

Summary of 2016 CCEA Bargaining Agreements

May 2016

Representatives of School District Fremont RE-1 and the Cañon City Education Association (CCEA) have reached a tentative agreement on the following items:

Master Agreement Language Additions/Revisions

Basic clean up/revision of the overall Master Agreement was completed. A few Articles were added and some were revised. Articles affected were as follows:

- Article 3 related to the District Insurance Renewal
- Article 5 in relation to our new K-5 Trimester calendar.
- Article 5 in relation to compensating teachers who supervise kids in addition to those already assigned to them in times of substitute shortage.
- Article 8 in relation to evaluation appeals processes, evaluation timelines, and incorporating Measures of Student Learning to evaluation.
- Article 19 related to the Salary Enhancement Plan

Article 3-17: This article was revised as there is no longer an Insurance Committee

- 3-17 The Association will annually appoint two (2) representatives to serve on the District's Insurance renewal committee for the purpose of collaborating with administration on renewal decisions from a licensed staff member standpoint. (revised 2015-2016)

Article 5-1-3: This article was revised as a result of the district offering the option for grades K-5 to complete report cards on a trimester basis as opposed to a quarterly basis.

- 5-1-3 It is recognized as of the 2016-17 school year that teachers who instruct students in grades K-5 will be given the opportunity to complete student report cards on a trimester, as opposed to a quarterly basis, so long as this is done building-wide. It is also understood that the decision to switch to a trimester grading system was made at the district level, but a decision to stay on a quarterly system can be made at the building level through a site based decision making process in consultation with the district.

As a result, it is recognized that additional calendar challenges will arise between grade K-5 and grade 6-12 programs. Thus, the annual Calendar Committee is directed to make every effort necessary to end trimesters at a time which teachers on such a schedule have more than just a two-day weekend to complete and submit their grades, and at which time those grades will not be required to be submitted until the beginning of the first work day after such an extended break.

Additionally, despite this shift to the trimester grade reporting option for K-5 teachers, the scheduled number of teacher contract days shall continue to include one flex work day to take place at or around the end of each quarter of the grade 6-12 quarterly grading system for ALL teachers in grades K-12. This flex work day will be reserved for mid-trimester or end-of-quarter professional responsibilities to be conducted by each teacher in the setting of their choice. Professional development activities or other collaborative/group activities shall not be scheduled on such days unless requested or organized by teachers. The district and association recognize that teachers have many professional responsibilities to conduct on such days, which may include but not be limited to; preparation of end-of-quarter grades, writing RTI plans, writing READ plans, writing or reviewing IEPs, and grading common quarterly assessments, as well as others not listed. While these duties may be conducted on a flexible time schedule, it shall be each individual teacher's responsibility to have such work completed according to normal deadlines established and clearly communicated by the district and building principals. (revised 2015-2016)

Article 5-5: This language was added to the agreement to provide a way in which teachers can be compensated for taking on the load of additional students on days when the district is not able to secure all necessary substitutes. (Articles 5-5 through 5-9 were subsequently renumbered 5-6 through 5-10

- 5-5 Any teacher who takes all or a portion of another teacher's class for the full day due to a sub shortage shall be compensated the daily rate the district pays for a substitute teacher. If two or more teachers split the class requiring coverage the daily sub rate shall be shared equally. A teacher may voluntarily waive such compensation. (new 2015-2016; subsequent articles were renumbered)

Article 8: In an effort to align this with the requirements of SB 191 many changes were made to this article that guides the way we conduct teacher evaluation. Key areas of focus included changing language to align with the new state evaluation system, adjusting annual evaluation timelines in order to allow for year-end student achievement data to be used, providing written notice to probationary teachers as to their standing prior to the actual wrap up of their evaluation, how MSIs will be incorporated into evaluation processes, and adding an evaluation rating appeals process as required by state law. Because so many changes were made we have included the article in its entirety and left areas highlighted where changes were made for easier reference.

ARTICLE 8 - Teacher Evaluation/Personnel Files

- 8-1 The purposes of teacher evaluation shall be to serve as a basis for the improvement of instruction, enhance the implementation of curriculum, serve as a measurement of professional growth and development of licensed personnel, evaluate the level of performance of licensed personnel, and serve as documentation for an **ineffective** performance dismissal proceeding. *(Revised 2015-2016)*
- 8-2 Evaluation shall be a continuous process involving the teacher, principal, and central office administrative personnel. Major emphasis shall be placed upon teacher self-evaluation and evaluation by building principals. Evaluations shall be based upon teacher-principal conferences, visitations by the principal, and **indicators of effectiveness as established in Colorado's educator effectiveness evaluation system**. The district evaluation procedures are in the Licensed Personnel Performance Evaluation System notebook. *(Revised 2015-2016)*
- 8-3 The following guide shall be considered as a minimum for the frequency of visitations and teacher-principal conferences.
- 8-3-1 **Probationary Teachers: The evaluator will conduct and provide feedback on a minimum of 6 walkthrough observations of approximately 10 minutes in length each, with a minimum of 4 taking place prior to the conduct of a formal mid-year evaluation meeting as directed in the Licensed Personnel Performance Evaluation System notebook, and the remainder taking place prior to a final evaluation meeting. (Revised 2015-2016)**
- 8-3-2 **Non-probationary Teachers: The evaluator will conduct and provide feedback on a minimum of 3 walkthrough observations of approximately 10 minutes in length each, with a minimum of 2 taking place prior to the conduct of a formal mid-year evaluation meeting as directed in the Licensed Personnel Performance Evaluation System notebook, and the remainder taking place prior to a final evaluation meeting. (Revised 2015-2016)**
- 8-3-3 **Additional observations may be conducted by central office administrative personnel or the building principal. (Revised 2015-2016)**
- 8-4 **Probationary teachers shall receive a mid-year written evaluation report prior to February 1st and a final written evaluation report prior to May 15th on an annual basis. Prior to February 1st all Probationary Teachers shall be given written notice, within their mid-year teacher evaluation, as to the likelihood their contract will be renewed for the following year. Prior to May 1st all Probationary Teachers shall be given formal written notification, as prescribed in article 8-4-1, as to the likelihood their contract will be renewed for the following year. A final recommendation for contract renewal, or non-renewal, shall be made by the building principal**

by the end of the work day on or before May 15th. Non-Probationary teachers shall receive a mid-year written evaluation report prior to February 15th and a final written evaluation report prior to May 15th on an annual basis. All written evaluation reports shall be specific as to the strengths and weaknesses in the performance of the individual being evaluated, be specific as to what improvements, if any, are needed in the performance of the licensed personnel, and set forth recommendations for improvement. All evaluation reports shall be electronically signed by the teacher and evaluator. In doing so the teacher acknowledges that he or she has had the opportunity to review the evaluation report, with the express understanding that doing so in no way indicates agreement with the contents of the evaluation report. Teachers will also have the right to submit a written response to the evaluation report. Such response shall be reviewed by the Superintendent and attached to the permanent file copy. *(Revised 2015-2016)*

8-4-1 Sample May 1st Probationary Employment Status Notification *(Added 2015-2016)*

Dear Probationary Teacher

According to our Master Agreement Article 8-4, all Probationary Teachers will have a meeting with their direct evaluator prior to May 1st of each year for the purpose of receiving preliminary feedback regarding their future employment standing within the district. At this meeting the evaluator will, in writing, indicate whether they intend to recommend the employee for renewal, non-renewal, or if they are unsure of a recommendation at this time.

This preliminary recommendation will not be legally binding, but is for the purpose of allowing the employee to better understand their current employment status within the district.

As per the agreement I am notifying you that, as of now, my recommendation would be as follows:

I intend to recommend your contract to be renewed.

I intend to recommend you for non-renewal.

I am still unsure about what my recommendation will be.

Signed _____ Date: _____

8-5 As per current Colorado law, 50% of each teacher evaluation shall consist of both collective and individual Measures of Student Learning (MSLs) that can be attributed to the teacher being evaluated. For this purpose, the District Evaluation Council has created an evaluation calculator to be used by teachers to propose which MSLs will be used and to what extent.

8-5-1 As established by the Evaluation Council, an attributable collective measure must consist of a minimum 12.5%, but not more than a maximum of 16.7% of a teacher's entire evaluation. No single attributable individual measure can consist of less than 12.5% of a teacher's entire evaluation.

8-5-2 All teachers will be trained by the school district on an annual basis in how to utilize the evaluation calculator.

8-5-3 All teachers will submit a personalized sample evaluation calculator outlining the MSLs they propose to incorporate into their evaluation to their principal for approval by October 15th of each contract year. This timeline can be extended with the expressed written approval of the teacher and principal.

8-5-4 The District will create a list of MSL examples teachers might choose to incorporate into their evaluation, and the District will promote opportunities for teachers to develop common grade level, subject area assessments that might be used as individually attributable MSLs.

8-5-6 Principals shall once again review a teacher's declared MSLs each year during their mid-year evaluation process to make sure they are still appropriate for use. Such MSL goals may be adjusted at this time with the expressed written approval of the teacher and principal.

8-5-7 Final evaluation reports shall be completed through the Colorado Department of Education on-line evaluation system and through the completion of an evaluation calculator for each teacher evaluated. After finalization of the evaluation process a pdf copy of the on-line evaluation, and a pdf copy of the evaluation calculator tied to it, shall be sent to the teacher, and hard copies shall be placed in the teacher's personnel file at the District Administration office. It is understood the teacher, the district, and the principal will be able to access finalized evaluation reports within the the Colorado Department of Education's on-line evaluation system for years to come.

(Revised 2015-2016)

8-6 While the use of electronic devices such as computers, networks, smart phones, etc. are likely to be used in the evaluation process, the use of audio/video recording devices for the purpose of capturing teacher performance must have the consent of the person involved. Any practice of eavesdropping, via public address or audio systems, and similar surveillance devices is strictly prohibited.

8-7 On request, a teacher will be given access to any class visit or evaluation report prepared by their evaluator and be entitled to a conference to discuss such report. If the teacher desires, such conference shall be conducted in the presence of a representative of the Association.

8-8 Personnel Files

8-8-1 Upon request, a teacher shall have the right to review the contents of his or personnel file(s) except for confidential references given prior to time of employment, and to make copies of any documents contained therein at the teacher's expense.

8-8-2 No material derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's personnel file(s) unless the teacher has had an opportunity to review such materials. Anonymous materials shall not be placed in such files. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his or signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material on the condition that such answer is submitted within 15 days after the date on which the teacher was given opportunity to submit the teacher's answer. The answer shall be reviewed by the Superintendent, or the principal in the case of building-level files, and attached to the file copy.

8-8-3 The teacher may request a copy of all material placed in the teacher's personnel file(s) whether it be a formal evaluation or informal comments. Such materials shall be signed by both teacher and supervisor before placement in the file(s).

8-9 A teacher, at his or her option, may have an Association representative present at any conference that involves a reprimand of the teacher by, or a disagreement with, any member of the District administration. When the teacher desires that an Association representative be present at such conferences, the teacher will arrange for the representative's presence within two (2) days. In case of a serious parental complaint about the teacher, every effort will be made to resolve the complaint with the involvement of the teacher, parent, and principal, when possible.

8-10 Appeals Process *(new 2015- 2016)*

8-10-1 The non-probationary teacher shall file a written appeal with the superintendent of schools within fifteen (15) calendar days of the teacher's receipt of the superintendent's written notice informing the teacher of his or her 2nd consecutive performance rating of ineffective or partially effective. This appeal must be submitted to the superintendent of schools in the format recommended in Article 8-10-7

8-10-2 A non-probationary teacher's grounds for appealing a 2nd consecutive rating of ineffective or partially effective shall be limited to the following: The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating, or the data relied upon was inaccurately attributed to the teacher.

8-10-3 The non-probationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate.

8-10-4 An appeals committee consisting of the superintendent of schools (or designee), an administrator who did not evaluate the teacher submitting the appeal, and two teachers not employed in the school from which the employee has submitted the appeal (with at least one to be a member of the association) shall review the non-probationary teacher's written appeal and provide the teacher with a written decision regarding the appeal within thirty (30) calendar days of the superintendent's receipt of such appeal.

8-10-5 In order to overturn a rating of ineffective or partially effective, a majority of the committee must find that the rating was inaccurate.

8-10-6 Should the committee not come to a majority decision, the superintendent shall be the final decision making authority in determining the teacher's final performance evaluation rating.

8-10-7 Recommended format for submission of an appeal:

Name: _____ Date: _____ Location: _____ Assignment: _____

Indicate whether this is an appeal of a first or second evaluation rating lower than effective.

Please explain in detail the reasons you believe the evaluator did not follow evaluation procedures that adhere to the requirements of the applicable law and that failure had an impact on the teacher's Performance Evaluation Rating. State all facts supporting your claim:

Please explain in detail the reasons you believe the data relied upon was inaccurately attributed to you (Please attach additional pages if necessary). State all facts supporting your claim:

Please provide detailed information that demonstrates why you believe a rating of effectiveness was appropriate. State all facts supporting your claim:

Note: Any documents and or proceedings related to this appeals process shall remain confidential.

Article 19: As a result of general language clean-up we came to the realization that information about the Salary Enhancement Plan was not readily available at the district office and so rewrote it to align to our newly negotiated salary schedule. This article provides opportunity for employees who have reached the bottom of our salary schedule in the MA+36 and MA+48 columns to earn the equivalent of a 1 step salary increase for a year twice during their career.

19-8 The Salary Enhancement Plan is an opportunity for an experienced teacher to develop a tangible product for the benefit of the District and to realize professional compensation enhancement.

In order to be eligible to participate in the Salary Enhancement Plan a teacher must obtain an effective or higher rating on the district teacher evaluation process, and be at step 30 of the MA+36 column or at step 32 of the MA+48/Double MA column of the Teacher Salary Schedule.

The Salary Enhancement Plan must be a product that supports one of the teacher's school, or one of the district's, UIP goals and a participating teacher must receive prior approval by the director of human resources in consultation with district and building administration before October 1st of the contract year they wish to be compensated in order to become eligible.

The Salary Enhancement Plan final product must be submitted by June 1st of the contract year and, if completed satisfactorily, payment shall be made within 30 days of its completion as a one-time bonus amount. This amount will be equal to one experience step in the appropriate column of the current Teacher Salary Schedule, and such employees are eligible to participate in this process a maximum of two times during their career. (*revised 2015-2016*)

A memorandum of understanding was created to guide the process by which staff development time is planned at the district level and the amount of time that can be dedicated to such efforts.

**Memorandum of Understanding: Collaborative Planning of Staff Development
May, 2016**

It is recognized by the District and the Association that professional development, or the process of improving and increasing the job capabilities of staff members through access to education and training opportunities provided in the workplace, through outside organizations, or by engaging with others who model or perform similar job tasks, is key to developing a school system that effectively meets the instructional needs of its students.

It is agreed that any time such professional development training is required to take place outside of the regular contract day and year, teachers will be fairly compensated for their time as per our negotiated agreement. It is also recognized that, on occasion, such professional development offerings may need to be guided by the school district in order to support effective implementation of system-wide improvements (such as implementation of new district-wide curriculum programs or effective use of newly purchased instructional resources). However, it is also recognized that time for school level, collaboratively selected professional development opportunities that include participation in decision making by building level leadership teams, must be reserved in each school building.

In balancing these beliefs listed above, it is agreed that a District-Wide Professional Development Committee, consisting of 4 teacher association representatives appointed by the teacher association, and 2 district level representatives appointed by the superintendent of schools, will meet each spring prior to the creation of the annual school calendar in order to develop a plan for the allocation of district-wide and school level professional development time to be utilized in preparation for, and during the following school year. Upon completion of this plan, it will be communicated to the calendar committee, which will then allocate days in the calendar to address all stated professional development needs, indicating which are district and which are building level. Additionally, on an annual basis the District-Wide Professional Development Committee will, by the last day of the contract year, and again before the first day of the next contract year, send out a clear communication to all staff members delineating upcoming professional development plans that are new, as well as all ongoing district-wide professional development opportunities that will remain in existence for the coming school year.

Finally, we negotiated a new salary schedule for the 2016-17 school year and an agreement how teachers will be placed into it. The reason for the new salary schedule is we came to the understanding that our former 4% steps (almost \$1,300) were too much to afford considering current school finance patterns. This has resulted in our being unable to award experience steps for the past 6 years, which has even put some people in a position where newly hired staff members with less experience than they have actually come in to the district at higher pay than they currently receive.

Our solution involves creating a salary schedule with 2% steps, while also including provisions to eventually buy-back the 6 steps that have been lost over the past 6 years.

Each staff member will first move into our new salary schedule AT A SALARY EQUAL TO OR GREATER THAN WHAT THEY CURRENTLY RECEIVE.

Each staff member will then be awarded additional steps for every year they have served the district during the past 6 years above 3 years.

Additionally, each staff member who, at the end of this school year has been here for at least 2 years, but less than 4, will be awarded an additional step.

Admittedly our solution sounds like a bit of a complicated one. But if you follow the process we have outlined you should easily be able to calculate where your new salary will be. Mr. Welsh has also been kind enough to create a screen video showing some examples of how this might be done.

So to determine what your new salary will be please use the salary schedule attachment we have provided and complete the following steps:

- 1. Determine where you were in the old salary schedule (tab FY15-16) being sure to note the particular column you were assigned to and the actual dollar amount (i.e. BA, BA+12, BA+ 24, etc.)**
- 2. Click on the FY 16-17 tab, find your column (i.e. BA, BA+12, BA+ 24, etc.) and go to the dollar amount in that column that is slightly more, but no less than, the salary you earned for 15-16.**
- 3. Add your additional steps as follows: For every year you have served the district as a certified staff member during the past 6 years award yourself a step. For example, if you have been here for the last 5 years, move yourself 5 steps higher in pay in your column. We are having you do this step because we want you to realize this is where you should be if we were able to buy back all of your steps this year.**
- 4. From this point move yourself back 3 steps in pay. This will be your salary for the 2016-7 school year.**
- 5. For teachers who, by the end of this school year, have been in the district for at least 2 years but less than 4, please conduct this final move. Simply locate where your new salary is on the salary schedule as determined by step 2 above, then move award yourself 1 additional step in this column. This will be your salary for the 2016-17 school year.**

If this process confuses you, please watch the video Mr. Welsh has invited you to view. It is quite helpful.

Going into negotiations our main compensation goal was to solve the problems created by 6 years of step experience freezes. This plan does not get us there this year, but with the addition of the MOU that follows we believe it will be very possible to have everyone at the experience step they belong within the next 3 to 4 years.

This is the additional MOU language that was negotiated:

**MOU Language
May, 2016**

Beginning with the 2017-18 budgeting process, missing experience steps accrued by remaining CCSD certified employees who worked in the district between 2010 and 2015 will be restored at a rate of 1 step per year before any additional budgetary expenditure priorities are established. This budget priority will remain in effect until all such experience steps have been restored.