (3) days, unless the employee assigns any such payment to the District. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave.

7-4 JURY DUTY

- 7-4-1 Each certified employee will receive regular payment from the District for the first three (3) days of continuous jury service on a trial or Grand Jury. After the third day of continuous service on a trial or Grand Jury, the certified employee has the option of accepting the per diem payment from the State, or receiving regular payment from the District. If the certified employee chooses to accept the regular payment from the District, the per diem payment from the State must be returned to the payroll office by the certified employee. If the certified employee chooses to accept the per diem payment from the State, the payroll office of the District must be informed immediately, in writing, that the certified employee has chosen this option.
- 7-4-2 An employee who reports for jury duty but is excused by the court less than half-way through the work shift shall immediately report to their district assignment.

7-5 PROFESSIONAL LEAVE

7-5-1 From time to time employees may be requested by the District to attend meetings, workshops or symposiums through which the employee will receive training and, thereby, become more efficient in the discharge of their duties. Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses, such as mileage, lodging and meals (or per diem), registration fees, parking, and gratuities, may be approved.

7-6 ASSOCIATION LEAVE

7-6-1 Recognizing the value of teacher involvement in professional organizations, the District will allow up to fifteen (15) 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.

7-7 REPORTING OFF AND RETURN TO DUTY

7-7-1 Unless otherwise provided in this Article 7, the specific procedure outlining times for calling off and on shall be the responsibility of the respective building Principals, the employees building administrator.

7-8 FAMILY AND MEDICAL LEAVE ACT (FMLA)

7-8-1 The District will follow the 1993 Family and Medical Leave Act as it applies to employees who meet the qualifications of the act.

7-8-2 The purpose of the Act is to allow eligible employees to take up to 12 weeks of unpaid leave in any 12 month period to:

- Care for the employee's child after birth or placement for adoption or foster care;
- Care for the employee's spouse, parent, or child who has a serious health condition;
- Treatment for and recovery from a serious health condition which affects the employee's ability to do his/her work.

7-8-3 If both spouses are employed by the District and are eligible employees under the FMLA, each shall be individually entitled to all FMLA leave rights.

7-8-4 The calculation of the leave year (12 month period) shall be a 12 month period measured forward from the first date leave is used by the employee.

7-8-5 In instances where an employee's leave, for reasons which qualify under the FMLA, is reasonably foreseeable, the employee shall give at least 30 days' notice of intent to

take FMLA leave. In emergency situations, where the employee could not have reasonably anticipated the need for leave; the employee shall notify the employer as soon as possible.

- 7-8-6 While an employee is on an FMLA leave, the employer shall maintain the same coverage under its group health plan. If the employee is normally required to pay part of the premium, he/she shall continue to do so.
- 7-8-7 If an employee wishes to utilize intermittent or recurring FMLA leave for the purpose of receiving medical treatment, the District may request that the employee transfer on a temporary basis to a position which better accommodates such recurring periods of leave. If the employee accepts the transfer, he/she shall maintain the same salary and benefits he/she enjoyed before the transfer.
 - 7-8-7-1 The District may require that the employee take leave for a different period of time, for a specific period of time, or at a specific time, if the employee and the employee's health care provider consent.
 - 7-8-7-2 The District shall not require an employee to remain out of work on involuntary leave solely because the employee's return to work would fall within 3 weeks of the end of the academic term.
- 7-8-8 If the District requests verification by a health care provider of an employee's need for person medical leave or medical leave for a family member under the FMLA, the District shall do so in writing and shall attach a copy of the U. S. Department of Labor's form WH-380 for the employee. The Employee shall return the completed form to the District within 15 days after the date he/she received the District's written request for verification. The requirements for verification of the employee's continuing need for FMLA leave shall be the same as those set forth in this Agreement for employees on non-FMLA qualifying leaves. The requirements for certification of the employee's ability to return to work shall be the same as those set forth in the Agreement for employees returning from other paid or unpaid leave.
- 7-8-9 An employee who has accumulated annual, or vacation days under this Agreement may elect to substitute such days for any qualified FMLA leave days.
- 7-8-10 Reinstatement of an employee at the conclusion of FMLA leave shall be to the position held by the employee prior to the FMLA leave unless the position has been eliminated. If the position has been eliminated, the District shall place the employee in a comparable position at the same worksite and, if none is available, in another position in the District. The position shall be equivalent in salary, benefits and other terms and conditions of employment.

7-9 Medical Leave

- 7-9-1 Employees who are medically disabled and unable to continue work and have exhausted their leave benefits or desire not to use accumulated excused leave shall be granted a medical leave of absence without salary and benefits for the duration of the medical disability, but not to exceed a period of 120 working days. If the employee returns to work during the 120 working day period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.
- 7-9-2 Extended medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for an additional twelve months.
- 7-9-3 If the employee returns to work during the extended medical leave, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, the employee who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special skills will be some of the salient factors in filling such vacancies.
- 7-9-4 When employees on medical leave are able to return to work, they shall be reinstated on the Salary Schedule at the classification and step they were when they were granted such leave, unless they qualify for a step increase as provided.
- 7-9-5 Before returning to work, the employee shall be required to submit to the Superintendent a physician's certificate of fitness to work.

7-10 Military Leave

- 7-10-1 An employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the district shall be granted military leave with a right of reinstatement in accordance with state and federal law.
- 7-10-2 Exclusive of travel allowances, if the employee's salary from the military reserve unit is less than the gross pay from the district, the employee will receive the difference between the two salaries.
- 7-10-3 An employee taking leave under this policy shall forward a copy of his/her military orders to the superintendent or designee. The district will require an employee to present written documentation to confirm completion of military orders upon return to active employment.
- 7-10-4 Military leave of absence without pay shall be granted as required by law to employees who enlist for military duty with any branch of the United States armed forces or who is called into active military service.

7-10-5 Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available, at the same salary and benefits which he/she would have received if leave had not been taken.

7-10-6 Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

7-11 BEREAVEMENT LEAVE

7-11-1 All employees covered by this agreement shall be entitled up to a maximum of three (3) days bereavement leave in the event of death of the employee's immediate family, i.e., the employee's mother, father, brothers, sisters, spouse, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepchildren, grandparents or any person permanently living in the employee's home.

7-11-2 An additional two (2) days bereavement leave may be requested from the building administrator, and if granted, such days will be deducted from the employee's accumulated annual excused leave.

7-11-3 Bereavement leave may not be requested beyond a fourteen (14) day period of time of the death of the family member. If an employee experiences the death of a person not covered by the above description, but that involves special or extenuating circumstances, the employee may request accommodation of the superintendent.

7-12 EXTENDED LEAVE

7-12-1 The district desires to meet the needs of individual employees for extended leaves of absence. Decisions regarding extended leave requests should be made in a manner that ensures that the leave will not have a negative impact on students. The district will give serious consideration to requests for extended leave for the following reasons:

- Leave requests that allow staff members to continue their formal education.
- Leave requests that allow staff members to take part in a foreign teacher exchange or to teach in a foreign country.
- Leave requests for foreign travel related to the staff member's present position with the district.
- Leave requests that do not fall into one of the above categories will be considered on an individual basis by the superintendent.

- 7-12-2 Extended leave requests must be in writing and must have the approval of the superintendent. The superintendent shall consult with the staff member's supervisor prior to making a decision. Except in cases of emergency, the request for an extended leave of absence must be submitted at least 30 days prior to the date upon which the leave is requested to begin.
- 7-12-3 Employees who are requesting a full term leave of absence should make their requests on or before March 5 during the school year proceeding the year in which the leave is desired.
- 7-12-4 Extended leave request should not be for more than one calendar year in length. The district desires to be cautious so as not to allow an excessive number of simultaneous leaves that could have a negative impact on the district.
- 7-12-5 Leave requests will not be granted, or there may be a limit in the duration of the leave, if there is concern that a suitable replacement cannot be employed.
- 7-12-6 Extended leaves of absence are granted without salary or insurance benefits. Individuals granted extended leaves may choose to pay the premiums necessary to remain in the district health and dental insurance programs. Payments for continuation of these benefits must be received by the payroll office on or before the first of each month.
- 7-12-7 Employees returning to the district after an extended leave may be given the same position upon their return if possible. When this is not possible, the returning employee will be given the most comparable job available for which he or she is qualified unless a reduction in force applies. Extended leaves for a portion of the school year will be filled, when possible, with a replacement that is given an interim contract/assignment.
- 7-12-8 Staff members who are approved for an extended leave will not receive credit for a year of experience on the salary schedule unless that person's leave consists of a concentrated year of comparable work.
- 7-12-9 Those granted extended leaves will retain their accumulated annual leave but will not be awarded additional annual leave during the term of the extended leave.

7-13 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 extracurricular 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 75% of his/her per diem rate for his/her accumulated annual 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.

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.

ARTICLE EIGHT - BUILDING ENVIRONMENT

8-1 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.

8-2 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.

8-3 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.

8-4 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.

8-5 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.

8-6 ISSUE IDENTIFICATION AND RESOLUTION

8-6-1 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.

8-6-2 Initiation of Process

Every school year, each building may 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.

8-6-3 Steps of the Problem Resolution Process

- A. *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.
- B. *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.
- C. *Interests.* Interests are the outcomes that people seek in attempting to resolve a problem or address a situation.
- D. *Options.* In this phase, the decision-making group brainstorms the variety of ways to address the situation that meets the Interests of the parties.

- E. *Evaluate.* The various Options generated (Step d., above) are evaluated to determine how well they meet the Interests and solve the problem.
- F. *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.
- G. *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.
- H. *Assess.* After the Option is implemented, the results are analyzed to determine if the desired level of correction or improvement has been achieved.

ARTICLE NINE – INSTRUCTIONAL STAFF REDUCTION IN FORCE

Please see Administrative Procedure -- GCQA

9-1 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.

9-2 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.

9-3 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.

9-4 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 non-renewals, retirements, leaves of absence or transfer of assignments.

When cancellation of a teaching position occurs within a particular endorsement area, the contracts of first-year probationary teachers who are occupying such positions shall be canceled first. In the event the length of service is the same, the specific educational needs of the district will be the determining factor.

If further reductions are necessary, cancellation of contracts of second and then third year probationary teachers shall occur by seniority within a particular endorsement area. In the event non- probationary teachers are subject to a reduction in force, the superintendent will consider the following factors in recommending a teacher for cancellation of employment:

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.

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 let go under reduction in force shall be offered first vacancy in the district for which he/she is qualified for a period of two years.

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

Recorded 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

ARTICLE TEN - FRINGE BENEFITS

10-1 RETIREMENT BENEFITS

10-1-1 P.E.R.A. - Each eligible certified staff member shall become a member of the Public Employee's Retirement Association as a condition of acceptance of employment with the District. The District contributes, as an administrative cost, a percent of salaries paid to employees. The percentage contributed is prescribed by law.

10-2 LIFE INSURANCE

10-2-1 The School District purchases a group life insurance policy in the amount of \$25,000.00 for each full-time employee. Coverage is provided through a company selected by the District.

10-3 LONG TERM DISABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

10-3-1 The District purchases long term disability, coverage after ninety (90) days of initial employment for each full time employee under a contract with a company selected by the District.

10-4 WORKERS' COMPENSATION

10-4-1 Under provisions of statutes, the District carries workers' compensation insurance for employees injured on the job, or becoming ill as a result of the work the employee has done in discharging his/her duties. The employee is entitled to the benefits provided by the workers' compensation program.

10-4-2 It is the responsibility of the employee to report all injuries immediately to the appropriate Supervisor for which he/she works. Further, it is the responsibility of the employee to see that proper reports are completed and filed with the appropriate Supervisor.

10-5 HEALTH INSURANCE

10-5-1 Effective July 1 the District will contribute up to \$442.92 per month for the monthly premiums for health, dental, vision and life insurance and other plan options for each full-time classified employee.

10-5-2 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..

10-6 PAYROLL DEDUCTION SERVICES

10-6-1 Payroll deduction services are provided for certified employees of the District for voluntary contributions, annuities, group health insurance plan, credit union purposes and association dues. To be eligible for payroll deduction services an employee must file authorization for payroll deduction with the District's Accounting Office.

ARTICLE ELEVEN - TRANSFER POLICY

11-1 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.

11-2 TEACHER INITIATED TRANSFERS/NOTICE OF VACANCY

11-2-1 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.

11-2-2 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.

11-3 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.

11-4 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.

11-5 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.

ARTICLE TWELVE - TEACHER PROFICIENCY

12-1 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.

12-2 NOT MEETING DISTRICT STANDARDS

Any non-probationary staff member who receives an unsatisfactory evaluation 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 receive an unsatisfactory evaluation will not be allowed vertical advancement on the salary schedule.

12-3 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.*

12-4 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 Article 17_____

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

ARTICLE THIRTEEN - PLANNING TIME

13-1 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 54 minutes planning time per day (not supervising students). 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.

ARTICLE FOURTEEN - STRIKES AND WORK STOPPAGES

14-1 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.

ARTICLE FIFTEEN - EMPLOYEE RIGHTS

15-1 DUE PROCESS

15-1-1 No teacher shall be disciplined or discharged without just cause.

15-1-2 An employee shall be entitled to have a representative of the Association present during any meeting which there is written disciplinary action, improvement or remediation plan developed, suspension of pay implemented or recommendation for dismissal. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

15-2 The District agrees to follow the policy of progressive discipline and any disciplinary action against an employee shall be appropriate to the behavior which precipitates said action with the exception of egregious conduct. Whenever the action or behavior of an employee is of an egregious nature, discipline can start at any level. The term egregious shall mean refusal to follow a directive, conduct that puts the safety of students and/or staff at risk, and/or the theft or embezzlement of District resources. Notification of disciplinary action should occur within five days of the conclusion of an investigation.

15-2-1 The procedure for progressive discipline shall be:

1st Offense/level - Verbal Warning from Supervisor.

2nd Offense/level - Written reprimand from Supervisor stating specific deficiencies or misconduct and including timelines for improvement, where appropriate.

3rd Offense/level - Administration shall have the option to place an employee on an Improvement Plan or Remediation Plan

4th Offense/level - Three day suspension with or without pay

5th Offense/level - May range from 5 or more days suspension without pay to recommendation for dismissal with cause.

15-3 Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee in form of written notice. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee in written notice.

15-4 The District shall support and assist employees with respect to the maintenance and control of discipline of students in the employee's assigned work area.

15-5 Certified Employees shall have the right to submit a written rebuttal to any written discipline or complaint that may be placed in the personnel file and such written rebuttal shall be attached to the item in the file.

- 15-6 The Board shall attempt to maintain equipment, facilities, and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.
- 15-7 Written notations which have not previously been provided to the employee reflecting upon an aspect of a certified employee conduct, shall be of no force and effect if not provided to the employee or reduced to formal written discipline by the end of the school year.
- 15-8 Only certified employees who have received training and proper certification with approval of the District Nurse shall be requested or required to dispense or administer medication unless in accordance with applicable law. Employees shall not be requested or required to insert catheters to any student unless they were hired and qualified to perform the duty.
- 15-9 Employees or former employees shall, upon request, have the right to inspect and obtain a copy of all contents of their complete personnel file kept within the District. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present in this review and the District may also have a representative in the review. Material not in district personnel file can not be used against the employee. The contents of such files shall be confidential to the extent permitted by law.
- 15-9-1 Any written reprimands or disciplinary reports in an employees personnel file shall be expunged within three (3) years of the infraction if no other reprimands have occurred unless the reprimand relates to behavior of an egregious nature as defined in 12-2.
- 15-9-2 Any derogatory material not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any grievance action. Any derogatory material not shown to an employee within five (5) days after receipt, composition, and / or completion of an investigation, shall not be allowed as evidence in any disciplinary action.
- 15-9-3 No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her rebuttal.

ARTICLE SIXTEEN - EVALUATION

16-1 Employee Evaluation

- 16-1-1 All employees will meet with their supervisor at the beginning of the school year to discuss their job description and performance expectations for the up coming year inclusive of the job description, evaluation tool and specific performance objective. The same process would apply to new employees within two (2) weeks of start date.
- 16-1-2 A preliminary evaluation conference will be held between the supervisor and employee by March 15 of each year to discuss both the supervisor's and the employee's perspective of performance and development opportunities.
- 16-1-3 A final evaluation conference will be held and the evaluation will be signed by both parties which is due no later than April 1. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 16-1-4 Such reports shall be written in narrative form and shall include, when pertinent:
- (1) Strengths of the employee
 - (2) Weaknesses of the employee
 - (3) Specific suggestions as to measures which the employee might take to improve his/her performance and increase skills and/or qualifications for career advancement.
- 16-2 Every employee will be evaluated in writing annually on or before April 1. In the event an employee's work performance is unsatisfactory, he/she will be notified in writing immediately.
- 16-3 In the event a non-probationary employee is given an overall unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given forty-five (45) days to implement the remedial plan for improvement.
- 16-4 The District will provide a specific plan of assistance to help implement the remedial plan.
- 16-4-1 The employee will be reevaluated in writing within forty-five (45) days.
- 16-5 All monitoring or observations should be conducted openly and with full knowledge of the employee befitting the professionalism of both parties. Surveillance devices are present in school hallways, grounds and school buses. These devices shall be used for the safety of students and staff and not for evaluation. They may however be used for disciplinary action when inappropriate behavior is observed.
- 16-6 New staff shall be evaluated within 60 calendar days after commencement of employment.

16-7 The employee will have the opportunity to write a rebuttal to his/her evaluation.

16-8 An employee shall be given a written copy of any of their evaluations.

ARTICLE SEVENTEEN - SALARY

17-1 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.

17-2 EXPERIENCE INCREMENTS

Experience increments shall be awarded upon evidence September 1 of the continued professional growth of the teacher and evidence of advanced, proficient, or partially proficient overall 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 Appendix A. After reaching maximum, longevity increases will be granted as shown on Appendix 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.

17-3 EXTRA CURRICULAR SALARY SCHEDULE

Effective July 1, 2006, the revised Extra Duty Schedule, Appendix B-1, will determine payments to employees.

17-4 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.

17-5 TEACHER WORK YEAR

District and the Associations have agreed that teachers will work the annual calendar as attached (Appendix D). In the formation of new calendars the Board will consider input from the Associations including a formal survey of all teachers.

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

17-6 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 2010-2011, *Appendix A* to these Negotiated Policies

EXTRA DUTY SALARY SCHEDULE for 2010-2011, *Appendix B* to these Negotiated Policies

ARTICLE EIGHTEEN - TERM OF AGREEMENT

18-1 TERM OF AGREEMENT

18-1-1 The provisions of this Agreement shall become effective the first day of July, 2010 and shall continue and remain in full force and effect through June 30, 2013.

18-2 INTERIM AGREEMENT

18-2-1 Upon request by the Associations to the Board or by the Board to the Associations after February 1 of that interim year, but before March 1 of that interim year the Board and the Associations agree to open interim negotiations. Every effort will be made to complete negotiations by end of school year.

18-2-2 Interim negotiations shall be limited to Salaries (Article 17) and Appendices A and B; Fringe Benefits (Article 10) and one other article to be chosen by each party for the period beginning July 1, 2011 and for the period beginning July 1, 2012. Additional articles may be reopened by mutual agreement.

18-3 SUCCESSOR AGREEMENT

18-3-1 Upon request by the Associations to the Board or by the Board to the Association after February 14, 2013, but before March 1, 2013 the Board and the Associations agree to open negotiations over a successor agreement.

ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF JULY, 2010 AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTIETH DAY OF JUNE, 2013.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND
SEALS THIS _____ DAY OF JULY, 2010

Trinidad School District No. 1
in the County of Las Animas
and State of Colorado

By: President of Board of Education / Date

By: Vice-President of Board of Education / Date

TRINIDAD EDUCATION ASSOCIATION

TRINIDAD FEDERATION OF TEACHERS

By: President TEA / Date

By: President TFT / Date

APPENDIX A – TEACHER’S SALARY SCHEDULE

**Trinidad School District No. 1
Teacher Salary Schedule**

for the fiscal year 2010-2011 effective 9-01-2010

BA Vertical Steps are at \$700

MA Vertical Steps are at \$850

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	\$32,910	\$33,340	\$33,760	\$35,790	\$38,130	\$38,660	\$39,080	\$39,940	\$40,470
2	\$33,610	\$34,040	\$34,460	\$36,490	\$38,980	\$39,510	\$39,930	\$40,790	\$41,320
3	\$34,310	\$34,740	\$35,160	\$37,190	\$39,830	\$40,360	\$40,780	\$41,640	\$42,170
4	\$35,010	\$35,440	\$35,860	\$37,890	\$40,680	\$41,210	\$41,630	\$42,490	\$43,020
5	\$35,710	\$36,140	\$36,560	\$38,590	\$41,530	\$42,060	\$42,480	\$43,340	\$43,870
6	\$36,410	\$36,840	\$37,260	\$39,290	\$42,380	\$42,910	\$43,330	\$44,190	\$44,720
7	\$37,110	\$37,540	\$37,960	\$39,990	\$43,230	\$43,760	\$44,180	\$45,040	\$45,570
8	\$37,810	\$38,240	\$38,660	\$40,690	\$44,080	\$44,610	\$45,030	\$45,890	\$46,420
9	\$38,510	\$38,940	\$39,360	\$41,390	\$44,930	\$45,460	\$45,880	\$46,740	\$47,270
10	\$39,210	\$39,640	\$40,060	\$42,090	\$45,780	\$46,310	\$46,730	\$47,590	\$48,120
11	\$39,910	\$40,340	\$40,760	\$42,790	\$46,630	\$47,160	\$47,580	\$48,440	\$48,970
12	\$40,610	\$41,040	\$41,460	\$43,490	\$47,480	\$48,010	\$48,430	\$49,290	\$49,820
13	\$41,310	\$41,740	\$42,160	\$44,190	\$48,330	\$48,860	\$49,280	\$50,140	\$50,670
14	\$42,010	\$42,440	\$42,860	\$44,890	\$49,180	\$49,710	\$50,130	\$50,990	\$51,520
15	\$42,710	\$43,140	\$43,560	\$45,590	\$50,030	\$50,560	\$50,980	\$51,840	\$52,370
16				\$46,290	\$50,880	\$51,410	\$51,830	\$52,690	\$53,220
17				\$46,990	\$51,730	\$52,260	\$52,680	\$53,540	\$54,070
18				\$47,690	\$52,580	\$53,110	\$53,530	\$54,390	\$54,920
19				\$48,390	\$53,430	\$53,960	\$54,380	\$55,240	\$55,770
20				\$49,090	\$54,280	\$54,810	\$55,230	\$56,090	\$56,620
21					\$55,130	\$55,660	\$56,080	\$56,940	\$57,470
22					\$55,980	\$56,510	\$56,930	\$57,790	\$58,320
23					\$56,830	\$57,360	\$57,780	\$58,640	\$59,170
24					\$57,680	\$58,210	\$58,630	\$59,490	\$60,020
25					\$58,530	\$59,060	\$59,480	\$60,340	\$60,870
26							\$60,330	\$61,190	\$61,720
27							\$61,180	\$62,040	\$62,570
28							\$62,030	\$62,890	\$63,420
29							\$62,880	\$63,740	\$64,270
30							\$63,730	\$64,590	\$65,120

APPENDIX B EXTRA PAY SCHEDULES

Trinidad School District No. 1

Co-C URRICULAR EXTRA PAY for the - 2010-2011 School Year

EXTRA PAY - HIGH SCHOOL - Page 1

CO-CURRICULAR

Step	1	2	3	4	5	6	7	8	9	10
<i>ATHLETIC-ACTIVITY DIRECTOR *</i>	6200	6400	6600	6800	7000	7200	7400	7600	7800	8000
<i>HEAD COACH FOOTBALL</i>	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
<i>COORDINATOR FOOTBALL</i>	2000	2100	2200	2300	2400	2500	2600	2700	2800	2900
<i>ASSISTANT COACH FOOTBALL</i>	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
<i>FRESHMAN COACH FOOTBALL</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>FRESHMAN ASST. FOOTBALL</i>	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
<i>HEAD COACH VOLLEYBALL</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>ASST. COACH VOLLEYBALL</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>FRESHMAN COACH VOLLEYBALL</i>	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
<i>COACH BOYS GOLF</i>	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
<i>HEAD COACH BOYS BASKETBALL</i>	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
<i>ASST. COACH BOYS BASKETBALL</i>	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
<i>FRESHMAN BOYS BASKETBALL</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>HEAD COACH GIRLS BASKETBALL</i>	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
<i>ASST. COACH GIRLS BASKETBALL</i>	1750	1825	1900	1975	2050	2125	2200	2275	2350	2425
<i>FRESHMAN GIRLS BASKETBALL</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>HEAD COACH WRESTLING</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>ASST. COACH WRESTLING</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>HEAD COACH SOCCER</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>ASST. COACH SOCCER</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>HEAD COACH TRACK</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>ASST. COACH TRACK</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>HEAD COACH BASEBALL</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>ASST. COACH BASEBALL</i>	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
<i>COACH GIRLS GOLF</i>	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
<i>COACH CHEERLEADING</i>	2150	2250	2350	2450	2550	2650	2750	2850	2950	3050
<i>COACH WEIGHT PROGRAM</i>	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100

* AD COMBINES VARIOUS EXTRA PAYS TO THIS SCHEDULE

Trinidad School District No. 1
Co-C URRICULAR EXTRA PAY for the - 2010-2011 School Year
 EXTRA PAY. HIGH SCHOOL - Page 2

Co-CURRICULAR EXTRA PAY (cont)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
DIRECTOR BAND	2700	2825	2950	3075	3200	3325	3450	3575	3700	3825
ASST. DIRECTOR BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR JAZZ BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR CONCERT BAND	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
DIRECTOR VOCAL	1200	1250	1300	1350	1400	1450	1500	1550	1600	1650
COACH KNOWLEDGE BOWL	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
COACH FORENSICS	1525	1600	1675	1750	1825	1900	1975	2050	2125	2200
DIRECTOR PROMOTIONS	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
DIRECTOR STUDENT COUNCIL	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR YEARBOOK	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR DRAMA (2 PLAYS -YR)	1200	1275	1350	1425	1500	1575	1650	1725	1800	1875
DIRECTOR HONOR SOCIETY	550	575	600	625	650	675	700	725	750	775
DIRECTOR NEWSPAPER	550	575	600	625	650	675	700	725	750	775
SPONSOR KEY CLUB	350	375	400	425	450	475	500	525	550	575
CLASS CHAIR	350	375	400	425	450	475	500	525	550	575

GENERAL FUND EXTRA PAY

COUNSELOR	2100	0.22	2300	2400	2500	2600	2700	2800	2900	3000
COUNSELOR Half	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500
HEAD TEACHER- LEADERSHIP TEAM	700	725	750	775	800	825	850	875	900	925
CO.CHAJR HOMECOMING	275	275	275	275	275	275	275	275	275	275
CO.CHAIRPROM	275	275	275	275	275	275	275	275	275	275
SPONSOR FLAG GIRL	700	700	700	700	700	700	700	700	700	700

VOCATIONAL EXTRA PAY

DIRECTOR VOCATIONAL	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
SPONSOR ACTIVE CLUB	350	375	400	425	450	475	500	525	550	575

Trinidad School District No. 1
Co-C URRICULAR EXTRA PAY for the - 2010-2011 School Year
 EXTRA PAY. - Middle School

<u>Co-CURRICULAR Fund EXTRA PAY</u>	Step	1	2	3	4	5	6	7	8	9	10
HEAD COACH FOOTBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST. COACH FOOTBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
HEAD COACH VOLLEYBALL		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH VOLLEYBALL		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
HEAD COACH BOYS BASKETBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST.COACH BOYS BASKETBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
CO-COACH BOYS JV BASKETBALL		550	575	600	625	650	675	700	725	750	775
HEAD COACH GIRLS BASKETBALL		1250	1325	1400	1475	1550	1625	1700	1775	1850	1925
ASST. COACH GIRLS BASKETBALL		1100	1150	1200	1250	1300	1350	1400	1450	1500	1550
HEAD COACH WRESTIING		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH WRESTIING		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
HEAD COACH TRACK		1225	1275	1325	1375	1425	1475	1525	1575	1625	1675
ASST. COACH TRACK		1025	1050	1075	1100	1125	1150	1175	1200	1225	1250
co.coACH CHEERLEADING		612	637	663	688	712	738	763	788	813	838
DIRECTOR BAND		1275	1350	1425	1500	1575	1650	1725	1800	1875	1950
DIRECTOR (BAND) VOCAL		450	475	500	525	550	575	600	625	650	675
DIRECTOR KNOWLEDGE BOWL		450	475	500	525	550	575	600	625	650	675
Co-DIRECTOR STUDENT COUNCIL		225	238	250	262	275	288	300	312	325	338
DIRECTOR ANNUAL		450	475	500	525	550	575	600	625	650	675
DIRECTOR NEWSPAPER		425	450	475	500	525	550	575	600	625	650
SPONSOR ART CLUB		175	200	225	250	275	300	325	350	375	400
SPONSOR DRAMA CLUB		175	200	225	250	275	300	325	350	375	400
DESKTOP SPECIALIST		1500	1500	1500	1500	1500	1500	1500	1500	1500	1500

GENERAL FUND

COUNSELOR.		2100	2200	2300	2400	2500	2600	2700	2800	2900	3000
HEAD TEACHER (indudes team of choice) .		700	725	750	775	800	825	850	875	900	925

Trinidad School District No. 1
Co-C URRICULAR EXTRA PAY for the - 2010-2011 School Year
 Extra Duty - Elementary School

<i>Fishers Peak General Fund</i>		1	2	3	4	5	6	7	8	9	10
COUNSELOR *		2100	2200	2300	2400	2500	2600	2700	2800	2900	3000
DESK TOP SPECIALIST		1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
CHILD STUDY (REPLACES HEAD T)		500	500	500	500	500	500	500	500	500	500
YEARBOOK (REPLACES HEAD T)		500	500	500	500	500	500	500	500	500	500
MENTOR		300	300	300	300	300	300	300	300	300	300

<i>Eckhart General Fund</i>		1	2	3	4	5	6	7	8	9	10
COUNSELOR * (HALF)		1050	1100	1150	1200	1250	1300	1350	1400	1450	1500
HEAD TEACHER		700	725	750	775	800	825	850	875	900	925
SCIENCE FAIR		360	360	360	360	360	360	360	360	360	360

* COUNSELOR CONVERTS PREVIOUS PER DIEM TO THIS SCHEDULE

APPENDIX C GRIEVANCE FORM

**TRINIDAD SCHOOL DISTRICT NO 1
Certified Grievance Form
Number 0 -
LEVEL I**

LOCAL ASSOCIATION: _____

DATE FILED _____

AGGRIEVED PARTY _____

ASSIGNMENT _____ WORK SITE _____

ARTICLE AND SECTION

BRIEFLY EXPLAIN ALLEGED VIOLATION, MISINTERPRETATION, OR INEQUITABLE APPLICATION:

AWARD REQUESTED:

Signature of Grievant

Date

A copy of the decision is attached hereto.

I hereby appeal to Level II

Signed _____

Date _____

I hereby appeal to Level III

Signed _____

Date _____

Appendix D

**Memorandum of Understanding
Amendment to Article Seventeen – Salaries**

Due to the rapid decline in Trinidad’s student enrollment over the past 18 months, combined with the current reductions in the state of the Colorado’s budget for K-12 education, and with many uncertainties facing the District and the State in months to come, no incremental steps will be granted on July 1, 2010 for the current contract term of July 1, 2010 through June 30, 2011. See Appendix E for Re-Opener of Negotiations.

Mike Duran, TFT President / Date

Mary Bruce, TEA President / Date

Mike Tranter, Superintendent / Date

Appendix E

**Memorandum of Understanding
Re-Opener for Negotiations**

The Trinidad Education Association, the Trinidad Federation of Teachers and the Trinidad School District agree to come back to the bargaining table in January to evaluate the current financial conditions of the District as well as review the status of the educational finances in the state of Colorado.

At that time both parties will discuss and negotiate whether any financial action is appropriate within the current negotiated agreement.

If the Trinidad Board of Education determines at any time during the year that finances are available for the \$150.00 agreed upon step increase from the 2009 – 2010 agreement for the master degree teachers, the parties agree to re-open salary negotiations.

Mike Duran, TFT President / Date

Mary Bruce, TEA President / Date

Mike Tranter, Superintendent / Date