



# **CONDITIONS OF EMPLOYMENT FOR CERTIFIED EMPLOYEES**

**November 2018**

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**EQUAL OPPORTUNITY EMPLOYER – NONDISCRIMINATORY PRACTICES**  
(Including Sexual Harassment)

It will be the policy of the Board of Education to prohibit any discriminatory personnel practices based on race, color, sex, religion, national origin, ancestry, creed, age, marital status, sexual orientation, genetic information, or disability. The District is an equal opportunity employer. Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. Current District policies concerning nondiscrimination include:

<u>Policy File Code</u>	<u>Policy Name</u>
<a href="#">AC</a>	Nondiscrimination/Equal Opportunity
<a href="#">ACA</a>	Nondiscrimination on the Basis of Sex (Title IX) and Grievance Procedure
<a href="#">ACE</a>	Nondiscrimination on the Basis of Handicap (Compliance with Section 504) and Compliance Officer
<a href="#">GBA</a>	Equal Opportunity Employer
<a href="#">GBAA</a> & <a href="#">GBAA-R</a>	Sexual Harassment and Grievance Procedure
<a href="#">JB</a>	Equal Opportunity Opportunities

**ARTICLE I: POLICY PHILOSOPHY**

Recognizing that providing a high quality education for the children of District Re-2 is the paramount aim of this School District and that good morale in the teaching staff is necessary for the best education of the children.

It is hereby declared that: The Board of Education; hereinafter referred to as the Board, and Woodland Park School District Re-2; hereinafter referred to as District, under law, has the final responsibility of establishing policies for the District. No policy calling for joint or mutual agreement by or with the Woodland Park Education Association; hereinafter referred as the Organization, will divest the Board of its final decision making authority.

The Superintendent and staff have the responsibility of carrying out the policies as established.

The professional teaching personnel have the major responsibility of providing the best possible education.

The Board believes that providing a quality education for the children of the District is their aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

To this end, the Board hereby declares its intent to use the procedures detailed in Article II, immediately following, to endeavor to insure that all modifications to these Articles I through VII be subject to mutual agreement between the Board and the Organization.

In the event any provision or application of these Conditions of Employment to any certified employee or group of certified employees is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

## **ARTICLE II: POLICY CHANGE CONSIDERATIONS/MEET AND CONFER**

### **Section 1: Meetings**

Both parties agree to meet for the purpose of reaching agreement on issues brought by either party prior to any changes being made to the Conditions of Employment for Certified Employees. The first and subsequent meetings will be scheduled by the 2+2+3+1 Committee.

### **Section 2: Process**

This process applies only to how the provisions of the Conditions of Employment for Certified Employees are changed.

- A. Each party will be responsible for the selection of the representatives for their constituents. These representatives will make up the Large Circle.
  1. All representatives of the Large Circle will be trained in the agreed-upon consensus model.
  2. Large Circle Membership will include but not exceed the following: 1 WPEA representative from each elementary (3), 2 WPEA representative from each middle and high school, the WPEA President, 3 WPEA and/or classified representatives, 2 Board of Education members, 2 building level administrators, and 3 district administrators.
- B. Each party will determine the issues from their constituency and said issues will be presented at the first meeting of the parties of the 2+2+3+1 Committee. Issues will be presented one at a time in an alternating fashion by parties. No further issues will come to the table after the conclusion of the 2+2+3+1 Committee unless mutually agreed upon by all parties.
  1. 2+2+3+1 Membership will include 2 Board of Education members, 2 district administrators, 3 WPEA representatives, 1 classified representative.
  2. Each party will make every effort to focus, scrutinize and streamline the issues.
  3. The Circle will confirm during the first meeting that Meet & Confer is the right forum for each issue.

- C. Issues will then be discussed, clarified and rationale will be formulated by the Large Circle. Issues will then be categorized into appropriate subcommittees.
- D. Subcommittees will be established maintaining equal representation of the parties. The subcommittees will have the authority to share and/or exchange issues with other subcommittees, determine what information is needed, prioritize issues and make recommendations to the Large Circle which issues should be eliminated, agreed to or continued to be discussed. If a spin-off issue arises in a subcommittee, said issue will be returned to the Large Circle for direction on the status of this issue.
- E. The Large Circle of representatives will meet periodically throughout this process in order that the subcommittees may report on progress and check for further direction.
- F. All issues will be brought to the Large Circle for final consensus.
- G. Following consensus, on all issues, said agreements will be presented to the Board and the Organization for a vote on the total package of agreements. If either of the parties fails to ratify the agreements in total, all issues will be returned to the Large Circle for further discussion.
- H. Following ratification by both parties, unless otherwise provided, this agreement will be in effect November 1 through October 31 in the year to which it is applicable.
- I. The Large Circle, as well as the subcommittees, will operate by the agreed upon consensus model.
- J. Parties may solicit feedback and input from their respective constituencies throughout this process on issues agreed upon through the Large Circle.

### **Section 3: Time**

Large Circle members should plan for the commitment of sufficient time for Large Circle meetings as well as additional time for subcommittee work. This time will be structured as follows:

- A. The meetings of the Large Circle will be scheduled at the first meeting of the 2+2+3+1 Committee as well as determining the need for additional training in the consensus process.
- B. The Large Circle may adjust or reschedule meetings as needed.
- C. The last meeting of the Large Circle will be for the purpose of reaching consensus on all issues.
- D. Subcommittees will schedule their meeting times, locations and agendas through consensus.

#### **Section 4: Communication**

- A. At the beginning of each session, Large Circle members will be given the opportunity to bring up any concerns that need to be addressed. All members will maintain a professional demeanor, and adhere to the established norms with the acceptance of individual integrity and no fear of reprisal. At the conclusion of each meeting, a summary will be given with opportunities for all members to share any feelings regarding issues from that day.
  
- B. As means of communication between the Board and the Organization, a representative of the Organization will be appointed as an ex officio, non-voting member of the Board, but will be excluded from executive sessions.

#### **Section 5: Facilitation**

- A. Outside consultants will be arranged for and coordinated by the Superintendent and the Organization President. The consultant will facilitate the first and the last Large Circle meetings unless, through agreement, it is decided this consultant is not required.
  
- B. In the absence of an outside consultant, facilitation will rotate among Large Circle members.

#### **Section 6: General Provisions**

- A. The District will make every effort to provide for the members of the Large Circle all pertinent public records, data and other information for developing intelligent, feasible and constructive proposals. During the meetings referred to in this Article, the members may present relevant data, exchange points of view and make proposals and counter-proposals.
  
- B. In the event meetings are agreed to take place during regular school hours, the representatives will be released from their duties without loss of pay in order to fulfill their obligations, including doing research. Meetings will not take place during weekends, vacation or holidays unless mutually agreed upon.
  
- C. Within sixty (60) days of final approval by the Board and the Organization of any changes in Conditions of Employment for Certified Employees, the District will post the document on the District website and make hard copies available by request.
  
- D. If there is a **clear conflict** between any provision in this Article, with any other Article or policy of the District, this Article and the Conditions of Employment for Certified Employees will prevail.
  
- E. If desired either by the Board or the Organization, two Board members will be appointed to meet with representatives of the Organization for informal discussions.
  
- F. The Superintendent and the President of the Organization will schedule periodic meetings for the purpose of further facilitating good communication and the discussion of current issues.

- G. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Furthermore, the Board and the Organization agree to immediately enter into discussions in order to alter said section(s) according to the intent of the parties.
- H. Either party to this Agreement may submit a request to the other to open discussions for the purpose of modifying the Conditions of Employment for Certified Employees. If it is determined, by mutual consent, that it is in the best interest of the parties to address one or more issues immediately, said items will be opened for discussion.

**Section 7: Organization Rights**

- A. The Organization will have the right to post notices of its activities and matters of organizational concern on teacher workroom bulletin boards.
- B. The Organization will have the right to use WPSD email and electronic calendars, as well as building mailboxes for general communication to staff.

**Section 8: Use of School Buildings and Equipment**

- A. The Organization will have the right to use school buildings (in accordance with District policy) and equipment for the legitimate business of the Organization. Use of equipment is subject to approval of the building principal. Such approval will not be arbitrarily or unjustly withheld. Requests must be made in advance.
- B. The actual cost of use will be paid to the District annually to cover cost of the use of the above mentioned equipment.

**Section 9: Organizational Business**

- A. Duly authorized representatives of the Organization and their respective affiliates will have the right to transact official organizational business on school property at reasonable times, provided that this will not interfere with or interrupt normal school operations.
- B. No views on matters relating to supervisor-teacher or Board-Organization relationships will be discussed in the presence of students or posted in areas normally accessible to students.

**ARTICLE III: EMPLOYEE RESPONSIBILITIES, RIGHTS AND WELFARE**

**Section 1: Shared-Decision Making**

The District has as its highest priority the best instructional program possible for its students. This priority is expressed in the Mission Statement as developed by a broad base of people represented by parents, community members, students, Certified and Classified staff members, as well as the Board.



It is a further belief that an excellent instructional program is developed and delivered by a professional staff and administration that is dedicated and well trained. One aspect of an excellent instructional program is the recognition that those people directly involved in the instruction of students need the responsibility as well as the accountability to make the decisions that affect instruction as close to the instructional program as possible. Therefore, the Board supports the development of a shared-decision model in the District.

The terminology of a shared-decision model contains two components. Site based decisions refer to the concept that decisions are best made at the level closest to the people affected by those decisions. Shared-decision refers to a participatory method of decision-making. Shared-decision making is a broader concept that includes the concept of site-based decision-making. A shared-decision model has various components. Some of the components include: parameters of decisions, levels of decisions, design of a variety of shared-decision models, communication and accountability systems, and etcetera.

The model of consensus building is recognized and endorsed as a process to be used in shared-decision making. It is also recognized that consensus building is only one of many possible tools as decisions are made in a collaborative effort. A basic tenet of consensus building is the belief that shared-decision making is a way to make decisions in an environment of respect for each individual and each group. Problems are handled not as sides but as issues to be solved in a creative way.

At this time it is not possible to identify all the parameters of shared-decision. As we move toward development of the concept, there will be discussions and reassignment of responsibilities that will need to take place as new issues are identified. This open-endedness is recognized and accepted as we move to a new way of making decisions in the future.

The Board recognizes that all the development of a shared-decision model is an evolutionary process. All of the complexities of development of a shared-decision model in the District are unknown at this time. As issues come up they will be discussed and resolved.

The District believes there are various levels of decisions to be made in a complex organization such as a school system. The various levels at which decisions are made include:

A. Board Level Decisions

The Board has determined to use a Policy Governance model and as such sets the District Purpose policy. The Board charges the Superintendent to carry out this policy. This policy defines the goals and measured outcomes for the District including staff and students.

B. District Level Decisions

The Board directs the Superintendent of Schools to carry out the District Purpose Statement policy.

C. Building Level Decisions

Decisions that reflect instructional programs are often best made at the level closest to the students. The staff and administration of each school building need to develop a system of shared-decision making. Each building is responsible for determining building goals, budget development reflecting those goals, curriculum delivery systems, instructional practices, hiring, and day-to-day operations. In order to insure that shared-decision making is working at the optimum level within the building, each building will be required to have an annual evaluation of the process in place for their shared-decision making model.

D. Building/District Decisions

1. The District will be responsible for staff development programs to meet District goals. The District will coordinate staff development when programs will assist more than one building. Staff development programs are to be developed by the buildings independently to meet building goals. Each building is responsible for funding its own staff development programs to meet its goals.
2. All buildings participate in state and local assessments. Buildings have the autonomy to implement their own formative or common assessments.
3. Decisions that are made in one building that can potentially affect the programs or instructional delivery systems of curriculum in other buildings need to be referred to a standing broad based committee that reflects the views of other buildings as well as views of the District.

**Section 2: Teacher Responsibilities**

- A. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the students of the District. Therefore, teachers are responsible to conduct themselves professionally as well as make a conscientious effort to meet, as required within reason, with children, parents, colleagues, and/or consultants.
- B. The District from time to time, might require certified personnel to update their knowledge or skills in school related areas. If this situation arises, the District will provide adequate timelines for reasonable completion of the requirement.

**Section 3: Teachers Personnel Files**

Access to a teacher's personnel file will be subject to the provisions of the Colorado Open Records Law.

- A. Upon request, a teacher will have the right to review the contents of his/her permanent personnel file (and to make copies of any document contained therein at the teacher's expense), with the exception of recommendations provided to the District on a confidential basis or information protected by law.

- B. Except as provided in A, no materials derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's permanent personnel file unless the teacher has had an opportunity to review such material. Anonymous materials will not be placed in permanent personnel files. The teacher will acknowledge that he/she has had the opportunity to review such material by signing the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents. The teacher will also have the right to submit a written response to such material and will be reviewed by the appropriate District official and attached to the file copy.
- C. All formal documents will be signed and dated by both teacher and supervisor before placement in the file.

#### **Section 4: Teacher Work Product**

The ownership of materials, processes, or inventions, including computer software programs, developed by persons in the employ of the District – including faculty and all other staff – produced solely for the District and at District expense will be vested in the District and will be copyrighted or patented, if at all, in its name.

To encourage employees to develop such materials and programs for use within and outside the District, special agreements may be initiated between the creators of the materials and the District, through the Superintendent. In those instances, where materials, processes, inventions, or computer programs are produced by an employee with District support, by use of significant time, facilities, equipment, or other District resources, the ownership of the materials, processes, inventions, or computer programs will be vested in the person designated by written agreement between the parties and entered into prior to the production. In the event there is no such written agreement entered into, the ownership will be vested in the District.

The ownership of materials, processes, inventions, or computer programs developed solely through the individual effort, time, and expense of the employee and be copyrighted or patented, if at all, in his or her name.

#### **Section 5: Discipline**

Disciplinary interviews and reprimands will be considered in private except that a teacher will be entitled to have a representative of the Organization, or some other representative of the teacher's own choosing, present at any meeting when disciplinary action is to be taken or is being investigated. The teacher has the right to rebuttal.

#### **Section 6: Grievance**

Any teacher with a grievance will follow the procedure outlined in Policy [GBK-R1](#) found on District Website - Online Policy Search.

#### **Section 7: Calendar Work Year and Day**

The teacher contract year will be 177 days for returning staff members and 179 days for newly hired staff members. The calendar for a part-time staff member is based on full-time equivalency (FTE). Attendance at Parent/Teacher Conferences is mandatory regardless of FTE status. Teachers will work four 12 hours days, two per semester, to allow for evening

conferences. Each 12 hour day will be equivalent to 1.5 contract days. Each building, coordinated through the District, may determine its own conference schedule.

As professionals, staff is expected to attend reasonable building and District obligations.

The non-student contact days will be allocated as follows:

- Three days (2 Staff Development and 1 Work) prior to the beginning of the school year (Four days [3 ½ Staff Development and ½ Work] for newly hired staff members);
- Collaboration days will be allocated throughout the school year as a time for professional dialogue, collaborative planning and/or professional development aimed at improving student learning and growth;
- One day at the end of the first semester will be a Staff Development day with a minimum of one-half day provided for teacher work to include scoring semester exams, and/or completing report cards. The use of the other half of the Staff Development day will be determined at the building level;
- One day for the exclusive use at the building level for Staff Development;
- One K-8 data work day;
- One work day at the end of the school calendar year.

### **Section 8: Professional Meetings**

Teachers may be granted professional leave at full pay to attend a professional meeting or make a professional observation when school is in session. Requests will be granted on the basis of the importance of the meeting and the value to the District as determined by the administration.

The teacher should notify the District in writing in advance of a leave requested. The administrator will make a decision in a timely manner.

### **Section 9: Teachers Leaving Time**

School day for teachers will begin 15 minutes to 30 minutes before student instruction begins and end 15 minutes to 30 minutes after students are dismissed. In a safety situation, teaching staff will be allowed to leave school following the final student dismissal only when staff presence is not required to meet District obligations.

Teaching staff will notify the building office when leaving school prior to the end of the school day.

### **Section 10: Duty Free Lunch**

Each licensed teacher and special service provider will be entitled to a continuous duty free lunch period amounting to thirty (30) minutes.

### **Section 11: Jury Duty/Legal Leave**

All employees will be granted leave for serving on jury duty. The employee will be paid regular salary less the amount of jury duty fees and will not be reimbursed for mileage. An employee who reports for jury duty, but is excused for the day will not have to report back to work.

Employees who are subpoenaed to appear in court as a representative of the District will receive time off with pay upon turning over to the District any fees they receive for appearing with the exception of mileage expenses. The District does not pay for court appearances for personal reasons.

### **Section 12: Use of Personal Furniture or Equipment**

The use of personal furniture or equipment is at the discretion of the building administrator. Any personal furniture or equipment IS NOT covered by District insurance. If personal furniture or equipment is destroyed or damaged, the District IS NOT held responsible.

### **Section 13: Guest Teachers**

In recognition of the potential disruption to normal school activities from the extended use of guest teachers, the District will fill vacant teaching positions as soon as possible.

### **Section 14: Student Teacher Supervision**

The supervisor(s) of a student teacher will receive a stipend paid by the college or university.

### **Section 15: Class Size Statement and Recommendation**

Statement: The Board states that a low pupil-teacher ratio has been this District's policy and is of utmost importance in achieving the best possible education for the children in this District. The Board does not recognize a policy whereby para-educators are hired in lieu of professional teachers.

Recommendation: The Board states that a pupil-teacher ratio of 20:1 in grades K-3 and 25:1 in the intermediate and upper grades is desirable.

On a yearly basis, the administration will work to get as close the recommended class sizes as possible. This will involve finding solutions at each building and between buildings.

### **Section 16: Committees**

#### **A. General District Committees**

- Principals will make everyone aware of all District committees that will operate during the school year as the need arises.
- All staff members will be informed of and given opportunities to volunteer for committees. In the case no volunteers or too many volunteers, building principals will work to make sure their building is well represented on District committees.
- Reports from working committees will be communicated to staff.

#### **B. Curriculum Study Committees**

- Teachers will be asked to serve on Curriculum Study committees with the purpose of curriculum alignment, defining grade-level benchmarks/expectations, K-12 alignment, identifying essential skills, creating common assessments with textbooks and/or materials and results of the work done, but not necessarily the focus of the process.
- Any textbook selections and suggestions will be presented to the Board of Education for consideration and possible adoption.
- Curriculum Study Cycle committees will consist of teachers and administrative staff.

- C. Advisory Committees for Principal and Superintendent Selection
- Faculty members will be on the Advisory Committee(s) for the selection process of Superintendents and principals.
  - Minimum determination of the faculty membership from the Organization to the Advisory Committee:
    - Building Principal – At least one (1) member from the Organization with a minimum of three years in that building will be on the Advisory Committee. The committee only advises, the Superintendent makes the final selection.
    - Superintendent – At least one (1) member from the Organization with a minimum of three years in the District will be on the Advisory Committee. The committee only advises, law mandates that the Board of Education selects the Superintendent.
- D. Interview committees
- Interview Committees will be made up of appropriate team members/department members and highly qualified faculty with the final composition of the committee determined by the building principal and/or appropriate administrator.
- E. Mandated committees approved by the Board
- District Accountability Committee (DAC) is approved by the Board and must meet the requirements as mandated by Colorado Statute C.R.S. 22-7-104.
  - Evaluation Council (see also Article IV, Section 11) is approved by the Board and must meet the requirements as mandated by Colorado Statute C.R.S. 22-9-107(1).

## **ARTICLE IV: EMPLOYEE CONTRACT**

### **Section 1: Contracts**

- A. All instructional personnel, except guest teachers, will be employed upon the basis of a written contract prior to employment.
- B. All employment contracts of certified teachers, except that of the administrators, will extend for a period of one school year or the remainder of the school year.
- C. Staff will be paid on the 20<sup>th</sup> day of the month or the Friday before if the 20<sup>th</sup> falls on the weekend. The cut-off day for payroll is the 8<sup>th</sup> of each month. All staff is required to be paid via Direct Deposit.

### **Section 2: Teaching Conditions**

- A. The success of the educational program in the District depends upon Highly Qualified teachers and Administrators working professionally in a collaborative and supportive environment.
- B. For the purposes of this policy, the Board will recognize the educational organization which has the largest number of certified teachers employed by the District.

### **Section 3: Work Distribution**

- A. The Superintendent will work with building administrators to strive toward equitable distribution of teachers among buildings based on needs.
- B. It will be the goal to provide teachers with a daily average of 45 consecutive minutes of planning time free from any assignments during the hours when students are in the school. Should this practice interfere with program and/or scheduling, it will be up to site-based councils to work out an acceptable alternative. Building proposals regarding alternatives will be presented to the Superintendent for review. Planning time will be a shared responsibility of the District and the buildings.

Planning time for part-time employees will be negotiated at the building level and in proportion to their work hours.

Planning time is intended for planning. Any exception is at the discretion of the individual building administrator for example collaborative planning, parents meetings, etc.

- C. The Board recognizes that a maximum secondary teaching load of two separate courses during a semester is desirable. The Board will endeavor to limit the teaching load to this maximum, subject to the limitations of scheduling and pupil load. Under normal circumstances, secondary teachers will not be required to have more than three preparations per day.
- D. A teacher may volunteer to cover a class during his or her planning period to avoid scheduling a guest teacher. The teacher will be paid a small stipend consistent with substitute pay in half-hour increments by the District.

### **Section 4: Job Sharing**

See policy [GCGC](#) and [GCGC-E](#) on the District website Online Policy search.

### **Section 5: Transfer**

#### **A. In Building Transfers**

In building transfers are rearranging internal faculty, by the principal, due to open positions within the building. In buildings transfers are the decision of the building principal based on communication between the staff and the principal. If a teacher is interested in a transfer, they should self-advocate with their principal. Any unfilled positions become open.

#### **B. In District Transfers**

Open positions will be posted in all District buildings, during the school year and on the District website for a minimum of three working days. Highly qualified employees may apply for such positions by completing a request for transfer form and may attach pertinent information not contained in their personnel file. Those applicants will be screened for a possible interview.

The posting requirement of this article does not apply when the change in position is only a title or job description change.

C. Involuntary Transfers

Teachers are subject to transfer at the discretion of the administration and subject to approval by the Board. The supervisor will conference with staff members of potential involuntary transfers as early as feasible under the circumstances to explain the reasons for transfer. The teacher will have the opportunity to request a transfer back to the previous position or another position at a future date. Reasons for transfers will be reviewed by the Superintendent with the teacher who is subject to the transfer.

Written reasons will be given for a transfer or denial of transfer.

D. Transfer to a Newly Opened Building or if Closing or Consolidating

Prior to the opening or closing of a building, a form will be distributed to all certified staff. Each individual certified staff employee will prioritize a list of variables that will be utilized to assist in placement.

District Office Administration in conjunction with the building administrator(s) affected by the opening of the new building or the closing of a building will meet to determine placement of staff. This administrative team will attempt to meet each individual employee's number one priority.

E. "Last Minute" Transfers

In cases where a "last minute" transfer in grade level or position occurs after registration, that if it is needed, support in the form of extra planning time will be granted to that teacher in order to prepare for the curriculum.

**Section 6: Inability to Perform**

The inability to perform the duties of the contracted position as determined by a licensed physician will be basis for termination of contract in compliance with the American Disabilities Act (ADA).

**Section 7: Dismissal**

A. Procedure

The procedure for the dismissal of teachers will be in accordance with existing statute.

**Section 8: Staff Reduction in Force**

See policy [GCQA](#) and [GCQA-R](#) on the District website Online Policy search.

**Section 9: Exit Interview**

A certified staff member resigning from the District has the opportunity to request an exit interview with the building principal and/or the Superintendent. If the staff member is not satisfied with the outcome of the exit interview they may request an exit interview with the Board of Education. Interviews will be limited to twenty (20) minutes in length unless mutually extended by the parties.



### **Section 10: Probationary Teachers**

The Board may refuse to renew the contract of any probationary teacher. In the event a teacher is not to be reemployed, the Board will provide written notice to the teacher on or before June 1. Such non-renewal will be in accordance with existing statute.

### **Section 11: Evaluation**

The Evaluation Council is independent of the Meet & Confer Process and must meet the requirements as mandated by [Colorado Statute CRS 22-9-107\(1\)](#).

A. The Board of Education will appoint an advisory Evaluation Council which will, at a minimum, consist of the following members:

- One teacher
- One administrator
- One principal
- One resident from the District who is a parent of a child attending school within the District
- One resident from the District who is not a parent of a child in the District

This council will consult with the Board as to the fairness, effectiveness, credibility, and professional quality of the certificated personnel performance evaluation system and its processes and procedures and will conduct a continuous evaluation of said system.

In the event the Council determines revision is warranted the revision will be presented to the Board no later than August to be implemented for the following school year.

B. The primary purpose of the Evaluation System shall be to ensure the effectiveness of the instruction provided to the students of Woodland Park Schools.

C. The following definitions will apply to this section:

1. Probationary Staff – refers to certificated staff members who have not initially received three (3) consecutive years of effective ratings or staff previously classified non-probationary who receive two (2) consecutive ratings below effective.
2. Non-Probationary Staff – refers to certificated staff members who have received three (3) consecutive years of effective ratings and do not meet conditions for losing non-probationary status if scoring below effective.
3. A direct observation will be a first hand observation by the evaluator.
4. An evaluation will be the evaluator’s formal preparation of the evaluation form and the joint evaluator/evaluatee conference.
5. An evaluation year will end on or before the last day of the evaluatee’s contract year.

D. Criteria for evaluating certificated personnel will be based upon the position job description. If any comments about the certificated staff member or the certificated staff member’s performance appear on the evaluation that are not within the job

description, the certificated staff member may ask that the evaluation be rewritten with the irrelevant comments excluded. If the principal refuses to rewrite the evaluation, the certificated staff member may immediately appeal in writing to the Superintendent for relief.

- E. All certificated personnel will be evaluated annually.
- F. Probationary certificated personnel will receive a minimum to two (2) direct observations of forty-five (45) minutes or more, with formal written feedback and a post-observation evaluator/evaluate conference. Non-probationary certificated personnel will receive a minimum of sixty (60) minutes of direct observation time, with at least one twenty (20) or more minute session, each year with formal written feedback and a post-observation evaluator/evaluatee conference. Formal feedback will be placed in the certificated personnel online file.
- G. When the evaluator is satisfied that an acceptable number of observations, no less than outline minimums, have been conducted and the evaluation process is complete, an evaluation report will be performed in accordance [Colorado Statue C.R.S. 22-9-106](#).
- H. Each certificated staff member will have access to copies of all evaluation reports placed in his/her personnel file.
- I. The evaluation report will not be submitted to District Administration, placed in the personnel file, or otherwise acted upon without prior conference with the certificated staff member. Such report will be signed by both parties to indicate the report has been reviewed, but not necessarily in agreement.

Within seven (7) working days after the receipt of the original report, the certificated staff member may attach written comments to the report before it is reviewed by the evaluator's supervisor.

- J. Ineffective or Partially Effective Work For Non-Probationary Certificated Staff Member
  1. Any certificated staff member performing at the Ineffective or Partially Effective level will be placed on an Effectiveness Support Plan and provided a secondary evaluator for the subsequent school year.
  2. If it is determined by the supervisor that the certificated staff member's performance is significantly below that which is expected, the certificated staff member will be placed on a Plan of Remediation and provided a secondary evaluator for the subsequent school year.
  3. Any certificated staff member place on a Plan of Remediation will not advance on the salary schedule.
- K. Loss of Non-Probationary Status
  1. Any certificated staff member performing at the Ineffective or Partially Effective level for two (2) consecutive years will lose their non-probationary status.

2. Certificate staff who receive a second consecutive rating of Ineffective or Partially Effective and who are not employed on an at-will basis may appeal their rating using the structure set forth in the State Board of Education rules and Woodland Park Appeals Process.

Detailed information regarding the District Evaluation System & Educator Effectiveness may be found on the District website under Human Resources.

**Section 12: Teacher Employment, Compensation, and Dismissal Act**

The District complies with all statutes.

**ARTICLE V: SALARY SCHEDULES**

	<b>BA (Base Salary)</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>BA+50 MA</b>	<b>BA+60 MA+10</b>	<b>BA+70 MA+20</b>	<b>BA+80 MA+30</b>	<b>BA+90 MA+40</b>	<b>BA+100 MA+50</b>	<b>PhD</b>
<b>Minimum</b>	<b>\$34,650</b>	<b>\$35,798</b>	<b>\$36,946</b>	<b>\$38,095</b>	<b>\$39,242</b>	<b>\$40,391</b>	<b>\$41,539</b>	<b>\$42,686</b>	<b>\$43,834</b>	<b>\$44,981</b>	<b>\$46,130</b>

*Based on a work calendar of 177 days for returning staff and 179 days for newly hired staff*

**Section 1: Experience Schedule**

The [salary schedule](#) will be approved by the Board which will provide for a base salary, annual increments for experience, classifications in accordance with academic preparation, maximum allowable, payment for co-curricular assignments, allowances for prior experience of a degreed teacher in another school, and the academic requirements necessary for the receiving of the salary increment. The Board will work to maintain a salary schedule which will ensure the quality of the teachers retained will continue to be high.

**Section 2: Provisions**

The District will determine qualifications and placement on the salary schedule according to the following provisions:

- A. Placement on the salary schedule is based on years and applicable credits listed on an official college transcript; carry-over hours will be noted for future advancement; no salary credit for conferences/workshops, etc. if not listed on an official college transcript; Masters/Ph.D. credit must be in staff member’s specific field or an educational field.
- B. Salaries for Newly-Hired Teachers: Initial salary determination will be based on outside licensed experience of up to seven (7) years of experience, provided the experience occurred within the last sixteen (16) years and the employee has worked at least one (1) year in the past five (5) years. The Director of Human Resources shall ensure existing staff salaries are not surpassed by salaries of newly hired teachers with comparable experience and education.
- C. For position identified by the District as ‘Hard-to-Fill’, the Director of Human Resources may consider full-time years of experience in a relevant, professional setting so long as

the individual held a recognized state issued certificate or license in the same field of employment.

- D. One (1) year of experience will be considered to be a school year. Half increments will not be granted. A teacher employed after the first day of the school year will be deemed to have served the first full school year if the period of continuous and uninterrupted employment during that year begins on or before December 31.
- E. Salaries for Returning Teachers: A salary increase may be added each contract year per approval of the Board of Education. Approved increases are applied to a staff member's existing salary level as a percentage and/or a fixed dollar amount. Increases are applied equitably among all certified staff. All certified staff, at all salary levels, are subject to approved increases. Any percentage increase will be applied first, then fixed dollar amounts will be applied if necessary. The District minimum base salary will be impacted by only percentage increases.

In each contract year that fixed dollar amount increase is granted, the increase shall be applied only to returning staff members. This amount will become part of a staff member's recurring compensation and shall not be applied to the minimum base salary. A returning staff member's salary increase shall be greater than the increase applied to the minimum base salaries.

Since 'cells' no longer exist on the salary schedule, each staff member's current salary will be used as the base calculation for increases in the next fiscal year.

- F. Incentive 'Steps': A teacher employed during or before the 2016-2017 school year will receive as an incentive an additional \$1,000 of annual salary after completion of his/her seventh (7<sup>th</sup>) or fourteenth (14<sup>th</sup>) year in the District, depending on availability of funds. This is for only the next milestone (7<sup>th</sup> or 14<sup>th</sup>) that will be reached under the Conditions of Employment for the 2017-2018 school year through the 2023-2024 school year. Staff newly hired for the 2017-2018 school year and thereafter are not eligible for Incentive Steps.
- G. When funds have not been available for compensation increases, movement on the salary schedule will resume from current salary placement when funds become available.
- H. A teacher who returns from a leave of absence will have up to two (2) years of leave counted toward an equal number of vertical steps on the salary schedule providing the teacher was teaching full time while on leave except in times when the salary schedule was frozen during the leave.
- I. A teacher who resigns from the District and is rehired within two (2) years shall receive full credit for prior experience with the District. Placement on the salary schedule will be determined accordingly. Leaves of absences of one (1) school year or more shall count toward the two (2) year limit.

### **Section 3: Co-Curricular Activities**

- A. Since the Meet & Confer Process has been moved to the fall, timing of staffing co-curricular have been affected. To meet student participation, coaching and sponsor needs, the activities director(s) [Elementary principals act as Activities Directors in their building] can adjust positions based on these needs within the current budget.
- B. Co-curricular activities will be considered work above the regular teaching load. The increments provided will be in addition to the regular salary as determined by the [co-curricular salary schedule](#).
- C. A three day in-house notice will be posted seeking teachers who would be eligible to be appointed by the Administration or activities director for co-curricular responsibilities for which they are qualified.
- D. The co-curricular duties of each teacher will be mutually agreed upon by the teacher and the activities director. If the teacher wishes to withdraw from a co-curricular duty, he/she must give the principal or activities director written notice and such withdrawal will be subject to the approval of the Board.

### **Section 4: Change in Classification**

- A. Changes in classification will be granted September 1 each school year when funds are available. The effective date for this change in classification is September 1. Classification change and payroll notification is contingent upon receipt of official transcripts. Should official transcripts be delayed, an official certification of completion will be sufficient for the interim.
- B. College and university credits will be recognized for advancement and placement on the salary schedule subject to the following:
  - 1. When funds are available;
  - 2. Credit has been granted by a recognized college or university;
  - 3. Are senior level or graduate level classes;
  - 4. Are in the field in which the teacher is assigned or area of professional responsibility and worked into professional objectives. Coursework outside the area of responsibility and undergraduate work will be accepted for advancement on the salary schedule if the teacher has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the teacher's professional advancement and/or teaching assignment;
  - 5. Credits taken before a degree is conferred will not be considered for placement above that degree on the schedule;

6. Each horizontal increment is based on ten (10) semester credit hours or one hundred fifty (150) contact hours of credit with the exception of the change from the BA+30 column to the BA+50/MA column. Count begins AFTER hire date and restarts AFTER Masters date.

Salary increases for additional education are reflected in the following table. These amounts may be adjusted annually by the Board of Education approved percentage increase awarded to returning staff members. The increase(s) will be applied to a staff member's existing salary level to create a new recurring salary.

	BA	BA+10	BA+20	BA+30	BA+50 MA	BA+60 MA+10	BA+70 MA+20	BA+80 MA+30	BA+90 MA+40	BA+100 MA+50	PhD
Additional Education Increases	-	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148	\$1,148

C. Out of District Conference/Workshop Credits

1. Official certificate from conference showing topic, hours, and date;
2. To be eligible, in-service credit sessions must be in the field in which the teacher is assigned or what is learned in staff development is demonstrated in the classroom and/or area of professional responsibility and worked into professional objectives. Coursework outside the area of responsibility will be accepted for advancement on the salary schedule if the teacher has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the teacher's professional advancement and/or teaching assignment;
3. Effective September 1, 2015: Preapproval process required for classification change conference/workshop credit.

D. Approved District Professional In-service Credits will be allowed for advancement on the salary schedule for staff development with the following conditions:

1. When funds are available;
2. To be eligible, in-service credit sessions must be in the field in which the teacher is assigned or what is learned in staff development is demonstrated in the classroom and/or area of professional responsibility and worked into professional objectives. Coursework outside the area of responsibility will be accepted for advancement on the salary schedule if the teacher has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the teacher's professional advancement and/or teaching assignment;
3. Fifteen hours of approved class time are equivalent to one (1) semester credit hour;

4. Summer/District Professional Development Classes;
5. Preapproved Building Professional Development Classes run through IRTs;
6. No classification credit earned if District pays Extra Duty Pay (Stipend).

E. Committees/Teams

1. Recertification credit for licensure renewal only.

**Section 5: Salary Schedule**

A copy of the [Certified Salary Schedule](#) is available on the District website.

**ARTICLE VI: ABSENCES**

**Section 1: Leave Days**

- A. Every teacher will be given twelve (12) days of leave per year to be used for illness, bereavement or personal reasons. Fourteen (14) days of leave will be given to all teachers new to the District who have attended the beginning of the school year's new teacher orientation training. Leave days are not intended to extend vacations or to create vacations. Advance leave requests are subject to the following restrictions:
1. All requests for leave must be approved by the principal and/or supervisor.
  2. Except in the case of an emergency, leave requests will be in writing. Requests must be made to the principal and/or supervisor as far in advance as possible.
  3. Leave may be granted for a purpose during which a teacher receives remuneration when the purpose projects increased professionalism and visibility for the District. The leave granted shall be considered professional leave and not counted against the personal leave granted to each employee. The leave will be granted with the building principal's approval. The teacher shall retain the stipend and reimburse the District the cost of the guest teacher or the amount of the stipend, whichever is less.
  4. If a staff member requests a leave day and then school is cancelled on that day, the staff member will not be charged for that leave day. If a staff member requests a leave day and then school is subject to a "delayed start" or "early release day", the staff member will be charged for a half-day of leave for that leave day.
- B. Leave days are granted each month at a prorated amount based on total leave day entitlement for a full contract. If a staff member leaves the District prior to the actual granting of days used, adjustment will be made in final pay.
- C. When an employee is sick for an extended period of time or out on bereavement, they may use up to eight (8) days of their accumulated sick leave – if available. Beyond that, they must draw from their current twelve (12) leave days prior to continuing the use of their accumulated sick leave and final leave. The staff member must request this in

writing and approval will be at the discretion of the building principal or District. A teacher may be required to furnish a health certificate or documentation of death from a doctor duly licensed to practice medicine.

- D. Any teacher requesting a leave day may not be held responsible for reporting to school due to lack of available guest teachers. However, any such teacher will be expected to give due consideration to any actual school emergency. Teachers will call as early as possible in the morning should an emergency leave day be needed.
- E. At the discretion of the District, any teacher may be required to furnish a health certificate from a doctor duly licensed to practice medicine in the State. The District reserves the right to have the teacher's health status reviewed by a doctor of its own choosing with the cost of such examination to be paid by the District.

### **Section 2: Sick Leave Bank**

The sick leave bank is a voluntary sick leave plan and not the responsibility of the District. See Policy [GBGH](#) on the District Website Online Policy Search.

This is an activity independent of District benefits and was established by those who wish to contribute to help members in the case of catastrophic and/or unforeseen emergencies; membership under these guidelines is voluntary. The sick leave bank is administered by a committee appointed by the membership of the bank; the committee maintains sick bank records.

- A. The committee will have a representative from the elementary level, secondary level, and from administration (Finance Department).
- B. Committee decisions will be made on a case-by-case basis with the intent to maintain consistency and compassion (not function as an appeal board).

### **Section 3: Organization Leave Bank**

Certified staff members may voluntarily donate leave days to be used by Organization officers and members that are involved in the Consensus Circle for professional leave to be determined by Organization officers. A maximum number of leave days equal to two (2) days per year, may be utilized by each Consensus Circle members. Days utilized by Organization officers or designees outside of the Consensus Circle must have prior approval by Organization officers and Building Administration.

### **Section 4: Leaves of Absence**

Leaves of absence may be granted by the Board for Foreign Service teaching for up to two (2) years. Other leaves of absence may be granted by the Board as specified in the section of this Article. With the exception of sabbatical leave, leaves of absence granted by the Board will be without pay. Eligibility for application for leave of absence requires the employee to have been an employee of the District continuously for a minimum of five (5) years. In addition, an employee must have received an evaluation rating of effective or highly effective during each of the continuous five (5) years of employment.



To the extent allowed by COBRA, teachers granted leave of absence will be offered participation in the District's medical benefit package. If accepted, the cost of the plan will be the responsibility of the teacher. Payment for premiums will be paid to the District in advance. An employee who does not continue health benefits during leave is treated as a new employee upon return to the District's medical benefit package.

No payment of salary will be made during the duration of the leave of absence. The teacher on leave of absence will not be eligible for any benefits except as required by [The Family Medical Leave Act](#) and District disability policy.

In computing the salary for the year following such leave of absence, unless the leave is for less than one (1) semester, any base salary changes granted in that year to other teachers of the same classification will be effective. Changes in the base portion of the schedule would affect the teacher on leave upon returning to active status, but salary increases must be earned and the employee would lose his/her increase if he/she was not on active teaching duty during the leave of absence.

Leave of absence does not affect the employment status of a teacher.

- A. Any teacher in the District may be granted a leave of absence to be used in travel, study, or for the restoration of health or family care.
- B. Ordinarily, no leave of absence will be granted to permit a teacher to take gainful employment in another field of work.
- C. A teacher will file a request to be granted a leave of absence on or before May 1 for the following academic year. This deadline will not apply to foreign-service teaching.

#### **Section 5: Maternity Leave of Absence**

See policy [GBGE](#) on the District website Online Policy search.

#### **Section 6: Parental Leave of Absence**

See policy [GBGE](#) on the District website Online Policy search.

#### **Section 7: Emergency Medical Leave of Absence**

A leave of absence may be granted for the employee who is temporarily unable to perform the duties of his/her position and expects to be able and intends to eventually return to full duties. An Emergency Medical Leave of Absence does not affect other leave of absence limits, sick leave pay, disability pay, etc. An employee on Emergency Medical leave does qualify for District benefits in accordance with [The Family Medical Leave Act](#).

An employee will be required to request an Emergency Medical Leave of Absence when he/she becomes temporarily unable to perform the duties of his/her position due to a medical condition; i.e., under a physician's (M.D. or D.O.) continuing care. The employee will furnish a physician's statement defining the specific temporary disability and the minimum duration of anticipated absence. Employee will not be permitted to return to duties without a statement of full release from the physician of record.

### **Section 8: Sabbatical Leave**

- A. Sabbatical leave may be granted for study including but not limited to availability of District funds for an employee who has been with the District a minimum of seven (7) continuous years. The District will pay the employee half salary during the leave.
- B. Teachers accepting sabbatical leave must return with the District for a period of two (2) years. A contract must be signed setting forth contingent penalties if the teacher does not return to the District for the contractual period.
- C. To facilitate budgetary planning and obtain maximum consideration, applications for leave must be submitted to the District by the first regular Board meeting in October of the school year preceding the school year of leave.
- D. Programs of study must be submitted to the Board in writing by November 30 and are subject to approval of the Board.
- E. Teachers accepting sabbatical leave will be offered continued participation in the District's health/dental insurance to the extent allowed by COBRA. If accepted, the cost incurred will be withheld from their salary. An employee who does not continue health benefits during leave is treated as a new employee upon return to the district's medical benefit package.
- F. No teacher will be eligible for sabbatical leave more often than once in seven (7) years.

### **Section 9: Contracts after Leave**

- A. A teacher on any leave will be offered a contract the year following the teacher's leave and be given the opportunity of returning to the same position which the teacher had prior to the leave based on availability of the same position. "Same" is defined as grade level or primary/intermediate at the elementary level and the same department at the secondary level. A teacher returning from leave is subject to routine changes within the level or department on the same basis as continuing teachers.
- B. If a teacher who is on leave of absence plans not to return, the teacher will notify the District at the earliest possible time in accordance with Colorado school law.

### **Section 10: Preapproved Leaves**

If a snow day(s) occurs during a pre-approved leave, the day will not be charged to the employee. The employee will not be allowed additional days to be added to the employee's pre-approved leave time.

### **Section 11: Federally Mandated Family Leave**

The Conditions of Employment will conform to the federally mandated family leave policy [GBGF-R](#) found on District Website Online Policy Search.

### **Section 12: Unused Leave Pay**

Of the annual twelve-day minimum accumulation, a Certified staff member will be paid the current substitute rate for two (2) days for each year of full service during which two (2) or more leave days were unused at the end of the year. A teacher employed after the first day of the school year will be deemed to have served the first full school year if the period of continuous and uninterrupted employment during that year begins on or before December 31. Two (2) days per year up to a maximum of twenty (20) days will be paid when a certified staff member leaves the District for any reason other than early retirement. This benefit will be paid with the last contractual payout.

## **ARTICLE VII: BENEFITS AND RETIREMENT**

In Fiscal Year 2019, the District makes the following monthly benefit contributions totaling up to \$6,297.60 for those individual staff members qualified and electing to participate:

- Health Insurance: \$490.25 per month
- Dental Insurance: \$33.05 per month
- Life Insurance: \$1.50 per month

### **Section 1: Definitions**

- A. Full-time: Certified employees are contracted for at least thirty-five (35) hours per week.
- B. Part-time: Certified employees are contracted for less than thirty-five (35) hours, but at least .5 FTE on a regular basis.
- C. Limited Part-time: Certified employees are contracted for less than .5 FTE in a regular position.
- D. Short-Term: Certified employees are contracted for not less than one (1) month nor longer than (1) year. Short-term employees do qualify for District benefits.
- E. Guest Teacher: A guest teacher is one who takes the place of an absent Certified employee or fills a vacant position without a contract. Guest teachers are employed on a temporary or long-term basis. A temporary Certified guest teacher takes the place of an absent Certified employee from one (1) to twenty (20) days and is paid the current guest teacher rate. A long-term guest teacher takes the place of an absent Certified employee for twenty-one (21) or more continuous days and is paid at the per diem rate of a BA from the current Certified Salary Scale beginning with the 21<sup>st</sup> day. A long-term guest teacher may be absent within the continuous twenty-one (21) days for illness, bereavement, accident, weather related problems, religious holidays or childbirth without it impacting the accumulation of days required to receive per diem pay. Guest teachers do not qualify for District benefits.

### **Section 2: Workmen's Compensation Insurance**

In accordance with Colorado State Statute, the District contracts with a workmen's compensation carrier to cover the cost of injuries to employees incurred while performing the duties of employment. When an employee is injured on the job, the statutes require a

report be filed by the District. Employees are required to notify the District within one (1) working day of the accident. All Workmen's Compensation injuries must be treated by a Medical Network affiliated physician or at a Medical Network facility. A Medical Network Handbook is available in each building. Employee will inform the physician of the claim for Workmen's Compensation.

Workmen's compensation time cannot be charged against sick leave unless requested by an employee. To use your annual sick leave to make up the remaining one-third not covered by Worker's Compensation, the employee will need give written permission.

### **Section 3: Health Insurance Coverage**

Full-time employees are those who work at least thirty (30) hours per week during the school term. Employees who work .5 FTE on a regular basis may receive 50% of the employee rate towards purchase of health insurance. The effective date of coverage for all new full-time employees of the District is the first of the month following thirty (30) days of employment. The first payroll deduction for dependent coverage will take place during the month prior to effective date of coverage. Enrollment must be completed by the eighth (8<sup>th</sup>) of the month preceding the month in which coverage commences or the employee must file an application for coverage and prove eligibility. Covered employees may add a spouse and/or dependent children within thirty (30) days after the marriage date. Children may be added within thirty (30) days after birth or adoption.

Employee benefit coverage ceases on the last day of the month in which the final contract payout is received.

### **Section 4: Dental Insurance**

Full time employees are eligible to receive the maximum District contribution toward a dental insurance option.

### **Section 5: Life Insurance**

Full time employees are eligible to receive the maximum District contribution toward a Life Insurance and Accidental Death and Dismemberment option.

### **Section 6: Disability Insurance**

PERA provides disability insurance. See [PERA](#) website or contact PERA for details.

### **Section 7: Tax-Sheltered Annuities**

A variety of tax-sheltered annuity programs are available from private insurance companies. The District does not endorse any one company's plan for tax-sheltered annuities. If you wish to initiate a payroll deduction plan for an annuity, please contact a company representative. A list of these representatives is available from the District Payroll Office.

### **Section 8: COBRA**

The District complies with current COBRA law. You or your dependent will be required to pay the full monthly cost of health coverage once you leave the District. The right to continue coverage due to death, divorce, or dependent status must be exercised within sixty (60) days of the event.

The District is permitted to charge an additional 2% to cover administrative costs.

### **Section 9: General Liability – Bodily Injury and Property Damage**

The District provides an insurance policy covering general liability to all employees carrying out their school related duties and responsibilities as long as these duties are carried out within the scope of responsibility or policy of the District. Negligence is not covered under this policy. However, the District also maintains a wrongful acts insurance policy, which covers teacher and other employees in cases of liability not covered in the general liability policy. The insured amount exceeds the [Colorado Governmental Immunity Act](#) where such act is applicable. Examples of acts covered under these policies would include libel, slander, assault, false arrest, etc.

PLEASE NOTE: District staff using their personal car for school business such as transporting children to a co-curricular activity, are not covered under the District's liability policy. District staff in such cases, must maintain their own automobile liability insurance coverage.

### **Section 10: Public Employees Retirement Association**

State statutes require that all public employees contribute to the Public Employees Retirement Association ([PERA](#)). Contributions to PERA are prescribed by law. The District contributes the percentage designated by law of each enrolled employee's gross salary to PERA and the employee contributes the percentage designated by law.

### **Section 11: Mileage**

The same general policy will apply to all personnel and District officials in regard to reimbursement of expenses. This policy will be as follows:

- A. Upon District pre-approval, personnel who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of properly filled out and approved voucher and supporting receipts as required by the District.
- B. When official travel by personally owned vehicle has been authorized, mileage payment will be made at the current District rate.

### **Section 12: School Assignment of Staff Members' Children**

Transfer requests for assignment of students to another school within the District will be considered on space available. Preference will be given to staff who submit the required request on a first to be considered, last to be removed basis.

### **Section 13: Public Employees Retirement System**

Please refer to current statute.

### **Section 14: Retirement Incentive**

- A. A full time certificated employee who has been employed by the District for fifteen (15) years of continuous service can qualify for participation in the retirement incentive program of the District. District employees who were previously BOCES employees and

provided services to the District on a full time basis will have these years of service counted toward their eligibility. No employee will receive credit while on any type of leave of absence, as described in Article VI, Section 4, if absent for a period of half a year or more. A staff member that has been on leave for no more than two years will be re-instated at their previous level.

- B. The employee will give notice of retirement a minimum of ninety (90) days prior to the date of retirement. Employees are not eligible for retirement incentive benefits if they qualify for disability benefits under PERA or the long-term disability insurance program carried by the District. When known, the employee should file intent to retire with the Business Office by March 15 of the previous year to facilitate proper budgeting.
- C. Retirement incentive benefits will be computed according to the following formula based upon the number of days of all accumulated leave days multiplied by the pay rate indicated:
  - 15-27 years of District service – current substitute pay rate
  - 28-30 years of District service – current substitute pay rate less \$10.00
  - 31-33 years of District service – current substitute pay rate less \$20.00
  - 34+ years of District service – current substitute pay rate less \$30.00
- D. One-third of the retirement incentive payment will be made with the last contractual payout. The remainder will be paid in the month of July following the first year of retirement.
- E. Approved leaves of absence will not be considered breaks in service.

**Section 15: District Early Retirement Incentive**

The District early retirement incentive is not currently available, but will be evaluated annually.