

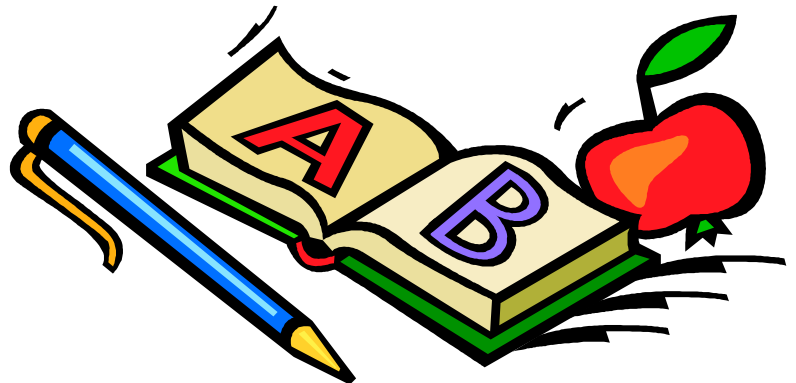


2020-2021

Memorandum of Understanding

**Between the Thompson Education Association
and the Thompson School District R2-J
Board of Education**

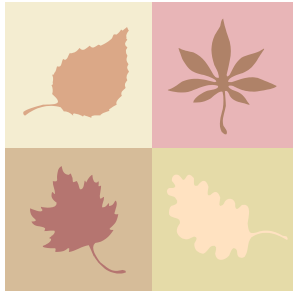
800 South Taft Avenue
Loveland, Colorado 80537



THOMPSON SCHOOL DISTRICT R2-J

BOARD OF EDUCATION

June 17, 2020



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Article 1 – PREAMBLE

Communications between the Board and TSD Teachers

- 1-1. This Memorandum of Understanding is based upon the premise that individuals at all levels of the Thompson School R2-J make valuable contributions to its purpose and are committed to treating one another with respect and dignity.

The parties to this Agreement believe that a quality education is a fundamental right of every child. All children can learn. We have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly value the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the interests of students. To that end, both parties are committed to treating one another with respect and dignity. Quality education for all students is our primary focus.

The Board believes that an involved, valued and well-informed staff is essential to the success of the TSD educational program and that effective internal communications will increase mutual understanding, improve staff morale, build common purposes, and thus help TSD reach its educational goals. In the interest of improving relationships and building common purposes, the Board may adopt policies and provide procedures for regular communication between staff and Board. Such policies and procedures shall not contain anything contrary to Colorado law or other TSD policies.

Article 2 – DEFINITIONS

- 2-1. The term **TEACHER** shall mean all non-administrative personnel required to hold a teacher license or a special service provider license and defined under CRS Article 22-60.5-102 in the Colorado Educator Licensing Act. The parties agree that other non-administrative/supervisory licensed personnel who are paid on the teachers' salary schedule(s) may obtain representation by the Association.
- 2-2. A **PROBATIONARY TEACHER** is a teacher who has not completed three consecutive years of demonstrated effectiveness, as determined by the district's evaluation instrument, and is employed on a continuous basis by the district.
Teachers: teachers beginning their fourth or more year of continuous employment.
- 2-3. The term **ASSOCIATION** shall mean the Thompson Education Association (TEA).
- 2-4. The term **TSD** shall mean the Thompson School District R2-J, Larimer County.
- 2-5. The term **BOARD** shall mean the Board of Education of the Thompson School District R2-J, Loveland, Colorado.
- 2-6. The term **PRINCIPAL** shall mean any building administrator or assistant or the administrator of any work location or functional division in TSD.
- 2-7. The term **BUILDING REPRESENTATIVE** shall mean the Association's elected or appointed representative at any school or work location.
- 2-8. The term **SUPERINTENDENT** shall mean the Superintendent of Schools, Thompson School District R2-J.
- 2-9. The term **SCHOOL** shall mean any school building grounds, or any work location or office to which a teacher is assigned permanently or temporarily.
- 2-10. The term **ASSOCIATION REPRESENTATIVE** shall mean any teacher employed by TSD and elected as an Association Officer or Building Representative.
- 2-11. The term **PARTIES** shall mean the Board and the Association as participants in this Agreement.
- 2-12. The term **DAY** shall mean school day, unless otherwise specified.
- 2-13. The term **WORK DAY** shall mean an 8-hour day which includes a 30-minute duty free lunch for full time employees.

- 2-14. The term **MEDIATION** shall mean third party, nonbinding, noncompulsory intervention and assistance by the American Arbitration Association to facilitate, continue, resume or bring about discussion and resolution of items being considered between the Association Representatives and the Board Representatives when they are unable to reach agreement through their own efforts.
- 2-15. The term **2+2 Oversight COMMITTEE** shall mean the committee described in the preamble of Article 7, composed of two administrators and two teachers. Its functions shall be to develop and monitor the protocols, facilitate and schedule for negotiations; to serve as a general advisory committee to the large negotiations group, in which role it reviews, helps to clarify negotiation issues, and facilitates information sharing between the Board of Education and the Thompson Education Association; and to serve any other functions assigned to it by the large group.
- 2-16. The terms **BUILDING and SITE** are interchangeable and shall mean any organization, within TSD's structure, with an assigned administration, that is allocated FTE and/or resources in order to carry out their assigned functions. Primary responsibility for evaluating the building/site staff rests with the assigned administration. The building/site administration may designate or recruit other TSD administrators to assist with their building/site evaluation.
- 2-17. The term **SERVICE** includes teaching and classified staff assignments; however, does not include any time as a TSD substitute employee, tutor, home-bound instructor or other similar assignments that would not constitute on-going employment with TSD.
- 2-18. The term **IMMEDIATE FAMILY** includes anyone who lives in your household plus persons not in your household, who are your spouse, domestic partner, children, step-children, parents, step-parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, brothers, sisters, brother-in-laws, sister-in-laws, sons-in-law, daughters-in-law, and others with whom the teacher has an unusually close relationship.
- 2-19. **PLAN TIME** is defined as that time within the student contact day designed for teachers to plan, grade student work or perform other duties in preparation for their job. When principals need to meet with individual teachers during a planning period for the purpose of discussing or preparing for classroom observations, evaluations or other job related matters, they should attempt to find a mutually acceptable time for such meetings. Teachers may volunteer to meet with an instructional coach or other colleague during their plan time, but may find it more convenient to meet before or after school.

Article 3 – GENERAL PROVISIONS

- 3-1. The Memorandum of Understanding shall contain the statements of mutual agreement made between the team representing the Board and the team of the Association Representatives.
- 3-2. Upon ratification by the Association and approval by the Board, the Memorandum of Understanding shall be signed by both parties.
- 3-3. The Memorandum of Understanding shall be ratified only in total, and not in part.
- 3-4. It is mutually agreed that the Parties will not subsequently change or amend this Memorandum of Understanding without entering into negotiations, unless there are legal or other requirements for the Board to change such Memorandum, in which case the recommendation for the necessary Memorandum change shall be negotiated by committees of the Board and the Association prior to such change being made. Either party may seek to open negotiations during the effective dates of this Agreement to discuss changes or additions to the Agreement. Upon mutual consent of the parties, committees of the Board and the Association may proceed with the intent of reaching Agreement on such mutually agreed upon issues.
- 3-5. If a school-based initiative developed according to TSD shared decision-making process requires a waiver of provision(s) of this Memorandum of Understanding, the Personal Concerns Committee (PCC) will notify the Board and the Association leadership of the proposal so that they may proceed with the process described in Article 3-4.

- 3-6. The Board shall not discriminate against any teacher in accordance with federal law, or on the basis of membership in the Association.
- 3-7. A licensed employee handbook is hereby created. The handbook is intended to house policies, procedures, forms and worksheets that relate to employees' working conditions in the Memorandum of Understanding, but do not need to be annually negotiated.

Article 4 – RECOGNITION

- 4-1. The Thompson School District R2-J Board recognizes the Association as the exclusive representative of the teachers employed by the Thompson School District R2-J for the purpose of negotiation. Both parties agree that other individuals or groups from the teaching staff have the privilege of making presentations and providing comments to the Board on any matters of concern to them. No teacher or groups of teachers may approach individual members of the Board about items being negotiated during the time such negotiations are taking place; however, the Association may, during the period set forth in this memorandum for negotiations, meet with the Board, during the Board's regularly scheduled meetings for the purpose of discussing items being negotiated. Such discussions shall not exceed 30 minutes per meeting and the number of the Association representatives in attendance shall not exceed ten per meeting.
- 4-2. The recognition shall be effective when the Thompson Education Association presents a membership list showing names and positions of members to the Board by November 1 of each year which shows a total membership of at least 50% plus 1 teacher of all the teachers employed by the Board.
- 4-3. The Thompson R2-J Board agrees that any TSD level committee with teacher involvement will have one appointed Association representative, if available, selected by the Association.

Article 5 – ASSOCIATE RIGHTS

5-1. Payroll Deductions

- 5-1-1. TSD agrees to deduct from the salary of members of the Association an amount of money sufficient to pay their dues in the Association, the National Education Association, and the Colorado Education Association. TSD further agrees to deduct an equal amount of money from the salaries of teachers who are not members of the Association provided said non-members notify TSD Human Resources Office in writing of their desire to have such an amount deducted. All money deducted as a result of the foregoing shall be transmitted to the Association on a regular monthly basis.
 - a. The Thompson Education Association will pay a fee of \$400 for the processing of membership deduction and reports to the TSD by December 1 of each year.
 - b. Deductions referred to above will be made in equal installments each month for which payroll authorization is effective – October through the next succeeding August.
 - c. TSD will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th prior to the distribution of the payroll from which the deductions are to be made.
- 5-1-2. The Association will furnish the Board with a dues deduction form properly signed by the member.
 - a. The Thompson Education Association is charged with all membership decisions.
- 5-1-3. A member of the Association who resigns from the Association effective during the school year, and who has authorized dues deduction through payroll deductions, will continue to have the balance of dues deducted from his/her paycheck until the next enrollment period if there is sufficient amount to do so after other deductions of legal priority have been made. Any member of the Association whose employment with TSD is severed prior to the end of the academic year and who has authorized dues deduction through payroll deductions shall only have the pro-rated amount of dues deducted from his/her final paycheck.

- 5-1-4. On November 1 of each year the Board will provide the Association with a list of those employees who have authorized the Board to deduct dues under the provisions of this Article. The Board will notify the Association monthly thereafter of any changes in this list.
- 5-1-5. The association will be given time during new teacher orientation to present Association membership benefits to the entire group.
 - a. An explanation of Association benefits will be presented for no more than 45 minutes. Teachers may opt out after the first 10 minutes.

5-2. **Association Leave**

- 5-2-1. The Thompson Education Association shall be granted release time of up to 30 days for selected members to attend the Colorado Education Association Delegate Assembly and other association-related activities. Thompson R2-J School District shall furnish substitutes for these members. The Association shall furnish the school district, in a timely manner, with the names of members who will be attending such activities. The Association will be responsible for reimbursing the school district at the current substitute rate if additional leadership training activities exceed days allocated.
- 5-2-2. TSD shall grant paid release time to any Association representative elected to a Colorado or National Education Association position provided that the Association causes TSD to be reimbursed at the current substitute rate of pay for the cost of hiring a substitute teacher, if such substitute is necessary.

On the approval of the Board, a teacher elected or appointed to a state or national representative position may be granted a leave for one term of that position. Upon return to TSD, the teacher will be assigned a comparable position with TSD, but not necessarily at the same level (elementary, middle school, high school) or the original building. The teacher shall receive no compensation, benefits, or movement on the Salary Schedule during said representative leave, but will retain teacher status.

5-3. **Use of School Facilities**

- 5-3-1. As the exclusive representative of the negotiating unit, the Association shall have the right to use school facilities for Association business as a non-profit adult group. A yearly flat fee of \$1,000.00 will be charged to the Association. This fee will also include posting notices within buildings. The principal of a building where an Association meeting is scheduled shall be notified in advance of the time and place for the meeting. Such meetings shall be held where no conflict exists with the normal conduct of school activities.
- 5-3-2. The Association while permitted to deliver and receive materials through the school delivery service, electronic mail or fax system shall make every effort to send email through a non-district account. The Association shall be allowed the same delivery services furnished to school buildings.
- 5-3-3. The Association shall have the right to place notices, circulars, and other material relevant to the organization's business on a school bulletin board and in teachers' mailboxes.
- 5-3-4. Any TSD teacher who is a duly authorized representative of the Association shall be permitted to transact official business on school property. National and/or State Association officials may participate in educational programs, workshops, and related activities presented for Association members. Also, National and/or State Association officials may meet with individual teachers for consultation in regard to grievance procedures. The above activities may not interfere with normal classroom activity or normal operation of the school district, including its individual schools as determined by the principal and/or appropriate administrator.
- 5-3-5. It is agreed that teachers may participate in Association activities as long as it does not interfere with normal classroom procedure, as determined by the principal.
- 5-3-6. The Building Representative(s) shall be given an opportunity at faculty meetings for brief announcements or reports, with permission of the principal.

5-3-7. The Board shall provide the Association with up-to-date copies of the school district policies and procedures of the Board of the Thompson R2-J School District, and shall promptly provide copies of all revisions.

5-3-8. Principals shall provide each Association Building Representative a copy of any Teacher Handbook used in the Representative's building on request. Copies of all Teacher Handbooks used in the school district will be provided to the Association on request. The principal shall promptly provide copies of all revisions of each Handbook to the Association and appropriate Association Building Representatives on request.

5-4. **Availability of Data and Information**

5-4-1. Within ten working days after receiving a request for data, if possible, TSD shall provide the Association with pertinent and accurate information.

5-5. **President's Release Time**

5-5-1. TSD will support release time for the Thompson Education Association president as follows:

- A minimum of half time release for Association president with the Association reimbursing the district the cost of release time salary, PERA and insurance benefits of the elected president's scheduled salary position.
- TSD will retain the Association president on full salary, PERA and insurance benefit schedule for the duration of the contract.
- The Association president will receive all salary and step schedule increases with PERA and insurance benefit privileges as negotiated for the contract period.
- The Association will have the right to increase the release time president with the understanding that reimbursement of salary, PERA, and benefits to the district will reflect stated equivalent release of the elected president's schedule salary position. The Association will notify the district of any increase in release time no later than May 1st of each year.
- Additional days of leave will be granted provided they are mutually agreed upon by the Association and the Superintendent. The district will provide cost coverage for such days.

5-5-2. At the end of either the first or second year in office, the former Association president will return to the same or comparable full-time assignment within the same school building, if she/he so requests. Beyond a two-year period, the former Association president will be guaranteed a comparable full-time assignment at the same level (elementary, middle school, high school).

5-5-3. The Teacher Performance Evaluation will follow the same process that is used for all classroom teachers. It is understood that the Association president will miss more classroom time due to the nature of the position, and the Association President's Teacher Performance Evaluation will not be negatively affected by this unavoidable issue.

Article 6 – COLLABORATIVE DECISION MAKING

6-1. The Association and the Board of Education value increasing job-effectiveness, recognition and self-respect of staff through shared responsibilities at their workplace-through a well-designed school-based, collaborative decision-making process. A trust building and collaborative process involving the entire staff will be used at each site to develop its protocols for a decision-making spectrum which includes collaborative decision making. Collaborative decision making and collaborative processes are not meant to supersede managerial responsibility or employee rights, but to acknowledge teachers' need and ability to help shape their own activities. When teachers have ideas or concerns regarding specific issues, they should be brought to the attention of the principal and/or to site designed collaborative committees and/or processes. Collaborative decisions must conform to state and federal laws and regulations, board policy and other TSD parameters, and the Memorandum of Understanding. Exceptions can be made only through existing means of appeal (See Article 3-4).

Article 7 – NEGOTIATIONS SCHEDULE AND PROCEDURE

Procedures for Reopening Previous Year’s Compensation Agreement

The Board and the Association have agreed to the following process for considering whether to reopen the prior year’s compensation package in light of changing financial conditions.

- a. No later than February 1st of each year, the 2+2 Oversight Committee will meet.
 1. The purpose of this meeting will be to review the audited financial statement of the previous fiscal year and the October funded pupil count for the current year.
 2. After the 2+2 Oversight Committee analyzes the information, if the Funded Pupil Count (exclusive of charter schools) is 50 or more students in excess of the budgeted number, the 2+2 Oversight Committee will reopen the compensation negotiations.
 3. If negotiations are reopened, the 2+2 Oversight Committee will prepare a recommendation.
 4. If the decision is not to reopen the compensation, all monetary decisions will begin with the normal negotiations cycle.
 5. If the district outperforms the budget by \$1,000,000 or more against the budgeted projections, the 2+2 Oversight Committee will reopen the previous year negotiations.
- b. **Temporarily suspended for the 2020-2021 School Year due to COVID-19 Pandemic.** Notwithstanding that this is a two-year agreement, the parties agree to negotiate compensation annually during the term hereof. The parties shall commence compensation negotiations no later than March 1 of each year. The scope of discussions will include salary and related issues. 2+2 Oversight Committee will facilitate the negotiations which will culminate in one large group meeting.
- c. **Reopening Specific Topics. Temporarily suspended for the 2020-2021 School Year due to COVID-19 Pandemic.**

No later than the date that compensation negotiations begin, either party may initiate renegotiation of up to two other specific topics covered by this Agreement by presenting the other party a brief description identifying the nature of the concern. The parties may agree to negotiate additional items by mutual agreement. The parties will then meet, review the lists of reopener proposals, and jointly determine the negotiation agenda for the year.

Procedures for Negotiations

The negotiation process used will be the Interest Based Negotiation (IBN) process. By November 1 of any negotiating year during the term of this agreement the 2+2 Oversight Committee will meet to revisit the negotiation process and to review and develop the protocols of the negotiation process to be recommended for the current school year to the Board and Association. In formulating procedures, these representatives will recognize the needs of both parties and attempt to find solutions that incorporate the needs of both in a consensus contract development process.

- 7-1. The Board’s representatives shall meet with the Association’s representatives and shall negotiate within the scope as defined in 7-2 for the purpose of reaching agreements.
- 7-2. Written requests for negotiations between the Board and the Association may be submitted by either party on matters only to include teachers’ salaries, fringe benefits (including leaves), grievance procedures, negotiations procedures, and number of annual contract working days.
- 7-3. Items outside of the scope of these foregoing matters may be presented either by the Association or Board for consideration by the Professional Concerns Committee (hereinafter described).
- 7-4. The negotiations teams for the Association and the Board shall meet to discuss the Protocols and identify items for negotiations no later than March 1. Discussions will begin by the first week in March but not be held during Spring Break. These discussions will be held at times and places mutually agreeable to both parties. The date, hour and location of each meeting after the first meeting shall be established in advance. All negotiations will be completed by the second regularly scheduled school board meeting in May unless both parties mutually agree to extend the negotiations past this deadline.

- 7-4-1. The membership of the negotiations teams shall be established according to the established protocols. (See Table of Contents).
- 7-5. Either party may, if it so desires, use the services of consultants for the purpose of presentation of data or information related to topics under discussion. The consultants need not be employees of TSD. The party using a consultant is solely responsible for the presentation and the conduct of the consultant. Consultants are not to make proposals or counter proposals or to enter into active discussions at the table but may furnish rationale, legal background, financial or budgeting information. Any use of a consultant by one party automatically reserves the right for the other party to have a consultant of their choosing present information on the same item.
- 7-6. Both parties agree to negotiate with good will towards the other and within the confines of good faith.
- 7-7. If during the course of discussion, a mutually agreeable solution to an issue or issues under discussion is not reached, the Board or the Association, through their representatives, may submit those issues to Three on Three, mediation and/or fact finding. To prepare for Three-on-Three, mediation and/or fact finding (referred to below as "continued negotiation steps/processes) a list shall be prepared including all items tentatively agreed upon and those items to be submitted shall show the last position taken by each team. This list shall be signed by the spokesperson of both teams and presented to the Three on Three teams, mediator and/or fact finder. Such continued negotiation steps/processes shall begin no later than one week following regular negotiations. The current contract shall stay in effect as long as the above-mentioned negotiations steps continue.
- 7-7-1. Tentative agreements reached during negotiations will be put in writing in a Memorandum of Understanding and will have the conditional approval of both parties. Final agreement on any matter in negotiations is reached only when the parties have tentative agreement on all matters in negotiations. Tentative agreement by either party is necessarily conditional upon tentative agreement by both parties, and statements of the agreed upon articles shall be dated and initialed by both parties.
- 7-8. **Selection of Mediator**
- 7-8-1. **Three on Three Negotiations**
 - a. If no agreement is reached through the process of regular negotiations, Three-on-Three Intervention is a step/process that may be mutually agreed upon. Three members appointed by the Association and three members appointed by the Board shall meet in informal closed meetings for no longer than one week to attempt to resolve any issues remaining unresolved after previous negotiations. No additional items, not previously negotiated, shall be brought for discussion, or issues reopened which have had previous tentative agreement.
 - b. If settlement is reached, such settlement shall be made in writing and submitted to a short, reconvened session of the previously constituted negotiations teams for formal agreement and presented for ratification to the Association and the Board as outlined below.
- 7-8-2. **Mediation**
 - a. If the parties are unable to mutually agree upon a mediator within five days of the date that discussions were deemed to not be making progress, and the BOE and Association have mutually agreed to mediation, the parties shall jointly request the Federal Mediation Conciliation Service to assign a mediator or request the American Arbitration Association to submit simultaneously by certified mail, return receipt requested, to each party identical lists of the names of at least five persons skilled in mediating public school issues.
 - b. Each party shall have five days from the date on which such list is received to cross off any names to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a party does not mail the list within the time specified; all names which appear on the list shall be deemed acceptable to that party.

- c. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.
- d. If the parties fail to agree upon any of the person's names, or if those names decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.
- e. The format, dates, and times of meetings will be arranged by the mediator.
- f. The mediator will meet with representatives of the Board and Association either separately or together.
- g. The costs of mediation and for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- h. If settlement is reached, such settlement shall be made in writing and submitted to a short, reconvened session of the previously constituted negotiations teams for formal agreement and presented for ratification to the Association and the Board as outlined below.

7-8-3. **Fact Finder**

- a. If the BOE and the Association have mutually agreed to fact finding, a Fact Finder shall be selected in accordance with the procedures set forth in Article 7-9-2 above.
- b. The Fact Finder will have the authority to hold hearings and make procedural rules. All hearings by the Fact Finder shall be held in closed sessions and no news releases shall be made concerning progress in such hearings.
- c. Within a reasonable time not to exceed 30 calendar days after the conclusion of such hearings, the Fact Finder shall submit a written report to the Board and the Association only, which shall set forth findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
- d. Within five days after receiving the report of the fact finder, the negotiating teams will meet to discuss the report. No public release shall be made until after such meeting.
- e. If settlement is reached, such settlement shall be made in writing and submitted to a short, reconvened session of the previously constituted negotiations teams for formal agreement and presented for ratification to the Association and the Board as outlined below.

7-9. **Conduct of Mediation**

- 7-9-1. A tentative agreement in all matters in the Memorandum of Understanding is first subject to ratification by the Association. Following ratification by the Association, the tentative Memorandum of Understanding shall be submitted to the Board for ratification at an official meeting which shall take place within 15 days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified agreement.
- 7-9-2. If settlement is reached, such settlement shall be made in writing and submitted to a short, reconvened session of the previously constituted negotiations teams for formal agreement and presented for ratification to the Association and the Board as outlined previously above.
- 7-9-3. If no settlement is reached in these informal discussions, the current Memorandum then in effect shall expire on its expiration date unless both sides in the aforementioned informal discussions agree to extend it for one (only) additional calendar year from the expiration date.

Article 8 – CONFLICT RESOLUTION

8-1. In any organization there will be times when disagreements arise. It is the belief of the Board and the Association that most disagreements can be resolved through clear communications in a problem solving process. The Association and the Board believe that concerns are best handled at the level nearest the problem. To facilitate communication, informal and formal methods of conflict resolution have been adopted.

8-2. **Definitions**

8-2-1. The Problem Solving Process is a procedure for working through concerns or issues at the level closest to the concern. It is by design informal and specific to the problem.

8-2-2. A grievance is a written complaint that there has been deviation from or misinterpretation or misapplication of this Memorandum of Understanding.

8-2-3. The aggrieved shall be a teacher, or a group of teachers, under contract, or the Association.

8-2-4. Days used in both the Problem Solving Process and in the Formal Grievance Procedure shall mean working days as designated by the school calendar. By mutual agreement, days can be extended into any Board approved recess.

8-3. **General Statements**

a. Teachers are encouraged to bring all matters of concern to their respective principals at the building level for resolution.

b. The aggrieved may be accompanied by a TSD employee or appointed Association representative. The principal may be accompanied by another member of the administrative staff.

c. No teacher shall be disciplined or reprimanded for entering into the Problem Solving Process or the Formal Grievance Procedure.

8-4. **Problem Solving Process**

a. A Problem Solving Process shall be for the purpose of providing a forum for concerns to be discussed for possible resolution and shall be exercised prior to the initiation of any formal grievance procedure. If the concern is a MOU violation it may be grievable. The participants present in the forum shall be specific to the concern. While no specific number of participants will be indicated, it is understood that a representative balance of viewpoints is desirable. **The aggrieved's accompanying TSD employee may include but is not limited to the building AR, teaching partner, or representative from the Member Rights committee. The principal's accompanying other member of the administrative staff may include but is not limited to another principal, assistant principal, or district coordinator.**

b. Following knowledge of an act or condition which is the basis of the concern, the employee will provide the administrator with Appendix B form. A Problem Solving meeting will be scheduled within 7 working days of receipt of Appendix B. Problem Solving meetings can be extended beyond 7 days by mutual agreement but not to exceed 14 working days from original receipt of Appendix B. A written statement, written by the Administrator, as to the results or decisions made during the Problem Solving Process shall be signed by both parties and submitted to the Association and TSD within seven working days of the final meeting. Copies of the statement shall be sent to the Association and TSD for record keeping purposes.

c. Further remedies may include the Formal Grievance Procedure. A grievance can be initiated only after written results of a decision have been made.

8-5. **Grievance Procedure**

8-5-1. **Step One**

If the concern cannot be resolved through the Problem Solving Process, the concern must be stated in writing on the TSD grievance form and submitted to the appropriate level director. (Appendix D) This must be done within seven working days following the receipt of the written statement concluding the Problem Solving Process.

Not more than seven working days following receipt of the written concern, the appropriate level director shall respond in writing, on the form, to the aggrieved.

8-5-2. **Step Two**

If the aggrieved is not satisfied with the immediate level director's response, the aggrieved may appeal the concern and the level director's response to the **appropriate Executive Director** within seven working days after receipt of the response.

- a. The **appropriate Executive Director** shall meet with the aggrieved within seven working days after receipt of the written concern. Not more than seven working days following this meeting, **the appropriate Executive Director** shall respond in writing to the aggrieved.

8-5-3. **Step Three**

If the aggrieved is not satisfied with the appropriate Executive Director's response, the aggrieved may appeal the concern and the appropriate Executive Director's response to the Chief Human Resources Officer and/or Chief Academic Officer within seven working days after receipt of the response.

- a. **The Chief Human Resources Officer and/or Chief Academic Officer shall meet with the aggrieved within seven working days after receipt of the written concern. Not more than seven working days following this meeting, the Chief Human Resources Officer and/or Chief Academic Officer shall respond in writing to the aggrieved.**

8-5-4. **Step Four**

If the aggrieved is not satisfied with the **Chief Human Resources Officer's and/or Chief Academic Officer's** response, the aggrieved may appeal to the Superintendent **or designee** within seven working days. The Superintendent **or designee**, who may be accompanied by legal counsel, shall meet with the aggrieved within seven working days after the receipt of the written concern. The aggrieved may be accompanied by legal counsel and/or an Association Representative or other person appointed or approved by the Association to act on its behalf, including State or National Association Representatives. Not more than seven working days following this meeting, the Superintendent or designee shall respond in writing to the aggrieved.

8-5-5. **Step Five**

- a. If the aggrieved is not satisfied with the Superintendent's **or designee's** response, within seven working days, the aggrieved may request an arbitrator. The parties shall meet to select a mutually acceptable arbitrator. If unsuccessful, the parties will jointly request the American Arbitration Association to submit simultaneously to each party identical list of the names of five arbitrators who reside in Colorado. The party requesting arbitration will strike the name of one arbitrator first. Thereafter, the parties shall alternate until the name of one arbitrator remains. The person whose name thus remains will be the arbitrator of the issue or issues involved in the grievance.
- b. The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within 30 calendar days after the close of hearings, the submission of post hearing briefs, the submission of the transcript of the hearing, or in the event oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.
- c. All hearings held by the arbitrator shall be closed, and no news releases shall be made concerning such hearings.
- d. The arbitrator's report shall be simultaneously submitted in writing to the Board and the aggrieved employee, and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommendations on the grievance. The arbitrator's recommendation shall be consistent with the law and with the terms of this Memorandum of Understanding. The arbitrator's report shall be advisory only and binding neither on the Board nor the aggrieved employee.
- e. The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of this Memorandum of Understanding.
- f. If, at any time, either party disputes the ability to arbitrate any grievance under the terms of policy resulting directly from this Memorandum of Understanding,

such dispute may be submitted to arbitration in accordance with the procedures established by this policy.

- g. At the next regular Board Meeting after the receipt of the report of the arbitrator, the Board will review the report. No public release may be made until such review. Within five days of the Board's review of the arbitrator's report, either party may request to meet to discuss the arbitrator's report.
- h. The cost of the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the school district and the Association.
- i. The Board shall accept or reject, in whole or in part, the report of the arbitrator no later than 30 days after the meeting referred to above.
- j. Either party may arrange for a stenographic record to be taken of the hearing, or provide for the hearing to be recorded electronically. If a stenographic record is taken, a copy of the transcript shall be provided to the arbitrator upon the arbitrator's request. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, or seek access to such transcript, that party shall share equally the entire cost of making the stenographic record.

8-6. **General Provisions**

8-6-1. Rights of Teachers to Representation

Neither the Board nor any member of the Administration shall take reprisals affecting the employment status or working conditions of any teacher, Association Representative, or any other participant in the grievance procedure by reason of such participation.

8-6-2. Rights of Administration and Board Members to Representation

Neither any teacher, any Association Representative or the Association as a group, shall take reprisals affecting the working conditions of any Administrator or Board Member or any other participant in the grievance procedure by reason of such participation.

8-6-3. **Miscellaneous**

- a. No written or printed material dealing with the processing of a grievance will at any time become a part of TSD office personnel files of the aggrieved party.
- b. To facilitate operation of the grievance procedures, necessary forms for filing shall be on line. See Appendix B, for the form.
- c. If the grievance involves more than one building or more than one teacher, the Association may initiate the grievance at Step Three, after an informal hearing with the Superintendent. Any such grievance shall enumerate the individual teacher grievant and/or the specifics of each individual building grievance.
- d. It is the duty and responsibility for all administrators in whatever position in TSD to make every effort to administer and implement Board policy and procedures with fairness and equity, and with as much uniformity of application as possible.
- e. Teachers, whether individually, or by group, are encouraged to express any concerns or problems with regard to the above to the appropriate principal, executive director, or director for resolution.
- f. Those areas in the Memorandum of Understanding, including the Addenda, may be formally grieved under 8-5 Grievance Procedure, of the Memorandum.
- g. No teacher will be reprimanded or disciplined without cause.

Article 9 – LEAVES

Leave to Attend Conferences and Other Professional Activities

- 9-1-1. The Board believes that professional staff members need opportunities to keep abreast of current educational developments, especially those that will allow them to contribute more effectively to adopted goals and programs. Accordingly, all levels of district governance are expected to provide for staff development activities such as conferences, workshops, visitations, etc., that will further such goals and improve the education available to students. Each year, TSD will provide support, in the form of substitute teachers, for building or unit level staff development activities.

- 9-1-2. During the evaluation cycle, buildings/sites will be allocated professional days according to the following formula:
- Two days for each mentor who is working with a probationary teacher under the Induction Program. These days can only be used in the mentoring process. (Generally, the mentoring process is one year.)
 - An individual teacher, as a result of conferencing with the principal and/or evaluator, may use up to two days for individual professional development.
 - If the individual option is not selected as a result of conferencing between the principal and/or evaluator and the teacher, then 1 and 1/2 days will be placed in a general leave pool for their building/site. These days will be authorized through a collaborative process between the principal and teacher. Days of teachers with multiple building/site assignments will be allocated to the building/site with the highest percentage of their contracts.
 - If a teacher becomes unable to use the professional days agreed to in her or his growth plan, they will be converted into half days available in the building/site pool. Building/sites shall account for the use of their general leave pool each year following the procedures developed by Human Resources.
- 9-1-3. Fiscal guidelines for leave to attend conferences and other professional activities:
- Mileage costs are allowable according to guidelines established by the teacher's building or unit.
 - Procedure: A teacher requesting leave to attend a conference, workshop, or other similar activity must first request such leave from his/her principal or appropriate supervisor. Requests must be made in sufficient time prior to the event in order to process the application and get a substitute.

9-1. **Military Leave**

This Article has been moved to the Licensed Employees' Handbook (May 2018)

9-2. **Jury Duty**

This Article has been moved to the Licensed Employees' Handbook (May 2018)

9-3. **Political or Legislative Leave**

This Article has been moved to the Licensed Employees' Handbook (May 2015)

9-5. **Bereavement Leave**

- 9-5-1. Teachers shall be allowed up to 40 hours leave, with full pay for a death in the immediate family. See definition of "immediate family" on Section 2-18. Said leave is not cumulative and does not reduce other available leave. A teacher may use additional leave from any annual, accrued, or grandfathered days with approval from the Human Resources Department. Such additional leave must be for a death in the immediate family and shall be deducted from the teacher's accrued or annual leave. The building principal must be notified and the accrued leave be approved by the Human Resources Department. Part-time teachers shall be entitled to bereavement leave in the ratio that their service bears to full-time service.
- 9-5-2. In addition to the above, any portion of a day, up to and including 8 hours with pay shall be allowed for death in extended family or close friend.

9-6. **Annual Leave**

Mission and Goals

Our goal is to provide a system for paid leaves that best serves the needs of TSD employees while achieving the highest level of budget efficiency and student learning.

BELIEFS/ASSUMPTIONS

The following are the beliefs and assumptions that are central to the development and administration of this agreement:

- We believe that the most effective learning takes place in consistent, structured environments. The regularly assigned teacher can best provide this environment for students.
- We understand that personal needs vary and may necessitate flexibility in the administration of paid leaves.

- c. We recognize the importance of site-based decision making in achieving building and TSD goals.
- d. We believe that staff development is an integral component in establishing and maintaining successful, quality programs in Thompson, and we believe that staff development goals can be achieved through the conscientious planning and use of resources.

All hours stated in the definitions below are for full-time (1.0 FTE) teachers. Hours for teachers on partial contracts will be reduced proportional to the reduction in their contract (e.g. .5 contract entitles teacher to one-half the hours specified in the definitions).

9-6-1. Definitions for Annual Leave Policy

- a. Annual leave: 72 hours available to teachers each year to be used at the professional discretion of the teacher for illness or personal business. Eight hours from the 72 hours can be applied to a Sick Leave Bank, at the discretion of the teacher.
- b. Accrued leave: up to 360 hours from annual leave not used in previous years, which may be used for illness and/or FMLA qualifying event only. In unique circumstances, including immediate family illness (Section 2-16), teachers may request the use of accrued leave for other purposes from the Human Resources Department. Upon retirement, all accrued leave hours will be reimbursed at 50% of the current sub rate.
- c. Available leave: the total hours of both accrued and annual leave up to a total of 432 hours. Each July, the teacher will receive 75% of the hourly substitute rate in lieu of any accumulated leave hours in excess of 360 hours. Non-probationary teachers upon retirement, separation (excluding termination) or participation in an approved severance plan will be reimbursed at 50% of the current sub rate for all available leave days.
- d. Grandfathered leave: up to 120 additional unused leave days beyond the 45 accrued days, acquired prior to the end of 1992-93. To be used for extended long-term illness or accident-related injury (personal or of an immediate family member), as verified by a physician's statement, when available leave days have been exhausted. Upon retirement, termination or participation in an approved severance plan, all grandfathered leave days will be reimbursed at 50% of the current sub rate.
- e. Extended illness leave allows a teacher to reimburse TSD, up to 45 days, at the actual cost of the substitute teacher rate (which includes PERA and Medicare costs and the specific daily rate, i.e., standard or retiree rate) when that teacher has exhausted his/her available leave and Grandfathered days and cannot access days through the Sick Leave Bank. This can be done only with the approval of the Chief Human Resources Officer.

9-6-2. A teacher currently performing services under an employment contract may be absent from work without losing salary subject to the following conditions:

- a. Each teacher contracted for the regular school year shall be granted 72 hours of annual leave with pay each contract year. Annual leave with pay is earned at the rate of 8 hours for each month in which a teacher works one-half (1/2) or more of the working days in such month (annual leave is earned on a monthly basis beginning in September and ending in May); provided, however, that the regular school year allowance of 72 hours of annual leave with pay shall be available to each teacher at the beginning of each contract year. Unused accrued leave may be accumulated to a limit of 360 hours, any part or all of which may be used during any given school year.
- b. Available leave will be reduced each year by the number of hours used.
- c. Available leave may be used without loss of salary up to the maximum entitlement.
- d. After five (5) consecutive work days of absence on the part of the teacher, the Board shall have the authority to inquire into the nature and anticipated duration of the leave. Teachers are encouraged to provide appropriate medical information, which will be treated confidentially. Additionally, the Board, at its own expense, may require an examination by a physician of the Board's choosing.

- e. Absence from employment attributable to a teacher's pregnancy and childbirth shall be treated like any other illness.
- f. Licensed employees who are on an unpaid leave are not eligible to accrue any additional leave, salary increment or retirement benefits and must pay all group insurance premiums if they wish to continue their benefits. If they fail to pay, their benefits shall terminate.
- g. In the event that a teacher resigns or a teacher's contract is terminated for cause during a school year, any balance of annual leave advanced and used, but not actually earned, shall be charged to the teacher upon termination.
- h. When a teacher's contract is interrupted by a Board approved leave of absence, the teacher shall have the option of having the dollar amount advanced for any annual leave used but not earned deducted from the teacher's final pay or in the event the deduction is not fully made from the final pay, repay TSD the advanced but unearned leave in a separate payment as requested in writing by TSD. The final pay is calculated and paid (if wages are due) in accordance with the timelines of the established regular pay cycle and following board approval of the leave of absence.

9-6-3. Teachers on consecutive temporary contracts may accrue annual leave. This policy will be retroactive to those teachers currently on a temporary contract.

NOTE: For absences related to injury covered by Worker's Compensation, refer to Paragraph 9-8-1.

9-7. **Personal Leave of Absence**

9-7-1. Upon approval of the Board, any teacher who has served a minimum of four consecutive years (including his/her current contract year) may be granted up to a one year leave of absence for purposes or activities approved by the Board. The Board may approve up to a two-year leave of absence for employees who request a foreign position related to their current educational assignment if a two-year commitment is required. The employee shall receive no compensation, benefits or movement on the salary schedule during said leave of absence but will retain teacher status. The Board reserves the right to grant up to a one year leave of absence for health reasons to probationary teachers. The end of any personal leave must coincide with the end of a quarter.

9-7-2. Requests for Personal Leave of Absence shall be submitted in writing to the Chief Human Resources Officer at least 30 days prior to the leave date. (Please use Appendix O – Request for Personal Leave Form.) Exceptions to this deadline may be considered by the Board.

9-7-3. If teachers are on an approved leave of absence concluding at the end of a school year, they shall notify Human Resources by March 1 regarding their intent to return to their assignment the following year.

9-8. **Personal Injury Leave – Worker's Compensation Benefits**

9-8-1. The primary source of compensation leave shall be the indemnity payment from the workers' compensation section of the division of workers' compensation of the Colorado Department of Labor and Employment or insurance carrier as determined by state law. The employee will use available paid leave to cover the first three days of unpaid, work-related injury leave. Paid leave is defined as annual, accrued, grandfathered leave or vacation. If the work related absences are compensable, as determined by the Colorado Revised Statute 8-42-103, regarding disability indemnity payments and length of disability, the employee will be credited back that portion of the employee's paid leave. However, under no circumstances shall an employee be allowed to receive more than an amount equal to their weekly wage when combining the indemnity payment from workers' compensation and district paid leave benefits. Where the average daily rate for employees working less than 260 days and being paid over 12 months is less than 66 2/3% of regular wages, the employee shall be permitted to use available paid leave time to supplement indemnity payments from the workers' compensation carrier to reach the 66 2/3% of actual loss wages during contract or assignment days.

9-8-2. The Board shall have the right to have such teacher examined by a physician designated by the Board to assist in determining the length of time the employee is temporarily unable to perform duties, and that the disability is attributable to the injury involved.

9-9. **Child Care Leave**

- 9-9-1. Any licensed employee of the TSD may request voluntary child care leave upon compliance and in accordance with the following:
- 9-9-2. At least 30 days prior to the date upon which the employee intends to request that his/her leave of absence commence, said employee shall give his/her building principal written notice of his/her intent to commence such leave of absence on the above date. The principal shall forward this notice to the district Office.
- 9-9-3. The end of any childcare leave must follow guidelines of the Family and Medical leave Act (See Policy GBGF/GBGF-R). These provide that TSD may require employees who wish to return from FMLA leave during the last three weeks of the semester to delay returning to work until the next semester if:
- a. They have taken three or more weeks of any category of FMLA leave five or more weeks before the end of the semester.
 - b. They have taken FMLA leave for a child, spouse, or parent.
 1. For two or more weeks within the last five weeks of the semester; or
 2. For five or more days within the last three weeks of the semester.
- 9-9-4. Childcare leave for probationary teachers may be granted for a period not to extend beyond the termination of the current school year in which the childcare leave commences. No such childcare leave shall affect the right of the Board to decline or refuse to renew the contract of a probationary employee.
- 9-9-5. For teachers with four consecutive years of service (including their current contract year), childcare leave may be granted for a period not to exceed one year in addition to the remaining portion of a year during which childcare leave commences.
- 9-9-6. All childcare leave shall be granted without compensation, and annual leave benefits are not available during the childcare leave. Annual leave, salary increments, and retirement benefits do not accrue during the period of childcare leave. Employees on childcare leave will retain benefits for the partial year service rendered prior to the commencement of the childcare leave.
- 9-9-7. All licensed employees who have been granted childcare leave of absence shall be entitled to return to duty on compliance with the following:
- a. Assignment upon return to duty shall be appropriate to the qualifications of the employee, but not necessarily to the same position held prior to commencement of the leave of absence.
 - b. Provided, however, nothing herein contained shall entitle a probationary teacher to return to duty or to be entitled to a new contract for the school semester following the school semester in which child care leave commenced, when the Board has refused or declined to renew such employee's teaching contract for proper legal reasons unrelated to reasons for the child care leave.
- 9-9-8. Subject to the above regulations, early return to duty and the date thereof may be recommended to the Board by the Superintendent.

9-10. **Sick Leave Bank**

The Thompson Education Association has established a Sick Leave Bank, which is open to teachers, administration and exempt staff excluding staff members who are participating in the 110 Transition Program. The term teacher in MOU, Article 13-8-5 (f) a Transitional Teacher will NOT be eligible for the sick leave bank or the donate-a-day program. Employees on 110 Transition will not be asked to complete an OPT OUT form and will not be automatically enrolled, due to the status of the 110 contract. The term teacher in items "a" through "n" below will include those groups during this period of time. The Sick Leave Bank will operate with the following guidelines:

- a. All teachers, administrators and exempt staff (excluding 110 participants) will be automatically enrolled in the Sick Leave Bank unless the teacher completes and returns the approved opt out form in the prescribed timeline (Section 9-10 c. and g).
- b. Benefits of the Bank will be restricted to the personal illness of a teacher who is a member of the Sick Leave Bank.

- c. The deadline for opting out of the Sick Leave Bank is October 1 of each year. Opt Out decisions will remain in effect for the duration of your employment unless you elect, in writing, to become a member of the sick leave bank during the open enrollment period (annually in September). The effective date of eligibility through open enrollment is October 1 (See Appendix N). Sick Leave Bank members will give 8 hours of their annual leave or their own FTE equivalency their first year of bank membership. In future years, the bank may require a donation of up to 8 hours.
- d. Teachers hired after October 1 will be given ten contract days from the date of contract approval to opt out of the Sick Leave Bank.
- e. Teachers will remain members of the Sick Leave Bank, and will contribute up to 8 hours per year as determined by the Sick Leave Bank Committee, unless the teacher submits the opt out form to withdraw from the bank during the open enrollment in September.
- f. Any hours remaining in the Sick Leave Bank at the end of the school year will accrue to the following year. By June 1, the Sick Leave Bank committee will determine if an additional assessment of hours is needed to replenish the bank for the following year.
- g. Teachers who have opted out of participation may not opt in at a later date within the contract year.
- h. Sick Leave Bank days will not be granted until a teacher has used all of his/her individual available and grandfathered leave hours.
- i. Responsibility for the operation of the Bank is vested in a Sick Leave Bank Committee, which will include the Association president or designee and one member from the administration/exempt staff participating in the bank.
- j. Application for benefits from the Bank will be made in writing on a form provided by the Thompson Education Association. The application must be accompanied by a doctor's statement specifying the nature of the illness, the days and extensiveness of treatment and the anticipated date of release for return to work.
- k. A maximum of 360 hours or 45 days of their FTE equivalent, each school year may be drawn by any teacher. For a recurring illness or a medical condition that requires periodic and consistent medical treatment of a severe disablement, Sick Leave Bank hours may be granted for all absences resulting from these condition without loss of pay.
- l. The Sick Leave Bank Committee will provide copies of requests for withdrawal of hours to the Human Resources Department quarterly. Financial Services will report hours in terms of days used to the Sick Leave Bank Committee.
- m. The Association shall report the status of the Bank to the Human Resources office at the end of each semester and school year throughout the duration of this Memorandum of Understanding.
- n. The Thompson Education Association agrees to save the Board and administration harmless from any action by any teacher, growing out of the operation of the Sick Leave Bank and assumes full responsibility for the distribution of the hours contributed once they have been transmitted to the Sick Leave Bank Committee.
- o. The 2+2 Oversight Committee will have authority to modify the Sick Leave Bank program.

9-11. **DONATE-A-DAY**

- 9-11-1. PURPOSE: Donate-a-Day is a way to help teachers who need additional hours(s) beyond their available leave hours to help an ill member of their immediate family (as defined in 2-18).
- 9-11-2. A teacher who has used all of her or his individual annual, accrued and grandfathered sick leave hours may apply for Donate-a-Day by requesting forms from the Benefits & Risk Management Secretary (Human Resources Department). The application asks for the name and relationship of the person for whom the teacher will be caring and includes a doctor's statement specifying the nature of the immediate family member's illness, its expected duration and the extensiveness of treatment.
- 9-11-3. The teacher or a designee will request that other employees donate a minimum of 2 hours and up to 16 hours each from their 72 hours of current annual leave for his/her use. Those who are willing will sign the collection form.

- 9-11-4. Teacher's participating in the 110 transition program are not eligible to receive hours; however, they may donate if they have hours available.
- 9-11-5. The teacher will return the application to the Benefits & Risk Management Secretary, who forwards copies to the Sick Leave Bank Committee and the Payroll Department. Completed collection sheets are returned to the Payroll Department prior to the monthly payroll cutoff date.
- 9-11-6. Any donated hours not used will be transferred to the Sick Leave Bank.
- 9-11-7. No teacher may donate more than 16 hours per year for this purpose.
- 9-11-8. Business Services will report hours used to the Sick Leave Bank Committee.
- 9-11-9. The Thompson Education Association agrees to save the Board and administration harmless from any action, by any teacher, growing out of the operation of the Donate-a-Day program.
- 9-11-10. The 2+2 Oversight Committee will have authority to modify the Donate-a-Day program.
- 9-12. **Family and Medical Leave**
This Article has been moved to the Licensed Employees' Handbook (May 2018)
- 9-13. **Leave Related to Domestic Abuse**
This Article has been moved to the Licensed Employees' Handbook (May 2018)

Article 10 – INSURANCE BENEFITS

- 10-1. TSD will provide a group medical, dental, long-term disability and life insurance programs for all teachers who wish to participate in such programs.
- 10-2. The Thompson Education Association shall appoint four teachers, the Classified Staff Advisory Council shall appoint three classified staff employees, and the Superintendent shall appoint two administrators, one to be a principal, to a Joint Insurance Committee (JIC). Committee member terms shall be for up to three years and staggered to assure continuity.
 - 10-2-1. The Superintendent or his designee shall serve as co-chairman of the committee. The other co-chairman will be selected from teacher representatives. A secretary shall be elected from the membership.
 - 10-2-2. The JIC shall meet at least quarterly. At the conclusion of each meeting the secretary shall issue a written report to all employees regarding all action taken by the committee
 - 10-2-3. The JIC shall recommend to the Board, through the Superintendent:
 - 1. Desired qualifications of a broker/consultant
 - 2. Insurance specifications (e.g., deductible amount, and other coverage limitations)
 - 3. Alternative insurance financing plans (e.g., self-funding, self-insurance and trusts).
 - 10-2-4. The JIC shall also be responsible for:
 - 1. Working jointly with the Negotiations' Compensation Committee on improving communications and education related to health care costs, wellness and alternative benefit structures.
 - 2. Examining changes in the policy coverage period.
- 10-3. The Board shall make the final decision regarding the selection of the insurance carrier(s). All rights and privileges as owner of the policy(s) shall be reserved by the school district.
- 10-4. TSD agrees to pay to the insurance carrier(s) for the school year **2020-2021**, an amount equal to 100% of the individual premium for Preferred Provider Organization (PPO) Option V medical, dental, life and disability insurance for each full time employee. (Individual employees may choose to purchase a higher level of medical benefits through the PPO Option IV for an additional premium).
- 10-5. Teachers whose contracts call for half time or more service will have a pro rata share of the current individual premium paid by TSD.
- 10-6. The premium for a spouse or dependents of a teacher will be paid by salary deduction from the regular salary of the teacher.
- 10-7. Failure of a full time teacher to complete the carrier-approved application for participation in the medical and dental insurance programs within thirty (30) calendar days of their hire date shall result in enrollment in TSD provided insurance plan.

- 10-8. Failure of a part-time teacher to complete the carrier-approved application for participation in the medical and dental insurance program within thirty (30) calendar days of their hire date shall constitute a waiver of the right of the teacher to these benefits. Employees working at least a 50% assignment will be enrolled in TSD's life insurance benefit.

Article 11 – FLEXIBLE SPENDING ACCOUNTS PROGRAM

- 11-1. All teachers will be eligible to participate in the flexible spending accounts program. This flexible spending accounts program must be in compliance with the current tax laws and state regulations, and will include, but not be limited to, a dependent day care expense option and a miscellaneous medical, dental and vision expense option. New teachers will be eligible starting with the first payroll date after their employment. This program requires an annual, written enrollment or waiver. The pre-tax programs (insurance premiums and flexible spending accounts) plan year is July 1 through June 30. All teachers will be provided the opportunity to enroll, change, or waive their choice of options on an annual basis, prior to July 1. Such change will be effective in accordance with the I.R.S. guidelines.
- 11-2. Following are the available salary reduction options. Teachers may use any combination of these options. Total salary reduction limits are defined by IRS regulations and included in the TSD Flexible Spending Accounts Program documents.
- a. Employee's Portion/Family Health Insurance Premium
 - b. Employee's Portion/Family Dental Insurance Premium
 - c. Single/Family Vision Insurance Premium
 - d. Qualified Medical, Dental and Vision Costs (for employee and eligible dependents)
 - e. Qualified Dependent Day Care Costs
 - f. Qualified American Fidelity Assurance Company supplemental insurance plans
- 11-3. Responsibility for monitoring the Flexible Spending Accounts Program is vested in the Joint Insurance Committee described in Article 10, Section 2.
- 11-3-1. A summary of third party administrator activity and financial reports to TSD, as well as pertinent TSD records, shall be reviewed by the Committee on a semiannual basis. On an annual basis, the Committee will review documents presenting the net cost advantage or deficit derived from administration of the plans.
- 11-3-2. Any money forfeited under the plans which remain following offset of any deficit incurred for administration of the plans shall be used for employee related activities and expenditures. If the forfeited funds or the accumulation of the forfeited funds are greater than \$5,000, the Committee shall request approval for specific use(s) of these funds from the Board.

Article 12 – PAYROLL ARRANGEMENT FOR TEACHERS

- 12-1. Teachers shall have the option of receiving their payroll checks in either ten equal monthly installments (September-June) or 12 equal monthly installments (September-August). In their first year of employment only, teachers who sign their contracts prior to August 10 may opt to receive their payroll checks in 13 equal monthly installments (August-August). Teachers who choose to participate in TSD transitional 110/110 retirement program will be paid in 10 monthly installments.
- 12-2. By April 1 of each year, the Human Resources Department shall notify all teachers of the procedures they must follow if they wish to change their pay plans. Teachers who want to change their choice of the 10 or 12 month pay plan must pick up the change form from the Thompson payroll department and return it no later than May 1 of each year for implementation the following September. No change will be permitted during the course of the teacher's contract year. Teachers completing their first year who fail to make a selection will default to a 12 month pay plan. Once an option has been selected, it will remain in effect until such time that the teacher properly notifies the Payroll Department on a change form.

- 12-3. The Association agrees to save the Board of Education and administration harmless from any action, by any teacher, growing out of this option and assumes full responsibility for its operation.
- 12-4. All payroll checks will be distributed on the 27th day of the month by direct deposit to individual accounts. If the 27th is a holiday or weekend, the funds will be deposited on the last banking day prior to the 27th. Teachers who have not yet arranged for direct deposit will have their checks put in the city mail on the 27th of the month or the last banking day prior to the 27th.
- 12-5. On the last working day of each month, TSD will forward amounts withheld from teacher paychecks for voluntary tax sheltered annuities directly to the annuity companies and/or PERA. Any changes (in either amount of agent selected) must be submitted to the payroll office no later than the Friday before the 15th of the month. Any changes received after this date will not be processed until the following month.
- 12-6. Summer payroll checks will be mailed to recipients meeting requirements for establishing mailing addresses and not on duty during the summer.

Article 13 – TEACHER COMPENSATION

- 13-1. The parties agree to the following salary schedules A and B for the contracted year, notwithstanding changes referenced in Article 7.
- 13-2. Placement of returning employees after separation from TSD:
 - a. Employees with less than twelve years of experience steps – LAST STEP EARNED ON SALARY SCHEDULE B.
 - b. Employees with more than twelve years of experience steps – STEP 12 OF SALARY SCHEDULE B.
 - c. Employees who have been involved in a RIF reduction in the previous two years – LAST STEP EARNED.
 - d. The last step earned is defined as the step a teacher would have been placed on if he/she had remained as an employee.
 - e. Returning probationary teachers must fulfill three consecutive school years of demonstrated effectiveness, as determined through his/her performance evaluations and continuous employment to gain non-probationary status.
 - f. Teachers having earned non-probationary status in Thompson R2-J district may request non-probationary status upon returning to TSD.
- 13-3. Horizontal steps (columns) will be allowed on September 1, **2020** for the **2020-2021** school year only, according to the current Regulations of Teacher Salary Schedules A and B.
 - a. In order to be eligible for vertical (step) advancement, a teacher must have been under contract a minimum of one semester of the previous school year and received an effective or highly effective at the time of their final evaluation rating. Any teacher on an improvement plan, at the time of their final rating, as a result of the evaluation process will be excluded from the salary advancement available to other teachers and will be frozen at his/her current salary level for the entire following school year.
 - b. The percent of contracted FTE does not restrict a teacher’s ability for vertical or horizontal movement.
 - c. Hours needed to advance horizontally as indicated on either salary schedule A or B may be semester hours of graduate level college or university credit earned from an accredited college or university (quarter hours are converted to semester hours at the rate of 2/3 credit for each hour earned).
 - d. Hours may also be achieved by successfully completing approved TSD sponsored courses, including, but not limited to, TIC, induction, standards, licensure, technology, assessments. Each semester credit will require 15 hours of class time.
- 13-4. **National Board Certifications/Licenses**
 - a. Teachers who receive a national certification/license in a specialized discipline may receive a \$500 annual stipend during the validity of the certificate/license if he/she meets the following criteria:

- b. Certification/License must be in addition to the teacher's current Colorado Professional Teacher License.
 - c. Certification/License is not a requirement for receiving a Colorado Professional Teacher License.
 - d. Certification/License is recognized by other states as a valid/transferrable certification/license.
 - e. Certification/License must be authorized to receive a stipend by the Thompson Teacher Negotiations process.
 - f. Certification/Licensure must be from a program that requires:
 - 1. Three years of teaching experience prior to applying.
 - 2. Proof of outside hours while in the program.
 - 3. A portfolio of work while in the program, and
 - 4. Written assessments.
- 13-4-1. Proof of a teacher's National Board Certification/License must be presented to Human Resources by September 1 of each year in order to receive the \$500 stipend.
- 13-4-2. Certification for Speech Language Pathologists
- a. Speech Language Pathologists who receive a Certificate of Clinical Competency (CCC) from the American Speech Language and Hearing Association (ASHA) may receive a \$225 annual stipend during the validity of the certificate if he/she meets the following criteria:
 - b. Certification must be in addition to the teacher's current Colorado Professional Teacher License.
 - c. Certification is not a requirement for receiving a Colorado Professional Teacher License.
 - d. Certification is recognized by other states as a valid/transferrable certification.
 - e. Certification must be authorized to receive a stipend by the Thompson Teacher Negotiations process.
 - f. Proof of the current Certificate of Clinical Competency must be presented to Human Resources by September 1 of each year in order to receive the \$225 stipend.
- 13-5. **Performance Management Incentive**
- Teachers may participate in performance management incentive (PMI) with single year basic compensation above the teachers' salary schedules. The continuation of PMI from non-reserve funds will be a function of Human Resources. For the school year a minimum amount of \$150,000 will be available for PMI.
- 1. In addition to the teacher's salary schedule and extra duty salary schedule in Article 13, teachers may participate in performance management in which additional compensation is earned and paid on single year basis at the conclusion of the year in which it was earned.
 - 2. All teachers receiving an overall effective or highly effective final evaluation are eligible to participate in the performance management incentive (PMI) program in the following year.
 - 3. Payouts to PMI participants will be in June and will be reported as salary for PERA purposes.
 - 4. The identified PMI criteria can be found on the district's intranet site.
- 13-6. **Mandated Professional Development (Condition of Employment)**
- Professional Development is an important element of education. The Association and the BOE recognize that teachers should have the opportunity to engage in quality professional development. If TSD wide professional development, in any area, becomes a condition of employment, TSD will pay the agreed upon daily rate for mandated professional development (with exception to professional development agreements made during the current contract year) outside of the school day. Mandated professional development will provide learning that translates into the classroom. Mandated professional development will be offered at a variety of times to meet the needs of the professional. A test up/test out option will be mutually developed and offered. Teachers will be given the option to take mandated professional development during the school day, or for commensurate credit, or the agreed upon daily rate of pay (see Appendix E).

13-7. **Pay for In-house Class Coverage**

Teachers will be paid at the rate of \$**6.76**/quarter-hour (\$**27.03**/hour) as per the Human Resources guidelines in Addendum B when they voluntarily cover another teacher's class because no substitute coverage is available, or (at the elementary level) when a teacher loses plan time because of another staff member's absence. This form is available on the District Intranet. (The daily rate is based on step 4, column 1 of Salary Schedule B)

13-8. **Severance**

- a. The severance plan described in Attachment 12 will be offered for those teachers on Single Salary Schedule A only.
- b. Employees who wish to participate in the severance plan must complete the form and return it to Human Resources by the first Monday in February of each year.
- c. Dollar savings to TSD will be calculated as follows:
(CURRENT SALARY + PERA) – (PAYMENT OF 20% OF CURRENT SALARY + 20% OF SICK LEAVE PAYMENT) + (REPLACEMENT TEACHER AT BA30 STEP 3 + PERA)
- d. Individuals participating in severance will receive 100% of their final year's base salary (not to exceed \$58,414 plus computation of eligible leave) paid in equal installments over a five-year period and need to meet the other criteria as listed in Attachment 12.

13-9. **110 Transitional** Retirement Plans for the **2020-2021** school year.

- a. 110 Transition Retirement Plan eligible for severance.
- b. 110 Transition Retirement Plan not eligible for severance.

13-9-1. The Transitional Retirement Plan is an optional benefit that retiring licensed teachers *may select as an alternative to or in addition to the current TSD severance plan.*

13-9-2. The Transitional Retirement Plan allows an eligible licensed teacher to postpone receiving severance payments for one year TO WORK a maximum of 110 additional days in the same calendar year and 110 days in the next calendar year following sign-up for the Transition plan. (The 220 maximum total working days allowed would be adjusted downward to match the actual negotiated contract.)

13-9-3. Teachers are eligible for the Transitional 110 Retirement Plan and not eligible for severance if they:

- a. Will be receiving PERA during the transitional 110 year and
- b. Have 10 but less than 15 years of service to TSD
- c. Have an acceptable evaluation in the year in which they sign up for the plan

13-9-4. In addition to receiving PERA benefits a transitional teacher who signs up for the Transitional Retirement Plan will:

- a. Be paid at the same per-diem rate, less the cost of PERA and Medicare of his/her last year of service prior to retirement on a 10-month schedule.
- b. Receive any TSD payments for which they are eligible, including any payments for grandfathered days and unused leave days. Payment for these days will be made after completing work during the transition year. The first severance payment will be made on August 27, of the transition year.
- c. Continue to have the option (based on meeting certain insurance eligibility factors*) of Retiree, COBRA, or PERA health insurance including a PERA subsidy.

13-9-5. In addition, a transitional teacher will:

- a. Be eligible to receive a first monthly PERA retirement check beginning with the month following the last contracted school day of the year prior to beginning the Transition 110 program.
- b. At a minimum have a partially effective rating.
- c. Been an 'at-will employee' (any appeal of evaluation will be continued only through the Human Resources level)
- d. Receive four annual leave days (2 per semester in lieu of the nine annual days non-probationary staff are allocated each year). However, 110 transitional participants will not be reimbursed for these 4 days at the end of the year, if they have not been used. Unused days will be donated to the sick leave bank.
- e. Have their per-diem pay docked for any additional days absent, except for absences covered by board policy GBGK (Staff Legal Leave) and board policy GBGI (Staff Military Leave).

- f. NOT be eligible for the sick leave bank or the donate-a-day program – Employees on 110 Transition will not be asked to complete an OPT OUT form and will not be automatically enrolled, due to the status of the 110 contract.
 - g. Remain eligible for PMI.
 - h. Be assigned to the same building in which he/she worked in the year prior to the transition, following all rules and regulations found in the Memorandum of Understanding.
 - i. Be assigned the same FTE as assigned in the year prior to the transition. (Only exception is if beneficial to the site and TSD, agreed upon by the teacher, and previously approved by Human Resources).
 - j. Be eligible for bereavement leave subject to board policy GBGJ, Staff Bereavement Leave.
- 13-9-6. Individual insurance premiums, per the negotiated agreement, will not be paid for transitional teachers.
- 13-9-7. In the event of a catastrophic illness during the 110 transition year, please see Addendum C for options.
- 13-10. **2020-2021 Salary Schedules A and B**
- 13-11. **2020-2021 Extra Duty Salary**
See Attachment 10 for Extra Duty Salary Schedule Rubric.

2020-2021 Licensed Salary Schedule A

185 Day Contract

Step	B00	BA15	BA30	MA	MA10	MA20	MA30	MA40	DOC
1	34,310	35,408	36,577	38,551	39,668	40,701	41,393	41,806	42,558
2	35,340	36,469	37,672	39,708	40,858	41,924	42,633	43,062	43,835
3	36,398	37,566	38,803	40,898	42,084	43,180	43,912	44,352	45,151
4	37,492	38,691	39,967	42,126	43,348	44,476	45,230	45,682	46,506
5	38,616	39,851	41,166	43,390	44,648	45,810	46,586	47,053	47,901
6	39,774	41,048	42,402	44,692	45,987	47,183	47,986	48,465	49,337
7	40,968	42,278	43,673	46,033	47,367	48,599	49,424	49,919	50,817
8	42,197	43,547	44,983	47,413	48,787	50,057	50,908	51,416	52,343
9	*	44,854	46,334	48,835	50,251	51,559	52,434	52,959	53,913
10	*	46,200	47,724	50,301	51,757	53,107	54,007	54,548	55,530
11		47,585	49,155	51,810	53,310	54,700	55,628	56,184	57,195
12		49,012	50,630	53,365	54,910	56,340	57,296	57,868	58,910
13		50,483	52,149	54,965	56,558	58,031	59,016	59,606	60,679
14		51,999	53,712	56,615	58,253	59,771	60,787	61,394	62,498
15			55,324	58,312	60,001	61,563	62,608	63,236	64,373
16			56,986	60,061	61,803	63,410	64,488	65,133	66,306
17			58,694	61,863	63,657	65,314	66,421	67,088	68,295
18				63,720	65,564	67,274	68,415	69,100	70,345
19				65,633	67,533	69,291	70,467	71,173	72,454
20				68,329	69,559	71,370	72,582	73,309	74,629
21					71,791	73,659	74,909	75,660	77,022
22					71,791	73,659	74,909	75,660	77,022
23					72,868	74,764	76,034	76,795	78,177
24					72,868	74,764	76,034	76,795	78,177
25					73,961	75,885	77,174	77,947	79,350
26					73,961	75,885	77,174	77,947	79,350
27					75,070	77,024	78,332	79,117	80,540

*Steps 9 & 10 in Column 1/BA00 are available only to teachers who held contracts in 2001-2002 with Thompson School District and are paid as shown below.
Adjusted with base salary increases 2016-17 / 2017-18 / 2018-19/2019-2020
 Step 9 Col 1/BA00 \$42,821
 Step 10 \$44,104

Salary schedule regulations can be located in the MOU, Appendix K.

***Based upon the 2011-2012 negotiations agreement: As of September 2011, steps 23, 25 and 27 in columns MA10/BA60, MA20, MA30, MA40, and DOC have been added and will have a compensation increase of 1.5% at each of those steps.

**Based upon the 1990 negotiations agreement: As of September 1995, steps 15-20 in column 2 (BA 15) and steps 18-20 in column 3 (BA,30) are no longer available. Employees already on these steps will be compensated as shown below.
Adjusted with base salary increases 2016-17/2017-18/2018-19/2019-20
 Step 20 Col 2/BA15 \$57,954
 Step 20 Col 3/BA30 \$59,566

Article 14 – EXTRA DUTY SALARIES

14-1. Experience Credit

14-1-1. Any person moving from an assistant coach/sponsor position to a head position in the same sport or activity or any middle school coach/sponsor moving to a high school position in the same sport or activity shall receive one year of credit for every two years of experience in the former position. In the same manner, coaching experience outside TSD can be awarded up to ten years for placement on the extra duty schedule.

1 or 2 years – Step 1

3 or 4 years – Step 2

5 or 6 years – Step 3

7 or 8 years – Step 4

9 or 10 years – Step 5

14-1-2. Any person moving from a head/coach/sponsor position to an assistant position in the same sport or activity or any high school coach/sponsor moving to a middle school position in the same sport or activity shall receive one year of credit for each year of experience in the former position.

14-2. Compensation for Post-Season Activities

14-2-1. Coaches, marching band directors, and Knowledge Bowl sponsors whose teams/bands participate in post-season athletic contests or the state band competition beyond the regular season or league/district tournaments (state qualifying tournaments) shall receive a percentage of the regular season salary (one week's extra-duty salary) for each week that a team is involved in state competition. For individual sports, a school must qualify at least one participant into the state tournament for the coaches to receive one extra week's pay. In team sports, any that qualifies for a post season tournament will receive one or more additional week's pay. The length of the regular season will be determined by TSD athletics manager, using the starting and ending dates of the formal seasons, as determined by the CHSAA.

Knowledge Bowl sponsors whose teams qualify for the state Knowledge Bowl in May will receive extra compensation limited to two additional weeks of pay based on the sponsor's current placement on the salary schedule.

Article 15 – DEPARTMENT CHAIRPERSONS

15-1. Department Chairpersons or Heads are selected by the secondary school principals or directors as appropriate. The number of Department Heads shall be determined by the Board of Education upon recommendation of the Superintendent. The recommendation shall be based upon one (1) or more staff members required to constitute a department. The total number of team leaders at the middle level is determined by the projected number of enrolled students for the upcoming year. One full team leader position is provided for every 100 students (rounding down from 50 and up from 51). The number of team leaders is adjusted annually. A minimum of five (5) team leaders will be provided for every school should enrollment projections be less than 451.

15-1-2. Department Chairs with departments of one or two will be placed on level 8 with their appropriate step.

15-2. Subject Areas

15-2-1. The composition of departments in each secondary school shall be determined by the needs of said school. The usual departments are Language Arts, Mathematics, Science, Social Studies, Applied Arts, Fine Arts, and the area of Health, Safety and Physical Education.

15-3. Duties

15-3-1. The major duties of the Department Heads are:

- a. Coordinate department operations.
- b. Provide leadership in curriculum development and instructional techniques.
- c. Recommend the ordering of materials, supplies, and equipment.
- d. Provide leadership during in-service activities.

Article 16 – WORKING CONDITIONS

16-1. Working Days in Contract Year

16-1-1. The number of working days for teachers will be as follows:

- a. 185 days for all teachers under contract with TSD; 173 of the 185 days will be student contact days. **For the 2020-2021 school year only, the reference to a 185 day contract has been reduced by two days to a 183 day contract.**
- b. In addition to the 185 days as a condition of employment new teachers (or teachers returning to Thompson after 5 or more years of absence) will be required to attend not more than 3 days of new teacher orientation and successfully complete the Thompson Induction Program.
- c. Due to the above conditions of employment listed, TIC credit will be awarded for the required Thompson Induction Program.
- d. **For the 2020-2021 school year only, teachers will attend four additional training days for the purpose of providing professional development to facilitate distance learning for students and educators in compliance with CARES Act regulations. Teachers will be compensated for these days at their contracted daily rate. Because these days are outside of the regular contract, annual leave is not available to cover these days.**

16-1-2. During the contract days prior to the arrival of students, teachers will have the equivalent of two full days of uninterrupted individual time to work in their classrooms. **For the 2020-2021 school year only, this is reduced to the equivalent of one and one half days.** The contract day prior to student arrival will be a full teacher work day. Traveling teachers should meet with their building principals to determine how these days will be shared among assigned buildings.

2020-2021 THOMPSON EDUCATOR NETWORK (TENS WEEK)

Monday, August 3, 2020	Tuesday, August 4, 2020	Wednesday, August 5, 2020	Thursday, August 6, 2020	Friday, August 7, 2020
New Teacher Orientation	New Teacher Orientation	New Teacher Orientation	Training TBD TRAC	Training TBD TRAC
Monday, August 10, 2020	Tuesday, August 11, 2020	Wednesday, August 12, 2020	Thursday, August 13, 2020	Friday, August 14, 2020
Furlough Training TBD TRAC	Furlough Training TBD TRAC	AM District PM Building	AM Building PM Teacher	AM Teacher PM Teacher

The Transitional Reopening Advisory Committee (TRAC) will publish a schedule for the additional training days no later than July 31. For a full description of TRAC’s responsibilities, see the tentative agreement for question 2 of the negotiations for 2020-2021.

16-1-3. Personalized Time

- a. Personalized Time will provide teachers an opportunity to personalize the work associated with the teacher quality standards. Teachers may decide how to utilize this time to best meet the needs of students. Education Camp will be offered as an opportunity during this time.

2020-2021

- October 9, 2020
- January 4, 2021
- February 25, 2021 (am)
- May 14, 2021

16-1-4. **Parent Teacher Conference**

- a. Parent Teacher Conference days will support the teacher and building in providing opportunities for families to learn about their students' growth, work, and successes.

2020-2021

October 15, 2020

October 16 (Teacher Exchange)

February 25 (pm -bldg. time)

- ♦ Schools may use this time for parent/teacher conferences.

February 26, 2021

16-1-5. **Wednesday Building Time**

The intent of this time is to bring staff together on a consistent basis to better meet the needs of our students, staff, building, and district. The use of this time will be determined using the Site-Based Shared Decision Making Model (SBSDM) and should be communicated to the staff no later than the last day of August.

Meetings during this time could be but are not limited to building specific initiatives, celebration, collaboration time, committees, cross content/like content, department/team, just-in-time training, mentor/mentee, personalized time, PLCs, updates, etc. This is not intended to be an exhaustive list, but rather examples to which buildings may refer when making decisions.

16-2. **Full Time High School Teacher**

- 16-2-1. Due to changes in graduation requirements at the state level, a full time high school teacher will teach 12 sections to provide additional learning opportunities for students. Each year a full time high school teacher may request to exchange one teaching section for an intervention/duty section. Every effort to honor these requests will be made.

16-3. **Duty-free Lunch Time**

- 16-3-1. Each licensed employee with a contract above 50% shall have scheduled an uninterrupted and duty-free lunch period of not less than thirty minutes. The individual staff person may choose how to use his/her time. Exceptions can seek approval through Human Resources and the Association.

16-4. **Planning Time**

- 16-4-1. All teachers shall have scheduled planning time within the scheduled student day, described below. Variations may be made through mutual agreement. Plan Time is defined as that time within the student contact day intended for teachers and/or teams to complete meaningful tasks related to instruction and learning. If the need arises, principals may hold brief meetings to communicate vital and timely information. When principals or teachers want to meet with individual teachers during a planning period for the purpose of discussing or preparing for classroom observations, evaluations or other job related matters, they should attempt to find a mutually acceptable time for such meetings. Teachers may volunteer to meet with an instructional coach or other colleague during their plan time, but may find it more convenient to meet before or after school.

a. **Elementary Level Plan Time**

1. At least 300 minutes per week in a five-day week will be scheduled for elementary school teachers.
2. Elementary recess time may not be considered part of the 300-minute weekly planning time.
3. Elementary plan time will be in at least a 30-minute block of time.
4. Travel time will not count as planning time.
5. A full-time specials teacher is 24 sections with 300 planning minutes, if additional time exists it may be assigned for teaching or duty. (See Staffing Guidelines, 21-6-e and Appendix E)

b. **Middle Level Plan Time**

1. At least 390 minutes per week in the daily schedule.
2. Each team will mutually establish time within the allotted plan time to provide opportunities for all stakeholders to be involved in collaboration.

3. A teacher assigned a continuous block of time scheduled at the middle of the school day which includes a lunch period in excess of thirty minutes, shall be expected to use such excess time for planning or preparation time, except that teachers assigned to more than one school shall be given necessary travel time between schools in addition to at least a thirty-minute duty free lunch period.
4. An individual teacher may choose to agree to modifications of the above provisions.
5. Full-time teachers who travel will receive at least 390 minutes of planning in addition to travel time.

c. **High School Level Plan Time**

1. At least 440 minutes per week in a five-day week will be scheduled for high school level teachers.
2. A teacher assigned a continuous block of time scheduled at the middle of the school day which includes a lunch period in excess of thirty minutes, shall be expected to use such excess time for planning or preparation time, except that teachers assigned to more than one school shall be given necessary travel time between schools in addition to at least a thirty-minute duty free lunch period.
3. An individual teacher may choose to agree to modifications of the above provisions.
4. Full-time teachers who travel will receive at least 440 minutes of planning in addition to travel time.

d. **Traveling Teacher Plan Time**

1. All traveling teachers shall submit the form in Appendix E per directions on the form.
2. Situations (where planning time is not met) will commence at Step 2 of the grievance process.

16-5. **Less than Full Time Positions (.50 to .99 Contracts)**

16-5-1. Teachers' planning and duties shall be dealt with in an equitable manner.

16-5-2. **Elementary Schools**

All teachers are expected to be in their buildings for their 8-hour work day.

- a. Elementary classroom assignments are calculated as a proportion of time compared to the full time school hours (8 hours including a 30-minute duty free lunch).
- b. A full-time specials teacher is 24 sections with 300 planning minutes, if additional time exists it may be assigned for teaching or duty.

16-5-3. **Middle Schools**

All teachers are expected to be in their buildings for their 8-hour work day.

- a. Middle school classroom assignments are calculated as a proportion of time compared to the required full time school hours (8 hours including a 30-minute duty free lunch).

16-5-4. **High Schools**

All teachers are expected to be in their buildings for their 8-hour work day.

- a. High school classroom assignments are calculated as a proportion of time compared to the required full time school hours (8 hours including a 30-minute duty free lunch).

16-5-5. Less than full time teachers (.50-.99) and part time teachers (.04-.49) are required to have a proportionate amount of plan time and duty time (e.g. – 72% teachers should have .72 of a plan period and .72 of a duty period in addition to their .72 teaching assignment).

The following information is provided to assist in planning for and contracting less than full time employees.

- a. The principals and the teacher must work together to complete and submit Appendix E form that shall be retained in Human Resources and a copy given to the teacher.

- b. Traveling teachers should be allotted an additional .05 FTE in their contract if their schedule takes them to more than two buildings.
 - c. Non-probationary teachers who are currently a .5 FTE or more cannot be reduced in pay or FTE percentage unless they agree to a change.
- 16-5-6. Less than full time or part time teachers are expected to perform their job and attend all meetings that are within the time frame of their contract day. Meetings outside their normal work schedule shall carry the following expectations:
- a. Teachers will attend Induction Classes as required.
 - b. Back to school night is required of all teachers.
 - c. Teachers should schedule parent conference proportionate to their contract to fit within the time scheduled for their site(s).
 - d. For building or district meetings outside the normal work schedule, building administrators will determine whether the teacher's attendance is required. If the district requires their attendance, TSD will pay the teacher a minimum of **\$27.03** per hour. If the building requires their attendance, the building will pay the teacher a minimum of **\$27.03** per hour.
 - e. For all teachers, compensation for building/district work, state/district initiatives, special task forces and district mandates worked on during the summer shall be compensated through the following teacher options:
 - Pay at the minimum rate of **\$216.24** per day – at a minimum of **\$27.03**/hour (The daily rate is based on step 4, column 1 of Salary Schedule B)
 - OR
 - Thompson Incentive Credit (see attachment 4) OR
 - College Credit if available.
- All options must be preapproved through Attachment 4. An initiative is a research-based approach or program with a specified outcome, a defined timeline, allocated resources and provisions for sustainability. An effective initiative leads to change in practice and aligns with the organization's strategic plan.
- 16-5-7. A formal plan outlining planning, duty and travel will be filled for each less than full time and/or traveling teacher. See Appendix E.
- 16-6. **Educational Encouragement**
- 16-6-1. Teachers are encouraged to participate in activities designed to advance professional preparation. These may include college and university course work, conferences, seminars, internships and other similar activities. In order to support these activities, leave time to attend conferences is available (See Article 9-1).
- 16-7. **Ownership of Professional Materials**
- 16-7-1. The Thompson School Board and the Thompson Education Association mutually agree that lesson plans and other instructional materials developed by staff members for use in TSD will be considered as co-authored by TSD and the staff members involved. TSD and staff members will be credited as co-authors. TSD will not be charged for use of the materials. Any published work will follow copyright laws.
- 16-8. **Professional Staff Time Schedules**
- 16-8-1. Teachers are recognized as professionals and may utilize non-contact time in a flexible manner, including absences from their assigned buildings. As professionals they are expected to arrange such absences in advance with their principal so that he/she will be adequately informed and can let them know of any circumstances that would make the proposed absences inappropriate. Because of unforeseen circumstances, if it is not possible to make arrangements in advance, the teacher will adequately inform the principal or designee of the circumstances and sign out of the building with the appropriate designee.
- 16-8-3. Recognizing the need for staff involvement at certain activities and special projects, scheduling may be modified by agreement between the staff and the administrator. Flexible work hours, if requested, are to be established with mutual understanding between the staff members and their supervisors.

Article 17 – TEACHER FILES

- 17-1. A teacher, as a person in interest under the law (C.R.S §24-72-204, regarding inspection of public records), shall have access to his/her district office and building personnel records, other than letters of reference concerning employment.
- 17-2. Access to the record of a teacher or person of interest shall be permitted within two days on the request of the teacher.
- 17-3. No materials relating to the evaluation of a teacher's performance, including but not limited to evaluation as outlined in School Board Policy GCOA and GBJ, Thompson R2-J, shall be placed in any file without knowledge of the teacher as evidenced by his/her signature. Such signature shall not necessarily indicate agreement with its content, but only that it has been read and acknowledged by him or her. A refusal by the teacher to sign such material within five working days may be interpreted as insubordination. The teacher shall have the right to answer any material filed within twenty (20) school days after signing said materials, and his/her answer shall be attached to and filed with such material.
- 17-4. Teachers shall be permitted to reproduce, at their own expense, any material in their files to which they have legal access.
- 17-5. TSD shall eliminate derogatory material which is five years old or older from active employees' personnel files upon the written request of the employees so long as removing such material does not interfere with the safety, physical and moral well-being of children. Formal summative evaluations are not included in material to be eliminated. TSD shall have the responsibility to make the decision as to whether the material is germane and needs to be retained.

Article 18 – PROFESSIONAL CONCERNS COMMITTEE

- 18-1. A district Professional Concerns Committee (PCC) is hereby created, in order to improve communications among teachers, administrators and the Board, to **collect information about rising topics of concern related to learning & working conditions; to approve variances of district policies, procedures & practices; to direct topics of greater concern to appropriate departments, committees or the Board; to recommend critical questions to negotiations on an annual basis.**
 - 18-1-a. **PCC will consider focused charges from negotiations.**
 - 18-1-b. **These changes will be evaluated annually during negotiations for continuing actionability and effectiveness.**
- 18-2. Any teacher or administrator may submit an item for discussion by the PCC, using the form provided. Concerns should be multi-building or global in nature. Forms will be reviewed by the 2+2 committee and referred either to the PCC or the appropriate staff person.
- 18-3. The PCC shall consist of seven members appointed by the Association and seven members appointed by the Board, for a total of fourteen (14) members. The members shall include the Superintendent of Schools and Association President, who shall preside jointly.
- 18-4. The Committee is to meet regularly at a time it establishes. Special meetings may be called by the Superintendent and the Association President.
- 18-5. The Committee may appoint temporary subcommittees for study or other purposes as it may deem appropriate.
- 18-6. The Professional Concerns Committee is not intended to replace curriculum study committees or any other committees established or to be established for special purposes.

Article 19 – TEACHER EVALUATION

- 19-1. A mutually developed teacher evaluation system will be implemented by TSD. Final approval of any evaluation system shall rest with the Board.

19-2. Probationary teachers shall be evaluated fairly and in the same manner as non-probationary teachers.

19-3. Probationary teachers whose performance does not meet evaluation standards must receive a written improvement plan to remediate performance. This plan may not extend beyond the end of the current school year in which the plan was developed. No such plan shall affect the rights of the Board to refuse to renew the contract of a probationary teacher.

19-4. **Purpose and Guidelines of the Appeals Process for Non-Probationary Staff**

- a. The purpose of this appeals process is to provide a system for resolving problems with regard to the content of non-probationary teacher evaluations.
- b. The teacher may use the appeals process in regards to their evaluations with the following exceptions. This process may be used only by those teachers whose evaluations indicate overall ineffective or partially effective Final Effectiveness Rating.
- c. Upon receipt of the Final Effectiveness Rating of partially effective/ineffective the teacher will have fifteen (15) calendar days to file the appeal of their rating, and the process is to be completed in forty-five (45) calendar days. These time requirements may be waived by mutual agreement of the teacher and the district.
- d. The teacher is permitted only one appeal per year, per Final Effectiveness Rating of ineffective or partially effective.
- e. The appeal process shall be the final determination in regard to the Final Effectiveness Rating and the loss of non-probationary status after a second consecutive Final Effectiveness Rating of ineffective or partially effective.
- f. A teacher filing an appeal shall include all grounds for the appeal within an evidenced-based document or portfolio of evidence, which may include, but not limited to: example lesson plans, student assessment data, student work samples, communications, summaries of training implementation, video and photos, and evidence of leadership in the building/district/state/national settings. Any grounds not raised at the time of the written appeal is filed shall be deemed waived.
- g. The grounds for an appeal shall be limited to the following:
 1. The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the final Performance Evaluation Rating that was assigned; (e.g. an observation was never completed or feedback was never shared with the teacher);
 2. The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for who the teacher was not responsible).
- h. Any documents and/or proceedings related to the appeal process shall be confidential.

19-5. **Steps in the Appeals Process – Year 1**

Level 1: The teacher discusses any differences he/she has with the evaluator with association representation, if requested, regarding the substance of his/her evaluation within fifteen calendar days of receiving the Final Effectiveness Rating. Upon receipt, a written response from the evaluator will be provided to the teacher within seven calendar days.

Level 2: If disagreements with the Final Effectiveness Rating are not resolved at Level 1, then the teacher may submit any evaluation substance concerns in writing to the Chief Human Resources Officer within seven calendar days.

- a. The Chief Human Resources Officer shall meet with the aggrieved within seven working days after receipt of the appeal. The teacher will receive a written response from the Chief Human Resources Officer within 31 calendar days regarding the final decision.

19-5-1. **Steps in the Appeals Process – Year 2**

Level 1: The teacher discusses any differences he/she has with the evaluator with association representation, if requested, regarding the substance of his/her

evaluation within fifteen calendar days of receiving the Final Effectiveness Rating. Upon receipt, a written response from the evaluator will be provided to the teacher within seven calendar days.

- Level 2: If disagreements with the Final Effectiveness Rating are not resolved at Level 1, then the teacher may submit any evaluation substance concerns in writing to the Chief Human Resources Officer within seven calendar days.
- a. The review panel shall serve in an advisory capacity to the superintendent. The superintendent shall be the final decision-making authority in determining the teacher's Final Effectiveness Rating.
 - b. The review panel shall be comprised of equal numbers of teachers and administrators, with no more than six panel members, total. The Association will appoint the teacher members of the review panel. The superintendent will appoint the administrators of the review panel.
 - c. In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the superintendent if the panel is not able to reach unanimous consent.
 - d. If the superintendent determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the teacher shall receive a "no score", shall not lose his or her non-probationary status and be eligible for salary movement per Appendix K. However, if in the following academic school year the teacher receives a Final Effectiveness Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the teacher shall be subject to loss of non-probationary status.
 - e. If the superintendent determines that a rating of ineffective or partially effective was not accurate, the teacher's final Performance Evaluation Rating will be changed to reflect that determination.
 - f. The teacher will receive a written response from the superintendent within 31 calendar days regarding the superintendent's final decision in determining the teacher's final Performance Evaluation rating.

Article 20 – PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

20-1. General Principles

- 20-1-1. Changes in job status are a sensitive area and TSD should make efforts to treat teachers respectfully while fulfilling its need to assign them where they will best serve the interests of the schools. Opportunity for personal contact should be a component of TSD reassignment and transfer procedures. Teachers should learn of job opportunities or changes in their status as soon as possible so that they may plan their lives accordingly. Though some administrative transfers and reassignments are unavoidable, TSD will seek to keep them to a minimum. They shall not be used for punitive or disciplinary action.
- 20-1-2. The Superintendent, or his designee, is delegated the authority to assign all employees to their duties. When special licenses, requirements, school program needs or training are deemed necessary for filling a position in a school, employees possessing or satisfying them shall be assigned there. No employee shall be placed into a position for which he/she is not qualified through CDE highly qualified standards, certification or licensure of specific authorization.
- 20-1-3. Personnel shall be assigned to positions where they best contribute to the total educational program.
- 20-1-4. Copies of contracts of less than 100% (partial contracts) and contracts involving assignments in multiple buildings shall be sent to and monitored by the appropriate executive staff member, after conferring with the principals involved. In all other instances, the principal shall have the responsibility for specific assignment in his/her school. Whenever possible, partial contracts and split assignment contracts shall be continuous blocks of time. All transfers shall be approved by the Board. (See Appendix E for required form)

- 20-1-5. The assignment of a teacher to a specific building will not imply permanent assignment to that building.
- 20-1-6. All in-district probationary and non-probationary applicants who are licensed and meet the minimum job requirements for a teaching vacancy shall be interviewed by the principal of the school at which they are applying.
- 20-2. **Building Reassignment**
- 20-2-1. Reassignment shall mean a change of assignment within a teacher's current building.
- 20-2-2. The principal or immediate supervisor shall have authority to make a reassignment after discussing the proposed change with the affected teacher. Once the final decision has been made, the teacher will be notified as soon as feasible, preferably by May 15, and under normal circumstances, no later than the end of the academic year. If circumstances change after the academic year ends, notification will occur at least one week prior to the beginning of the new assignment whenever possible. (See Appendix E for required form)
- 20-2-3. Teachers already in a building shall be considered in filling building vacancies, if they are qualified and available at the time the vacancy occurs. Such vacancies will not be advertised outside the building until the principal or immediate supervisor has considered requests for reassignment.
- 20-2-4. Teachers shall be notified of all vacancies within their building when they occur through the school e-mail system.
- 20-2-5. Any probationary or non-probationary teacher (.5 – 1.0) who wishes a change in assignment within a building where he/she is currently assigned shall submit a written request for reassignment to the principal when a vacancy occurs. The principal shall announce and post a staff vacancy and confer with or interview all applicants and inform them in writing of his/her decision within ten working days after the initial posting. Teachers, who do not get the position, may ask for a personal conference to discuss the decision. The principal shall not be required to interview an individual teacher requesting building reassignment more than once in a school year.
- 20-3. **Teachers on Special Assignment (TOSAs)**
- 20-3-1. A teacher on special assignment (TOSA) is a teacher who is temporarily on leave from a building in order to carry out a special assignment in TSD or at the BOCES.
- 20-3-2. After an assignment of one or two years, a TOSA will be able to return to the same or comparable position within the same school building, if he/she so requests. Beyond a two-year assignment, the TOSA will be able to return to a comparable position with TSD but not necessarily at the same level (elementary, middle school, high school) or the original building.
- 20-4. **Voluntary Transfers**
- 20-4-1. A voluntary transfer shall mean a teacher-initiated change in assignment to another building.
- 20-4-2. The purpose of voluntary transfers is to promote personal growth and development and provide opportunities for advancement.
- 20-4-3. Filing a request for transfer shall be without prejudice to the teacher and shall not jeopardize his/her present assignment. A request may be withdrawn at any time prior to official confirmation that the transfer has been affected.
- 20-4-4. Voluntary transfer, if approved, shall be made effective at a time in the best interest of TSD.
- 20-4-5. A teacher must submit a transfer request to the HR department to be considered for an open position for which he/she is qualified.
- 20-4-6. The Department of Human Resources will send a list of employees requesting transfers to posted vacancies to the appropriate principals.
- 20-4-7. Applicants shall be interviewed by the principal of the school at which they are applying for a vacancy and shall receive written or verbal notice of the decision that has been

reached in a timely manner. The principal shall not be required to interview a candidate more than once a year who applies for similar positions within the school.

20-5. **Involuntary Transfers**

- 20-5-1. An involuntary transfer shall mean a district-initiated change in assignment to another building or an assisted transfer if the criteria are met (20-5). An involuntary transfer should not be used in place of a staffing overage (20-6).
- 20-5-2. Changing instructional requirements, workload conditions or other environmental changes in TSD may create a need to relocate personnel in order to maintain the quality of the educational program. Relocation shall be made only for good cause. The Superintendent will attempt to affect all involuntary transfers with the full cooperation of all parties concerned including the Association.
- 20-5-3. TSD should try to forewarn teachers likely to be affected by involuntary transfers. Teachers who will be transferred shall be personally notified before any general announcement of the staffing changes and shall be given details about their new assignments as soon as possible. They shall not be assigned without their consent to any position outside their areas of professional competence.
- 20-5-4. Involuntarily transferred teachers will retain all rights to subsequent voluntary transfer.
- 20-5-5. No discrimination because of race, creed, color, sexual orientation, religion, national origin, marital status, gender, age, disability or membership or non-membership in any group or organization shall be shown toward any employee in assigning him/her to a school, position or grade.
- 20-5-6. Generally, involuntary transfers may be made in any of the following situations:
 - a. When reassignment will provide a teacher who has received an overall ineffective or partially effective final evaluation rating report with a reasonable opportunity for improvement.
 - b. When a new school is opened, transfers may be made based on the needs of the school and the criteria below.
 - c. Where a teacher has specialized talents or training that could better serve the school system in a different assignment.
 - d. When the Superintendent deems circumstances make such transfers in the best interest of TSD educational program.
- 20-5-7. In deciding which teachers to transfer, the Superintendent should consider the following criteria:
 - a. Number of years of continuous licensed (teacher or administrator) employment in TSD.
 - b. Date employee started work under licensed (teacher or administrator) contract in TSD.
 - c. Years of previous employment under licensed (teacher or administrator) contract in TSD.
 - d. Years of previous employment in a licensed position, but not under contract (e.g., substitute) in TSD.
 - e. Years of total work experience in TSD.
 - f. Longevity in that building or assignment.
- 20-5-8. When changing needs of TSD make personnel relocation necessary, the Superintendent, or designee, will attempt to adjust with voluntary transfers before resorting to involuntary transfers.
- 20-5-9. The Superintendent, or his designee, and a representative from the Association will meet individually with the teachers who are to be transferred involuntarily to inform them of the transfer and the reasons that make it necessary. At this time, they will also receive formal, written notice of the transfer.
- 20-5-10. If the Administration feels there are two or more school assignments appropriate for an involuntarily transferred teacher, the teacher may designate an order of preference and the Administration will consider that designation in making the final assignment.

20-5-11. Teachers shall be notified in writing of any change in their assignments for the following academic year, including the schools to which they will be transferred, the grades and/or subjects that they will teach, and any special or unusual courses that they will have as soon as practical, preferably by May 15 and, under normal circumstances, no later than the end of the academic year.

20-5-12. Teachers will be assigned to positions for which they are qualified, unless this is impossible because of program changes or reductions in force. Should TSD determine that an alternative position is available the department of Human Resources will provide consult with displaced teachers on temporary licensure, alternative licensure, or avenues to achieve highly qualified status.

20-5-13. The Department of Human Resources will work with the Association on all involuntary transfers.

20-6. **Assisted Transfers**

20-6-1. Teachers who meet the criteria (below) will be reviewed by the Superintendent or designee, and the Association President. The teacher may request, in writing by March 1 an assisted transfer.

The criteria for teacher assisted transfer eligibility (must fulfill all criteria):

- Fifteen years in TSD
- Twelve years in the same position or building
- Last five years final rating of evaluations have all been acceptable (prior to the 2012-13 school year) and effective or highly effective (beginning with the 2012-13 school year)
- Must have applied for and interviewed to transfer to a position for which they meet CDE Highly Qualified Standards at least three times during the preceding five-year period.

20-7. **Building Staffing Overages**

20-7-1. The first priority shall be to resolve the staffing overage within the building or program where the problem originates. In order to accomplish this, building administrators are encouraged to work with the appropriate Director of Learning Services and Chief Human Resources Officer to use the following approaches (in descending order) to alleviate overages.

- a) Number of years continuous licensed (teacher or administrator) employment in TSD.
- b) Date employee started work under licensed (teacher or administrator) contract in TSD.
- c) Years of previous employment under licensed (teacher or administrator) contract in TSD.
- d) Years of previous employment in a licensed position, but not under contract (e.g., substitute) in TSD.
- e) Years of total work experience in TSD.
- f) Longevity in that building or assignment.

20-7-2. The least senior (District seniority) staff member qualified in the area of overage will be identified as the staff member to be transferred unless unique program considerations exist. In that event, these situations will be treated as exceptions to the rule and must be coordinated with the Department of Human Resources.

- a) The teacher(s) directly affected by the decision regarding the program needs recommendations will meet with the Department of Human Resources to review the party's options and preferences in an effort to reach a mutually agreeable decision which will resolve the staffing issue.
- b) The teacher's written request will include teacher's preference, current resume that includes qualifications, recent professional development and areas of CDE highly qualified standards.

- 20-7-3. The Mutual Consent Placement Team (MCPT) will consist of the hiring principal, the building association representative (or their designee), and at least one teacher selected by the faculty to represent them to provide input involving mutual consent placements. The faculty will determine the number of teachers to be selected from a department, grade level, or team. In the event that a faculty decides to have more than one representative, the faculty and the administration will collaboratively decide how many and which of those representatives will serve on the MCPT for individual mutual consent input.
- 20-7-4. The individual forced to transfer will be placed prior to any district-wide posting and hiring in that person's area(s) of license and qualification.
- 20-7-5. A teacher placed in a required placement assignment may pursue a voluntary transfer later in the hiring season according to standard voluntary transfer procedures.
- 20-7-6. Continuous employment shall not be deemed to have been interrupted during the period of any paid leave of absence, long-term unpaid leave of absence or unpaid military leave of absence which is granted by the Board. The period of any unpaid leave of absence (other than long-term unpaid leave or unpaid military leave) granted by the Board shall not be considered to be an interruption of continuous employment, but the time of such unpaid leave shall not be included in determining whether a teacher has accrued a school year for purposes of assignment to the criteria listed above.
- 20-8. **Mutual Consent Placement Team (MCPT)**
- 20-8-1. Each building will establish a Mutual Consent Placement Team (MCPT) for the purpose of making collaborative decisions regarding the proposed placement of any displaced employee(s) due to staff overage at another building into their building. For purposes of mutual consent, a displaced teacher is defined as any teacher whose entire FTE in a building is eliminated. Partial loss of FTE in a building and/or changes in assignment for specialists assigned by the district shall be considered a re-assignment and shall not be considered a displacement and removal subject to the mutual consent procedures.
- 20-8-2. The MCPT will consist of the hiring principal, the building association representative (or their designee), and at least one teacher selected by the faculty to represent them to provide input involving mutual consent placements. The faculty will determine the number of teachers to be selected from a department, grade level, or team. In the event that a faculty decides to have more than one representative, the faculty and the administration will collaboratively decide how many and which of those representatives will serve on the MCPT for individual mutual consent input.
- 20-8-3. The district will provide all members of the MCPT with such training so that they can discharge their duties appropriately and without bias.
- 20-8-4. The MCPT will provide advisement regarding the mutual consent placement, using the following criteria:
- a) The teacher has the minimum qualifications, academic preparation, and instructional practices needed to perform the duties for the position.
- 20-8-5. The teacher will be notified in writing within 24 hours of the decision on mutual consent placement with a copy to the Association and the Department of Human Resources. No representative on the MCPT will be adversely impacted due to their advocacy and service on the MCPT.
- 20-8-6. If a teacher does not secure a mutual consent placement at a building, the district will advise the teacher of the specific reasons why the teacher was not selected within two work days based on the Colorado Quality Teaching Standards. No teacher will be denied a mutual consent placement without just cause.
- 20-8-7. Priority Hiring Pool. A teacher who has not secured a mutual consent placement shall immediately be placed into a priority hiring pool. A teacher in the priority hiring pool needs to apply to the principal and to the district for any position(s) for which the teacher is interested, and holds the minimum qualifications. Teachers in the priority hiring pool will be given the first opportunity to interview for any vacant position, including temporary and limited term positions, for which the teacher meets the minimum qualifications. Applying and being hired in a temporary position will not necessarily

constitute a temporary contract unless the position is less than a 50% FTE. The teacher will be interviewed in an expedited manner by the MCPT using the procedures and criteria established for the MCPT. Teachers in the priority hiring pool will be considered prior to any posting, interviewing or hiring for the position by either internal or external candidates.

20-8-8. A teacher that does not secure a mutual consent placement remains a paid employee of the district. In the event that a teacher does not secure a mutual consent assignment, the Department of Human Resources will assign the teacher for one year only, to a building that has refused to agree to a mutual consent placement. Within one week of the notice of such assignment, the principal shall provide the teacher with a written plan that ensures all of the reasons for denying the mutual consent placement will be addressed through a systematic and comprehensive individualized professional development plan. Such plan will include, but not be limited to:

- a) All upcoming professional development opportunities that are available to the teacher;
- b) A statement describing in detail the resources that will be provided the teacher by the building and the district, both in terms of release time and funding that will ensure the teacher will be able to fully participate in such professional development opportunities without loss of planning time or compensation;
- c) Direct observation of the teacher's performance of at least thirty (30) minutes every other week that is preceded by a pre-observation conference;
- d) Written feedback, within two (2) work days of the observation, that expressly addresses reasons cited in the denial of mutual consent and whether there has been progress towards addressing identified deficiencies including concrete, specific suggestions for what changes must be made by the teacher to overcome the concerns;
- e) The principal shall hold a post observation conference with the teacher within two (2) work days of the teacher's receipt of the written feedback; and
- f) A written quarterly review and adjustment of the comprehensive individualized professional development plan to make such changes as will ensure the transition to a mutual consent placement at the building by the end of the year.

20-8-9. Hiring cycle" means the period of time during which the Board reviews the staffing needs of the district and acts to fill vacant positions, if any. The Board engages in two hiring cycles: first, when the Board projects and fills staffing needs for the next school year (between approximately March of the current school year and May of the following school year; and second, during May of the following school year through August of the upcoming school year.

20-8-10. Employees that are placed through the mutual consent process shall be entitled to return to their original building in the event that their full position or FTE becomes available at that building. This right of return shall expire at the end of the second hiring cycle.

20-9. **Reduction in Force**

A reduction in professional staff work force occurs whenever a non-probationary teacher will lose his/her employment contract due to a justifiable decrease in the number of district teaching positions. As soon as the Board determines that a reduction in force of teachers may be necessary for the following school year, the Superintendent shall as soon as practical, but no later than May 30 of the year preceding RIF (unless state and/or federal funding is not known by that time), present the rationale for such a reduction to the professional concerns committee for input and discussion prior to his recommendation to the Board.

The Board shall make every reasonable effort consistent with the need to maintain sound educational programs within the limit of available resources to give written notice by May 30 prior to the next school year before terminating a probationary teacher at the end of the employment period or a teacher otherwise on continuing contract or to give notice as soon as practical in the event a late notice of financial revenues available makes the May 30 notice impossible. Such notice shall specify the reason or reasons for termination of the contract.

It shall be the district's intention to meet reduction in force requirements insofar as possible first by normal attrition such as by resignations, retirements, leaves of absence and transfer of assignment.

The Board may cancel an employment contract with a teacher without penalty to the district when there is a justifiable decrease (i.e. financial, program reductions) in the number of teaching positions. TSD may experience staffing fluctuations in an individual building or district-wide because of:

- Decreased enrollment
- Decrease in the numbers of students selecting a given program
- Elimination of or changes in instructional programs
- Budget considerations
- Opening of new school(s)
- Closing of schools
- Boundary changes

The parties agree that this policy is in the best interest of students enrolled in the TSD.

20-9.1. **Procedure**

Should the District determine the need at any time for contract cancellations due to a reduction of position(s), the affected teacher(s) and the Association, will be notified of the conditions necessitating the reduction in force as soon as known before the anticipated reduction in force. The Superintendent or designee will furnish the Board and the Association with identical facts, figures and relevant data justifying the proposed reduction in force.

- 20-9-2. A RIF policy shall be jointly reviewed upon request by either party for possible clarification or modification. The policy will include an appeals process.
- 20-9.3. The District will make every effort to keep reductions away from classroom teaching positions.
- 20-9.4. The first priority shall be to resolve the staffing overage within the building or program where the problem originates.
- 20-9.5. Prior to considering a district-wide RIF, it may become necessary to non-renew probationary contracts district-wide in the affected level or assignment in order to provide a placement for the required transfer.
- 20-9.6. If it is not possible to alleviate the overage by transfer into an existing vacancy, the following criteria (in descending order) will be used to determine the order in which reductions in force will take place:
- a) Number of years of effective service is the total number of years served in a licensed teacher position for the TSD in which the employee was deemed to be performing at a level greater than unsatisfactory (prior to the 2012-13 school year) and effective or highly effective (beginning with the 2012-13 school year) through the final evaluation process used to determine performance levels at the time of the evaluation. The reduction in force will first consider teachers who have had no years of effective service and then those with effective service, starting with those teachers with the fewest number of years of effective service and ending with those teachers with the greatest number of years of effective service.
 - b) Number of years of continuous licensed employment in TSD.
- 20-9-7. The Department of Human Resources and the Association will participate in a joint presentation to share the information with the staff so all can be aware of the problem and can assist in generating solutions at which time the parties may explore encouraging voluntary transfer request and offering career counseling resources to impacted teachers.
- 20-9-8. A teacher placed in a required placement assignment may pursue a voluntary transfer later in the hiring season according to standard voluntary transfer procedures.
- 20-9-9. Continuous employment shall not be deemed to have been interrupted during the period of any paid leave of absence, long-term unpaid leave of absence or unpaid military leave of absence which is granted by the Board. The period of any unpaid

leave of absence (other than long-term unpaid leave or unpaid military leave) granted by the Board shall not be considered to be an interruption of continuous employment, but the time of such unpaid leave shall not be included in determining whether a teacher has accrued a school year for purposes of assignment to the criteria listed above.

Any professional teacher whose employment contract is canceled pursuant to this policy shall have the right to appeal such cancellation and to request a hearing before the Board to consider factual issues as well as questions as to reasonableness and preference. The right to a hearing must be expressly asserted by written request to the Board not later than ten calendar days after receipt of notice of cancellation.

For a period of two years following the reduction in force, when positions become available in a particular endorsement area where cancellation of teacher contracts occurred, such positions shall be offered to those teachers, with endorsement in that area whose contracts were canceled in the reverse order of cancellation. Furthermore, when positions become available in a particular endorsement area where a previously RIF'd teacher has become endorsed, such positions will be offered to those teachers in reverse order of cancellation. However, RIF'd teachers are responsible for following district guidelines to reapply for posted positions. Teachers who are offered re-employment under these circumstances shall have five calendar days from the date of receipt of notification to accept or reject the offer. Teachers rehired under these circumstances will be placed on their salary schedule at the step above their placement at the time of contract cancellation. If the offer is rejected by the teacher, further consideration for other openings shall be forfeited. The Association and Human Resources will develop and present a method of tracking effected staff.

Upon re-employment in accordance with this policy, sick leave benefits previously earned when employed by the district and not used shall be restored to such teachers.

Any teacher that is subject to a RIF under the provision of this policy shall have a letter placed in his/her file explaining the necessity for the action.

Article 21 – PROCEDURE ON CLASS SIZE/CASE LOAD

- 21-1. The office of instruction and each individual elementary building principal will monitor class enrollments on the basis of review of the weekly enrollment reports to the district office.
- 21-2. Recommendations for additional aide or teacher positions shall be made only after input from the teacher, principal and HR representative and consideration of such factors as available classroom space, budget limitations, availability of applicants, the number of positions approved by the Board, and other considerations that may be pertinent.
- 21-3. Recommendations for the addition of a teacher aide or the addition of a classroom teacher will be made by the appropriate director and the principal of a building, when the criteria for such actions are met, to the Superintendent. When a request is made to access FTE for adding positions, priority is given to K-2.
- 21-4. The Superintendent may authorize the employment of additional aides of teachers within the number of approved positions authorized by the Board when recommendations meet the established criteria for such action. When a recommendation is received which would result in exceeding the number of approved positions, the Superintendent shall report the matter to the Board and request approval of an additional position.
- 21-5. Principals may post anticipated openings after five consecutive school days, after getting approval from Human Resources.
- 21-6. For Special Education caseload procedures, see Addendum F.
- 21-7. Criteria for adding positions in the Elementary Schools:

Kindergarten

- a. When the kindergarten enrollment in any elementary school totals 25 students in each **class**, for a total of 50 students, (such enrollment level to be maintained for a minimum of two consecutive weeks), a third **class** of one kindergarten shall be created. An additional teacher will be assigned to that **class**, provided classroom space is available. (refer to 21-2)

When the kindergarten enrollment in a one round class is 25 students (such enrollment level to be maintained for minimum of two consecutive weeks on the weekly enrollment reports to the district office) an aide will be added. An additional teacher will be assigned when the class size reaches 30 provided classroom space is available. Target ranges for kindergarten class sizes are 18-22. (refer to 21-2)

If no additional space is available, a full time aide will be employed to assist the teacher(**s**) in both of the two sections assigned.

- b. If it is determined by the classroom teacher and building principal that special circumstances exist, the appropriate director may authorize assistance prior to the class size reaching maximum number listed above.

Grades 1-2

- c. The enrollment level for recommending that one aide is added for each two class sections at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 28 students (refer to 21-2) in each class section.

The enrollment level for recommending that a half time aide is added for a one round class at a grade level (such enrollment level to be maintained for minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 28 students (refer to 21-2) in the class. Target ranges for grades first and second class sizes are 22-26.

When an aide position is allowed under this criterion, the position shall be terminated or reassigned when the enrollment level total for both class sections declines (such enrollment level to be maintained for two consecutive weeks on the weekly enrollment reports to the district office) below 48 students.

- d. The enrollment level for recommending that one teacher is added for each two class sections at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 30 students (refer to 21-2) in each class section.

The enrollment level for recommending that one teacher is added for a one round class at a grade level (such enrollment level to be maintained for minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 30 students (refer to 21-2) in the class.

When a teaching position is allowed under this criterion, the position shall be reassigned when the enrollment level total for the three class sections declines (such enrollment level to be maintained for two consecutive weeks on the weekly enrollment reports to the district office) below 60 students.

- e. If it is determined by the classroom teacher and building principal that special circumstances exist, the appropriate director may authorize assistance prior to the class size reaching maximum number listed above.

Grades 3-5

- f. The enrollment level for recommending that one aide is added for each two class sections at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 30 students in each class section. (refer to 21-2)

The enrollment level for recommending that a half time aide is added for a one round class at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 30 students in the class. Target ranges for grades third through fifth class sizes are 24-30. (refer to 21-2)

When an aide position is allowed under this criterion, the position shall be terminated or reassigned when the enrollment level total for both class sections declines (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) below 48 students.

- g. The enrollment level for recommending that one teacher is added for each two class sections at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 34 students in each class section.

The enrollment level for recommending that one teacher is added for a one round class at a grade level (such enrollment level to be maintained for a minimum of two consecutive weeks on the weekly enrollment reports to the district office) shall be 34 students in the class.

When a teaching position is allowed under this criterion, the position shall be reassigned when the enrollment level total for the three class sections declines (such enrollment level to be maintained a minimum of two consecutive weeks on the weekly enrollment reports to the district office) below 60 students.

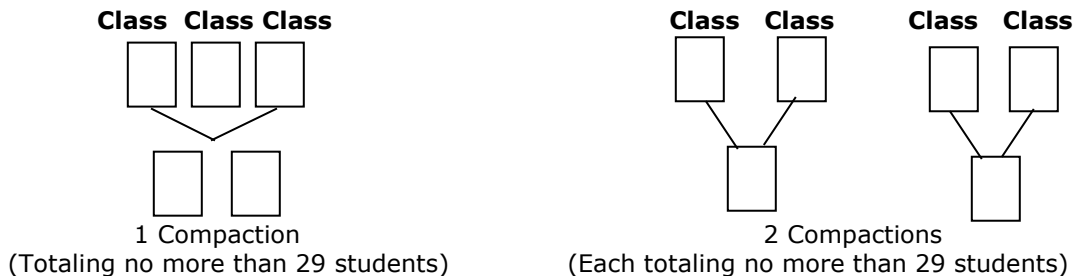
- h. If it is determined by the classroom teacher and building principal that special circumstances exist, the appropriate director may authorize assistance prior to the class size reaching maximum number listed above.

Art, Music, PE

- i. For the purpose of delivering elementary Art, Music and PE, a teacher will have no more than two compactions for Art, Music or PE in any one school year.

A compaction is when regular education classrooms are combined together for instruction in Art, Music or PE. This can occur when two classes are compacted to make one class; three classes combined into two classes or four classes combined into three classes, etc. The combined class should be no more than 29 students for the Art, Music or PE instruction.

Examples of Compaction:



- 21-8. Modification of staffing under this procedure shall be applied only within a single academic school year. Staff additions made during one school year does not carry over to the succeeding school year.

- 21-9. If an individual teacher feels that he/she has a class size problem which cannot be resolved under the present procedure, he/she may bring this problem to the attention of the building principal for resolution. If a satisfactory solution is not arrived at through this means, the concern can be brought to the attention of the Professional Concerns Committee.

Article 22 - CONCLUDING STATEMENT

- 22-1. The provisions of this contract shall become effective July 1, **2020**, and shall remain in effect until June 30, **2021**. Negotiations shall be reopened on or about **March 1** every **negotiating** year, to discuss mutually agreed upon issues. Subsequent agreements shall be effective July 1 through June 30 of any given fiscal year.
- 22-2. These policies and procedures are to be administered equally and consistently.
- 22-3. This Memorandum of Understanding represents the fundamental working agreements between the Thompson Education Association and the Thompson School District Board of Education. We have bargained in good faith based on each team's commitment to an underlying trust that would be violated if either team acted in an arbitrary manner concerning non-negotiated items of mutual concern.
- 22-4. This is to certify that the members of the teams representing the Thompson Education Association and the Board of Education, Thompson R2-J School District, respectively, do hereby agree to the foregoing Memorandum of Understanding.

6/23/2020

Date:



President, Board of Education



President, Thompson Education Association

CATEGORIES OF MEMORANDUM ITEMS

<u>CATEGORY</u>		<u>DESCRIPTORS</u>
I. Article		Permanent On-going Grievable
II. Addendum		Procedural language that refers to a specific Article of the MOU and is, therefore grievable.
III. Attachment		An agreement that cannot be entered into legally for multiple years or which the teams agree will not be changed except through the negotiations process. Attachments are not grievable.
IV. Appendix		Agreements between the Thompson Education Association and the Thompson School District Board of Education that are binding for the period of the current contract.
V. Charge		A task assigned by mutual agreement of the teams to a specific group or taskforce with instructions to report findings and/or recommendations to the Negotiations Oversight (2+2) Committee and charges are not grievable.
VI. Adjournment		Suspended for a time Temporarily removed Put off/delayed

ADDENDUM B – PAYMENT FOR IN-HOUSE CLASS COVERAGE

When teachers are absent, administrators will employ substitutes whenever possible. When substitutes are not available, teachers will be asked to volunteer for class coverage. In such cases they will be paid at a rate of \$**6.76**/quarter-hour (\$**27.03**/hour). Forms can be found on the intranet, under forms, financial – In-House Substitute Form. (The daily rate is based on step 4, column 1 of Salary Schedule B)

Elementary Only

In elementary buildings, plan time is sometimes provided by library clerks, school technology facilitators, counselors, and GT teachers. When elementary principals know in advance that a library clerk, school technology facilitator, counselor, or GT teacher who provides plan time will be absent, they should use their discretion to determine if it is more cost effective to hire a substitute for the day or pay teachers for their lost planning time. For example, if a library clerk only provides one hour of planning time in a day, it would be less expensive to cover the absence in-house.

The purpose of this process is to provide planning time for teachers. Paying teachers in lieu of providing a substitute solves the class coverage issue, but it does not solve the planning issue.

ADDENDUM C – IN THE EVENT OF A CATASTROPHIC ILLNESS DURING THE 110 TRANSITION YEAR

“Catastrophic Event Pertaining to the 110 Transitional Severance”

If during the transition year, the 110 Transition employee suffers a catastrophic illness or injury, the options below are available. A decision of which option best suits your needs must be submitted, in writing, to Human Resources, within twenty days of the onset of the catastrophic medical event.

1. Suspending your retirement and 110 transition and returning to regular teacher status: Benefits include the potential for additional annual leave and/or sick leave bank benefits and the opportunity to request severance in January (please remember that timing for insurance purposes is critical on this option). Insurance coverage would be effective on the first of the month, following 30 days of employment under the new assignment or change in status.
2. Retiring and terminating the 110 contract: Benefits include the opportunity to focus all your attention strictly on recovery without the added demands and expectations of work. PERA retirement benefits (pension amount and insurance coverage) remain the same.
3. Taking an unpaid medical leave for up to 12 weeks, (if eligible under the FMLA guidelines) then, if you're able, return to the 110 assignment and finish the school year: Benefits include allowing you time to make the decision to end your career on your own terms. PERA retirement benefits (pension amount and insurance coverage) remain the same.

* This will be attached to the 110 Severance form.

**ADDENDUM F – SPECIAL EDUCATIONAL SERVICES
REVIEW PROCESS FOR ADDITIONAL SUPPORT**

This Addendum has been moved to the Licensed Employees’ Handbook (May 2015)

ATTACHMENT 1 – COLLABORATIVE DECISION-MAKING GUIDELINES

This Attachment has been moved to the Licensed Employees’ Handbook (May 2018)

**ATTACHMENT 2 – CALENDAR CONSIDERATIONS
FOR PARENT CONFERENCES AND WORK DAYS**

Parent conference days will be scheduled in both the fall and the spring. All teachers will have a total of twenty-one hours of parent teacher conferences in a school year. Fourteen of those hours are in the fall and seven hours in the spring.

Seven hours during the fall semester will be outside the contract time. Each teacher that completes seven hours of conferences outside of contract time will receive a schedule exchange day identified on the school calendar.

The seven hours of spring conferences will be scheduled through site-based decision making at each building. For any conferences scheduled outside of contract time, each teacher will receive equal exchange time on the spring conference day identified on the school calendar.

All schools will use site-based decision making to develop a plan for the school year to be turned in to the level director by September 1st.

Traveling teachers divide their amount of time for conferences at their respective buildings proportionally to student needs.

This time is devoted to parent teacher conferences only.*

* Any variance to this guideline/policy must be submitted to the Superintendent’s Office for review by the Professional Concerns Committee (PCC) not later than the last working day before winter break.

ATTACHMENT 3 – EVALUATIONS

Evaluators are accountable for the proper administration of the evaluation policy and procedure including, but not limited to, the issues of: timeliness; content input for master teacher growth; ensuring all teachers are being evaluated; specificity in the description of observed behaviors; and adequate observation of employee performance.

Staff input on a building administrator’s performance in regard to said principal’s evaluation will be required as a data source for his/her assessment.

Give time to evaluators for evaluations.

ATTACHMENT 4 – THOMPSON STAFF DEVELOPMENT INCENTIVE PROGRAM

The following areas will be targeted for staff development credit:

- a. Classes congruent with the goals of the TSD Strategic Plan
- b. Standards
- c. Assessment
- d. Technology
- e. Induction

For every 15 hours of class work in approved **Learning Pro** in-service programs in the targeted areas, teachers may be allowed one semester hour of Thompson In-service Credit to move over on their salary schedule.

The Thompson Education Association-appointed representative and Thompson School District **Director of Professional Development** will meet and determine which in-service classes are eligible for compensation or credit. Classes taken for horizontal movement on the salary schedule(s) must meet the following criteria:

- a. Equivalence in time to one semester hour college credit (15 classroom hours).
- b. Equivalence in quality to one semester hour college credit.
- c. Degree of congruence with the targeted areas of staff development.
- d. Degree of confidence that the in-service will have an impact on the students in the classroom.

ATTACHMENT 6 – POSTING OF PROFESSIONAL STAFF VACANCIES

During the school year, the principal of each school shall notify his/her staff of building resignations or open positions as they occur. Teachers should notify the principal within two working days if they are interested in reassignment. Any vacancies remaining after that time shall be reported to the Human Resources Office.

With the agreement of Human Resources or designee and the Thompson Education Association President, hard to fill positions will be posted a minimum of five working days in building and on TSD website and in other applicable arenas.

Vacancies will remain open for a minimum of five working days after posting, during which interested TSD teachers may apply for a transfer and non-district teachers may also apply.

Principals are encouraged to interview probationary teachers who have been non-renewed or have resigned and who have acceptable performance reviews. The principal shall not be required to interview a candidate more than once a year who applies for a similar position within the school.

During June, July and August interested parties may view posted vacancies on the Internet at www.thompsonschoools.org.

If new vacancies occur during the summer, the principal shall notify the Human Resources Office, which will post on TSD website www.thompsonschoools.org.

Posting requirements may be shortened or eliminated when there are emergency conditions.

ATTACHMENT 7 – IN-DISTRICT TEACHER EXCHANGE PROCEDURES

1. **PURPOSE:** To broaden opportunities for professional growth and stimulation by allowing teachers to exchange positions for one semester or one year.

The following procedures will be followed:

2. Only qualified, non-probationary teachers are eligible for the teacher exchange
3. The exchange must be initiated by the teachers requesting exchange.
4. The principals of the respective buildings must agree to the exchange.
5. The teachers and the principals will write a joint letter to the Human Resources Department requesting the exchange. The joint letter will include the reasons for the request and any special circumstances that exist.
6. Approval of the transfer will be made by a Director in Learning Services.
7. Requests for teacher exchanges must be completed by May 1. This is to allow principals time for planning staffing assignments in their respective buildings. The teachers would also benefit from having the summer to prepare for their new assignments.
8. Exchanges will be approved for one semester or one year at a time and may be made permanent through the administrative transfer process.
9. No proposal which increases or decreases a teacher's contract will be considered without documentation and approval.

This is a non-grievable procedure.

ATTACHMENT 8 – RECRUITMENT INCENTIVES

Maintaining the highest possible quality of teachers is essential to maintaining the quality of the TSD. We have entered a period of increasing retirements, growing teacher shortages and intensifying competition between districts for both new and experienced teachers. Our district needs to do all it can to attract new teachers and to support them once they have come here. As our resources are likely to remain limited, we need to investigate a wide variety of no-cost and low-cost ways to accomplish these goals.

1. TSD will participate in a Recruitment Incentive plan in an effort to attract the highest quality candidates available to fill positions within the TSD.
2. With the agreement of Human Resources and the Thompson Education Association President, new employees can be placed on the single Salary Schedule B up to Step 14 with acceptance of previous years of experience, at the time of recruitment.
 - a. This incentive will be open to new licensed employees in positions which it is difficult to recruit qualified candidates or individuals with sufficient skills and training. As a guideline, these positions will be recruited district-wide, and will be selected at the discretion of Human Resources and the Association President.
 - b. New employees will be hired for TSD, but not necessarily for an individual building.
3. Placement of returning employees on Salary Schedule B:
 - a. Employees with less than 12 years of experience steps – LAST STEP EARNED*
 - b. Employees with more than 12 years of experience steps – STEP 12
 - c. Employees who have been involved in a RIF reduction in the previous two years – LAST STEP EARNED
 - d. Returning probationary teachers must fulfill three consecutive school years of demonstrated effectiveness, as determined through his/her performance evaluations and continuous employment to gain non-probationary status.
 - e. Teachers having earned non-probationary status in Thompson R2-J district may request non-probationary status upon returning to TSD.

**the last step earned is defined as the step a teacher would have been placed on if he/she had remained as an employee*

NOTE: This flexibility to offer positions up to Step 12 in items 2 and 3 is a response to competitive pressures with other districts, which should be reviewed if our salaries become more competitive.

ATTACHMENT 10 – EXTRA DUTY SALARY SCHEDULE RUBRIC
Extra Duty Salary Schedule Rubric

This Attachment has been moved to the Licensed Employees' Handbook (May 2018)

ATTACHMENT 11 – ADOPTION OF DUAL SALARY SCHEDULE

The Board and the Association agree that their adoption of a dual salary schedule for the 2004-2005 school year constitutes a first step toward achieving their mutual goals as follows:

- ♦ Attracting quality teachers
- ♦ Retaining quality teachers
- ♦ Ensuring an equitable distribution of resources
- ♦ Encouraging continuing education

Both parties understand that severance payments are subject to annual appropriation in order to comply with state legal and constitutional requirements.

ATTACHMENT 12 – SEVERANCE TRANSITION LEAVE PLAN FOR TEACHERS ON SALARY SCHEDULE A

THOMPSON SCHOOL DISTRICT/THOMPSON EDUCATION ASSOCIATION

The Board of Education has determined that properly structured severance and retirement transition incentives provide an opportunity for achieving financial savings for the school district and for providing benefits to long-term school employees. The following plan has therefore, been developed to be available for eligible employees as defined below. The plan is predicated in part upon the fact that the school district has a preexisting form of continuing financial obligation to its licensed employees who may have acquired tenure or non-probationary status under the Teacher Employment, Dismissal, and Tenure Act of 1990, with attendant rights to continuous employment.

This plan will be available only for those eligible employees who make an election to participate prior to **February 1, 2021**. If a teacher qualified for severance is subject to contract cancellation after **February 1, 2021** as a result of a reduction in force, the window will remain open for that teacher through the second Monday in June. This plan is contingent upon the ratification of the MOU by the Thompson Education Association and the approval of the Thompson Board of Education.

A. Teachers Salary Schedule A with 15 or more contract years in the district.

Service for the severance leave plan includes teaching and classified staff assignments; however, does not include any time as a district substitute employee, tutor, home-bound instructor or other similar assignments that would not constitute on-going employment with the district.

1. All teachers on Salary Schedule A, who have 15 years of contract experience in the school district and who have non-probationary status may elect to participate in this plan and receive the benefits described below. Teachers who elect to participate will be required at the time of election to submit their notice of continued retirement annually until August **2025**. Teachers who request severance under this plan will be paid the equivalent of their **2020-2021** contract salary at a rate of 20% per year over five years not to exceed a total payment of \$58,414. **If circumstances prevent the individual from completing or having to reduce their current year contract, the most recent year's completed contract will be used to establish their final year's base salary.**
 - a) 20 percent of the teacher's base year salary and 20 percent of his/her eligible earned leave will be paid on **August 27, 2021**. Effective **August 27, 2021**, and continuing through **August, 2025**, the teacher will be placed on retirement severance leave. Individuals participating in severance will receive 100% of their final year's base salary not to exceed a total payment of \$58,414 plus computation of eligible leave.
 - b) On or before **May 15, 2021**, and May 15 of each year thereafter through **2025**, *the teacher must notify the school district in writing of his/her election to either continue on retirement severance leave during the ensuing school year or apply to return to a teaching position within the district for that year. If the teacher elects to continue the leave, then the district will pay the teacher 20 percent of the teacher's base year salary and 20 percent of his/her eligible leave days on **August 27, 2021**. A similar procedure will be followed for election and payment through **August 25, 2025**.*
 - c) Under normal circumstances, teachers receiving severance payments will not return to a position in the school district during their severance period. However, the district retains the right to hire staff to fill district needs.
 - d) If for some reason funding for the severance options is not approved for the teachers who have elected severance under this plan for that year, all requests to return received through June 30 will be honored.
 - Upon return to teaching in any year, the teacher will be given service credit and step advancement for the year(s) the teacher was on leave under this plan.
 - In order to return, the teacher must hold a valid teacher's license/licenses, letter of authorization, or written authorization from the Colorado Department of Education.

- The teacher is able to perform the essential functions of the positions, with or without accommodations. In the event, a teacher is unable to perform the essential functions of the position, the district has no obligation to continue any payments or extend any benefits associated with district employment.
- e) If a teacher returns during any school year, his/her accumulated leave will be adjusted to reflect any payments for eligible leave that may have been made in the prior year (s).
- f) The district maintains the right to discontinue the severance option for any teacher who has been convicted of a felony or accepted a guilty plea, a plea of nolo contendere (no contract) or received a deferred sentence for a felony.
- g) Teachers electing retirement severance leave may, during any one of the five years, continue their individual and dependent group health, and dental insurance coverage under the district's then existing plans at the teacher's own expense. All payments for coverage must be made either; (i) monthly in advance by check, or (ii) by a check payment for a six or twelve-month advance period. Should the teacher fail to prepay coverage, the coverage will be terminated in accordance with policy and COBRA guidelines. Reinstatement of coverage will be permitted, subject to enrollment guidelines, if the teacher should return to the district.
- h) In the event the teacher should die his/her participation in the plan shall end and there shall be no obligation to continue any payments or benefits under the plan to the employee's personal representative, heirs, or beneficiaries. Any teacher who is on retirement severance leave may convert his/her district life insurance plan to an individual plan. The teacher will be required to satisfy the insurance company's requirements and will be responsible for the entire premium.

B. Computation of Eligible Leave

Teachers who elect to retire or take retirement severance leave shall receive 50% of the hourly substitute rate for each hour of available leave and 50% of the current substitute rate for each day of grandfathered days beginning with hour/day one.

I understand that signing this application will begin the process of severance and that my name will be submitted to the Board of Education for approval at the earliest possible date. I also understand that by honoring the terms and conditions of my current teaching contract*, I may only participate in the Severance Retirement Plan one time during my career in Thompson School District R2J. (*Those wishing to resign from the Thompson School District for PERA benefits prior to the last day of their contract shall be excluded from the Severance Retirement Plan.)

Printed Name

Employee ID Number

Signature

Date

Current Assignment

Must be submitted to Human Resources on or before 4:00 p.m., February 1, 2021.

For HR Department Use Only Approved for Severance Retirement: _____ Yes _____ No

DOH: _____ Address: _____

Years of Service: _____

Location: _____ DOB: _____

Position: _____ Pay Information: _____

Column/Step: _____ Phone Number: _____

ATTACHMENT 13 – TUITION REIMBURSEMENT

NOTE: This reimbursement is based on yearly board approval and has been approved for the 2020-21 school year.

QUALIFICATIONS:

1. Licensed employees are eligible to apply for tuition reimbursement.
2. In order to be eligible for tuition reimbursement, a licensed employee must have been effective or highly effective at the time of their final evaluation rating. Any teacher who is on an improvement plan or a salary freeze due to being deemed as ineffective is not eligible.

APPLICATION GUIDELINES

1. Application for reimbursement must be made to Human Resources on or before June 1st. Applications will be reviewed and determined if qualifications for reimbursement have been met. Reimbursement payments will be made in June of the current fiscal year. In addition, applications for reimbursement must include the following:
 - a. Completed application for each course.
 - b. Proof of payment (receipt)
 - c. Proof of completion (report card or transcript)
2. Eligible coursework is only for the current school year/hiring year (Spring Semester).
3. Tuition reimbursement can be applied for only the following:
 - The tuition and fees for:
 - graduate level courses only
 - professional development college classes
 - No more than \$1,000 will be reimbursed to any one employee for any one budget year (July 1 – June 30).
 - Should the request for reimbursement be greater than the dollars designated; the dollar amount available for reimbursement will be pro-rated.
4. All incomplete applications will be denied.
5. Tuition reimbursement can be applied for only the following:
 - The tuition and fees for:
 - Graduate level courses only
 - Professional development college classes
 - No more than \$1,000 will be reimburse to any one employee for any one budget (fiscal) year (June 1 – May 31).

ATTACHMENT 13 – TUITION REIMBURSEMENT
APPLICATION & ALL ATTACHMENTS
All Paperwork DUE to HR no later than JUNE 1 of eligible years.

Name: _____ Current Location: _____

Employee EID: _____ Phone Number: _____ Current Position/Grade: _____

Course offered by:
College or University (list school name): _____

Professional Development (list name of vendor/provider): _____

Course Title: _____

Prefix (Course #): _____

Course Description (please provide brief overview):

Total tuition amount requested: _____

Course Start Date: _____ Course End Date: _____

Rationale for taking class (check one box):

- | | |
|---|---|
| <input type="checkbox"/> Professional Growth Plan | <input type="checkbox"/> School Goal |
| <input type="checkbox"/> Career Advancement | <input type="checkbox"/> Salary Advancement |
| <input type="checkbox"/> Technology | <input type="checkbox"/> Other _____ |

Signature of Applicant _____ Date

Attach to form: Copies of course receipt(s) and verification of successful completion.

For HR staff use only

Date Received: _____ Date Reviewed: _____ HR Employee: _____

Application Approved: _____ Application Denied: _____

If Denied, why: _____

Date of Reimbursement: _____ Amount of Reimbursement: _____

- Receipt Received Proof of Completion Received

APPENDIX A – ASSESSMENT DAYS

For Elementary Teachers Responsible
for Extensive State Assessment

1. To ensure adequate coverage for elementary teachers responsible for extensive state assessment and data entry, teachers will be allowed the following during the school year:
 - a. K Provide up to 3 substitute days (may be taken in ½ day increments)
 - b. 1st Provide up to 2 substitute days (may be taken in ½ day increments)
 - c. 2nd & 3rd Provide a .5 substitute day
 - d. ESS Provide up to 1 substitute day (may be taken in ½ day increments)

APPENDIX B – PROBLEM SOLVING FORM

INFORMAL PROBLEM SOLVING PROCESS FOR CONFLICT RESOLUTION

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX C – INFORMAL PROBLEM SOLVING

INFORMAL PROBLEM SOLVING PROCESS FOR WRITTEN REPRIMAND

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX D – GRIEVANCE FORM

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX E – PLAN TIME

Part Time/Less than Full Time / Traveling Teacher Teaching/Planning/Duty Form

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX G

STAFF PERSONAL SECURITY AND SAFETY (Board Policy GBGB)

This Appendix has been moved to the Licensed Employees' Handbook (May 2018)

**APPENDIX H – WAIVER OF DISTRICT POLICIES, PROCEDURES OR PRACTICES
MEMORANDUM**

TO: Professional Concerns Committee

FROM: _____

DATE: _____

RE: Initiative Proposal Which Requires a Waiver of district Policies, Procedures or Practices

We need a response from PCC by: _____

(Allow 60 days)

.....
Please address the following questions and attach supporting documents:

1. What is your proposal?
1. What problem or issue do you intend to solve?
2. Describe the impact of your proposal on:
 - ♦ Budget
 - ♦ Resources
 - ♦ Other schools/units (e.g., Transportation, Maintenance, Nutritional Services, Special Education)
 - ♦ Energy
 - ♦ Facilities
 - ♦ Staffing (effect on TSD personnel)
 - ♦ Shareholders (students, staff, parents, community)
 - ♦ Curriculum/standards
 - ♦ Schedules/calendars
 - ♦ Current job descriptions
3. What are possible conflicts and proposed resolutions where there is an impact?
4. What are your short-term and long-term plans? (Include timeline, change facilitation [how you will bring about the change], plans for assessment and evaluation, and any modification allowance [one-time startup costs].)
5. Who is supportive of this new proposal at your site? (Provide data from students, staff, community, and other sites/units.)
6. What flexibility do you need in current district policies/practices/agreements/contracts/procedures/ statues in order to implement this proposal?
7. Has this idea been addressed before by TSD through project teams, councils, committees or negotiations? If so, when and what was the outcome and rationale for the outcome?
8. How long do you intend for this proposal to be in place? (Temporary or permanent)

APPENDIX I – DONATE-A-DAY APPLICATION FORM

This Appendix has been moved to the Licensed Employees’ Handbook (May 2015)

APPENDIX K – TEACHER SALARY SCHEDULE REGULATIONS

1. Salaries are based on teacher services necessary for the operation of the school system for the regular school term, including all scheduled days on the officially adopted school calendar. Makeup of days when school is closed due to snow or other natural causes is a part of the regular school term. Such services include days scheduled for teacher activities when pupils are not in attendance, as well as generally recognized and accepted services incidental to the operation of the school system.
2. General Regulations:
 - a. Teachers must present evidence of college work completed for salary schedule placement in the form of official transcripts from the institution(s) where the work was completed. These transcripts become a part of the permanent personnel file of the teacher in the district office and will, upon request, be returned to the teacher upon termination of service with TSD.
 - b. Step and column placement adjustments will be made once each year effective September 1. Evidence of qualification for column adjustments must be submitted on or before that date to be qualified for placement adjustment.
 - c. Teachers shall be placed on the salary schedule according to their education and prior Preschool-12 parochial, private (see note) or public school (contract) teaching experience. If there is a change in the amount of outside experience accepted for placement on the salary schedule, it shall not be retroactive. Nurses, counselors, psychologists, physical therapists and occupational therapists may receive additional credit for job related experience if recommended by the Human Resources Department only at the time of employment not to exceed Step 14.

NOTE: Private school experience will be given yearly if the school has at least 50 students enrolled on a tuition basis. Documentation from a supervisor or an evaluator is required to verify these criteria. Experience other than Preschool-12; for every three years of university, community college or military instructional experience one year of experience credit will be given. Documentation from a supervisor or evaluator is required to verify this experience.
 - d. The following is the procedure used in placing new staff on the Salary Schedule B: (No one new to TSD will be placed on Salary Schedule A or be eligible for severance).

0 years of experience	Step 4
1 years of experience	Step 5
2 years of experience	Step 6
3 years of experience	Step 7
4 years of experience	Step 8
5 years of experience	Step 9
6 years of experience	Step 10
7 years of experience	Step 11
8 or more years of experience	Step 12
 - e. Placement of returning employees to Salary Schedule B: (No one returning to TSD will be placed on Salary Schedule A or be eligible for severance).

Employees with less than 12 years of experience steps – LAST STEP EARNED*
Employees with more than 12 years of experience steps – STEP 12
Employees who have been involved in a RIF reduction in the previous two years – LAST STEP EARNED*

**the last step earned is defined as the step a teacher would have been placed on if he/she had remained as an employee.*
 - f. Returning probationary teachers must fulfill three consecutive school years of demonstrated effectiveness, as determined through his/her performance evaluations and continuous employment to gain non-probationary status.
 - g. Teachers having earned non-probationary status in Thompson R2-J district may request non-probationary status upon returning to TSD.

3. Regulations pertaining to vertical (step) advancement on the salary schedule:
 - a. In order to be eligible for a vertical (step) advancement September 1, a teacher must have been under contract a minimum one semester of the previous year and received an acceptable evaluation. Placement on the maximum step of any column of the salary schedule will be allowed for a teacher who has moved through the column to the next to the last step and remained on that step sufficient time so as to qualify for placement on the maximum step.
 - b. Teachers who reach the maximum step on any column in the schedule shall remain at that placement, receiving only the increases in value of the step, until requirements for advancement to another column are met. Once the requirements are met, the teacher will be advanced September 1, to the appropriate column and downward one step if there is a step lower (vertically) than the one they are on.
 - c. In accordance with state law, licensed staff on the teacher salary schedule with less than 50% contracts do not accrue credit towards non-probationary status; however, the Thompson School District wishes to reward their experience in TSD by providing them advancement on the salary schedule, both vertically and horizontally.
4. Regulations pertaining to horizontal (column) advancement on Salary Schedule A and Salary Schedule B:

Hours to advance horizontally generally fit into two categories, namely; Graduate College or University Credit Hours and Thompson Incentive Credit (TIC). Any exceptions to these two categories must meet criteria as outlined below based on the salary schedule. Remember that courses taken within the teacher contract day will not be eligible for horizontal (column) advancement. Courses taken within the teacher contract day may be used for recertification purposes only.

- a. Hours to advance horizontally as indicated on the salary schedule may be semester hours of college or university credit earned from an accredited college or university (quarter hours are converted to semester hours at the rate of 2/3 credit for each hour earned.)
- b. TSD TIC (Thompson Incentive Credit). Submit a TSD transcript for column change. (Pre-approval is not required.)
- c. To be acceptable for column (horizontal) advancement on the salary schedule, college work shall contribute to the professional assignment, the professional growth, and the improvement of competency of the teacher.
- d. Generally, hours earned by newly hired teachers that will not count in initial placement above the B.A. column on the salary schedule are:
 - i. Hours received prior to the date of the granting of a B.A. degree.
 - ii. Undergraduate level hours.
 - iii. Hours needed to meet requirements for the first teaching license (Any degree or graduate credit acquired prior to someone receiving a teaching license will not count in the initial placement of a teacher.) However, when through no fault of the student, the granting of a degree is delayed by the college or university, hours successfully completed after the degree was earned and prior to its actual conferral may be evaluated by the Department of Human Resources.
- e. Generally, approval for college or university credit hours earned will be granted to teachers on the staff if those hours meet one or more of the following conditions:
 - i. They are graduate level courses in the subject area in which the teacher is currently assigned.
 - ii. They are graduate level courses in an approved advance degree program related to the teacher's assignment or for professional advancement.
 - iii. They are graduate level courses in a general education or interdisciplinary area.
 - iv. They are TSD sponsored in-service courses carrying college/university credit.
 - v. They are special courses unique to the teaching assignment (pre-approval required).

- However, all hours applied to horizontal column change are subject to approval by the Human Resources Department. If there is any question regarding whether or not a course qualifies under the provisions of this section, prior approval should be obtained.
5. For horizontal movement on Salary Schedule A after October 2004, the following options are available.
 - a. Continuing Education Units (CEU's) must be pre-approved by Human Resources.
 - b. Undergraduate courses and CEU's will not be approved except in cases authorized by prior arrangement with the Human Resources Department. Undergraduate courses in computers, foreign language, or child abuse education are approved exceptions.
 - c. While working toward the completion of a Master's Degree teachers frequently acquire graduate level credits from non-required courses. Credit for placement beyond the M.A. column on the salary schedule will be granted for such graduate courses, provided:
 - i. The non-required courses are taken concurrently with required courses during the teacher's last quarter or semester prior to the granting of the Master's Degree.
 - ii. The courses meet one or more of the requirements outlined in Items (4 e) 1-5 above.
 - iii. Written verification from the college or university, stating that the courses are not required for graduation, is presented to the Human Resources Department for approval prior to the quarter or semester during which the courses will be taken. Other situations will be considered on an individual basis.
 - d. As of September 1, 1989, individuals whose educational preparation would place them on more than one column in the salary schedule, they shall be placed in the column furthest to the right.
 6. For horizontal movement on Salary Schedule B after October 2004, the following options are available.
 - a. Acceptance into a degree end-educational degree program. The applicant must include the acceptance letter, courses required to complete the degree and the **External Credit Request through Learning Pro** describing how the coursework meets school, professional, building and/or TSD goals. (Pre-approval required).
 - b. You must have the non-degreed coursework pre-approved **through the External Credit Request through Learning Pro** describing how the coursework meets school, professional, building, and/or TSD goals.
 - c. Teachers will submit an **External Credit Request through Learning Pro** to the Thompson Incentive Review Committee (TIC) quarterly, per deadlines published by the committee. (This form is submitted to HR).
 - d. Centennial BOCES or other Colorado PDC granting units may be taken for credit with prior approval by TSD TIC committee.
 - e. With the exception of TIC credit, any teacher who has not completed the pre-approval process prior to taking a class will forfeit rights to count that credit toward advancement on Salary Schedule B.
 - f. Only graduate level classes or TIC credit will be approved except for teachers accruing subject area credit to meet HR1 teacher quality regulations.
 - g. Any teacher who is on Salary Schedule A for school year 2004-2005, may follow the above pre-approval procedure to "bank your credits" for possible future movement to Salary Schedule B. Such movement is further contingent of future negotiations.
 7. Teachers are responsible for verifying their own placement on the salary schedule. On occasion a teacher may be improperly placed, resulting in an overpayment or underpayment of compensation. The school district or the teacher will immediately notify the other if either becomes aware of such misplacement. Thereafter, an adjustment or repayment may be made, as determined by the Board, but only for amounts accrued or

overpaid during the then current school year. In no event shall any claim by the teacher or the school district for overpayment or underpayment be recognized for prior school or contract years.

APPENDIX M – NOTIFICATION OF ASSIGNMENT CHANGE

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX N – SICK LEAVE BANK OPT OUT FORM

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

APPENDIX O – PERSONAL LEAVE REQUEST FORM

This Appendix has been moved to the Licensed Employees' Handbook (May 2015)

PCC CHARGES

- 1. PCC will monitor the implementation of Transitional Reopening Advisory Committee (TRAC) guidelines and will respond to changing learning and working conditions as a result of COVID-19 in the 2020-2021 school year.**

NEGOTIATION PROTOCOLS

These Protocols apply during large group negotiations.

Protocols are agreed upon in negotiation years to assist members and the community in the understanding of Thompson School District negotiations. The protocols and the interest based process promotes good faith bargaining and solutions are developed by the team.

Good Faith Bargaining:

The duty of good faith bargaining supports collective bargaining and requires that the Thompson Education Association and the Thompson School District:

- Are active and collaborative in establishing and maintaining a productive and professional relationship.
- Use their best endeavors to honor, practice, and support the Interest Based Strategy process in a timely and efficient manner, but not to mislead, deceive, or undermine the authority of the bargaining team participants.
- To develop a comprehensive collective bargaining agreement.
- Have the ability and power to fully bargain with solely those parties present.

Cross refs: uslegal.com definition (reflective of the definition)

Membership

1. The participating bodies in the program are the Thompson R2-J Board of Education and the Thompson Education Association.
2. Each participating body is to name its own negotiation team members. Those designated are not subject to the approval of the other body. The Thompson R2-J Board of Education may appoint school district administrators to participate on the TSD negotiation team. Either body may appoint non-employees/non-BOE members to their respective team. The **Chief Financial Officer (CFO)** is a non-voting member of the administration team; however, the CFOBS will be available to answer TEA questions as needed. The **CFO** will continue to caucus with the administration team.
3. Each participating body is to name its members and to inform the other participating body before the first large group session.
4. It is the responsibility of the appointing groups to provide for replacement of a member who has withdrawn.
5. It will be the responsibility of the appointing groups to inform any member who misses a meeting on the content and conclusions of that meeting.

Facilitation

6. The facilitator will be **chosen and** contacted by representatives of the 2+2 committee no later than September 1st to establish bargaining dates for the successor round of negotiations.
7. The facilitator has the right to suggest any additional protocols or procedural changes for consideration by the large group.
8. The facilitator does not offer content input on any issue under deliberation. The facilitator deals only with the meeting arrangements, the interpretation of protocols, the group process and conflict resolution as appropriate. Additional recommendations for agenda content will be submitted to the facilitator by the 2+2 Oversight Committee prior to each large group meeting.

Large Group

9. Each participating body will annually name a mutually agreed upon number of members to the negotiation team, not to exceed 8. Any changes to this team **size** must be agreed to by the 2+2 Oversight Committee.

NEGOTIATION PROTOCOLS

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10. The negotiation teams will arrive at mutually acceptable resolutions of issues through large group sessions designed to facilitate communication. At these sessions, decisions will be made through consensus, rather than voting, whenever possible.
 - a. In the event consensus cannot be reached by the large group, each team will name four voting members to try to reach an agreement.
 - b. The vote of the four voting members from each team will be a simple majority vote.
11. Observers will be permitted. Observers are requested to follow the visitor norms mutually agreed upon by the large group. Their entry or leaving will be monitored by the facilitator. They are to be seated away from the participants and will not engage in the proceedings or interact with one another or with participants during the proceedings.
12. The facilitator will present a written agenda at the beginning of each large group meeting. This may be modified according to group needs. The starting and ending time of the meeting shall be identified in advance of the meeting. The ending time may be extended by one or two hour increments by group consensus, up to a maximum of 12 hours of meeting time.
13. To the extent possible, materials and data germane to issues under discussion will be provided at each large group session. Small group activities will be the source of these materials and subsequent sets of analysis will be prepared by the small groups.
14. During the large group meetings there will be neither breaks nor caucuses except as mutually agreed or called by the facilitator.
15. If at any time, due to temporary absences from the large group; the number of team members from either team, falls below five, the large group will be recessed unless it is mutually agreed upon to continue.
16. The first session will be held by March 1, of the current negotiating year, for the purpose of establishing agreement on timelines and procedures, to establish organization and parameters and to identify issues and small group assignments. Subsequent large group sessions will be scheduled to hear small group reports, discuss issues/solutions, reach tentative agreements and assign a clear final disposition for each issue. The final large group meeting will be for the purpose of final revision and confirmation of contract language. Every attempt will be made to complete this process within large group sessions.
17. The 2+2 Oversight Committee will limit the number of identified issues to be assigned to subcommittees in order to maintain a high probability of successful resolution. There will be a maximum of five subcommittees, one to deal with salary and fringe benefits and four to deal with other issues. Carryover items, linkage between issues, complexity of issues, and prioritization of old and new items will be considered in developing committee charges.
18. At the conclusion of the first large group session at which time the issues have been identified and defined, small group assignments will be determined, if necessary. Each participating body will designate members on each small group committee and appoint one as a co-chair. The first small group meeting dates will be scheduled.

Small Groups

19. The small groups will be responsible for developing options for resolution of the issues assigned to them. They will be expected to present recommendations, which should be in written form, to the large group. The large group will not be limited to options or recommendations from the small groups. Small groups are encouraged to make presentations regarding all assigned issues at the second large group meeting.

NEGOTIATION PROTOCOLS

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20. Small groups will consist of members from each negotiating team. Co-chairs need to be informed when consultants (non-negotiation members) are attending. Consultants may participate in presentations to and discussion with the large group.
21. Small groups will meet as often as necessary to discuss assigned issues. Each member will be expected to attend the scheduled small group meetings.
22. Meetings of the small groups are open to all, with the understanding Norms will be followed, as stated in Protocol 20, subject to legal requirement (with the exception of the Compensation Committee, who may use a facilitator if they choose). Members are free to bring any resource materials to the meetings; however, if possible, copies of these materials should be provided for consideration to the other members at least 24 hours prior to the meeting, in order to enhance the efficiency of the meeting.
23. Small groups whose work affects that of other small groups will communicate with each other. Each team (TEA/Board of Education) will identify the members who will visit other small groups. Each small group will:
 - a. Provide the office of the Human Resources with proposed meeting times/places and the names and phone numbers of contact persons;
 - b. Allow the identified or designee members from other small groups to attend its meetings to provide and/or obtain pertinent information and assure coordination of protocols.
24. Committees that continue to work after the close of negotiations will be given a clear charge, a timeline, expected outcomes, and a method of reporting.

2+2 Oversight

25. The 2+2 Oversight Committee will address technical concerns such as development and monitoring of the protocols, negotiation schedules and planning for the facilitation of negotiations. In addition, the 2+2 Oversight Committee serves as a general advisory committee to the large negotiations group. In this role, the committee reviews and helps to clarify negotiation issues and facilitates information sharing between Board of Education and TEA. This committee will only operate by consensus.

Communication

26. Information, not of a confidential nature, will be supplied by one participating body upon the request of the other participating body. This information or any material for consideration by the large or small groups should be provided in advance, if possible.
27. The 2+2 Oversight Committee will identify the group which will be responsible for informing staff and community about negotiations.
28. Participants, the facilitator, and observers are authorized to use the substantive material of the process for professional research and publication purposes, provided that the individual identities of the participants are not revealed and the members are informed in advance.
29. Large group communication will be posted on the district website.

Contract Development

30. The work of the Negotiation team consists of all agreements reached by the large group. It includes the Memorandum of Understanding and any addenda, continuing committee charges, or other items directed by the large group.
31. After agreement has been reached on all contract matters and other issues, the facilitator will appoint a contract writing committee(s) of persons designated by the presiding officers of each participating body.

NEGOTIATION PROTOCOLS

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32. The contract writing committee will prepare the draft contract, based on the agreements reached during the large group sessions, and may submit it to legal counsel for review.
33. The contract writing committee(s) will consist of an equal number of representatives from each participating body. This number will be determined by the large group. A contract writer need not have been a participant in the large group sessions.
34. Following review of the recommended contract by the large group, the participating bodies will distribute and recommend the draft contract to their respective governing bodies for approval or ratification.
35. If approval or ratification is received from both participating bodies, the contract will be signed appropriately.
36. Board policies related to the negotiated agreement will be adopted within two months of ratification and approval of the contract.
37. Following approval/ratification by both participating bodies, the contract and related documents will be made available.
38. The cost of negotiations will be shared jointly by the Thompson School District and Thompson Education Association with Thompson School District paying the first \$20,000 and Thompson Education Association paying any cost above \$20,000 with a stop loss of \$7,500.00. This does not include any cost for mediation.

DISTRIBUTION OF MEMORANDUM

- ♦ 50 hard copies (three hole punched) for the Association distribution
- ♦ 33 hard copies for the Board/Administration distribution
- ♦ 1 electronic copy on TSD Website
- ♦ 1 electronic copy for Human Resources
- ♦ 1 electronic copy for the Association office
- ♦ 1 hard copy for Colorado State Board of Education
- ♦ 1 hard copy for the Loveland Public Library
- ♦ 1 hard copy for the Berthoud Public Library

Updated **6/2020**

POLICY – MOU CROSS REFERENCES

<u>Policy</u>	<u>Topic</u>	<u>MOU Section</u>
AC	Non-discrimination	Article 20-4-5
BG	Board Policy Development	Article 18
BHC	Board-Staff Communications	Article 1, 18
CF	School Building Administration	Article 15
CH	Regulations Implementation and Review	Article 5-3-8
DKAB	Payroll Procedures/Schedules	Article 12-4
DKB	Salary Deductions	Article 5-1
DKC	Expense Authorization and Reimbursement	Article 9-1-3
EGAE	Mail and Delivery Services	Article 5-3, 5-3-3
GBA	Open Hiring/Equal Employment Opportunity	Article 3-6, Article 20-4-5
GBBD	Staff Fringe Benefits	Article 10, 11
GBGB	Staff Personal Security & Safety	Appendix G
GBGD	Workers' Compensation	Article 9-8
GBGE	Child Care Leave	Article 9-6-2(e), 9-9
GBGF/GBGF-R	Family and Medical Leave	Article 9-9-3, 9-12
GBGG/GBGG-R	Annual Leave	Article 9-6, 9-10, 9-12
GBGH/GBGH-R	Sick Leave Bank	Appendix I
GBGI	Staff Military Leave	Article 9-2
GBGJ	Staff Bereavement Leave	Article 9-5
GBGK	Staff Legal Leave	Article 9-3, Article 13-8-5-e
GBGL	Staff Victim Leave	Article 9-13
GBGN	Professional Staff Political/Legislative Leave	Article 9-4
GBJ	Personnel Records and Files	Article 17
GBK	Staff Concerns/Complaints/Grievances	Article 8, Appendices A & B
GCCBF	Professional Staff Personal Leave of Absence	Article 9-7
GCOA	Evaluation of Instructional Staff	Article 19, Attachment 3
GCQA	Reduction in Licensed Staff Work Force	Article 20-6, Attachment 5
GCU	Professional Organizations	Article 3
GCW*	Ownership of Professional Materials	Article 16-6
HC	Scope of Negotiations	Article 7-2
HD	Negotiations Procedures	Article 7
HH	Staff Negotiating Organizations	Article 2, Article 4, Article 5
HL	Preliminary Negotiated Agreement	Article 7
HO	Impasse Procedures	Article 7-8-3, 7-9-2
HQ	Negotiated Amendments/Renegotiations	Article 3-4
IC/ICA	School Year/School Calendar	Article 16-1
KF	Community Use of School and District Facilities	Article 5-3

INDEX OF COMMONLY USED CATEGORIES

CATEGORY	ARTICLE REFERENCES
Absences	73
Association Rights Payroll Deductions Association Leave Use of School Facilities Availability of Data President's Release Time	Article 5 Article 5-1 Article 5-2 Article 5-3 Article 5-4 Article 5-5
Category of MOU Items	Category of MOU Items
Compensation National Board Certifications Pay for In-House Coverage Severance 110 Transition	Article 13 Article 13-4 Article 13-7, Addendum B Article 13-8, Attachment 12 Article 13-9, Addendum C
Conflict Resolution Definitions General Statements Problem Solving Process Grievance Procedure General Provision	Article 8 Article 8-2 Article 8-3 Article 8-4 Article 8-5 Article 8-6
Evaluations Purpose Steps	Article 19, Attachment 3 Article 19-4 Article 19-5
Files	Article 17
Flexible Spending Account Programs	Article 11
Insurance Benefits	Article 10
Leaves Annual Bereavement Conference Military Jury Duty Grandfathered Personal Personal Injury Childcare Family and Medical Leave Sick Leave Bank Donate-A-Day Domestic Abuse Teacher's on Special Assignment	Article 9 Article 9-6 Article 9-5 Article 9-1 Article 9-2 Article 9-3 Article 9-6-1-d, Article 9-11-2 Article 9-7 Article 9-8 Article 9-9 Article 9-12 Article 9-10 Article 9-11 Article 9-13 Article 9-14
Negotiation Schedule and Procedure Reopening Procedures Current Negotiations Selecting Mediator Mediation	Article 7 Article 7 Article 7 Article 7-9 Article 7-9-2
Partial Contracts	Article 16-5
Planning Time	Article 16-4
Posting of Professional Staff Vacancies	Attachment 6

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Professional Concerns Committee	Article 18
Professional Staff Assignment and Transfer	Article 20
General Principles	Article 20-1
Building Reassignment	Article 20-2
Voluntary Transfers	Article 20-3
Administrative Transfers	Article 20-4
Assisted Transfers	Article 20-5
Reduction in Force	Article 20-6
Notification of Assignment Change	Appendix M
Recruitment Incentive	Attachment 8
Salary Schedules	Article 13-10, Article 13-11, Attachment 10, Appendix K (pg 1-3)
Thompson Staff Development Incentive Program (TIC)	Attachment 4
Working Conditions	Article 16
Working Days	Article 16-1, Attachment 2
Duty-free Lunch Time	Article 16-3
Planning Time	Article 16-4
Less than Fulltime Positions	Article 16-5
Educational Encouragement	Article 16-6
Ownership of Professional Material	Article 16-7