Negotiated Agreement
Between
The Board of Trustees
of Laramie County School District Number One
and the

Cheyenne Teachers Education Association

Effective Dates:
July 1, 2010 - June 30, 2012
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ARTICLE 1 - RECOGNITION

1.1 The District recognizes the Association as exclusive bargaining agent of those certified employees under contract by the District in the following classifications:

A. Classroom teachers
B. Art, Music, and Physical Education Specialists
C. Title I Teachers/Specialists
D. Special Education Service Personnel
E. Counselors
F. Secondary Library/Media Specialists
G. Nurses
H. Social Workers
I. Teachers on Special Assignment (TOSA)
J. Homebound Teachers
K. Athletic Directors
L. Educational Specialists
M. Instructional Facilitators
N. Technology Integration Specialists
O. Coordinators

1.2 Organization Membership - Membership in any organization shall not be required as a condition of employment by the District.

1.3 Right of individual to appear - Nothing in this agreement is to be construed to preclude the personal appearance before the Board of any employee on his/her own behalf except as limited by the provisions of Article 13 of this agreement.

1.4 Electronic and hard copies of the Negotiated Agreement shall be kept by both parties for purposes of security and comparison. The CTEA and the Board shall be responsible for printing the Negotiated Agreement in full, or those parts that are altered, no later than thirty (30) working days following the ratification and verification of the contract by the CTEA and the Board. Distribution of the Negotiated Agreement shall be the sole responsibility of the CTEA.
ARTICLE 2 - DEFINITIONS

2.1 As used in this agreement:

A. “Board” is the Board of Trustees of Laramie County School District Number One.
B. “District” is the Laramie County School District Number One.
C. “Association or CTEA” is the Cheyenne Teachers Education Association.
D. “Superintendent” is the chief administrator of Laramie County School District Number One.
E. “Unit” is the employees of Laramie County School District Number One in the classification enumerated in Section One, Article 1, of this agreement.
F. “WEA” is the Wyoming Education Association.
G. “PLC” - A professional learning community is a collaboration of educators who works together to seek out best practices, test them in the classroom, continuously improve processes, and focus on results. A PLC is composed of collaborative teams whose members work interdependently to achieve common goals linked to the purpose of learning for all.
H. “Consensus” - A group has arrived at consensus when all points of view have been heard, and the will of the group is evident even to those who most oppose it.

A consensus decision is one about which each group member can honestly say:

“I believe you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because... It was reached fairly and openly, and it’s the best solution for us at this time.”

ARTICLE 3 - PAYROLL DEDUCTIONS

3.1 The CTEA will provide the District an alphabetical listing, by school, with social security numbers and a deduction amount for each member of the Unit requesting payroll deduction of dues, by October 25. Upon receipt of the aforementioned, the District shall deduct from the earnings of the requesting member of the Unit and remit those deductions to the CTEA and the WEA offices. Such deductions shall be withheld from the September through August payrolls.
ARTICLE 3 - PAYROLL DEDUCTIONS - CONTINUED

3.2 Once the District has received the list for each member, the amount of monthly deduction shall not be changed for that school year. Upon notification in writing from the CTEA, members may be added to or deleted from the original list.

3.3 The District shall assume no responsibility for the payroll deduction of dues for any member of the Unit who is on leave of absence or elects to discontinue their payroll deduction of dues during the contract year.

3.4 The District shall recognize Continuous Membership as defined by the Wyoming Education Association and shall facilitate its implementation with the assistance of the CTEA and WEA. Continuous Membership shall continue until such time as both parties agree to discontinue such practice.

ARTICLE 4 - DISTRICT'S RIGHTS

4.1 The Board has the exclusive right to manage the affairs of the District, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for the welfare, advancement or best interest of the District. No restriction or condition thereon shall be implied from this agreement, except as such restrictions or conditions are specifically set forth herein or are reasonably inferable from the express language of any article or any section hereof.

ARTICLE 5 - HEALTH INSURANCE

5.1 The District shall pay ninety-two percent (92%) of the monthly premium. The member of the Unit shall pay eight percent (8%) of the monthly premium. Representatives of the employee group covered by the plan shall be involved in determining the specifications when policy renewal is necessary.

5.2 Any member of the Unit who takes early retirement as authorized by law, may, by paying his/her own premiums, remain a member of the employees' insurance group for the District and be eligible for health insurance as a member of the group until such time he/she reaches the age of sixty-five (65) years.
ARTICLE 6 - LIFE INSURANCE AND DISABILITY

6.1 The District shall provide a term life insurance policy to all employees of
the Unit in the following salary classifications with the member paying two
dollars and fifty cents ($2.50) per month effective July 1 through June 30.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Life Insurance Coverage</th>
</tr>
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<tbody>
<tr>
<td>$45,000-$74,999</td>
<td>$60,000</td>
</tr>
<tr>
<td>$35,000-$44,999</td>
<td>$50,000</td>
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<tr>
<td>$25,000-$34,999</td>
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<td>$20,000-$24,999</td>
<td>$30,000</td>
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<tr>
<td>$15,000-$19,999</td>
<td>$25,000</td>
</tr>
<tr>
<td>Under $15,000</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

6.2 An optional dependent life and accidental death and dismemberment
policy covering $5,000 on the spouse and $2,500 on each child at one
dollar and sixty cents ($1.60) per month, effective July 1 through June 30,
per covered family is available with the employee making the total
contribution toward this option.

6.3 Any member of the Unit retires as authorized by law, may, by paying
his/her own premiums, remain a member of the employees' life insurance
group for the District and be eligible for life insurance as a member of the
group, if the terms of the life insurance contract then in force so permits,
provided that the specification for bid on the renewal or replacement of the
present policy shall include such provision.

6.4 A long-term disability policy shall be provided with the following provision:
a 90 calendar day waiting period or usage of personal sick leave,
whichever is greater - percentage of actual salary, 66 2/3%, with offsets of
other income - policy payable to age 65 - with waiver of premium rider -
maximum benefit of $7,000 per month - participation, teacher one dollar
and fifty cents ($1.50) per month effective July 1 through June 30, balance
to be paid by the District.

6.5 Upon receipt of proof that an employee, while receiving a monthly benefit
under the policy, has died after having been totally disabled for at least
one hundred eighty (180) consecutive days during the then current period
of disability, the carrier will pay a lump sum to the eligible survivor. The
payment will equal three (3) times the last monthly benefit. The last
monthly benefit will not be reduced due to wages earned under a
rehabilitation program.
ARTICLE 6 - LIFE INSURANCE AND DISABILITY - CONTINUED

6.6 Contingent upon meeting the minimum enrollment requirements, optional additional term life insurance shall be offered at employee expense.

ARTICLE 7 - RETENTION BONUS

7.1 Any member of the Unit who has completed a minimum of ten (10) years of continuous satisfactory service as an employee of the District, upon the completion of his/her contract during the year in which he/she reaches the aforementioned qualifications, shall be eligible for a one (1)-time retention bonus of one (1) percent per year of employment of his/her current step and column placement on the CTEA salary schedule upon leaving the District.

7.2 Any member of the Unit meeting the retention bonus requirements, or his estate, shall be paid the retention bonus when separation is forced due to sickness or death.

7.3 A member of the Unit who completes any portion of a contract year and then is forced to terminate due to sickness or death shall receive credit for a full contract year when computing the retention bonus.

7.4 Upon written notification, the employee may elect full payment of the retention bonus at the time of separation, or the employee may elect to defer all, or a portion, of the retention bonus until the first pay period of the next calendar year following the date of termination.

7.5 Employees whose absence is the result of a Board approved leave of absence shall remain eligible for the retention bonus.

ARTICLE 8 - LEAVE OF ABSENCE

8.1 A leave of absence without pay shall be granted to any employee having a good reason for extended absence from their employment. Application for such leave of absence without pay shall be made in writing to the Superintendent of Schools or his designee.
ARTICLE 8 - LEAVE OF ABSENCE - CONTINUED

8.2 Such leave of absence shall not exceed one (1) year, unless the Board of Trustees, at the request of the employee involved, gives special consideration for assignments that require more than one (1) year, or extend any leave of absence.

8.3 It is agreed that such leave of absence shall not effect previously accumulated seniority. An employee on leave of absence for one (1) year or less shall return to the same position. However, if the same position is no longer available or if the leave of absence exceeds one (1) year, the employee will be assigned to an equivalent position.

8.4 If an employee was on the differential pay schedule for an extra-duty pay assignment the year before he/she took a leave of absence and returns the next year to that same extra-duty assignment he/she shall retain their previously accumulated seniority and steps on the differential pay schedule.

ARTICLE 9 - PARENTAL LEAVE

9.1 In addition to sick leave, members of the Unit who are parents of a newborn or recently adopted child, or are expectant parents, may apply for a leave of absence without pay. If requested, leave shall be granted for a period not to exceed one calendar year, provided that additional leave may be allowed for a time certified as necessary by the attending physician. The member of the Unit may maintain his/her salary status and other fringe benefits upon returning from parental leave. The benefits provided by this Article may be utilized in conjunction with, but not in addition to, any benefits available to the member under the District's Family Medical Leave policy.
ARTICLE 10 - SICK LEAVE

10.1 Twelve (12) days sick leave (84 hours), with pay, shall be granted on the first contract day, to members of the Unit working an entire contract year. Members not fulfilling an entire contract year shall have days calculated on a pro rata basis of one (1) day earned for each fifteen (15) contract days worked. With the approval of the principal or supervisor, these twelve (12) days may be used each year for absence caused by illness in the member's family, or a member of the household of the member of the Unit which requires the assistance or presence of the member of the Unit. The requirements for support of sick leave may be set forth in policy by the Board of Trustees.

10.2 Two (2) days (14 hours) of the twelve (12) days (84 hours) may be used for personal circumstances not connected with sick leave, provided that no such day is taken before or after any holiday or during the first two (2) or last four (4) weeks of the school year, however, permission may be granted by the Superintendent in exceptional cases. If substitutes are not available, leave for personal circumstances may be denied by the building principal. Explanation of leave for personal circumstances shall not be required.

10.3 If not used, one (1) personal circumstance day may be carried over to the following academic year. Members of the Unit may not accumulate more than three (3) personal circumstance days in one (1) academic year. Any additional unused personal circumstance days will revert to sick leave. If not used, sick leave may be accumulated without limitation.

10.4 The initial sixty (60) working days of an absence caused by injury incurred on the job shall not be charged to sick leave. The absence must be initially verified by a physician's statement and shall be updated every fifteen (15) working days; and the injury reported on an accident report form by the building principal to the Assistant Superintendent of Human Resources. If the injury disables the employee for a period exceeding sixty (60) working days, the employee will begin exhausting their sick leave and/or apply for long term disability benefits.

10.5 Members of the Unit receiving salary benefits from Worker's Compensation may not receive more than one hundred percent (100%) of their salary from Worker's Compensation and the District combined.
ARTICLE 10 - SICK LEAVE - CONTINUED

10.6 A member of the Unit who has a minimum of ten (10) consecutive years of service with the District immediately prior to separation of employment shall receive compensation for unused sick leave up to a maximum of two hundred fifty (250) days utilizing the following tier:

<table>
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<tr>
<th>Unused Sick Days</th>
<th>Dollars Earned</th>
<th>Maximum Example</th>
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<tbody>
<tr>
<td>1-50</td>
<td>$20.00/day</td>
<td>$20 x 50 days = $1,000</td>
</tr>
<tr>
<td>51-100</td>
<td>$25.00/day</td>
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<tr>
<td>101-150</td>
<td>$30.00/day</td>
<td>$30 x 50 days = $1,500</td>
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<tr>
<td>151-200</td>
<td>$35.00/day</td>
<td>$35 x 50 days = $1,750</td>
</tr>
<tr>
<td>201-250</td>
<td>$40.00/day</td>
<td>$40 x 50 days = $2,000</td>
</tr>
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(i.e., Any member of the Unit with an accumulation of two hundred fifty [250] unused sick days would be paid seven thousand five hundred dollars [$7,500] compensation)

ARTICLE 11 - BEREAVEMENT LEAVE

11.1 A member of the Unit shall be granted bereavement leave by his building principal or immediate supervisor for a reasonable time.

ARTICLE 12 - PERSONNEL FILE

12.1 Personnel file - employees shall be permitted to inspect the contents of their own personnel files upon request and in the presence of the Superintendent, the Assistant Superintendent of Human Resources or their designee.

12.2 No evaluation, correspondence or other materials making reference to an employee's competence or character shall be placed in the personnel file of the employee without requesting the employee to sign the document and without giving the employee an opportunity to attach his/her own comments.
ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 This grievance procedure shall provide for the equitable settlement of disputes in a timely manner, without the fear of reprisals. Earnest efforts shall be made, by all parties, to resolve disputes at the lowest level. At all times, the focus shall be on problem solving.

13.2 Definitions/Procedures:

A. Grievance: A dispute arising from interpretation or applications of contract terms, District policies and/or regulations.

B. Grievant: Employee, or group of employees, or CTEA representing employees filing grievance.

C. Class Action Grievances: Grievances directly affecting two (2) or more grievants shall be filed at Level II, after notifying the supervisor in writing of the grievance.

D. Sexual Harassment Grievances: Sexual harassment grievances shall be filed at Level II.

E. Written Grievance: The written grievance shall include the following:

1. A description of the grievance
2. Time-frame or date
3. Identity of the party(ies) involved
4. The provision of Board Policy, regulations or negotiated agreement in dispute
5. A suggested remedy

F. Grievance File: A written record of the grievance kept by the Human Resources Office. This file shall be separate from the personnel file. The grievance shall not be referred to in any evaluation or recommendation of the grievant.
ARTICLE 13 - GRIEVANCE PROCEDURE - CONTINUED

13.2 G. Days: Shall mean contract days for the grievant.

1. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process.

2. Days shall mean all calendar days when the grievance is received either:
   a) within twenty (20) days of the end of the grievant's contract year; or
   b) after the end of the grievant's contract year.

3. Any time period within this procedure may be modified by mutual written agreement between the parties involved. A copy of this agreement shall be provided to all parties.

H. Time Limits:

1. Filing: The grievance shall be presented within thirty (30) contract days of actual knowledge of the dispute.

2. Resolution: At the end of each time limit, the grievance shall automatically proceed to the next level, if the process has not been completed.

I. Representation: An employee may be represented at each level of the grievance.

J. Full Disclosure: All parties agree to provide the appropriate data, as it applies to the grievance. The District shall release individual(s) and their representative(s) to attend, at District cost, grievance meetings and hearings.
ARTICLE 13 - GRIEVANCE PROCEDURE - CONTINUED

13.3 Level I

Time Limit: Five (5) days to complete after receipt of written grievance.

Grievant presents immediate supervisor with a written grievance. A meeting shall be held between the grievant and the supervisor, with every effort made to resolve the grievance by consensus. The outcome of this meeting shall be:

- Resolution of the grievance; or
- Immediate elevation to Level II; or
- Withdrawal of the grievance by the grievant.

A written statement shall be developed and signed by all parties to document this outcome. Copies of this statement shall be given to all parties involved and kept in the grievance file.

13.4 Level II

Time Limit: Ten (10) days to complete after receipt of the written statement elevating to Level II.

Grievant and/or supervisor presents the grievance to the Superintendent. Within two (2) days, the Superintendent shall inform the grievant of the District Level Administrator assigned the grievance. A meeting shall be held between the grievant, supervisor, and District Level Administrator with every effort made to resolve the grievance by consensus. The outcome of this meeting shall be:

- Resolution of the grievance; or
- Immediate elevation to Level III; or
- Withdrawal of the grievance by the grievant.

A written statement shall be developed and signed by all parties to document this outcome. Copies of this statement shall be given to all parties involved and kept in the grievance file.
ARTICLE 13 - GRIEVANCE PROCEDURE - CONTINUED

13.5 Level III

Time Limit: Ten (10) days to complete the Board hearing after receipt of the written statement elevating to Level III.

The grievant and/or Superintendent presents the grievance to the Chairman of the Board of Trustees. A hearing shall be held to resolve the grievance. The decision shall be rendered by the action of the Board at the next scheduled Board meeting following the hearing. Copies of hearing documentation and the written decision shall be given to all parties involved and kept in the grievance file.

ARTICLE 14 - TERM OF AGREEMENT

14.1 This agreement shall become effective July 1, 2010, and shall remain in force and in effect until June 30, 2012, with the exception of salaries and benefits which shall be negotiated annually. Other items shall be negotiated upon consensus of the negotiations teams. This agreement shall be renewed automatically thereafter year to year from the expiration date unless renegotiations have begun pursuant to Section One, Article 15.

ARTICLE 15 - RENEGO TiAT I ONS/GROUND RULES

A. Pre-negotiations

1. Preliminary meeting(s) between the CTEA negotiations chair and the Assistant Superintendent of Human Resources will be held no later than March 1 to:

  • Identify members (overlapping terms)
  • Select preliminary dates for training
  • Select site
  • Schedule negotiations
  • Identify a neutral Interest Based Negotiations (IBN)-trained facilitator
ARTICLE 15 - RENEGOTIATIONS/GROUND RULES - CONTINUED

A. 2. A training in the IBN will be held prior to negotiations.

3. Meetings will be held no later than three (3) weeks prior to negotiations to discuss budget information and exchange interests and issues.

4. These Ground Rules shall only be changed by consensus of the IBN Team.

B. Negotiations

1. Communication

a. Internal

(1) Negotiation team members will respectfully listen and interact with the ideas, interests, and solutions as they are presented.

(2) Discussion will be focused on the current issue.

b. External

(1) Progress reports that are given during the negotiations sessions will be given in public and the information will be mutually agreed upon.

(2) Members of the Board of Trustees, Administration and CTEA may be invited to observe the negotiations.

2. Process

a. Agreements will be reached by consensus.

b. Any member shall be able to call for a caucus which may last a maximum of fifteen (15) minutes and shall include the facilitator.
ARTICLE 15 - RENEGOTIATIONS/GROUND RULES - CONTINUED

B.  2.  c.  Resource Personnel

(1) Invited by consensus

(2) Present specific information/answer questions

d. Negotiations will be rescheduled when more than one team member is absent.

e. With the consensus of the team, time lines may be changed.

f. The team will designate a person to provide appropriate record keeping and support.

3. Issues

a. Issues for negotiation may be salaries, fringe benefits, hours of work, and terms and conditions of employment pursuant to Article 14.

b. Any part of the negotiated agreement may be identified as an issue pursuant to Article 14.

c. Any article which is not identified as an issue will remain as part of the negotiated agreement.

d. Issues may be referred to an ad-hoc committee. While the issue is being studied the original language will remain as part of the negotiated agreement.

e. New issues must have consensus to be addressed.

4. Impasse

Contract language (Section One, Article 16)
ARTICLE 15 - RENEgotiations/GROUND RULES - CONTINUED

5. Post Negotiations

a. The tentative agreement may be submitted by consensus of the team to the District's attorney and the WEA attorney for review as to legalities prior to the ratification vote.

b. The negotiated agreement shall be binding upon ratification.

c. The team will present the final document to all constituents.

d. The ratification vote will be taken before the last day of school.

e. The team will meet at the end of negotiations to evaluate the negotiations process. Information will be shared with the next negotiations team.

f. The Assistant Superintendent of Human Resources and the CTEA negotiations chair shall schedule a meeting to be no later than September 30 to present changes in the negotiated agreement and other agreed upon items to association representatives and building administrators.

ARTICLE 16 - IMPASSE

16.1 If an impasse is reached in negotiations (an impasse exists if mutual agreement cannot be reached on certain matters submitted for renegotiation) either party may request an impasse committee assistance.

16.2 The impasse committee, which shall provide this assistance, shall consist of three (3) members; one (1) member to be named by the Board, one (1) member to be named by the president of the Association, and a third member to be named by the first two (2) members.

16.3 If the parties cannot agree on a third member within five (5) days of the request for impasse committee assistance, then either party may request the American Arbitration Association to submit a panel of five (5) individuals. Within five (5) days after receipt of the panel the parties shall meet and in turn each strike a name from the list, and so forth until one name remains. The remaining name shall be designated the third member of the impasse committee.
ARTICLE 16 - IMPASSE - CONTINUED

16.4 Any person so selected shall agree to perform as a member of the impasse committee under the terms and conditions of this Agreement.

16.5 All meeting arrangements such as dates, agenda, etc. shall be arranged by the third person selected to the impasse committee.

16.6 The impasse committee shall then meet and shall issue its report which shall contain its recommendations to the parties.

16.7 All agreements reached by the negotiating teams after the impasse committee report, as in the case of all other negotiated agreements, shall be tentative, and expressly subject to the approval of the entire proposed agreement by the Association and the District as set forth in Article 15, Section One, of this agreement.

16.8 All costs of the impasse committee shall be divided equally between parties.

16.9 Execution of Agreement: When a proposed agreement is approved by the negotiators, it shall be submitted in writing for approval by the Board and by the Association. The Board and the Association shall each approve or disapprove the proposal within ten (10) calendar days after such submission. When approved by both parties, the agreement shall be signed by the respective officers of the District and of the Association.

ARTICLE 17 - NO STRIKE

17.1 It is recognized that the need for continued and uninterrupted operation of the schools of the District is of paramount importance to the citizens, members of the Unit and students of the community and that there should be no interference with such operation.

17.2 Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, parties hereto agree that there will not be, and that the Association and the District, their officers, members, agents or principals shall not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance during the term of this agreement.
ARTICLE 1 - PRINCIPLE

1.1 The educational welfare of the children of the District is paramount in the operation of the schools of the District.

ARTICLE 2 - ASSOCIATION MEETINGS

2.1 The Association may hold meetings at any school or building provided such meetings do not interfere with regular school activities. Facilities shall be scheduled in accordance with current policies and administrative regulations of the District.

ARTICLE 3 - RELEASE TIME

3.1 If the CTEA President is teaching in a secondary school, he/she shall not be assigned student contact duties except during the first four (4) periods of each day. If he/she is teaching in an elementary school, he/she shall not be assigned student contact duties except at times corresponding to the first four (4) periods of each day in a secondary school. After completion of such assignment, the CTEA President may leave his/her assigned building and utilize the remainder of the school day to conduct Association business having to do with potential or filed grievances, with renegotiation of this contract, or with advisory activities provided for in this contract.

An alternative schedule may be utilized with approval of the building administrator and the Assistant Superintendent of Human Resources.

ARTICLE 4 - ADVISORY PROGRAMS

4.1 Decisions to improve school effectiveness and climate provide the best opportunity for success when they are developed collaboratively. Collaborative Decision Making Teams (CDM Teams) shall be formed at each building.
ARTICLE 4 - ADVISORY PROGRAMS - CONTINUED

4.2 By September 15, the CTEA representative and the building administration shall be responsible for forming the CDM Team. Each building staff shall decide the membership to include a minimum of one (1) representative from each of the following sub-groups:

- certificated staff
- classified staff
- administration
- parent and/or community

Terms of membership and additional members shall be decided at the building level. Specific sub-groups may be convened to address internal concerns. All sub-group recommendations shall be reported to the CDM Team for action.

4.3 A. At the first CDM Team meeting of the year, the Team shall, by consensus, determine:

- Chairman
- Training (Full or Refresher) Needs
- Frequency of meetings
- Method of communication to constituents
- Process of developing agenda
- Distribution of minutes

B. The CDM Team, by consensus:

- shall help develop and review building policies and procedures;
- shall offer assistance and advice to the administration;
- may review and help implement school improvement plans.
(Reference Section Two, Article 12.2; Section Two, Article 20.6; Section Two, Article 20.7; Section Two, Article 21.2; Section Two, Article 21.5)

4.4 Service on the CDM Team shall be taken into account by balancing extra assignments.

4.5 Training shall be offered by the District to facilitate implementation of the CDM process.
ARTICLE 5 - STANDARDS/CURRICULUM ADVISORY COUNCIL

5.1 The Board of Trustees and the Superintendent of Schools, agreeing that the coordination and continuity of curriculum planning is a vital part of the educative program for the District, shall continue to promote innovative programs within the confines of fiscal responsibility. There shall be a Standards/Curriculum Advisory Council (Standards shall be defined as the expectations of what a student should know and be able to do. Curriculum shall be defined as a regular course of study or learning activity sponsored by the District).

The responsibilities of the Standards/Curriculum Advisory Council shall be:

A. To advise in the coordination and continuity of curriculum planning in Grades K-12.

B. To assist in providing for continuous and systematic evaluation of the curriculum and instructional materials.

C. To encourage and seek out innovative and creative curriculum related projects in collaboration with the curriculum coordinators.

D. To serve as an available clearinghouse for new curriculum ideas in collaboration with curriculum coordinators.

E. To assist in communication among staff members and the Board about matters of standards/curriculum.

F. To function as an advisory council, submitting recommendations to the Assistant Superintendent for further consideration.

G. To meet with each curriculum coordinator on a three (3)-year rotating basis to review standards, curriculum and courses.

H. The Council shall send a copy of each Standards/Curriculum Advisory Council meeting minutes to each building CDM team and each building principal.

I. To render suggestions to the Superintendent relative to all standards/curriculum matters and assessments.
ARTICLE 5 - STANDARDS/CURRICULUM ADVISORY COUNCIL - CONTINUED

5.2 The Standards, Curriculum, and course review flow chart shall be:

A. Informal Proposal Phase
   Idea
   ↓
   School, Department, School Administrator, School Personnel, Coordinator, etc.
   ↓
   B. Formal Proposal Phase
      Curriculum Committee
      (Curriculum Coordinator and Team*)
      ↓
      Standards/Curriculum Advisory Council
      ↓
      Assistant Superintendent
      ↓
      Board

(*The team shall include Unit representation from the Council, to be selected by the Chairman of the Council. The team shall include up to three [3] parent representatives.)

5.3 The Council shall consist of:

- Superintendent or designee;
- One (1) elementary and one (1) secondary principal selected by the Superintendent or designee;
- Three (3) representatives from each elementary cluster selected by the Cheyenne Teachers Education Association;
- Two (2) representatives from each secondary school selected by the Cheyenne Teachers Education Association;
- Three (3) parents selected by the District Parent Advisory Committee.

Each spring, the representatives shall be selected for the following year. In making such selection, primary and intermediate level and each secondary subject area, when possible, shall be represented. A first year member of the Unit shall not be selected. The members of the Council shall serve a three (3) year term with terms of one-third (1/3) of the members expiring each year. If a Council meeting is scheduled during school hours, the District shall pay for substitutes for Council members.
ARTICLE 5 - STANDARDS/CURRICULUM ADVISORY COUNCIL - CONTINUED

5.4 The officers of the Council shall consist of a chairman and two (2) vice chairmen who are elected for a term of one (1) year and may be re-elected. The chairman shall be elected by the members of the Council, and shall have served at least one (1) year on the executive committee. One (1) vice chairman shall be elected by the elementary representatives and one (1) vice chairman shall be elected by the secondary teacher representatives.

5.5 The Council shall have an executive committee which shall:

A. Consist of the chairman, the two (2) vice chairmen and six (6) serve for a term of two (2) years with the term of one-half of them expiring each year.

B. The executive committee shall have active charge of the affairs of the Council, with power to represent and act for the Council between meetings of that body and shall be charged with the responsibility of recommending Council policies and procedures to the Council for its approval and execution.

5.6 The Council chairman, with the consent of the executive committee, may authorize such advisory and consultative assistance from laymen, parents, students and staff members outside of the membership of the Council as it is deemed necessary.

5.7 Teachers, principals and special personnel shall be encouraged to submit proposals for improvement and changes in curriculum to the Council. Such proposals shall be in writing and shall be submitted to the Council. They shall include:

A. A review of relevant available literature determining if the project has been tried before, and if so, whether it failed or succeeded.

B. A purpose or reason for wanting to try the subject.

C. A statement of objectives.

D. A description of the project and estimated cost.
ARTICLE 5 - STANDARDS/CURRICULUM ADVISORY COUNCIL - CONTINUED

5.7 E. A plan for the evaluation of the project.

The application form will be available from the building CDM Team or building administrator.

5.8 The District shall budget twenty thousand dollars ($20,000) to implement innovative programs approved by the Council.

ARTICLE 6 - INSERVICE PROGRAMS

6.1 Inservice programs are a concern to the Board, administration, and members of the Unit. There shall be an inservice committee, chaired by the Superintendent or his designee, and including four (4) members appointed by the Superintendent and five (5) members to be appointed by the Association. The committee shall conduct a District needs assessment for possible inservice topics. The frequency of the needs assessment shall be determined by the committee. The assessment shall be conducted at least every three (3) years.

6.2 Each year by May 1, the inservice committee shall submit to the Superintendent recommendations for needed inservice for consideration and possible inclusion into the proposed budget for the specified inservice day(s) for the ensuing year.

6.3 Each principal will provide the staff with information and/or topics regarding District-wide inservice day(s). The information will be provided, fourteen (14) calendar days prior to the scheduled inservice.

6.4 Inservice conducted on a District scheduled building level inservice day shall be designed by the administrator(s) in cooperation with the building staff development team based on input from the staff. Staff development shall be tied to the school improvement plan and/or District standards. Each principal will provide the staff with the topic seven (7) calendar days prior to the inservice.
ARTICLE 7 - WORKING CONDITIONS

7.1 Policies and Regulations: In performing their duties and in carrying out their responsibilities, the members of the Unit shall comply with the policies and regulations of the District and of the Board unless such policies and regulations are contrary to the terms of this agreement.

7.2 Schedule changes shall not be made after five (5) days of the start of each semester, except for extremely unusual and exceptional reasons and then only after a verbal conference with the parent or guardian of the student.

ARTICLE 8 - CLASS SIZE/STUDENT LOAD

8.1 The District shall staff all positions based on the District and schools’ vision, mission, learning goals, student needs and staff qualifications.

8.2 Class size, student load, and appropriate use of facilities are three factors influencing effective teaching and the quality of education. Class size and/or student load impacts the level of interaction between the teacher, student, and parents. It affects the school’s ability to meet the unique needs of individual students. Reduction of class size and/or student load to maintain or exceed national standards and state guidelines is a priority of the District.

8.2 Class size and/or student load reduction is to be specifically addressed in all budget, facility, staffing, and schedule planning to promote student achievement. In order to facilitate the District’s goal of reducing class size and/or student load, the certificated staff shall be included in the planning and implementation of any adjustment to class size and/or student load. Lower class sizes and/or student loads shall not be achieved by increasing the number of sections taught by an individual teacher without additional compensation.

ARTICLE 9 - AREA OF SPECIALIZATION

9.1 Except as authorized by the Wyoming Professional Teaching Standards Board, no full time teacher shall be assigned to teach outside the scope of his/her teaching endorsements.
ARTICLE 10 - COURSE ASSIGNMENTS WITHIN DEPARTMENT

10.1 Recommendations for course assignments of teachers within a department for the next year shall be made by members of the department and shall be submitted to the principal prior to the close of the school year.

ARTICLE 11 - STUDENT TEACHERS

11.1 A. A teacher shall not be used as critic or supervising teacher unless he consents thereto.

B. Initial contract teachers shall not be used as critic or supervisory teachers.

C. In specific cases where no continuing contract teachers are available as critic or supervisory teachers, third year teachers may be used.

D. A critic or supervisory teacher shall not be assigned more than one (1) student teacher for a given time period in academic classes.

E. Critic or supervisory teachers will receive the current rate of compensation paid by the colleges which may include tuition waivers.

F. A student teacher shall not be used as a substitute teacher unless released by his critic or supervising teacher.

G. Critic or supervising teachers shall have the right to recommend to the principal the rejection at any time of any assigned student teacher with whom they feel they cannot work effectively. The recommendation shall be in writing and shall give the reasons for the recommendation.

H. If the Association so requests, at least three (3) weeks before the beginning of a semester, the names of the student teachers, the supervisory teachers and the date of placement shall be furnished to the President of the Association at least one (1) week before placement of student teachers, provided that the one (1) week requirement may be waived by the Association in specific instances.
ARTICLE 12 - SCHOOL SUPPLIES, TEXTBOOKS AND EQUIPMENT

12.1 The principal shall fulfill District approved textbook requests when necessary for the implementation and continuation of basic curriculum areas at all levels within budgetary constraints.

12.2 Each school shall be allocated an amount equal to seven dollars ($7.00) per pupil to be budgeted for such purposes in that school in the coming fiscal year. This amount is to be based upon the enrollment of each school as of January 15 previous to the budget year. A separate code number shall be used for these special monies. Such money is to be used by teachers for supplementary materials and/or equipment for the improvement of instruction. The CDM Team or department heads and the principal shall determine the allocation of these monies.

12.3 Electronic mail access is offered as a privilege granted to the Cheyenne Teachers Education Association, provided the electronic access meets criteria/guidelines listed in Chapter VII, Section 22 of the District Policy Manual.

ARTICLE 13 - NON-SALARIED PERSONS

13.1 A non-salaried person shall not be assigned to aid any member of the Unit without prior approval of such member and such member shall have the right to terminate such assistance at any time upon written notice thereof to the principal.
ARTICLE 14 - REDUCTION IN FORCE

14.1 The Board of Trustees, in directing a reduction in force (RIF), may put into effect that staff reduction plan only after closely studying and evaluating decreasing enrollments, lack of funds or other events beyond the control of the Board, and after every effort has been made to avoid this procedure through attrition, retirement, early release compensation and leaves of absence. The District will make every effort to retain employees; however, the number of employees may, under some circumstances, have to be reduced.

A decision to reduce the number of teachers, will, in all cases, remain within the sole discretion and judgment of the Board of Trustees under provisions of Wyoming Law and Procedure.

Should a RIF be necessary, the District shall provide the Association with a list of all certificated/licenses personnel ranked by seniority, including endorsements and assignment. The District shall supply the Association with any additions or deletions to this list. The District shall notify the Association of possible affected areas at least five (5) working days prior to the Board meeting in which the RIF is an informational agenda item. At least two (2) Board meetings prior to the enactment of RIF, the Board of Trustees will schedule RIF as an informational item with an accompanying interim public discussion period to solicit public views, comments and observations.

14.2 Definitions:

For the purpose of this procedure, teachers shall include all personnel recognized by the CTEA negotiated agreement.

Certificate/license is the document issued by the Wyoming Professional Teaching Standards Board to an individual. It verifies that an applicant has met the requirements of the law and the regulations for the type of certificate/license issued.

Endorsement is a delineation of the types of service that the holder of the certificate may perform in Wyoming public schools. For the purpose of this agreement, endorsement is for academic areas to include all certified employees recognized in the CTEA negotiated agreement.

An "area" is defined as certificated endorsement.

"Seniority" is defined as the teacher's total years of contracted teaching experience in the District.
ARTICLE 14 - REDUCTION IN FORCE - CONTINUED

14.3  The reduction in force procedure, when necessary, shall be implemented by the following steps:

1. The Board of Trustees, after assessing the staffing needs for the forthcoming school year, shall determine what areas and the number of positions to be reduced.

2. Elimination of the identified positions shall begin with temporary and non-continuing contract employees.

3. If there are no initial contract teachers in an area of surplus or if there still exists a surplus of continuing contract teachers after terminating all initial contract teachers in the area of surplus, the District will attempt to reassign surplus continuing contract teachers to positions in which they have certificated endorsement. The attempted reassignment will be to areas of endorsement where there are vacancies or where there are positions held by initial contract teachers. Should the continuing contract teachers have identical seniority and endorsement, then #4 steps b. and c. shall be used in priority to determine reassignment.

4. If there still exists a surplus of continuing contract teachers, the District shall examine the records of continuing contract teachers within the area of surplus. Those teachers recommended for termination due to the reduction in force will be considered in the following order of priority:

   (a) The teacher's total years of contracted teaching experience in the District. Longevity shall be given preference.

   (b) The teacher's total years of teaching experience. Longevity shall be given preference.

   (c) The teacher's total hours beyond a bachelor's degree.
ARTICLE 14 - REDUCTION IN FORCE - CONTINUED

14.4 Rehiring of terminated continuing contract teachers in the certificated area shall be reinstated in reverse order of termination, provided they meet certification requirements. Rehiring for District teaching vacancies shall be from the list of certificated continuing contract teachers terminated by this procedure.

14.5 Rehiring rights of terminated teachers shall be limited to two (2) years from the end of the contract year. Terminated continuing contract teachers must maintain a current mailing address with the District Human Resources Office and must respond to the rehiring offer within five (5) working days after receipt of the vacancy notice. The rehiring position offer shall be sent by certified mail. Failure of the teacher to maintain a current mailing address will waive rehire rights.

14.6 Terminated continuing contract teachers must accept positions within their certificated areas or lose rehire rights. Rehired teachers shall retain previous seniority rights and be placed at the appropriate step and column on the CTEA salary schedule. Rehired teachers shall retain sick leave benefits.

ARTICLE 15 - ASSIGNMENTS AND TRANSFERS

15.1 Any member of the Unit may resign his position effective at the end of the school year, by giving written notice on or before April 15 of any school year, to the Superintendent, or his designee, of his desire not to be employed by the District for the following school year, or must give at least seventy-five (75) calendar days notice of intention to resign if resignation is prior to the end of the school year.

15.2 Any member of the Unit who resigns from the District and does not give the required notice shall forfeit all unpaid salary, unless the school Board grants special release.

15.3 Any member of the Unit who resigns from the District and does give the required notice, the District will pay the member of the Unit at the daily rate of his/her annual salary for each day taught during the current school year.
15.4 Assignments and transfers of members of the Unit to positions within their competency, including extra-duty assignments, shall be within the sole discretion of the Superintendent, subject only to approval or disapproval of the Board. In exercising his discretion, the Superintendent shall have as his first consideration the educational requirements and well-being of the children of the District. Beyond that, he/she shall consider the following factors, not necessarily in the order set forth: (A) Teacher's position of preference; (B) Teacher's educational qualifications and experience in subject areas; (C) Needs and relative difficulty of the position; (D) Seniority of the teacher in the District; (E) Number of years teacher has been in present position; (F) Prior teacher evaluations and written references, both of which may be viewed by the applicant and (G) Academic qualifications shall receive priority over extra-duty assignments. Extra-duty assignments may be made by the Superintendent's designee.

15.5 Requests for transfer shall be submitted to the Assistant Superintendent of Human Resources on the transfer request form provided by the Human Resources Office and shall specify school(s), grade(s) and/or subject(s). Requests received after June 1 shall not be accepted. In the determination of transfer requests, the wishes of the individual teacher shall be honored to the extent that there is no documented conflict with the instructional requirements and best interest of the District. Selection shall be determined by the principal and the Assistant Superintendent of Human Resources based on the aforementioned criteria (Section Two, Article 15.4). Transfers shall be confirmed in writing by the Human Resources Division.

15.6 The Assistant Superintendent of Human Resources shall post periodically a listing of current teaching vacancies in all buildings. During the months of March, April and May, a current list of vacancies in permanent teaching positions shall be posted in the office of the Assistant Superintendent of Human Resources and a copy shall be submitted to the office of the CTEA concurrently. Teachers currently employed by the District, as full-time classroom teachers, shall receive priority in filling such positions; provided that when a vacancy occurs during a school term, it shall be filled temporarily for the remainder of the term without regard to current District employment. It shall be filled permanently at the beginning of the next term in the manner herein provided.
ARTICLE 16 - ANNUAL SALARY

16.1 The District values the outstanding contributions of its educators. A quality staff provides excellent learning opportunities for students. Annual salaries of the members of the Unit shall reflect their professionalism, education and experience. The goal is to provide competitive salaries that attract and retain quality staff.

16.2 In placing personnel on the CTEA salary schedule:

1. Full credit for teaching experience outside the District may be granted up to a maximum of six (6) years by the Assistant Superintendent of Human Resources, provided that the experience has been earned in the seven (7) years immediately preceding the employment or reinstatement in the District.

2. As of July 1, 1998, new personnel with Wyoming teaching experience shall be placed according to WS 21-7-104.

3. Effective July 1, 2001, all members of the Unit shall be placed on the CTEA salary schedule to reflect Wyoming teaching experience in any accredited Wyoming K-12 school. Placement under this clause and compensation for such placement is limited to services after July 1, 2001. This clause does not entitle members of the Unit to any form of retroactive payment for contracts or services rendered prior to July 1, 2001.

4. At such future time when financial resources of the District are available, all members of the Unit shall be placed on the CTEA salary schedule to reflect years of teaching experience in an accredited K-12 school.

5. Effective July 1, 2000, all members of the Unit shall be given credit for hours or degrees earned in a field applicable to their current teaching assignment. Additional placement hours must be earned following the granting of that degree. Credit hours used for previous salary placement shall not be counted. All salary placements shall be approved by the Assistant Superintendent of Human Resources.
ARTICLE 16 - ANNUAL SALARY - CONTINUED

16.3 Advancement on the CTEA salary schedule shall take effect at the next pay period after satisfying the following criteria:

1. Notice of the anticipated change was made in writing.

2. The contemplated course work was approved by the employee’s principal or immediate supervisor.

3. Confirmation through receipt of official transcripts of the additional course work was presented to the Assistant Superintendent of Human Resources from the accredited institution.

4. In counting credits or degrees beyond the current placement, credits or degrees earned at accredited institutions shall be counted for salary advancement. Credit hours used for previous salary placement shall not be counted.

5. In the event that the District finds it necessary to make salary reductions, advancement to a higher preparation level on the schedule shall not take effect.

16.4 1. Teachers who achieve and maintain certification from the National Professional Teaching Standards Board (NPTSB), shall receive an annual lump sum payment of four thousand dollars ($4,000) during the period beginning December 1 and ending December 15 of the school year.

2. Newly certified or recertified NPTSB teachers shall provide proof of certification to Human Resources no later than December 31 to receive annual payment.
ARTICLE 16 - ANNUAL SALARY - CONTINUED

16.4 3. Members of the Unit in a group not eligible for NPTSB certification, who achieve and maintain national certification through other organizations recognized by the District review committee, shall receive an annual salary adjustment of one thousand dollars ($1,000) above their current placement on the CTEA salary schedule.

As of September 1, 2003 the following national certifications, not yet approved by NPTSB, have been reviewed and recognized for the one thousand dollars ($1,000) salary adjustment:

Social Workers: National Association of Social Workers
Nurses: National Board for Certification of School Nurses, Inc.
Speech/Language Pathologists: American Speech-Language
Hearing Association
Audiologists: American Speech-Language Hearing Association
Occupational Therapists: National Board for Certification in
Occupational Therapy, Inc.
Physical Therapists: American Board of Physical Therapy
Specialist and Pediatric
Counselors: National Board for Certified Counselors

4. Members of the Unit in a group not eligible for NPTSB certification are responsible for providing annual documentation of their national certification to Human Resources before receiving compensation.

5. The NPTSB offers a generalist certification to all certificated staff with the exception of occupational and physical therapists. The NPTSB is also conducting a comparison study among all of the National Certifications for the personnel covered under this agreement. When the national study is available, it is the recommendation that the issue be revisited during negotiations.
ARTICLE 16 - ANNUAL SALARY - CONTINUED

16.5 The following salary payment options shall be available:

1. The annual salary shall be divided into twelve (12) equal payments, to be made on the last working day of the month.

2. Members of the Unit who so request in writing by September 1 shall be paid in twenty-four (24) equal payments to be made on the fifteenth (15th) and the last working day of the month.

3. The payment option choice will remain in effect for the contract year.

16.6 At such time as the financial resources of the District become available, it is the intent of the District and the Association to place all coaches and activity sponsors on the differential pay schedule. Differential proposals shall be presented annually by the CTEA president or designee to the District Activities Council for additional input and support. Other differential items may be considered during negotiations.

ARTICLE 17 - MILEAGE

17.1 Members of the Unit whose duties in approved assignments require that they travel regularly and who are required to use their own personal vehicle shall be reimbursed by the District at the Internal Revenue Service established rate that is in effect at the beginning of the current, negotiated agreement.

ARTICLE 18 - FRINGE BENEFIT PROGRAM

18.1 The Unit shall be involved in negotiating with the insurance carrier any changes in the present contracted insurance benefit program.
ARTICLE 19 - RETIREMENT

19.1 The District agrees to pay full contribution to the Wyoming State Retirement System.

ARTICLE 20 - WORK TIME

20.1 Contract Year: The in-school work year of members of the Unit shall not exceed one hundred eighty-five (185) days. Teacher-student contact days shall not exceed one hundred seventy-seven (177) days.

20.2 The in-school work year shall include those days when pupils are in attendance, orientation days, in-service days and any other day on which teacher attendance is required.

20.3 For any days worked in excess of one hundred eighty-five (185) days, except where salary schedules apply, members of the Unit shall be paid at the daily rate of 1/185th of their contracted salary and their salaries shall be reduced at the same rate when work is less than one hundred eighty-five (185) days.

20.4 During any normal work day when personnel have the responsibility of traveling to more than one building, a duty shall not be assigned unless the member and administrator agree to the duty assignment. Members who are assigned to more than one (1) building shall have a reasonable travel time between buildings. This time shall not be the same time allotted to planning or to lunch time.
ARTICLE 20 - WORK TIME - CONTINUED

20.5 In order for students to attain educational success, certificated staff dedicate many hours beyond the contract time. The work day will be seven and one half (7 1/2) hours which includes a duty-free lunch period of thirty (30) minutes in length. The maximum work week will be forty (40) hours which may be extended by consensus between the building administration or District administration and the staff involved. If the maximum work week is extended, one or more of the following options will be used:

- flex time (bankable, to be used within the current contract year);
- release time (substitute for work on school business);
- or other mutually acceptable accommodation.

All District and building committees and/or programs where participation is required beyond the forty (40) hour work week will be subject to accommodation.

20.6 At the elementary level, thirty (30) minutes of time per week, beyond the seven and one-half (7 1/2)-hour work day, shall be reserved for planning. The week designated for Open House will be the exception. Open House shall be scheduled after the first two (2) contract days unless otherwise approved by the CDM Team prior to March 1 of the previous academic year.

20.7 Members of the Unit shall be allowed to leave their assigned building or buildings in performance of their duties during the normal work day in accordance with procedures established by the Collaborative Decision Making Team (CDM), but they shall not leave such building or buildings during the normal work day for other than performance of their duties without specific authorization of the principal or department head.
ARTICLE 21 - TEACHER WORK DAY PLANNING TIME

21.1 Effective instruction depends on adequate planning time. Factors influencing the amount of individual planning time necessary include, but are not limited to:

- Implementation of curriculum(s)
- Number of special needs students
- Student load
- Collaboration/Consultation
- Technology
- Innovation
- Assessment of student progress
- Parent contact
- Professional Learning Community

21.2 Elementary teachers shall have a minimum of two hundred (200) minutes of individual planning time per week in not less than thirty (30) minute increments. Alternative time blocks may be scheduled by mutual consent of the building administrator and teachers involved. The CDM Team shall assist with development of the appropriate plan to achieve two hundred (200) minutes per week planning time.

21.3 Elementary teachers shall be provided one (1) additional half (1/2)-day per quarter (not cumulative quarterly) for planning. Scheduling of this one-half (1/2) day shall be done by consensus between the teacher and the building administrator. If a substitute is needed and not available, every effort shall be made to reschedule half (1/2)-day requests.

21.4 Elementary specialists (art, music, physical education) shall be provided professional learning community collaboration time within their content area during the mornings of early release planning days. On these days, regularly scheduled morning planning times for the classroom teachers will be preempted.

21.5 In order to optimize planning time, after staff input, the CDM team in each building shall:

- define duties by consensus with administrators;
- assist administrators in scheduling duty assignments;
- assist administrators in developing a rotation system for duties.

This shall be completed by the beginning of each school year.
ARTICLE 21 - TEACHER WORK DAY PLANNING TIME - CONTINUED

21.6 Secondary teachers shall have daily planning time equivalent to a typical class period in their building. Alternative blocks of planning time may be scheduled by consensus of the building administration and the teachers involved.

ARTICLE 22 - EXTENDED SCHOOL YEAR/SUMMER SCHOOL

22.1 Except for employment of recognized experts in their special fields, teaching positions for summer school and fourth quarter shall be filled with preference given:

1) First, to teachers who have taught in the subject area or grade level in the District during the regular school year.

2) Second, to teachers who have taught in the subject area or grade level in the District on a regular basis at any time during the preceding five (5) years.

22.2 Teachers filling positions for summer school or a fourth quarter shall be paid at the daily rate of annual salary for each additional day beyond the regular school year.

ARTICLE 23 - PROFESSIONAL LEAVE

23.1 Supplementing other inservice programs, selected members of the Unit shall be allowed to attend or take part in conferences, projects, institutes or training and educational meetings (hereinafter referred to as "activities") for the purpose of additional research or education in their special departments or educational fields or for other professional development purposes. The total amount to be allowed for attendance by all members of the Unit for any one year shall not exceed seven hundred (700) school days and shall not exceed one hundred twenty thousand dollars ($120,000). A maximum of sixty thousand dollars ($60,000) shall be encumbered for professional development occurring July 1 through January 15. Remaining funds shall be encumbered for professional development occurring January 16 through June 30.
ARTICLE 23 - PROFESSIONAL LEAVE - CONTINUED

23.2 The member of the Unit shall receive full pay during attendance at such activities, shall maintain his employment status during such attendance, and shall return to regular position after such attendance. The District shall pay the substitute teacher salaries for such attendance, and the Superintendent or his designee may authorize the payment of actual expenses and costs for attendance at such activities which involve only education and training.

23.3 A committee chaired by the Director of Staff Development and consisting of such Director of Staff Development, one (1) other person as designated by the Superintendent and two (2) other persons designated by the Association shall establish the criteria for selection of the members for attendance, provided that there not be established any requirement relative to length of service.

23.4 Professional leave requests shall be tied to the school improvement plan or the individual's professional goals. Upon completion of the professional leave activity, the individual shall facilitate training and/or provide information to others as requested.

ARTICLE 24 - SCHOOL CALENDAR

24.1 The Unit shall be represented on the District committee which recommends the school calendar each year to the Board of Trustees. Fifty percent (50%) of the membership of the committee shall be composed of Unit members appointed by the CTEA Executive Board.

ARTICLE 25 - CTEA LEAVE

25.1 At the beginning of each school year the CTEA shall be credited with fifty (50) days of Association leave to be used by members of the Unit who are officers or agents of the Association. Such days are not to be accrued from one school year to the next. Substitutes for such leave shall be paid by the Association.

25.2 In addition to fifty (50) days of Association leave, selected delegates shall be granted the days necessary to attend the Wyoming Education Association (WEA) Delegate Assembly. Substitutes for such leave shall be paid by the Association.
ARTICLE 25 - CTEA LEAVE - CONTINUED

25.3 Individuals utilizing Association leave shall submit a request for such leave through their supervisor or building principal. The Assistant Superintendent of Human Resources shall receive the request at least seven (7) calendar days prior to such leave, except in the case of an emergency and shall be authorized to approve such leave upon receiving authorization from the CTEA President.

25.4 No more than fifteen percent (15%) of the teachers in any building or more than two (2) in a building of ten (10) or less staff may be absent from work on any day for the express purpose of attending any CTEA related function(s).

ARTICLE 26 - SUBSTITUTEING

26.1 Members of the Unit may volunteer to substitute for others who must be absent from a classroom teaching assignment, provided that such substitution will not interfere with a regularly assigned class and that such substitution shall be made only upon the approval of the principal.

ARTICLE 27 - SICK LEAVE BANK

27.1 A member of the Unit who has at least thirty (30) days (210 hours) of accumulated sick leave may designate up to five (5) such days (35 hours) for a sick leave bank, provided that such bank shall not have over two hundred (200) days (1,400 hours) in one school year. The balance of sick leave in the bank at the end of the school year shall be carried forward as part of the two hundred (200) days (1,400 hours) for the ensuing year.

27.2 A member of the Unit may use the sick leave days in the bank for sick leave which is certified as necessary by the attending physician, provided: (1) that the member has exhausted his own sick leave; (2) that he may use only the number of sick leave days from the bank which equals the time between the expiration of his own sick leave and the effective day for receipt of benefits under his disability insurance, and, (3) the sick leave board herein referred to approves the use of such leave days from the bank.
ARTICLE 27 - SICK LEAVE BANK - CONTINUED

27.3 A sick leave board consisting of the Assistant Superintendent of Human Resources or designee and not less than four (4) members selected by the members of the Unit shall determine the number and donors and the origin of days designated for the sick leave bank and approve the number of days to be used by members of the Unit.

ARTICLE 28 - NOTICES

28.1 All notices required by this agreement to be given to the Association shall be delivered or sent to the CTEA President.

28.2 All notices required by this agreement to be given to the District shall be delivered or sent to the Superintendent or designee.

ARTICLE 29 - SAVINGS CLAUSE

29.1 In the event that any provision of this agreement is, or shall at any time be, contrary to law as determined by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

ARTICLE 30 - HOMEBOUND TEACHERS

30.1 Employees currently working as homebound teachers shall be paid at the hourly rate of pay equivalent to their appropriate step and column placement on the CTEA salary schedule. This provision shall not reduce the hourly rate of any current homebound teacher. Mileage shall be paid at the current IRS rate. Retirement benefits shall be paid by the District pursuant to the Wyoming Retirement System rules and regulations.
ARTICLE 31 - EVALUATION AND REMEDIATION

31.1 To facilitate professional growth, quality instruction, and professional conduct, evaluation should be a formative and summative process that takes into consideration individual teaching styles. Adequate administrative time and training, staff development, and professional growth through individual responsibility are essential to this process. Effective evaluations should be based on observation and defined criteria which are applied consistently.

31.2 In order to optimize professional growth through evaluation, every effort shall be made to schedule observation(s) to support the evaluation(s) throughout the school year. Evaluation policies and procedures shall be available to certificated staff.

31.3 If an area is identified as needing improvement, the following steps shall be documented and followed in succession (See Teacher Performance Evaluation):

1. The building administrator shall inform the member of the Unit that he/she may seek representation or assistance from the CTEA or other representation at any time during the process.

2. A meeting, including requested representation, shall be held between the member of the Unit and the administrator to discuss the issue.

3. Supervision (which may include observation) shall be increased with feedback provided and documented.

4. The member of the Unit shall be offered the assistance of a peer coach or may request a District-trained peer mentor. The peer coach (or District-trained peer mentor, if available) shall be mutually agreed upon by the administrator and the member of the Unit.

5. Prior to creating a written plan, the administrator shall notify the Assistant Superintendent of Human Resources of the intent to place the member of the Unit on a plan of improvement.
ARTICLE 31 - EVALUATION AND REMEDIATION - CONTINUED

31.3 6. The administrator and the member of the Unit shall develop a written plan of improvement. The plan shall:

a. Identify and define areas to be improved;
b. Set goals and objectives for improvement which are reasonable, measurable, and achievable;
c. Set time lines;
d. Establish positive and negative consequences;
e. Provide a peer coach, mutually agreed upon by the administrator and the member of the Unit;
f. Provide for periodic review of progress.

31.4 Any member of the Unit who is placed on a written plan of improvement during the school year shall not receive any monetary increase the following school year for a period of time equivalent to the time on the improvement plan.

1. Prior to the first paycheck of each school year, the Assistant Superintendent of Human Resources shall communicate, in writing, documentation of any monetary benefits withheld as a result of a plan of improvement.

ARTICLE 32 - PEER MENTORING

32.1 It is the belief of the District and the Cheyenne Teachers Education Association that a peer mentoring program is a valuable tool for promoting effective educational practices and assisting with school and district procedures. Mentors shall provide feedback to the member of the Unit, not information to the administrator regarding evaluation. Unless mutually agreed upon, all communication between the mentor and the member of the Unit shall be deemed confidential. Essential components of a peer mentoring program may include:

- Academic and non-academic areas;
- Mentors provide feedback not evaluation;
- Administration support;
- Guidelines and expectations;
- Collegial groups;
- Procedures for effective mentoring.
ARTICLE 32 - PEER MENTORING - CONTINUED

32.2 A District-Trained Peer Mentor shall be provided to all initial contract teachers, new to the profession, during their first year. A second year of mentoring shall be available, if desired. Peer mentors shall come from the building staff or area of instruction when possible.

32.3 Any member of the Unit may request a District-Trained Peer Mentor.

32.4 The District Mentoring Committee shall monitor and evaluate the program. Membership of the committee shall be:

One (1) elementary principal
One (1) secondary principal
Chairperson of the District Inservice Committee
* One (1) teacher from each level (elementary, junior high and senior high school)
* One (1) specialist

* Members of the Unit to be appointed by CTEA

ARTICLE 33 - INSTRUCTIONAL TRAINING AND SUPPORT

33.1 The District and the Association recognize that successful transition into the District requires ongoing support and guidance. Therefore, members of the Unit, new to the District who have not attained continuing contract status in Wyoming, shall complete three (3) District-required courses during the first four (4) years of their employment with the District. Members of the Unit, new to the District, who have attained continuing contract status in Wyoming, shall complete two (2) District-required courses during the first four (4) years of their employment with the District.

33.2 In the event, a new to the District employee has completed comparable course work in one (1) or more District-required courses, the member of the Unit may appeal to the Assistant Superintendent of Human Resources for evaluation of the transcript(s) for exemption of District required course(s). Exemptions to completing the required course work within four (4) years may be granted by the Assistant Superintendent of Human Resources.
ARTICLE 33 - INSTRUCTIONAL TRAINING AND SUPPORT - CONTINUED

33.3 Upon providing proof of completion of a District-required course, all initial contract employees shall receive a one hundred dollar ($100) stipend per credit hour. Total compensation is not to exceed nine hundred dollars ($900). Employees receiving an exemption shall not be eligible for the stipend.

33.4 The District Inservice Committee shall recommend and supervise the development of instructional training and support courses. The Committee shall evaluate the courses annually by May 1 and make recommendations for revisions and/or changes to the Assistant Superintendent of Instruction.

ARTICLE 34 - SUSPENSION AND DISMISSAL

34.1 The Board may suspend or dismiss any member of the Unit for incompetency, neglect of duty, immorality, insubordination, unsatisfactory performance, or any good or just cause. The suspension or dismissal process shall be pursuant to W.S. 21-7-110
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## CERTIFIED PERSONNEL

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1. Employees shall not be granted step advancements for the 2010-2011 salary schedule.
2. Approved column advancement shall be permitted for eligible employees for the 2010-2011 salary placement.
3. Employees shall not be granted step advancements for the 2010-2011 differential salary schedule.
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*WRS = District contribution to the Wyoming Retirement System
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*WRS = District contribution to the Wyoming Retirement System*
### High School Head Coach - Major Sports/Activities

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<tr>
<th>STEP</th>
<th>PERCENT OF BASE ($45,503)</th>
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**Sports:** Football, Basketball (B/G), Wrestling, Swimming (B/G)  
**Activities:** Band - 9 months, Vocal Music Director - 9 months, Debate and Forensics - 9 months, Lighting - 9 months, Drama - 9 months

### High School Assistant Coach - Major/Olympic Sports/Activities

<table>
<thead>
<tr>
<th>STEP</th>
<th>PERCENT OF BASE ($45,503)</th>
<th>CONTRACT SALARY</th>
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</tr>
<tr>
<td>5</td>
<td>16</td>
<td>$7,280.00</td>
</tr>
</tbody>
</table>

**Sports:** Athletic Director - All 3 Seasons, Head Tennis, Head Cross Country, Head Golf, Head Weights, Head Weights - Summer, Assistant Soccer (B/G), Assistant Football, Assistant Basketball (B/G), Assistant Wrestling, Assistant Track (B/G), Assistant Volleyball, Assistant Swimming (B/G), Assistant Indoor Track, Secondary Intramurals - 9 months  
**Activities:** Assistant Drama - 9 months, Assistant Debate and Forensics - 9 months, Orchestra - 9 months, Cheerleader - 9 months, Dance - 9 months, Yearbook - 9 months, Newspaper - 9 months, Future Farmers of America (FFA) - 9 months, Future Business Leaders of America (FBLA) - 9 months, Distributive Education Clubs of America (DECA) - 9 months, Vocational Industrial Clubs of America (VICA) - 9 months, Family Career Community Leaders of America (FCCCLA) - 9 months, Student Council - 9 months, Wyoming Hospitality Alliance Mentoring - Culinary Arts - 9 months, Junior High Orchestra - 9 months

- State Art: $500.00
- Audiovisual: $300.00
- Mock Trial Teacher-Coach: $1,000.00
- Senior High We The People Teacher-Coach: $1,000.00
- District-Trained Mentors (1 assigned teacher): $1,000.00
- District-Trained Mentors (2 assigned teachers): $1,500.00
- Future Teachers Sponsor: $500.00
- NCA Steering Committee Chair: $500.00
- Change Attitudes Now: $500.00
- Step Dancing Group: $1,000.00
- Wyoming Academic Challenge: $1,000.00
- Senior High National Honor Society: $1,000.00
- ROTC Competitive Drill Team: $1,000.00
### Junior High School Head Coach - Major Sports/Activities

<table>
<thead>
<tr>
<th>STEP</th>
<th>PERCENT OF BASE ($45,503)</th>
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**Sports:**
- Athletic Director
- Cross Country
- Basketball (B/G)
- Wrestling
- Football
- Intramurals – 9 months
- Track (G/G)
- Volleyball
- Swimming (G)

**Activities:**
- Band - 9 months
- Vocal - 9 months

---

### Junior High School Assistant Coach - Major/Olympic Sports/Activities

**Senior High School Identified Assistant Coaches**

<table>
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<th>STEP</th>
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**Sports:**
- Elementary/Junior High Athletic Director - 3 Seasons
- Assistant Cross Country

**Activities:**
- Drama - 9 months
- Student Council - 9 months
- Publications - 9 months

<table>
<thead>
<tr>
<th>Assistant Football</th>
<th>Assistant Volleyball</th>
<th>Assistant Swimming</th>
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</thead>
<tbody>
<tr>
<td>Assistant Basketball (B/G)</td>
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<td>Assistant Track (B/G)</td>
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<tr>
<td>Assistant Training – 4 Seasons</td>
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**High School Assistants:**
- Assistant Drill (Band) Instructor - 2 months
- Assistant High School Golf
- Assistant High School Tennis
- Assistant High School Cross Country
- Assistant High School Cheerleading (based on student needs)

**Audit/Virtual:**
- Elementary coach (12 percent of base) $5,460.00
- Elementary head teacher (7 percent of base) $3,185.00
- Secondary computer facilitator $700.00
- Head Nurse (7 percent of base) $3,185.00
- Building Intervention Team Chair $750.00
- Elementary Student Council $200.00
- Elementary/Junior High School Spelling Bee $200.00
- Junior High School Science Olympiad $1,000.00
- Elementary General Music Assignment (full-time) $900.00
- Elementary General Music Assignment (part-time) (rate per 1/5 assignment) $180.00
- Elementary Instrumental Music (full-time) $400.00
- Elementary Instrumental Music (part-time) (rate per 1/5 assignment) $80.00
- Junior High National Honor Society $1,000.00
- Junior High Soccer (per coach per short season) $500.00
- Junior High School Math Counts $200.00

50
EXHIBIT A

PAYROLL DEDUCTION AUTHORIZATION

I hereby request and authorize Laramie County School District Number One, State of Wyoming, to deduct from my earnings and to transmit to the following organizations the amount indicated from each of my regular salary payments, beginning with the payment to be received on the ____ day of ________________, 20___, by the tenth of the month following the pay period from which the deduction is made:

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<th>NAME AND ADDRESS OF ORGANIZATION</th>
<th>AMOUNT</th>
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Said deductions and transmission shall continue until I notify you to the contrary, in writing, at least twenty (20) days before the date on which the payment is to be made to me, from which I direct a change to be made in deductions.

I hereby waive all rights and claims to the monies deducted and transmitted and I release Laramie County School District Number One from liability in connection herewith.

_______________________________
Signature

_______________________________
Date
DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by the duly authorized officers this 7th day of June, 2010.

[Signatures]

Jan Stalcup, Chair, Board of Trustees

Robin Inman - CTEA Representative