

Negotiated Teacher Rights**A. Use of School Buildings by Staff During Non-school Hours**

Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made with the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.

B. Just Cause

No teacher shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process. This provision does not apply to the non-renewal of probationary teachers.

C. Evaluation of Students

The teacher has the right and responsibility to evaluate student performance in accordance with the individual schools' policy. Evaluation systems will be utilized which are non-discriminatory, fair and consistent.

If an evaluation or grade is brought into review, an administrator will consult with the teacher who made the evaluation or issued the final grade. If the review results in a change, the administrator will provide written notification to the teacher in a timely manner.

D. Official Personnel Files**1. District Personnel File**

The District will maintain an official District personnel file/record in the Office of Human Resources for each teacher. Although not necessarily maintained in the same location, the District will keep separate sub-files of each individual's personnel file. Examples of information that could be in such sub-files are: 1) health records and documents; 2) documents related to grievances; 3) documents related to administrative leaves; and 4) documents related to disciplinary measures. Access to these sub-files/records will be restricted to only those District employees who have a need for such access as determined by the Assistant Superintendent of Human Resources. Anytime these types of personnel files/records are accessed for a purpose which may negatively affect the teacher, the teacher will be notified of the identity of the person accessing the file and the purpose for that access within two (2) workdays unless the teacher would have already been aware of such access.

2. Building File

Building level files/records for individual teachers are not part of the official District personnel file/record of the teacher but must comply with the same expectations identified in this Policy for District personnel files/records, including sub-files when applicable.

3. Access to Files

- a. Upon request and at an agreeable time, any teacher or any individuals authorized by the teacher will have the right to review the contents of his/her building file/record and/or the official District personnel file/record, including the sub-files.
- b. The Assistant Superintendent of Human Resources will allow access to a teacher's official District personnel file/record including any sub-files only in the following instances:
 - i. Personnel of the Office of Human Resources are conducting routine duties associated with their job responsibilities; or
 - ii. Designees of the Assistant Superintendent of Human Resources are conducting business of the District in accordance with their job responsibilities.
- c. The Office of Human Resources will keep a log of all individuals who access the teacher's personnel file/record including sub-files and indicate the reason for that access, except for personnel who work in the Office of Human Resources and are conducting routine business associated with their job responsibilities.
- d. The District will provide a copy of this log to the teacher if the teacher requests it.
- e. When the District receives a court order to open and/or deliver/transmit any electronic information held or in the possession of the District related to the teacher's personnel file/record and/or disciplinary file/record the District must notify the teacher within three (3) workdays unless such notification is prohibited by law.

4. Copies of Documents in Files

If a teacher or a designated representative requests a copy of material contained within his/her building file/record and/or the official District personnel file/record including sub-files, the District will provide the copy of that material at no charge.

5. Anonymous Materials in Files

No anonymous materials shall be placed into the teacher's official District personnel file/record.

6. Right to Respond to Documents in Files

The teacher shall have the right to submit a written response to any document filed in her/his official District personnel file/record. The teacher's written response, if any, shall be attached to all copies of the document to which it pertains.

7. Required Signature on Evaluation Documents

Consistent with Policy 4170 the teacher must sign all documents related to evaluations that are placed into the official District personnel file/record of the teacher. Signatures will be submitted electronically as required within the District's evaluation program. The teacher's signature does not indicate agreement with the content of such material. The teacher will be provided with a copy of the signed document, or have access to print the signed document.

8. The teacher will have such other rights pertaining to access of personnel records as provided by state and federal law.

E. Criticism of Teachers**I. Process for Addressing Criticism**

1. The process for addressing criticism or concerns brought to an administrator regarding a specific teacher is:
 - a. Step 1: Contact the teacher about whom the concern was raised to discuss the concern and the administrator's initial judgment about the seriousness of it.
 - b. Step 2: The administrator may then choose to consider the investigation into the matter completed or conduct additional investigation into the matter and shall communicate this information to the teacher.
 - c. When reasonably necessary, the building administrator may not follow the above process. For example, to comply with the law, to respond to requests from law enforcement, to comply with a court order, or when no specific individual is attributed to the criticism or concern.
 - d. The intent of this section is to ensure that concerns are addressed in a timely manner and that the parties involved are aware of the process for considering the concern.
2. In addition to the above, the teacher will be given written notice of, and have the right to respond to, any material or information which is critical or negative in any nature concerning the teacher, and to be advised of the source of any such information, before such material or information may be used in any formal process involving matters such as reprimand, discipline, suspension, reduction in compensation, transfer, evaluation or termination.

Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the administrator has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source. While information from anonymous sources can be provided to the teacher, such information will not be used in any of the formal processes identified in the previous paragraph.

II. Process for Submitting Documents of Criticism into Files

1. Documentation of materials of a critical or derogatory nature shall not become part of a teacher's official District personnel file/record including the disciplinary sub-file unless the following conditions are met:
 - a. When an administrator receives information, which, in the administrator's judgment, could become part of the process as outlined in (E)(I)(1) above, the administrator prior to the utilization of said material in any formal process, has the obligation to inform the teacher of that material in a timely manner, subject to section (E)(I)(2) above.
 - b. If the supervising administrator intends to place any document(s) in the teacher's personnel file that is critical, derogatory in nature or may adversely affect the teacher's employment status, the administrator shall hold an in-person meeting with the teacher and present him/her with two (2) copies of the document signed by the supervising administrator. The supervising administrator shall keep an additional signed original copy of the document for use, if needed.
 - i. The teacher will sign the document within seven (7) workdays and return one (1) copy of it with her/his signature to the supervising administrator.
 - ii. The teacher's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s).
 - iii. The teacher will retain an original of the signed document(s).
2. If after seven (7) workdays the teacher has not returned a signed copy of the disciplinary document, the supervising administrator will:
 - a. make a notation (date and signature) on the supervising administrator's signed copy of the disciplinary document that the teacher failed to sign the disciplinary document,
 - b. communicate to the teacher that the disciplinary document will be placed in the official District file/record, and
 - c. place the disciplinary document in the teacher's disciplinary sub-file of the District personnel file.
3. Only a document, which has a signature from the supervising administrator and otherwise meets the requirements of (E)(II) may be placed in the official District file/record.
4. No anonymous materials shall be placed into the teacher's District personnel file/record.

III. Process for Teachers to Submit a Written Response to Documents in a File

1. The teacher shall have the right to attach a written response to any document filed in her/his official District personnel file/record.
2. The teacher shall have forty (40) working days to submit a written response. The forty (40) working days to respond shall commence at the time of an in-person meeting with the supervising administrator when the disciplinary documents were presented to the teacher as referenced above. The teacher will sign the response.
3. The Assistant Superintendent of Human Resources, or designee, must provide signed documentation of receipt of the teacher's response within five (5) working days either by email, District mail and/or U.S. Mail, whichever method(s) will provide the most expeditious communication.
4. The teacher's written response, if any, shall be attached to the document to which it pertains.

IV. Process for Addressing Documents of Criticism in a Building Personnel file/record

The teacher shall have the right to attach a written response to any document(s) or material(s) filed in her/his building personnel file/record. The building supervisor/administrator shall follow guidelines similar to those described in the immediately preceding sections except that the building supervisor/administrator shall assume all responsibilities identified for the Assistant Superintendent of Human Resources.

V. Process for Addressing Documents of Criticism in a Building Personnel File/Record

1. Upon written request to the principal, in the case of a building file/record, or to the Assistant Superintendent of Human Resources in the case of the disciplinary sub-file of the teacher's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the teacher from the file/record. Commencing at a time not less than sixty (60) working days after being notified that a document is being placed in a file, the teacher may provide a written request for the removal from the file/record of notation, which reflects adversely upon that teacher. If the request for removal is granted, all documents and materials associated with the notation will be expunged. If the request is denied, the appropriate administrator shall provide the teacher with the written reasons for denial. Nothing in this provision will preclude the appropriate administrator from removing such documents earlier or without a request from the teacher, nor does it preclude a teacher from making a request after a reasonable period of time after being denied. This section shall not pertain to ratings or comments on evaluations or observations.
2. If a teacher is exonerated following the completion of an investigation during which the teacher was placed on administrative leave with pay, all documents in any of the teacher's official District personnel file/record related to the incident or issue will be accessible

only to the Assistant Superintendent of Human Resources and/or the Superintendent, or their designees.

VI. In-person meeting with community members

It is the responsibility of a teacher to meet with students and/or their parents regarding a question or criticism of his/her job performance, if the students or parents request a meeting. In the event of such a meeting, the teacher may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the teacher.

F. Professional Communications

In all meetings involving teachers and administrators, the parties shall be responsible for ensuring that communications are conducted in a manner that maintains professional integrity.

G. Required Meetings or Hearings

Any teacher required to appear at a meeting or hearing before the Superintendent or his/her designee or the Board, or representative thereof, or to make an oral/written statement concerning a matter which could adversely affect the employment of the teacher, will be given written notice of the reason(s) for such a meeting or hearing and will be entitled to have another person of his/her choosing present to advise or represent him/her. The meeting will be scheduled at a time that allows the teacher to secure representation. In addition, if the member chooses initially to attend such a meeting without a representative but requests a representative during the meeting, the administrator conducting the meeting shall halt the meeting in order to schedule it for a time when a representative can attend. This policy, however, does not preclude a teacher and administrator from having normal conferences and conversations. Any suspension of a teacher pending charges will be with pay.

H. Cooperating Teacher/Mentor Teacher

1. Each prospective cooperating teacher/supervisor may accept or reject a student teacher/resident or intern teacher. A teacher will receive the requests to take a student teacher/resident or intern at least three (3) weeks prior to the commencement of the assignment unless circumstances warrant otherwise. The prospective supervisor will be involved in the interviewing and the recommendation to hire any prospective resident or intern.
2. A cooperating teacher supervising a student teacher will be paid, in addition to his/her contract salary, the total amount of money received from the sponsoring college or university.
3. A mentor teacher of a resident or first-year teacher will be paid in accordance with Policy 4141.

4. The building decision to construct a staff design utilizing certified resident/intern teachers will be made in accordance with appropriate staff design directive. No school will exceed thirty percent of its certificated staffing allocation for other than certified teaching personnel.

I. Notification of Garnishment of Wages and Child Support Reporting

1. When the District is served with notification of garnishment action against a teacher, the District will, upon receipt, inform the teacher in writing of its legal obligation to garnishee the wage.
2. Upon the hiring of any employee the District will forward, in a timely manner, information required by federal and state child support laws to the appropriate federal or state agency.

J. Electronic Devices

1. Any information gathered by electronic devices shall be communicated to the teacher in a timely manner.
2. The provisions of section “B” above also apply to the use of information obtained through electronic devices.
3. Additionally, no information to be used in a teacher’s evaluation report shall be gathered by electronic devices without the written consent of the teacher.
4. The District will comply with all state and federal laws.

K. Payment for Damages to Personal Property

The District recognizes that losses to personal property occasionally occur in spite of the exercise of reasonable precautions. Accordingly, if losses as described below occur, and the District finds the employee acted prudently, the District will pay an amount up to \$250.00 per occurrence (“amount allowed”), and not to exceed \$50,000 in the District aggregate per fiscal year, to be paid either to the employee for the loss or toward the insurance deductible for the loss, upon the submission of a complete claim for such payment. A claim must include evidence of a police report, report to the principal or supervisor within 48 hours of notice of the occurrence of loss, a description of how the loss occurred and a statement about what precautions against the loss were taken, and proof that an insurance claim was filed or a statement that coverage is not available.

1. Personal Assault: In the event an employee, while acting within the scope of his/her employment, has his/her personal effects such as clothing, glasses or jewelry damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District, will under District procedures, reimburse the teacher the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee’s negligence.
2. Stolen Personal Items: The District will reimburse the employee the allowed amount for

wallets/purses, outerwear and briefcases and contents, if appropriate, which are stolen while on school grounds.

3. Stolen/Damaged Personal Property Used for Instruction: The District will reimburse the employee the allowed amount for stolen or damaged personal property used for instructional purposes at school.
4. Damaged Property – Automobiles: The District will pay the allowed amount toward the insurance deductible for automobile damage due to vandalism providing the employee was acting within the scope of his/her employment.

L. Space for Personal Property

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonable near to each employee's office, classroom, or workspace, that may be locked or secured to inhibit theft by students, visitors or vendors. In the event an employee brings a larger personal item for use at work, specific security arrangements should be made with the building administrator if there is not adequate secure space in or near the employee's work area.

M. District and Other Equipment and Technology.

1. When employees are issued or entrusted with District "electronic communication devices" (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, pagers and any other telecommunications devices that emit, receive or store digital information, displays a message (e.g. computers, iPods, iPads or other tablet devices, etc.), and electronic entertainment devices like electronic games and compact disc players. The District agrees to not hold employees responsible for lost or damaged equipment and/or ECDs when the employee's actions have been prudent.
2. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student ECDs as defined in the section (M)(1) above, the District will not hold the employee responsible for loss of or damage to the student's ECDs when the employee's actions in the matter have been prudent and consistent with policy or procedure.

N. Protection and Safety

1. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.
2. In order to meet the goal of having safe schools for employees and students while protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
3. It is not the intent of this policy to discourage individuals or groups from providing teachers with feedback, either positive or negative, regarding parents' or their children's concerns

about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.

4. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings, discussions of concerns, etc. should be scheduled outside of the scheduled instructional day. Teachers will not be required to meet with parents during instructional time. If parents attempt to address concerns regarding their child with a teacher while class is in session, the teacher will direct the parent to call to set up an appointment or to contact the principal.
5. When concerns are shared in a hostile manner by parents, guardians, or students through the use of abusive language, insults, threats, unwanted conduct, or loud discourse, the teacher is not obliged to continue.
6. Harassment/intimidation exists if an individual or group:
 - i. Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed.
 - ii. Threatens the employee with physical harm or actually harms a person.
 - iii. Damages, defaces or destroys private property of any person.
 - iv. Commits an act of harassment or intimidation (as defined by statute).
 - v. Places a person in position of feeling at risk of emotional or psychological harm.

Staff members, who believe they have been the subject of harassment and/or intimidation, or who have witnessed harassment and/or intimidation, will report the incident immediately to the principal or designee. The results of any investigation will be reported to the complainant and further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities).

O. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or application thereof will continue in full force and effect.
3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions or revisions to this policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.
5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the

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next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

LEGAL REFS.: C.R.S. § 14-114-111.5 (Child Support Enforcement Procedures)

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