

COMPENSATION AND BENEFITS

PROGRAM

For

Certified Employees

Douglas County School District RE-1

For the Period

July 1, 2015 through June 30, 2016

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COMPENSATION AND BENEFITS PROGRAM
For
CERTIFIED EMPLOYEES

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

I. DEFINITION

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

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

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

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

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

- D. **SCHOOL YEAR.** The term "school year" shall mean the period beginning on the 1st day of July and ending on the 30th day of June.

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

II. INFORMATIONAL MATERIAL

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

III. PERSONNEL RECORDS

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

- A. MATERIAL IN FILES. Only material directly related to professional development and performance shall be placed in the file. No anonymous communications shall be included in the file.
- B. OFFICIAL FILES. Only one (1) official personnel file shall be kept for each teacher and it shall be kept at a central place. No derogatory material shall be placed in the file unless the teacher acknowledges that he/she has read the material by affixing his/her signature on the file copy of the material, it being understood that such signature merely signifies that the teacher has read the material to be filed, and is not an indication that the teacher agrees with its content. If a teacher refuses to sign, or fails to sign within ten (10) days after notice to him/her, the material may be filed with a notation thereon that the teacher was given an opportunity to sign and refused or failed to sign. The teacher shall have the right to file a written reply to any material in the file. Material furnished by the teacher and copies of correspondence addressed to the teacher shall not require the teacher's signature.
- C. ACCESS TO OFFICIAL FILES. Upon request, a teacher shall be given access to his/her own personnel file without delay. The teacher shall have the right to be provided with copies of any material in his/her official personnel file, except letters of reference, at his/her expense. The District may charge a reasonable fee for copies of file contents.
- D. REMOVAL OF MATERIAL. All material in a teacher's official personnel file which is false or unrelated to his/her professional development and performance shall be removed.

IV. TEACHER HOURS and TEACHING DAY

A. WORK YEAR.

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

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

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

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

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

F. INSTRUCTIONAL DUTIES.

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

G. CLASS SIZES.

1. Elementary Schools

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

2. Secondary Schools

- a. Whenever a secondary teacher's load exceeds 180 students for any period of thirty (30) days and his/her load cannot be reduced by student schedule changes, then he/she will be provided with the following assistance, unless his/her load is reduced to 180 students or less at the end of the thirty (30) day period.
 - b. In secondary schools, at least one (1) hour of instructional aide time (or support teacher) per day when student load exceeds 180 students.
3. It is recognized that these limitations do not apply to subject areas such as music, band, orchestra, and physical education; however, these standards are not intended as maximums, and more aide time may be assigned where approved by the principal.

H. PLANNING TIME.

1. Elementary teachers shall have at least two hundred minutes of duty-free planning time during each regular workweek. School principals are expected to make appropriate re-assignments within the school to allow for planning time. When a workweek consists of less than 5 work days, planning time may be adjusted respectively.
2. Secondary school teachers shall have a time equivalent to one (1) instructional period set aside for planning and conference. However, when special schedules are in effect, planning and conference time should average the equivalent of one (1) instructional period per day.
3. Nothing in this section shall preclude any teacher and the administration from agreeing on additional planning time.

- I. **CLASS COVERAGE.** In the event the District, after a good faith effort, is unable to hire a substitute for a classroom teacher and is unable to find teachers within the building to volunteer to cover classes during their preparation periods, the following procedure will be followed:
 - 1. The building administration will first check any substitutes currently in the building to see if their planning time allows them to cover a class.
 - 2. The building administration will assign a staff member on a non-voluntary basis to cover the class. The selection will follow guidelines established at each school and will be made without prejudice. All certified staff, including principals and counselors, will be equal participants in their school's emergency class coverage plan.
 - 3. All schools shall have an emergency class coverage plan available and on file with the school administrator.
- J. **LEAVING WORK DURING THE SCHOOL DAY.** Teachers are expected to remain at the building(s) to which they are assigned during the normal work day unless they have made prior arrangements with the principal.
- K. **EMERGENCY SCHOOL CLOSINGS.** When school is dismissed early due to emergency conditions such as water or power failure, severe storms and the like, teachers will be permitted to leave the building to which they are assigned after students have left the building and the teacher's presence is no longer necessary for the welfare of the students.

V. OTHER TEACHER WORKING CONDITIONS

A. FACILITIES IN SCHOOLS

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

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

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

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

F. ASSIGNMENTS. Teachers interested in changing their grade level, team or course assignments for the coming year must notify their principal in writing by March 1st of each school year. In making assignments, the principal shall give consideration to but not be bound by such requests.

1. Assignments shall be given to teachers no later than May 20th of each school year.
2. A teacher who questions his/her assignment may meet with the principal or assistant principal for the purpose of discussing the matter. This meeting shall take place before June 1st of that school year.
3. If a situation develops which would make it necessary to change a final assignment prior to the opening of school, the changes and reasons for the changes shall be given or mailed to the teacher within forty-eight (48) hours of the actual time of the change.

G. JOB SHARE. Whenever two teachers desire to engage in a job share, they may propose such arrangement to the building administrator, provided the total cost to the District of the salary and benefits for both employees shall not exceed the cost of the senior employee, were they working full-time. Employees interested in a job share must develop an annual plan that is educationally appropriate, and secure the agreement of the building principal which shall not be unreasonably denied. The plan should include a description of how the time will be handled. If for any reason the principal feels that the plan would harm the educational opportunities of the children, or works a hardship on administration or other staff members, he/she need not approve the job share plan and it will not be implemented. The job share plan may be submitted for review and approval to the principal at any time during the year when change to such a plan may be appropriate.

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

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

H. ASSISTANCE FOR TEACHERS WITH LARGE CLASSES

1. Elementary Schools. Whenever elementary classes exceed the limits specified below for any period of thirty (30) calendar days, the teacher so affected shall have fifteen (15) calendar days to file a letter with the building principal claiming that a hardship exists. If the principal determines that a hardship exists, the building's aide hours will be re-assigned by the principal to provide the following assistance, unless the size of such classes are reduced to the limits specified below or fewer at the end of the 30-day period:
 - a. In grades K-2, at least one (1) hour of instructional aide time per day when classes are twenty-eight to thirty (28 to 30) pupils, and one (1) full-time instructional aide, or a part-time teacher when classes exceed thirty (30) pupils.
 - b. In grades 3-6, at least one (1) hour of instructional aide time per day when

classes are twenty-eight to thirty-two (28 to 32) pupils, and one (1) full-time instructional aide or a part-time teacher when classes exceed thirty-two (32) pupils.

- c. Exclusive of designated combination schools, when split classes occur, the teacher shall be provided with one (1) hour of instructional aide time per day when such classes are larger than twenty-two (22) pupils.
2. Secondary Schools. Whenever a secondary teacher's load exceeds one hundred and fifty (150) pupils for any period of thirty (30) days and his/her load cannot be reduced by student schedule changes, then he/she will be provided with the following assistance, unless his/her load is reduced to one hundred and fifty (150) or less at the end of the thirty (30) day period:
 - a. For 151-160 pupils, one (1) hour per day of instructional aide assistance.
 - b. For 161-171 pupils, two (2) hours per day of instructional aide assistance.
 3. It is recognized that these limitations do not apply to subject areas such as music, band, orchestra, and physical education; however, these standards are not intended as maximums, and more aide time may be assigned where approved by the principal.
- I. EDUCATIONAL MATERIALS. When it becomes necessary for a teacher to purchase educational materials that are not provided by the school and said teacher has prior approval from his/her principal, the school shall fully reimburse the teacher immediately when presented with a receipt.
 - J. STUDENT TEACHERS. Student teachers shall be approved by the principal and assigned on a voluntary basis to regular teachers, or teachers with a minimum of five (5) years of teaching experience.
 - K. STUDENT DISABILITIES. Teachers shall be provided the reported and legally disclosable health and physical disabilities information on students in their classes. Teachers shall also be provided training and aid, as specified in the student's Individualized Education Program (IEP) to deal with the severely handicapped.
 - L. PROFESSIONAL DAYS. The Board shall encourage employees to attend professional meetings, workshops, classes, conferences and conventions. Teachers assigned to a particular school will be treated equitably with regard to reimbursement for expenses incurred in attending approved professional activities
 - M. DAYS WITHOUT STUDENTS. Teachers in traditional calendar schools will have the following days without students within the designated school year to be used for working on report cards/progress reports and preparation for the next grading period:
 1. One half-day (1/2) at the end of the first 9-week (or 12-week) grading period;
 2. One full-day (1) at the end of the first semester;
 3. One full-day (1) at the end of the third 9-week or (second 12-week) grading period;
and
 4. One half-day (1/2) at the end of the school year.

5. The Board may use one half-day (1/2) of this time for building level in-service training for teachers; the agenda to be determined by building leadership, inclusive of teacher input.
 6. All teachers on the traditional schedule shall have one full-day (1) without students at the beginning of the school year for planning and preparation.
 7. Teachers will receive two days (2) compensatory time per year for time spent in parent-teacher conferences.
 8. Schools that modify calendars will receive the equivalent amount of time within the designated school year, to be used for working on report cards/progress reports and preparation for the next grading period.
- N. INSTRUCTIONAL SUPPORT. All certified and non-certified services shall be provided to schools on modified calendars.
- O. DEPARTMENT CHAIRPERSONS. When Human Resources agrees on the need to designate a Department Chairperson position, such a position may be established.
1. In each middle school and senior high school, the teachers in a department shall provide input into the selection of the Department Chairperson. A job description regarding the Department Chairperson's tasks and overall responsibilities shall be developed by and reside in the Human Resources Department. A copy will be sent to each secondary building. Department Chairpersons shall not be considered administrative employees, nor shall they rate or evaluate teachers.
 2. Department Chairpersons shall be paid a negotiated rate for their position.
 3. In schools where teacher and administrative teams agree to organize in other than departmental configuration, or in combinations of departmental or other configurations, they may seek the support of the appropriate Assistant Superintendent or designee who will recommend the alternative plan to Human Resources. Alternative plans may include, but are not limited to: team leaders, head teachers, grade level leaders, or any such persons who have coordinating and planning functions in lieu of Department Chairpersons. These individuals will be paid the negotiated rate established for Department Chairpersons. The total amount paid for these positions in secondary schools may not exceed the amount that would have been expended for the approved number of Department Chairs for that building.
 4. Department Chairpersons may qualify for additional compensation through performing agreed upon responsibilities in excess of the Department Chairperson's job description. Any site requesting such additional compensation must apply to the Human Resources Department for approval. The funding for this program will be determined by the District.
- P. LIBRARY MEDIA SPECIALISTS. Every junior (middle schools) and senior high school shall be staffed with a full-time Library Media Specialist. Elementary school libraries should be supervised and available to students during the school day.

VI. TEACHER EVALUATION

- A. PROCEDURES. Evaluation of a teacher's performance shall be conducted in accordance with procedures approved by the Board. During the first four (4) weeks of the school year, the principal of each school or other administrative evaluator will advise all teachers to be evaluated as to the evaluation procedures to be used, the number of observations and evaluations to be made during the school year, the timing of those observations and evaluations, and the specific persons who will or might act as evaluators. All teachers will be subject to DCSD evaluation procedures.
- B. OBSERVATIONS. Monitoring or formal observations of teacher performance incident to the evaluation process shall be conducted with full knowledge of the teacher.
- C. REPORT. Teachers will be given a copy of every evaluation report and shall be entitled to request a conference with the evaluator prior to submission of the report to the teacher's Central Office File.
- D. EVALUATION APPEALS: The District's evaluation appeals process for non-probationary teachers is found in Appendix 2.
- E. NO CHANGES IN PROCEDURES DURING SCHOOL YEAR. Evaluation procedures approved by the Board shall not be changed during any school year. Changes for subsequent years shall be made before August 15th of such years.
- F. CHANGES IN PROCEDURES. The District may consult with a representative group of teachers to review and recommend revisions in evaluation procedures.
- G. COMPLAINTS AGAINST TEACHERS. A teacher's official evaluator shall work with the teacher to address the concerns of a specific individual about a teacher's performance. The goal is to maintain professional relationships and support teacher performance, while remaining responsive to the community. Complaints by an individual other than the evaluator shall not be used in the evaluation process unless the following conditions have been met:
 - 1. When possible, the complaint should be in writing. If this is impossible, the evaluator shall reduce the complaint to writing and paraphrase the issues as specifically as possible. A complaint is not data or information solicited by a school administrator for the purpose of investigation or evaluation.
 - 2. The evaluator will review the written complaint with the teacher within five (5) school days and provide the teacher with a copy of the written specifics.
 - 3. The complaints must correlate with the professional indicators for teachers within the Douglas County School District CITE 2.0 Teacher Evaluation Guide.
 - 4. The evaluator shall investigate the complaint and determine that the complaint is inconclusive, valid, or invalid. The evaluator shall provide the teacher with a written record of their determination in a timely manner.
 - 5. Records of complaints found invalid or inconclusive will be purged from the teacher's file. Records that the District reasonably believes need to be kept to protect the District from possible litigation (i.e., sexual harassment, child abuse, reckless endangerment) will be forwarded to a central file in the Human Resources

Department. Such records will not be used in the teacher's evaluation or included in his/her permanent files.

VII. VACANCIES AND NEW POSITIONS

- A. POSTING. Vacant positions and new positions, if not being filled by a teacher returning from leave or by an involuntary transfer, shall be posted as follows:
1. All vacancies occurring prior to the school year which are to be filled by a contracted teacher shall be posted for at least ten (10) consecutive working days. All vacancies occurring during the school year shall be posted for a period of at least five (5) consecutive working days. The posting shall specify the requirements and qualifications for the position. Positions filled with a substitute or 1-year contract teachers shall be posted again for the next school year if the position becomes a continuing contract.
 2. All postings as described above shall be made by posting on the School District's Human Resources Department website.
- B. VOLUNTARY TRANSFERS. The District supports and encourages the efforts of our valued employees to secure new positions through the voluntary transfer process. We believe that such opportunities for professional growth benefit both the teacher and the District.
1. A teacher must be compliant with "No Child Left Behind" requirements to apply for transfer. To be considered for transfer, a Transfer Request Form must be completed and sent concurrently to the school principal and Human Resources Department prior to the posted closing date for the position.
 2. The teacher requesting transfer must provide Human Resources and the hiring administrator the following:
 - a. A copy of the Transfer Request Form;
 - b. A cover letter;
 - c. A current resume.
 3. After May 15th of each school year, voluntary transfers between schools will require the consent of both building principals. Staffing Guidelines 2015-16 Voluntary Transfers for Teachers:

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

- a. The position increases or decreases entitled FTE;
 - b. The position is outside of the conventional classroom or a new job classification (TOSA, PLS/BRT, Dean, Administrative Intern, Counselor, etc.).
4. District teacher applicants who meet the minimum qualifications set forth in the posting will be screened.

5. Any teacher who has applied for a voluntary transfer in accordance with this Article and who has not been selected, will be promptly notified. If the teacher submits a written request, reasons for not being selected will be provided.
 6. No more than one-third (1/3) of the teaching staff may receive voluntary transfers out of an existing building in one (1) school year.
- C. INVOLUNTARY ADMINISTRATIVE PLACEMENT. A teacher may be transferred from one school or position within the School District to another by the Superintendent for up to one year in order to meet the educational needs of the School District. Written notice of involuntary transfer explaining specific reasons for the change shall be provided to the teacher at least thirty (30) days prior to the effective day of the transfer.
- D. TEACHER DISPLACEMENT, REASSIGNMENT OR INVOLUNTARY TRANSFERS DUE TO CHANGES IN PROGRAM, STUDENT ENROLLMENT OR FISCAL REDUCTIONS.
1. Displacement. A non-probationary teacher may be transferred from one school or position within the School District to another when programs are moved or modified, when student enrollment changes, or when fiscal reductions necessitate staff downsizing.
 2. When making the decision to displace teachers, the site administrator or his/her designee will determine which teacher(s) shall be displaced based on the teacher receiving a satisfactory performance/effective rating on their most recent evaluation, program needs at the site, and the best interests of the students.
 3. After the decision is made, the site administrator must provide the teacher written notice explaining specific reasons for the involuntary transfer.
 4. After notice of displacement/involuntary transfer has been provided to a teacher, the teacher will be provided with an online list of all open positions for which she/he may be qualified to teach. All displaced teachers will be eligible to apply for a voluntary transfer to positions for which they are highly qualified to teach. Displaced teachers who are selected for such positions through the voluntary transfer process will have met the requirements under CRS 22-63-202 and will maintain their status.
 5. Mutual Consent. In the event the teacher does not find a position through the voluntary transfer process, the teacher will become part of a priority hiring pool. Such teachers will be provided with a list of available positions for which they are highly qualified to teach. Such teachers will be interviewed by the principal and two building teachers designated by the staff. The hiring manager must agree to accept the displaced teacher in the position, and the displaced teacher must agree to accept the position. The teacher must accept the offered assignment within five (5) working days. Displaced teachers who are selected for such positions through the voluntary transfer process will have met the requirements under CRS 22-63-202 and will maintain their status. If the teacher declines the assignment, the obligation of the District to reassign the teacher will end. Refusal to accept an assignment will be considered notification of resignation from the District, effective at the end of the current school year.

6. Direct Reassignment. In the event the teacher is not accepted through the mutual consent process, the Superintendent or designated Human Resources Officer, may directly reassign the teacher to an available position for which the teacher is highly qualified for a period of no more than twelve (12) months. The teacher must accept the offered assignment within five (5) working days. If the teacher declines the assignment, the obligation of the District to reassign the teacher will end. Refusal to accept a direct reassignment will be considered notification of resignation from the District, effective at the end of the current school year.
 7. Unpaid Leave of Absence. Non-probationary teachers who have not found a new assignment through the voluntary transfer process or mutual consent process after a period of twelve (12) months or two (2) hiring cycles, whichever period is longer, will be placed on unpaid leave.
 8. Return to Position. If a non-probationary teacher has been displaced from a building for reasons other than documented performance concerns, and a position in that building in the content area for which the teacher is highly qualified becomes available within the same calendar year of the displacement, the teacher shall be considered for the position. If the teacher is not selected for the position by the building administrator, the teacher may request a review of the decision not to select the teacher for the position. This review shall be by the Superintendent or designee(s). Any recommendation resulting from this review shall be final.
 9. Rehire. Any non-probationary teacher who is displaced and placed on unpaid leave from the District as part of a general or program RIF will be placed on a Priority Hiring List for a period of two (2) years from the effective date of the lay-off. All such teachers on a Priority Hiring List will be screened for each position for which they are highly qualified. The District will post all open positions on the District website. Such teachers will be eligible for rehire so long as they have maintained an active application in the District's electronic application system and follow all procedures required by the application process and meaningfully participate in the interview process.
 10. If a teacher is rehired after being displaced and placed on unpaid leave, all benefits accrued at the time of the lay-off will be restored. Knowledge level and evaluation level assignment will reflect the experience of the teacher prior to the lay-off. All other benefits will follow the same conditions as applied to leave of absence status.
 11. Waiver of Mutual Consent Provision. The provisions in this CBP for mutual consent process and direct reassignment of teachers may be waived through the mutual agreement of the District and the teacher.
- E. TEACHERS ON SPECIAL ASSIGNMENTS. Teachers On Special Assignments (TOSA's) will retain their contractual rights as defined in this CBP. TOSA's have specialized expertise, are resources to the system, and can be utilized in a variety of capacities including, non-evaluative coaching, demonstration teaching, curriculum coordination and dissemination, and administrative support. Licensed personnel who accept TOSA positions do so under the following conditions:

1. TOSA's who work extended days beyond their contract will be compensated at their per diem daily rate of pay. No TOSA contract shall exceed 186 days. Compensation is in accordance with Market Rate guidelines.
 2. TOSA's will be evaluated using a predetermined customized tool, or if one is not available, the most appropriate tool that closely matches the job description will be utilized.
 3. TOSA positions will be special assignments for one year. Should a TOSA position be eliminated, the teacher will be involuntarily transferred into another position for which she/he is qualified. Return rights for TOSA positions will follow the guidelines for leaves of absence. Probationary status TOSA's will have the same rights to reemployment as any probationary teacher.
 4. TOSA one-year contract positions may be renewed on an annual basis.
 5. Prior to creating a TOSA position, a job description must be approved by the Human Resources Department.
- F. NEW HIRING. Posted vacancies in the unit shall be filled with the best qualified teacher applicant from those teachers requesting voluntary transfers and new hires.
1. The best qualified teacher shall be the person best able to perform the duties of the position to be filled as determined by the administrator in charge of filling the vacancy. The vacancy should not be filled until the administrator has had the opportunity to consult with the hiring team. Such consultation shall not be binding on the administrator.
 2. District teacher applicants who meet the minimum qualifications set forth in the posting of the vacancy will be screened for the position.
- G. REDUCTION IN FORCE (RIF). RIF may take place when the Board of Education decides that a financial exigency exists or is to occur during the next fiscal year, or a program change is to be made which requires the cancellation of one or more teaching positions.
1. The consideration of probationary and non-probationary status and the number of years a teacher has served in the District will only be considered after the consideration of the teacher's evaluation and effectiveness rating as regards classroom instruction and multiple measures of student performance. Therefore, the contracts of probationary teachers may be cancelled if it is determined by the District the displaced non-probationary teacher's effectiveness rating is equal or superior to the probationary teacher whose contract is to be cancelled and only if the contract cancellation is in the best interest of students enrolled in the District. Regular teachers affected by a program RIF will have a right to continued employment if they hold certification and are endorsed for programs continuing in the District and find a position through the mutual consent process.
 2. Rehire. Any non-probationary teacher who is displaced and placed on unpaid leave from the District as part of a general or program RIF will be placed on a Priority Hiring List for a period of two (2) years from the effective date of the lay-off. The District will post all open positions on the District website. Such teachers will be eligible for rehire so long as they have maintained an active application in the

District's electronic application system and follow all procedures required by the application process.

3. If a teacher is rehired after being displaced and placed on unpaid leave, all benefits accrued at the time of the lay-off will be restored. Knowledge level and evaluation level assignment will reflect the experience of the teacher prior to the lay-off. All other benefits will follow the same conditions as applied to leave of absence status.

VIII. TEMPORARY LEAVES OF ABSENCE

A. APPLICATIONS FOR TEMPORARY LEAVES OF ABSENCE. Application for all temporary leaves of absence other than sick leave shall be submitted to the principal as far in advance of the dates of leave as possible, and must be submitted at least forty-eight (48) hours prior to commencement of the leave except in emergencies and in situations beyond the control of the teacher.

B. EFFECT OF TEMPORARY LEAVES OF ABSENCE. Temporary leaves of absence will not affect probationary or non-probationary status.

C. JURY DUTY LEAVE. Teachers shall be granted leave with full pay for full or half days of work missed due to service on juries when officially summoned, but shall remit all compensation for such service to the School District, except compensation for mileage or other expenses separately reimbursed to the teacher.

D. COURT APPEARANCE LEAVE

1. Work Related. Teachers shall be granted leave with full pay for full or half days of work missed due to necessary appearances as a witness or a party in any legal proceeding arising out of the teacher's employment with the School District when officially subpoenaed, but shall remit all compensation for such service to the School District, except compensation for mileage or other expenses separately reimbursed to the teacher.

2. Non-Work Related Court Leave. Teachers who are subpoenaed as a witness or who are involved as a party in litigation where the teacher's role is not connected with his/her employment may utilize personal leave provided in Section E of this article. If additional time is needed, the teacher will be granted leave without pay for work missed due to necessary court appearances. The teacher may request assistance from the District, through the building principal, when required to attend court in excess of available personal leave. At the discretion of the District, the teacher may be allowed to convert up to five (5) days of sick leave to personal leave for court appearance. The District will also explore opportunities for additional assignment where the teacher may have an opportunity to make-up lost time. Such assignments may include substitute teaching or fulfilling track requirements in year-round schools, or projects which the District finds it necessary to staff.

E. PERSONAL LEAVE

1. Teachers shall be granted up to two (2) days leave per year with full pay. No approval by the principal/supervisor is required; however, in order to make arrangements for a substitute, teachers are asked to provide as much notice as possible of their intention to take personal leave; no reasons need be given for the

taking of this leave.

2. If one or both of the personal days above have been used for the purpose of observance of a religious holiday when the teacher's religious faith requires that he/she not work on such religious holiday, or for teachers officially summoned to appear in a legal proceeding one (1) additional personal day shall be granted to attend to matters of emergency or special nature. If at any time personal leave is used for purposes of court appearances or religious observances, an affidavit may be requested in order to verify the use of personal leave for those reasons. (Once each teacher provides an affidavit with regard to a religious observance day, it need not be resubmitted during the remaining period this provision is in effect.)
 3. Accrual of Personal Leave: Unused personal leave may be accrued up to a total of four (4) days. Three (3) or four (4) consecutive days of accrued Personal Leave may be used at one time with a ten (10) work days' advanced notice to the principal/supervisor (solely for the purpose of making arrangements for appropriate substitute coverage). No approval by the principal/supervisor is required; no reasons need be given for taking of accrued leave. If a teacher is unable to provide a ten (10) work days' notice to the principal/supervisor due to unique circumstances, the teacher must appeal to the principal/supervisor for leave approval. If denied, appeal may be made to a Chief Human Resources Officer or designee. Personal leave that is unused at the end of the school year and in excess of the above limit, will be added to the individual teacher's sick leave accrual.
- F. PROFESSIONAL MEETINGS and SCHOOL VISITATION LEAVE. Teachers who apply and have been authorized by the Superintendent or his/her designee to attend professional meetings and conferences, or to visit other schools shall be entitled to leave from their current assignments with full pay for the time authorized.
- G. SICK LEAVE. All regularly licensed personnel shall be entitled to sick leave for temporary absence without loss of salary in accordance with the following provisions of this section:
1. The illness may be that of the employee or a member of the employee's immediate family. The immediate family includes the spouse, a qualified domestic partner, child, or parent of the employee. Extenuating circumstances will be considered.
 2. Nine (9) days of sick leave shall be available to all regular full-time employees, beginning on the first day of each school year. These days will be *prorated* for employees who work less than full-time, or for employees who do not complete the entire school year.
 3. Unused sick leave may be accumulated without limitation.
 4. For calculating purposes, the following guidelines will be followed for full-time teaching personnel concerning absence for illness:
 - a. Two (2) hours absence or less - no sick leave charged;
 - b. Two to four (2-4) hours absence - one half-day (1/2) sick leave charged;
 - c. Over four (4) hours absence - full day sick leave charged.
 5. Use of sick leave for purposes other than those authorized above will result in loss of pay for the days taken.

6. Upon advance notice to a teacher, he/she shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty. At any time, the District may require the teacher to be examined by a physician designated by the District at District expense.
 7. Except in the case of a leave of absence, teachers acquire immediate eligibility for the current year's sick leave allotment on the first day of each school year to use for daily sick absences. Sick leave must be accrued in order to be used for a leave of absence. If a teacher leaves the District employment prior to the end of the school year, salary deduction will be made for sick leave taken, but not earned. One (1) day of sick leave is earned per month of the school year.
 8. In addition to the sick leave provided in Subsection G.2. above, teachers shall be granted up to two (2) additional days of leave per year when there is a serious illness or injury in the teacher's immediate family (as defined in Subsection G.1. above) requiring the care or attendance of the teacher. This additional leave shall not be available until all accumulated sick leave is exhausted and the teacher shall have taken one (1) day for such purposes without pay. The unused portion of such leave may not be accumulated under the provisions of Subsection G.3. above.
 - a. Additional leave requests shall be made in writing and sent to the Human Resources Department a minimum of three (3) days in advance of the day for which the leave is required.
 - b. In emergency situations, the request may be written and submitted following the use of the leave. In emergency situations, the timing of the submission shall not be a factor in its approval or disapproval.
- H. SICK LEAVE OPTION for 2015-2016 NEW HIRE EMPLOYEES. Employees hired starting the 2015-2016 school year and after have the choice of Plan A, which is a summary of the existing sick time off plan, or Plan B:

Plan A. Employees will be granted 9 sick days at the start of the school year. Sick time accumulates without limit. Sick time will be prorated for new employees and employees who do not complete a full school year (1 day per month). Employees who separate employment before the end of the school year will have their final pay deducted for sick days taken but not earned based on proration.

Plan B. Employees will be granted 8 sick days for their first year and 5 sick days for every subsequent year thereafter. Sick time accumulates without limit. Sick time will be prorated for new employees and employees who do not complete a full school year (approximately .8 days per month in year one and .5 days per month in subsequent years). Employees who separate employment before the end of the school year will have their final pay deducted for sick days taken but not earned based on proration.

For Plan B, employees with at least ten (10) years continuous service with DCSD will be eligible for a sick leave pay out upon resignation or retirement. Employees will be paid \$48.00 for each day of all of their accumulated sick leave up to 60 days.

- I. BEREAVEMENT LEAVE. Regularly employed certificated personnel will be allowed up to five (5) consecutive contracted days of leave of absence without loss of pay immediately following the death of any member of the teacher's immediate family. This will include parents, grandparents, spouse, a qualified domestic partner, siblings,

children, and spouse's immediate family. Two (2) additional consecutive days shall be deducted either from personal leave or accrued sick leave or, if neither is sufficient, shall be without pay.

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

- J. **WORKER'S COMPENSATION.** Teachers absent due to injuries incurred in the scope of employment and covered by Worker's Compensation may utilize accrued sick leave or personal leave in half-day ($\frac{1}{2}$ day) increments to makeup resulting loss of income. Upon request, and not more often than monthly, the District will allow employees to convert sick leave and personal leave to extra pay in an amount not to exceed that which is necessary to provide the employee the same take home pay normally earned by the employee after deductions. Only an employee's accrued sick leave and personal leave balances may be converted.
- K. **OTHER ABSENCES.** Absences which are not covered under the specific provisions of short-term leaves of absence, or which are in excess of paid leave granted, shall be charged against the salary of the teacher in an amount equal to $\frac{1}{370}$ th of the year's salary for each one-half ($\frac{1}{2}$) day absence. If the absence, however, is from regularly assigned duties because of assignment to other school business, the absence shall not result in loss of salary.

IX. LEAVES OF ABSENCE

A leave of absence is time away from work, generally for a defined period of time, to cover extenuating circumstances occurring in an employee's life. The District offers employees paid and unpaid leaves of absence for this reason. For more information on leaves of absence, see [Superintendent Policy GBGF – Leaves of Absence](#).

X. TUITION ASSISTANCE PROGRAM

Douglas County School District encourages employees to obtain the skills necessary to develop professionally. Employees are eligible to apply for reimbursement of tuition and registration expenses from a college or university holding regional accreditation, or a nationally recognized and/or accredited trade/vocation organization.

To learn more about this program, please visit the Human Resources Department website > Documents and Forms then click on *Tuition Assistance for Classified/Certified*.

XI. COMPENSATION

A. SALARY

- 1. **2015-2016 Compensation.** Returning teachers hired prior to January 1, 2015 will be paid the same base salary as the previous year, with increases and/or lump sum pay approved by the Board of Education and shown in Appendix 1. The increases reflect adjustments based on the teacher's relative position in the market

(below market, at market or above market) and the teacher's evaluation rating for the previous school year.

2. Employees on a leave of absence for more than 90 work days during the school year are not eligible for a salary increase.
3. New employees to DCSD will be hired using Market-based Pay. The employee's base salary will be determined by Human Resources.

B. PERFORMANCE PAY

1. Performance Pay Plan. Whenever in this Article reference is made to the Performance Pay Plan For Teachers, such reference is to the latest revision of such plan. This CBP incorporates by reference, and is bound by the provisions of the then-current handbooks, guides, or Plan documents of the Performance Pay Plan For Teachers. In no event will a decision regarding any performance component regarding an individual teacher be subject to review, or appeal unless an appeal process is specifically provided in the Performance Pay Plan documentation.
2. Performance Component of Salary. Evaluation Ratings have been taken into consideration in the pay increases shown in Appendix 1.
3. World Class Education Targets. Bonus targets will be set based on World-Class Education targets in development in 2015-2016. Should these targets be achieved (in conjunction with the overall evaluation rating) a bonus may be paid to the teacher. This bonus is a lump sum payment that is PERA eligible and does not increase base salary. To be eligible for World-Class Education Targets, teacher must be rated "Highly Effective" and meet certain additional criteria. For more information and how to apply visit <https://www.dcsdk12.org/world-class-education> and scroll down the page to the tab, World Class Targets.
4. Additional Responsibility Pay. The Additional Responsibility component of Pay for Performance is intended to compensate employees for participation on District and Site-based committees that develop and advance the strategic vision of the District and/or Site. Compensation will be set by the Human Resources Department and/or Site.

C. PART-TIME TEACHERS. Part-time teachers who are assigned for less than one (1) work day shall have their salary calculated in the same manner as full-time employees, but they will receive the proportion of salary, sick and personal leaves and fringe benefits that their work day bears to one (1) full work day.

D. CLASS COVERAGE PAY

1. Regularly appointed classroom teachers who agree to cover other teachers' classes during their preparation periods at the request of the principal will be paid at an hourly rate of \$30.00, in addition to their regular pay.
2. If a building splits a teacher's class between two (2) or more teachers for more than sixty (60) minutes, then each of the covering teachers will be paid at the same hourly rate as in section XIV.D.1.

I. SEVERANCE PAY.

1. Teachers will be paid forty-eight dollars (\$48.00) at the time of separation for each day of all of their accumulated sick leave up to 130 days upon resignation or retirement from service with the District, provided they have at least ten (10) years continuous service with the District. Employees who qualify for the sick leave severance benefit will receive a lump sum payment on or before August 31st of the year they retire and/or separate from DCSD.
2. Employees who will not attain the age of 55 in the year of severance from employment (retirement) will receive a lump sum payment on or before August 31st of the year they retire.

J. SPECIAL ASSIGNMENT PAY.

1. Secondary School Activities. Teachers who are assigned special duties as reflected on Schedule A, attached, will be compensated for performing such assignment according to Schedule A.
2. Elementary Co-Curricular Pay. The District will fund Elementary Co-Curricular activities. Each Elementary school's budget for Co-Curricular Pay shall be administered by a collaborative committee composed of administration and teachers. All monetary requests from co-curricular sponsors shall be made to the Committee, whose decisions shall be final and not subject to review or appeal.
3. Site-Based and District Based Responsibility Pay. See Performance Pay Sec. B.4 above.

K. eDCSD COLORADO CYBER SCHOOL. See Appendix 3 for compensation and evaluation.

XII. INSURANCE PROGRAMS

A. **HEALTH/MEDICAL COVERAGE.** The District will contribute up to the amount of the monthly single employee premium toward health/medical insurance coverage premiums for each full-time employee covered by this CBP. Employees who work less than full-time, but at least a half-time contract, are considered eligible for the District sponsored health/medical coverage plan at a prorated District contribution based on the employee's employment status.

B. **DENTAL COVERAGE.** The District will contribute up to the monthly single employee premium on the current District dental coverage plan for each full-time employee covered by this CBP. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a prorated District contribution.

Note: The District will offer two dental plans. The District will pay the full cost of the monthly single employee premium for the District's Basic Preventive Dental plan for each full-time employee covered by this CBP. Employees may elect to buy up to the enhanced dental plan and will receive a subsidy equivalent to the single employee premium for the District's Basic Preventive dental plan. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a pro-rated District contribution.

C. **VISION COVERAGE.** The District will offer a voluntary vision plan which will be paid for by the employee. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible to purchase this coverage.

D. **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.** The District shall provide Life and Accidental Death and Dismemberment insurance for contracted teachers, working a .5 FTE or greater, in an amount equal to the teacher's annual salary, or \$50,000, whichever is less. Life and Accidental Death and Dismemberment insurance benefit reductions will apply at age 70. Additionally, Douglas County teachers may participate in a supplemental group life insurance plan. Participation in any supplemental life insurance plan is at the employee's expense on a payroll deduction basis.

E. **DISABILITY PROTECTION COVERAGE.** The District will provide a long-term disability protection coverage plan and will pay the employee's premium for it.

F. **SHORT-TERM DISABILITY.** The District shall provide a short-term disability protection coverage plan and will pay the employee's premium for it. Additional coverage may be purchased by the employee.

G. **DISTRICT AND EMPLOYEE CONTRIBUTIONS.** The District shall annually establish the respective contributions of the District or the employee toward the benefit plans.

H. **LIABILITY COVERAGE.** The District shall, at its expense, provide a legal defense and provide at least \$1,000,000 liability indemnification coverage for employees who are sued for actions occurring in the course and scope of their duties subject to the coverages, provisions and exclusions provided by the Colorado School Districts Self Insurance Pool. This coverage may be concurrent with the District's statutory duty to indemnify and defend employees under Colorado law.

- I. **LEGAL REPRESENTATION.** The District shall, at its expense, provide legal advice and representation for all employees for all matters that fall within the course and scope of their duties. The District shall also pay any civil judgments that may be entered for matters that occur within the course and scope of an employee's duties. While personal legal matters for employees fall outside of this obligation, the Office of the District Legal Counsel will assist employees by providing referrals to independent attorneys for employees and their dependents who can provide independent legal advice and representation.
- J. **EMPLOYEE SELF-SERVICE PORTAL.** Employees can view Sick Leave credited to them, all unused Personal Leave credited as Accumulated Sick Leave and compensation level through the Employee Self-Service portal on the District's website.

XIII. COMPLAINTS AND DISPUTE RESOLUTION

A. **OVERVIEW.** One of the core values of DCSD is trust. DCSD is dedicated to promoting a workplace where employees can express their concerns in an open forum. The Dispute Resolution Policy is an internal process designed to provide employees with a complete and impartial process to attempt to resolve work-related conflicts. The Administrative Review pathway applies to all part-time and full-time employees.

B. **CORE REQUIREMENTS.**

- 1. The concerns and issues of every employee are important to the District. When concerns are raised, they should be resolved at the lowest possible level and as quickly as possible. Time limits have been established to ensure swift conclusion.
- 2. The Dispute Resolution Process is intended to provide an avenue for resolving issues regarding an employee's job, management, and policies, or in some cases about other employees, with the assurance that no reprisals will result from doing so. All decisions made through the Dispute Resolution Procedure must be in accordance with DCSD policy.
- 3. Not every issue an employee encounters can be resolved through the Dispute Resolution Procedure. Conflict between employees and a co-worker normally should be worked out between the two of them or possibly with the involvement of each employee's supervisors. Many of the District's benefit provisions, such as health care and workers' compensation claims, have specific appeal processes for those benefits.
- 4. Human Resources will advise employees of the appropriate procedure for their issue. Issues regarding an employee's performance appraisals, with the exception of situations of termination, will be heard only through the employee's own department's levels of management.

C. **EMPLOYEE RESPONSIBILITY.**

- 1. Employees should bring work-related concerns and issues to the attention of management as they occur.
- 2. To make this process work, employees must be committed to working with management toward a solution that is in the best interest of the employee and the

District.

3. Employees need to use the Dispute Resolution Process before seeking assistance outside the District.
4. Employees are expected to keep the information they become aware of in confidence.

D. LEADERSHIP RESPONSIBILITY.

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

E. DISPUTE RESOLUTION PROCESS.

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

F. ADMINISTRATIVE REVIEW.

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

Resources.

3. If after the second level the employee is not satisfied with the decision, they have five (5) business days to ask Human Resources to move their dispute to the next level. Human Resources will forward the complete file to the Chief Human Resources Officer (CHRO). Within five (5) business days of receipt of the employee's dispute, the CHRO may meet with others necessary and then issue a written decision to the employee. A copy of the written response also will be forwarded to Human Resources. This is the final step of the process.
4. Steps in the process may be skipped on occasion. The most likely event is when an issue is between the employee and their immediate supervisor. In this case, the first step may be skipped.

G. HUMAN RESOURCE'S ROLES & RESPONSIBILITIES.

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

XIV. YEAR-ROUND MULTI-TRACK SCHOOLS

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

to the same extent as those provided to conventional calendar schools.

F. DAYS WITHOUT STUDENTS.

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

out in lieu of a day's attendance. (examples might be: track-in/track-out days that fall within the winter break times; track-out days at the end of the year.)

- G. PERSONAL LEAVE. Teachers in year-round schools will be able to use allotted personal leave in the first and/or last week of each track.
- H. COMMUNICATION. Policy changes and school announcements will be made available at each school site to employees who are off-track so that they have the opportunity to fully participate in district and school activities.
- I. REGULAR TEACHERS SERVING AS SUBSTITUTES.
 - 1. Prior to the beginning of each off-track period, teachers who wish to serve as substitute teachers shall submit the appropriate application to the human resources department
 - 2. Each school shall have a list where off-track teachers from that building may sign up to substitute in that building. This list will be shared with all teachers in that building.
 - 3. Teachers on different tracks may mutually agree to exchange workdays at no cost to the District with the approval of the building principal, which shall not be unreasonably denied.
- J. TRACK SELECTION.
 - 1. Each building staff and administration shall jointly develop a "track selection process." in keeping with that process, teachers shall select tracks in the following order:
 - a. Teachers currently employed by the District and assigned to the school; and
 - b. Newly hired teachers.
 - 2. When qualifications and abilities are equal among teachers requesting the same track, preference will be given to the regular teacher employed by the District for the longest period of time.

XV. NEW BUILDING PLANNING TEAMS

- A. **PURPOSE.** The District recognizes the importance of having teachers involved in the process of planning and opening new buildings in the Douglas County School District. The following provisions will govern the formation, operation, and compensation of new building planning teams for the duration of this CBP.
- B. **FORMATION.** The principal appointed to a new building will select the teachers to be involved in the new building planning team after the principal has published the expected scope of the involvement and time required of the team. The principal will appoint teacher members based on grade level, as follows:

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

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

XVI. CONFERRING WITH TEACHERS

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

XVII. TERM

The provisions of this CBP shall be in full force and effect from July 1, 2015 through June 30, 2016. Any changes to the terms and conditions provided herein shall be made only upon a vote of the Douglas County Board of Education, and only in accordance with applicable law.

XVIII. RELATIONSHIP WITH TEACHER EMPLOYMENT CONTRACTS

This CBP constitutes and embodies "Board-adopted policies and administrative rules, regulations and procedures" within the meaning of Section 4 of the 2015-2016 Teacher Employment Contract signed by District teachers on or before June 15, 2015. This CBP is not intended, in any way, to alter the terms and conditions of employment set forth in the Teacher Employment Contract, and this CBP should be construed harmoniously with such Contract. To the extent that any unintended conflicts exist between the CBP and the Teacher Employment Contract, the terms of the Teacher Employment Contract shall govern.

APPENDIX 1 - 12 Block Compensation Increase Plan

Licensed Staff 14/15 Evaluation Increases (for 15/16 school year)				
<u>RANGE POSITION</u>	Highly Effective	Effective	Partially Effective	Ineffective
1ST THIRD	5.0%	3.5%	1.5%	0.0%
MIDDLE 3RD	4.5%	3.0%	1.25%	0.0%
3RD THIRD	4.0%	2.5%*	1.%*	0.0%
<div style="border: 1px solid black; display: inline-block; padding: 5px 20px;">On-going increase to base pay percent</div>				
* increases above band caps will be paid as a lump sum payment in September				

APPENDIX 1A – Certified Salary Bands

CERTIFIED SALARY BANDS					
BAND 25	B30	B35	B40	B42	B45
ART MID/SEN FIFTH GRADE FOURTH GRADE FRESHMAN TRANSITION HEALTH E/M/S LEADERSHIP SPEC EL ED LIBRARIAN PHYS ED E/M/S SECOND GRADE SOCIAL STUDIES E/M/S SPEECH MIDDLE THIRD GRADE	ART ELEMENTARY BUSINESS CONSUMER FAMILY STUDIES DRAMA MID/SEN HOMEBOUND HOME SCHOOL SUPPORT MATH ELEM MUSIC ELEM MUSIC INSTRUMENTAL EL ED MUSIC INSTRUMENTAL MID MUSIC MID/SR (CHORAL) MUSIC ORCHESTRA MID/SR SCIENCE ELEM SPEECH SENIOR	ACE ADMIN INTERN COUNSELOR – MID/SEN ENGLISH MID/SEN FIRST GRADE FRENCH GRADE K INTERVENTION SPEC. (GT, RTI, LIT) LIBRARY MEDIA SPECIALIST MUSIC INSTRUMENTAL SEN READING RECOVERY SIXTH GRADE ELEM SPANISH STAR/CCP LAB STEM MID SWAP LEAD	AGRICULTURE AMERICAN SIGN LANGUAGE CHINESE CRIMINAL JUSTICE EARLY CHILDHOOD SPED ENGINEERING ESL/ELL FIRE SCIENCE GERMAN JAPANESE MATH MID/SEN MODERATE NEEDS SCIENCE MID/SEN	CENTER-BASED (SEVERE NEEDS) CENTER-BASED (SED/AUTISM) DHH INDUSTRIAL ARTS NURSE HEALTH SERVICES SOCIAL WORKER STUDENT SUPPORT TECHNOLOGY	AUDIOLOGIST AUTISM SPECIALIST BEHAVIOR SPECIALIST OCCUPATIONAL THERAPIST. PSYCHOLOGIST SPEECH LANG PATHOL SWAAC SPECIALIST VISUALLY IMPAIRED
(35(38-54)66)	(37(40-55)67)	(39(42-64)76)	(42(45-73)85)	(43(46-76)88)	(47(50-80)94)

Effective 1 July 2015

*Subject to change at anytime.

	45-55	47-57	51-64	56-71	58-73	62-79
	50.5	52	57.5	63.5	65.5	70.5
		RANGE	DAYS			
COUNSELORS		Band 35	190			
PLS		48,000 - 76,000	200			
ADMIN DEAN EL ED		49,000 - 76,000	205			
ADMIN DEAN MS		56,000 - 80,000	205			
ADMIN DEAN HS		63,000 - 87,000	205			

APPENDIX 2 - Performance Evaluation Rating Appeals Process 2015- 2016 School Year

1. A non-probationary teacher (“Teacher”) may appeal an overall performance evaluation rating of ineffective or partially effective.
2. A Teacher who objects to an ineffective or partially effective rating may file an appeal within five (5) business days after receiving his or her rating. The appeal shall be submitted in writing to the Teacher’s Evaluator.
3. A Teacher filing an appeal must include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived. All appeals must be in writing on forms provided by the District. Copies of the forms are posted on the District website under Human Resources/Employee Resources.
4. The grounds for an appeal shall be limited to the following:
 - a. The Evaluator did not follow evaluation procedures that adhere to the requirements of state statute or District policy and that failure had a material impact of the final performance evaluation rating (e.g., an observation was never completed) and/or
 - b. The data relied upon was inaccurately attributed to the Teacher (e.g., data included in the evaluation was from students for whom the Teacher was not responsible).
5. The burden of proof shall be on the Teacher to demonstrate that a rating of effective was appropriate.
6. The Evaluator will review the Teacher’s evidence and determine if it warrants a decision to uphold or modify the evaluation rating. The Evaluator will communicate his or her decision in writing within five (5) business days after receiving an appeal.
7. If a Teacher is not satisfied with the Evaluator’s decision, he or she may file a second- level appeal within five (5) business days after receiving the Evaluator’s decision.
8. If the Evaluator is the Teacher’s Principal, the second-level appeal will be conducted by a Review Panel, comprised of teachers and administrators that were not directly involved in the evaluation process for the appealing Teacher, with no more than six (6) panel members total.

9. If the Evaluator is someone other than the Teacher's Principal then the second-level appeal will be conducted by the Teacher's Principal. The Principal will communicate his or her decision in writing within five (5) business days after receiving an appeal. If the Teacher is not satisfied with the Principal's decision, he or she may file a final appeal within five (5) business days after receiving the Principal's decision to the Review Panel.
10. The appealing Teacher will be given the opportunity to address and provide evidence to the Review Panel in writing or in person. The Review Panel may invite the Teacher or the Teacher's Evaluator to present in writing or in person where clarification is necessary.
11. In order to overturn a rating of ineffective or partially effective, the Review Panel must unanimously find that the rating of ineffective or partially effective was inaccurate.
12. Any documents and/or proceedings related to the appeals process shall be confidential. The appeals process shall not be conducted in a public forum.
13. The decision of the Review Panel will be final. The appeals process shall conclude no more than ninety (90) calendar days after the Teacher receives his or her rating. The time requirements described herein may be waived, by mutual agreement of both the Teacher and the District.
14. This appeals process is effective for the 2015-16 school year and may be subject to change based on future legal requirements and CDE guidance.

APPENDIX 2A - Appeal Form for Certified Staff Performance Evaluation

I. EMPLOYEE INFORMATION

Name: _____ Employee ID#: _____

Position _____ School/Dept: _____

Date of Appeal: _____ Date of Summative Conference: _____

Name/Title of Evaluator: _____

Name of Principal (if Principal is not the Evaluator): _____

II. OVERALL RATING BEING APPEALED

Partially effective

Ineffective

III. BASIS FOR APPEAL

Evaluator did not follow District performance evaluation procedures and that failure had a material impact on my final evaluation rating.

IV. EVIDENCE – Narrative account of evidence to support an effective rating (additional paper/documentation may be attached).

Employee Signature

Date

Provide original of this appeal form to your Evaluator within 5 business days of your summative evaluation conference and a copy to Human Resources.

APPENDIX 2B – Evaluator/Principal Decision Performance Evaluation Appeal

I. EMPLOYEE INFORMATION

Name: _____ Employee ID#: _____

Position _____ School/Dept: _____

Date of Appeal: _____ Date of Summative Conference: _____

II. DECISION OF EVALUATOR/PRINCIPAL

Uphold Evaluation Rating Change Evaluation Rating to _____

Evaluator/Principal Signature

Date

III. EMPLOYEE APPEAL RIGHTS

- I do not appeal this decision.
- I appeal this decision to my Principal
- I appeal this decision to the Review Panel

Employee Signature

Date

If you wish to appeal to the next level, provide original of this form to your Principal within 5 business days of receiving this decision and a copy to Human Resources.

APPENDIX 2C - Review Panel Decision Performance Evaluation Appeal

I. EMPLOYEE INFORMATION

Name: _____ Employee ID#: _____

Position _____ School/Dept: _____

Date of Appeal: _____ Date of Evaluator/Principal Decision: _____

II. FINAL DECISION OF REVIEW PANEL

Uphold Evaluation Rating Change Evaluation Rating to _____

Signatures of Review Panel Members:

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Distribution of Copies: Original to Human Resources, Copy to Employee, Copy to Evaluator/Principal

APPENDIX 3 - eDCSD Compensation and Evaluation

The CBP shall apply to teachers assigned to eDCSD, with the following modifications:
 Teachers will be paid a per pupil stipend of \$200.00 for additional classes taught.
 Teachers will be paid a per pupil stipend of \$100.00 to monitor asynchronous courses as a teacher facilitator.

Additional staff may be necessary where student teacher ratios exceed 1:180 or for electives necessary to maintain status as a diploma-granting institution. (Course variety)

SCHEDULE A - 2015-2016 Activities/Athletics

**Schedule A
Middle School Activities 2015-2016**

Step	I
1	1329
2	1484
3	1643
4	1781
5	1968
6	2123
7	2280

Middle School Positions

Band, Vocal, Orchestra

Other Middle School Positions

Drama Director	2778
Student Council	1329
Athletics/Activities Coordinator	1778

Other positions, including Archery, Destination Imagination, Math Counts, NJHS, Photography, Publications, Robotics, Science Olympiad, TSA, Unified, Web Leader or others as determined by the school Athletic/Activity Director, may receive a full stipend of \$1068.00, a .5 stipend of \$534.00, or a percentage of this stipend. Each school is entitled to two full stipends or an equivalent amount of partial stipends.

Schedule A
2015-16 Middle School Athletics

Level 1	Level 2	Level 3
PE: 2200 E: 2600 HE: 3000	PE: 1800 E: 2200 HE: 2600	PE: 1400 E: 1800 HE: 2200
8 th Tackle Football Wrestling	A/B Basketball A/B Volleyball Track Cross Country	Flag Football C Basketball C Volleyball

CRITERIA FOR HIGHLY EFFECTIVE COACHES

In order to earn an Overall Rating of HIGHLY EFFECTIVE, coaches must be rated EFFECTIVE in ALL 6 areas on the evaluation tool AND must earn at least 13 total points from the following items:

Points

- (1) Must practice and/or play games on ALL possible student-contact days within the season
- (1) Attend a Coaching Clinic
- (2) Provide evidence to athletic director demonstrating implementation of knowledge gained at the clinic
- (3) Take and complete a Professional Development Class on Coaching
- (3) Present at a Coaches Clinic
- (3) Have an outreach program for feeder schools
- (3) Have 3 straight years of HIGHLY EFFECTIVE ratings on evaluations
- (2) Formally support other programs in your school
- (2) Organize a Community Service project for your team
- (1) Conduct a Parent and Student survey to receive feedback at the end of the season
- (2) Implement an improvement plan from the results of the survey
- (3) Implement some sort of academic support/intervention program for student-athletes
- (1-3) Any other items with prior approval from athletic director that demonstrates going "above and beyond"

**Schedule A
High School Activities 2015-2016**

High School Levels					
Step	II	III	IV	V	
1	2912	2528	2023	1768	
2	3083	2664	2153	1915	
3	3268	2806	2278	2047	
4	3439	2944	2407	2183	
5	3622	3083	2528	2324	
6	3796	3230	2658	2475	
7	3967	3367	2780	2610	
8	4151	3507	2912	2750	
9	4323	3646	3040	2888	
10	4498	3787	3168	3024	

High School Positions

Level II	Head Sponsor:	Band
Level III	Head Sponsor:	Publications, Vocal Music, Forensics
Level IV	Asst. Sponsor:	Forensics
Level V		Orchestra, Drama Director (for full length play) maximum 5/yr/school; Dramatics Assistance 3/yr/school to Step 3 only; Student Council Sponsor

Other High School Positions

FBLA	794	DECA	794	Auditorium Manager	1927
FCCLA	794	FFA	794	Drill Squad	1329
Hero Club	794	Link Crew	1068		
TSA (Technology)	794				

Applies to other sponsor positions as determined by the school

Schedule A
2015-2016
High School Athletics – HEAD COACHES ONLY

High School Levels		
	<u>Level I</u>	<u>Level II</u>
Partially Effective	\$3,000	\$2,300
Effective	\$5,000	\$4,300
Highly Effective	\$7,000	\$6,300

High School Positions

Level I Head Coach: Football, Basketball, Wrestling, Baseball, Track, Soccer, Softball
Volleyball, Lacrosse, Field Hockey, Ice Hockey, Swimming

Level II Head Coach: Golf, Tennis, Cross Country, Gymnastics, Cheers and Poms
(Cheers and Poms are paid a Fall and Winter stipend)

*During the 2014-2015 school year, only HEAD coaches will be eligible for Pay for Performance stipends. Assistant coaches will be paid according to the appropriate Level and Step in which they fall.

*In order to earn an Overall Rating of HIGHLY EFFECTIVE, head coaches must be rated HIGHLY EFFECTIVE in at least 5 out of the 6 areas on the evaluation tool (with no Partially Effective ratings) AND must earn at least 25 total points from the following items:

Points

- (1) Attend a Coaching Clinic
- (2) Provide evidence to athletic director demonstrating implementation of knowledge gained at the clinic
- (3) Take and complete a Professional Development Class on Coaching
- (1) Conduct a Parent and Student survey to receive feedback at the end of the season
- (2) Implement an improvement plan from results of survey
- (3) Have 3 straight years of HIGHLY EFFECTIVE ratings on evaluations
- (3) Implement some sort of academic support/intervention program for student-athletes
- (3) Organize a community service project/outreach for team
- (1) Organize youth feeder programs
- (2) Work with the Unified programs within your school
- (3) Speak at a Coaching Clinic
- (2) Be a member of a CHSAA committee
- (2) Formally support other programs in your school
- (1) Have an off-season player development program
- (1) Initiate and participate in fundraising activities
- (1) Show an increase of at least 5% in fundraising dollars from the previous year
- (4) Team and/or players advance beyond the regular season (longer season)
- (1-3) Other items with approval from athletic director that demonstrates going "above and beyond"