

JEFFCO SCHOOLS

MASTER NEGOTIATED AGREEMENT



And



Effective

07.01.2020 through 08.31.2021



Board of Education

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Brad Rupert	1 st Vice President
Ron Mitchell	2 nd Vice President
Stephanie Schooley	Secretary
Susan Miller	Treasurer

Superintendent of Schools

Dr. Jason Glass

Negotiating Team

Dennis Carlson	Facilitator
Kathleen Askelson	Chief Financial Officer
David Bell	Chief Human Resources Officer
Jim Branum	Legal Counsel
Arianne Burger	Director, Employee Relations
Matt Flores	Chief Academic Officer
Jen Kirksey	Principal, Connections Learning Center
Gene Lewis	Principal, Bradford K-8
Ryan Lucas	Principal, Governor's Ranch Elementary School
Wendy Woodland	Principal - West Jefferson Elementary School



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Dale Munholland	Vice President
Rhiannon Wenning	Secretary
Ernest Garibay	Treasurer
Angie Anderson	CEA Board Director
Rhiannon Wenning	CEA Board Director

Negotiating Team

Christy Yacano	JCEA Bargaining Chair; Digital Teacher Librarian, Sierra Elementary
Dale Munholland	Teacher, Pomona H.S.
Brooke Williams	JCEA President; Teacher, Alameda International Jr/Sr High School
Stephanie Rossi	Teacher, Wheat Ridge High School
Anthea Justice	Learning Specialist, Ryan Elementary
Robert Cassidy	Teacher, Standley Lake High School
Tony Tochtrop	Digital Teacher Librarian, Molholm Elementary
Michelle Moehlis	Teacher, Green Mountain High School
Lisa Elliott	JCEA UniServ Director

JCEA Board

Elizabeth Morgan	Professional Practices Action Team Chair, Lakewood HS
Michelle Moehlis	Negotiations and Advocacy Action Team Chair, Green Mountain HS
Cory Bissell	Organizing Action Team Chair, Hackberry Hill ES
Jon Cefkin	Community Advocacy Action Team Chair, Lukas ES
Elizabeth Kantner	Community Outreach Action Team Chair, Arvada HS
Sidney Slifka	Communications Action Team Chair, Westgate ES
Robert Hawkins	Ethnic/Minority Action Team Chair, Jefferson Junior-Senior HS
Kendall Bolton	Early Educator Action Team Chair, Van Arsdale ES

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NEGOTIATED AGREEMENT

Between

JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT, R-1

And

JEFFERSON COUNTY EDUCATION ASSOCIATION

Jefferson County, Colorado

PREAMBLE

The JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT and the JEFFERSON COUNTY EDUCATION ASSOCIATION recognize and accept the trust which the public has placed in the policy makers and educators in fulfilling the constitutional mandate for a thorough and uniform system of free public schools. The parties agree to seek the most efficient, innovative and effective methods to achieve educational goals within available resources.

The District and the Association recognize and appreciate the quality and integrity of the learning and teaching process and believe students and their proficiencies are the central focus of our work.

Our partnership supports collaborative processes that include open communication, consensus-building and active involvement. We believe that the best decisions which support student achievement are made in an environment that includes mutual trust, respect, understanding, cooperation, and support.

We share a commitment to the District goal to provide a quality educational program that prepares all children for a successful future. The educational program incorporates high standards that enable students to develop to their fullest potential. Our program emphasizes experiences which allow for the intellectual, physical, emotional, and spiritual development of each individual.

We will work collaboratively to meet the evolving demands of students and their future employers. Tools and workplaces change at a significant pace and so too will the skills needed by educators and the configurations of schools.

We honor diversity, respect, and civility among students, parents, citizens, and staff and encourage innovation, choice, appropriate risk-taking, and adaptation to changing conditions.

We recognize that a quality public education is a shared responsibility of the entire community, which includes students, parents, citizens and staff, and that it should reflect the values and aspirations of that community.

The success of an exceptional educational program depends upon a qualified staff dedicated to high standards and professional development. We commit to enhancing the character of the teaching profession in a climate which values employees, promotes positive morale, and demonstrates integrity, teamwork, exemplary performance, fairness, and trust.

The Jefferson County Public School District and the Jefferson County Education Association believe that this Master Agreement reflects these beliefs and provides the basis for a quality education for all the students of Jefferson County. Therefore, we agree that this Preamble is to be the vision and framework on which the articles contained in this Agreement are built.

Article 1

1 Definitions

- 1-1 The term "educator" shall mean all full-time, non-administrative personnel, teachers in residence, alternative licensure teachers and part-time teachers, as defined in Section 1-11, licensed by the Colorado State Department of Education. The term "educator" shall not include persons who teach less than part-time, substitute teachers, or educational assistants.
- 1-2 "Teacher" is defined as any person who holds an interim, alternative, initial, or professional teacher license and who is employed by the District to instruct, direct, or supervise an education program. C.R.S. 22-63-103(11)
- 1-3 The term "Board" shall mean the Board of Education of Jefferson County School District, R-1 in the State of Colorado.
- 1-4 The term "Association" shall mean the Jefferson County Education Association.
- 1-5 The term "School District" or "District" shall mean the Jefferson County School District R-1 in the State of Colorado.
- 1-6 The term "Superintendent" shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.
- 1-7 The term "workweek," unless specified otherwise in other sections of the Agreement, shall be a period of time of forty (40) hours of teaching and school-related duties falling from Monday through Friday.
- 1-8 The term "school day" shall mean the continuous period of time each day an educator is assigned teaching and school-related duties.
- 1-9 The term "business day" shall mean Monday through Friday unless a District holiday. A "business day" may not be a scheduled day for educators.
- 1-10 "Continuous service" shall mean the length of service as a full-time contracted educator of the District.
- 1-11 The term "part-time educator" shall mean all non-administrative personnel, licensed by the Colorado State Department of Education, who teach half or more, but less than all, of a workday for ninety (90) or more days, or one semester or equivalent time as determined by the annual school calendar; or who teach full-time ninety (90) or more days, or one semester or equivalent time, but less than a full contract year.

- 1-12 The term “substitute teacher” shall mean an educator who normally performs services as an employee of a school district for four hours or more during each regular school day, but works on one continuous assignment for a total of less than ninety (90) regular school days, or one semester or equivalent time as determined by the annual school year calendar of the District in which the educator is employed during an academic year. "Substitute educator" also means an itinerant educator who normally performs services as an employee of a school district for four (4) hours or more during each regular school day, but works on two or more assignments for a total of less than one hundred ten (110) regular school days during an academic year.
- 1-13 The term “contract year” and “work year” shall be the number of days an educator is contracted to work each year.
- 1-14 The term “District JCEA Collaboration Committee,” shall also be known as the DJCC and those terms may be used interchangeably in this Agreement.
- 1-15 The term “Professional Practices Evaluation Rating” shall also be known as the PPER and those terms may be used interchangeably in this Agreement.

Article 2

2 Reservation of Management Rights

- 2-1 The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any educator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2-2 The District and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-3 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy and procedure currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

Article 3

3 Association Relationship

- 3-1 The Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 until August 31, 2021. The term of this Agreement shall commence July 1, 2016, and shall expire on August 31, 2021, unless extended through the negotiation process outlined in Article 4.
- 3-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association. The granting of these rights and privileges shall in no way be construed to diminish or impair the rights, powers and discretion of the Board or administration vested in Colorado law.

- 3-3 The District shall release the president of the Association from the president's regular assignment during their term of office. The Association shall reimburse the District for the president's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District. The District will collaborate to find a mutually agreeable position at the end of the JCEA president's term in office.
- 3-4 The president of the Association, or designated JCEA staff or JCEA officers will have the right to visit schools. All visits will be coordinated with the principal or the principal's designee in advance, and all visits will be conducted in a manner that does not disrupt the educational process in the school.
- 3-5 Subject to the use restrictions as set forth in District policy GBEE (Staff Use of the Internet and Electronic Communications), and any other applicable District policies, the Association will have the right to use school facilities and may use school communication facilities including but not limited to email and physical mail boxes at work sites.
- 3-6 The Association shall have the right to have an Association representative(s) at each building. The Association representative shall not be subject to any disciplinary or punitive actions due to their participation as representative.
- 3-7 The Association will be allowed to host events at induction to introduce the Association and its work to new educators.
- 3-8 Dues Deductions
 - 3-8-1 The District agrees to deduct from employee's salaries, dues for the JCEA as employees individually and voluntarily authorize, and to transmit the monies to the JCEA or its designated agent.
 - 3-8-2 Each Month the District will provide the JCEA with a list of those employees who have voluntarily authorized the district to deduct dues.
 - 3-8-3 The JCEA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.

Article 4

4 Negotiation Procedures and Successor Agreement

4-1 Conducting Negotiations

- 4-1-1 The provisions of this Agreement shall become effective July 1, 2016, and shall continue and remain in full force and effect until midnight, August 31, 2021, except as set forth below.
- 4-1-2 Pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this Agreement pertaining to compensation and benefits, including but not limited to salary advances and cost of living allowances; employee health and welfare benefits and the District contribution towards those benefits; additional performance pay; additional coverage pay; outdoor lab pay; and sick leave payout, will be subject to reopening each year of the Agreement.

- 4-1-3 The Board, through its designated representatives, shall meet with representatives of the Association and shall negotiate for the purpose of modifying this Agreement. In addition to compensation and benefits, each party to this Agreement shall have the option to submit two (2) items of their choice for negotiation in 2017, 2018, 2019, and 2020. The intent to negotiate and the two items to be discussed will be communicated between the parties by February 1st of each year, except as set forth in Article 4-1-4 below.
- 4-1-4 Written requests for negotiation of a successor agreement may be submitted by either party to the other through their respective representatives. Such written requests shall be submitted no earlier than September 1, 2020 and no later than February 1, 2021. Such requests will specify the subject matter to be considered and will include any subject or matter which either party deems important to the welfare of the educators and/or the School District. A written acknowledgment of the request will be made within ten (10) business days of the receipt of the request.
- 4-1-5 Each year, the Board and the Association, through their representatives, shall develop jointly, reduce to writing, and mutually approve the procedures for negotiations. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party, provided that the first meeting shall be held no later than the 1st day of March. The parties may extend the date of the first meeting by mutual consent. The parties shall attempt to reach agreement by May 31st. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.
- 4-1-6 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 4-1-7 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 4-1-8 Negotiation sessions between the bargaining teams shall be conducted in accordance with applicable statutory requirements.
- 4-2 Adopting Agreements
 - 4-2-1 Tentative Agreements reached as a result of negotiations will be reduced to writing and presented to the Board of Education and the Association membership as soon as practicable upon the conclusion of negotiations. The Association shall have twenty (20) business days from the date that the Tentative Agreement has been presented to its membership in which to advise the Board in writing of the acceptance or non-acceptance of said Tentative Agreement. Absence of a written reply within this allotted time shall constitute ratification.
 - 4-2-2 Within thirty (30) business days following ratification by the Association, the Tentative Agreement shall be presented to the Board. The Board may vote to accept or reject the ratified Tentative Agreement. If approved, the final Agreement will be signed by the Board and the Association.

4-3 Impasse Resolution

- 4-3-1 Either party may declare impasse if no progress is being made on the items to be negotiated. Any issues still in dispute at the time of impasse will be submitted to mediation for the purpose of inducing the District and the Association, through their representatives, to reach a voluntary agreement.
- 4-3-2 The parties shall select a mediator from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a mediator, the mediator shall be selected in the following manner:
 - 4-3-2-1 As agreed upon before negotiations begin, or immediately after demand for or submission to mediation, the American Arbitration Association or the Judicial Arbitrators Group shall be requested to submit simultaneously to each party an identical list of five (5) persons experienced in mediation of educational matters. Within five (5) business days of receipt of the list, each party shall strike any names to which it objects, numbering the remaining names in order of its preference, and exchange the list with the other party. If a party does not exchange the list within the time specified, all persons named therein shall be deemed acceptable to that party.
 - 4-3-2-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the parties shall select a mediator.
 - 4-3-2-3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association or Judicial Arbitrator Group shall appoint a mediator from its other members without submitting additional lists.

4-4 Conducting Mediation

- 4-4-1 The mediator will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law.
- 4-4-2 The mediator will meet with the District and the Association, through their representatives, either separately or together, to mediate the disputes.
- 4-4-3 To the extent that a Tentative Agreement is reached as a result of mediation, the procedures provided in Section 4-2 will then be followed. If mediation fails in whole or in part, the process shall move to fact finding.
- 4-4-4 The costs of mediator services, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

4-5 Conducting Fact Finding

- 4-5-1 The parties shall select a fact finder from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a fact finder, the fact finder shall be selected in the same manner as set forth in Section 4-3-2.
 - 4-5-2 The fact-finder will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law. The fact finder will produce a report containing the findings of fact and recommendations within twenty (20) business days of the final meeting. Findings of fact and recommendations are non-binding on the Board of Education.
 - 4-5-3 Within five (5) business days after receiving the fact-finding report, the parties will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting.
 - 4-5-4 The respective parties shall take official action on the report of the fact-finder no later than thirty (30) business days after the meeting described in Section 4-5-3.
 - 4-5-5 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
 - 4-5-6 Either party may request that an official transcript of all or part of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting a transcript shall pay the costs thereof, except that if the other party shall request a copy of any transcript, it shall share equally the entire cost of making the transcript.
 - 4-5-7 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.
- 4-6 Maintenance of Status Quo
- 4-6-1 Provided the parties have begun the impasse resolution procedures set forth above prior to midnight on August 31, 2021, the terms and provisions of this Agreement shall remain in full force and effect until the earlier to occur of (1) the parties enter into a successor Agreement, or (2) the parties complete the impasse resolution procedures and the Board acts pursuant to Article 4-5-7 above.

Article 5

5 Time Management

- 5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.
- 5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.

- 5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators' time (referred to in this article as the "Scheduling Committee"). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, late start, early dismissal, extended day, etc.). The schedule designed by each school otherwise must adhere to the following parameters:
- 5-3-1 The schedule must comply with and align with the academic year schedule developed and publicly released by the District.
 - 5-3-2 Except as set forth below, the work year will not exceed one hundred eighty-five (185) days. If a licensed professional works beyond 185 days the educator will earn the per diem rate of 1/185th, of their annual salary, for each additional day worked, and the additional days will be mutually agreed to.
 - 5-3-2-1 Secondary counselors shall work ten (10) additional days per year, unless the counselor and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
 - 5-3-2-2 Digital Teacher Librarians shall work six (6) additional days per year, unless the teacher librarian and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
 - 5-3-3 Except as set forth below, the Scheduling Committee will develop schedules that account for no more than forty (40) hours of the workweek (the "40-hour schedule") and an additional 22.5 hours per school year as noted below. Licensed professionals will have the autonomy to schedule the remainder of the workweek for themselves in a manner that best addresses the demands on their time and the needs of their students. Nothing contained in this paragraph is intended to limit the ability of a licensed professional to volunteer for school directed activities that occur outside of the 40-hour schedule.
 - 5-3-3-1 The principal shall have the right to require that each licensed professional work up to a maximum of 22.5 hours per school year outside of the 40-hour schedule, without additional compensation, to enhance the school's relationship with parents, guardians and the community and to support the educational mission of the school. It is intended that the additional 22.5 hours will include activities such as, but not limited to, parent-educator conferences, Back-to-School Nights, Open House, PTA meetings and graduation.
 - 5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students' needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.
 - 5-3-5 Educators shall have a duty-free lunch of no less than thirty (30) minutes, exclusive of passing and inter school travel time. Licensed professionals may leave the building during their duty-free lunch provided their absence does not interfere with scheduled duties.

- 5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee will allocate at least 225 minutes for individually directed planning time in no less than 30-minute blocks. In elementary and middle schools (K-8), individually directed planning time will occur during the student contact day on at least three days a week. Collaborative or PLC planning time should be in addition to, not instead of, individual planning time.
- 5-3-7 An educator who uses their planning period to cover a class due to a lack of a substitute will be compensated at \$20 per hour. Educators will be compensated for taking on additional students due to the lack of a substitute educator with the total monies that otherwise would have been paid to the substitute teacher. School collaboration processes should be used to establish a substitute coverage protocol that includes all licensed staff.
- 5-3-8 Educators who must travel within the work day shall be scheduled with adequate time for travel, a duty free lunch, and planning time. Mileage for such educators will be paid in accordance with IRS guidelines.

Article 6

6 Professional Development

- 6-1 For educators to be as effective as possible, they must expand their knowledge and skills to implement the best educational practices. Professional development should be designed collaboratively as a part of the school improvement process and aligned with District goals. Systemic practices should be developed to ensure improvements in student achievement. Each school's collaborative leadership team will be responsible for implementing the professional development relevant for that school.
- 6-2 District level professional development will be aligned with the needs of District and school communities and the instructional skills outlined in the evaluation process. Some District level professional development may be mandatory.
- 6-3 All District and school provided professional development, mandatory or voluntary, shall be granted in-service credit for purposes of re-licensure as per Colorado Department of Education guidelines.
- 6-4 Professional development should be aligned with the teaching skills described on the evaluation rubric. Educators should be offered differentiated professional development based on the areas of need for that educator as identified by the evaluation process, performance management cycle, and school improvement plan, including differentiated induction and mentoring programs for newly hired educators.
- 6-5 An annual amount of \$62,400, subject to approval of the budget, will be available and managed in the Human Resources Department to provide funds for educators who desire to attend instructional area conferences with prior approval of the appropriate District administrator. A Professional Growth

Committee consisting of four (4) classroom educators appointed by the Association, and one (1) administrator appointed by the Superintendent or designee will review all applications for professional growth funds and make appropriate recommendations.

Article 7

7 Evaluations

7-1 Educator Evaluations

7-1-1 One of the most important factors in advancing student achievement is to have an effective educator in every classroom and position.

For purposes of this article, educators include school audiologists, psychologists, nurses, physical and occupational therapists, counselors, social workers, speech language pathologists, orientation and mobility specialists, teachers on special assignment, instructional coaches, deans, and teachers as defined in 1-2.

7-1-2 Both parties recognize that evaluations serve as a basis for:

- A. The improvement of instruction,
- B. Enhancement of the implementation of programs of curriculum, and
- C. The measurement of professional growth, development, and level of performance of licensed personnel.

7-1-3 Consequently, all educators will receive the necessary formal evaluations as required by state law.

7-1-4 Educators will be evaluated by administrators or other licensed personnel such as TOSA's that are identified as evaluators who have received education and training on evaluation skills that will enable the evaluator to make fair, professional, and credible evaluations of personnel. Educators such as Instructional Coaches or teacher peers shall not evaluate although they may observe and provide confidential feedback to another educator. The evaluator must meet with educators to review the evaluation process, timelines, and any evaluation tools utilized in the first six weeks of the school year.

7-1-5 Any monitoring or observation of the work performed by an educator will be conducted openly and with full knowledge of that educator. Therefore, Security cameras must not be used for the purpose of evaluation except when footage is used to verify a misconduct.

7-1-6 Video or audio taping can be an effective gauge of performance and may be permitted upon mutual agreement of the educator and the principal or a building-level designee. Appropriate safeguards should be taken to comply with FERPA.

7-1-7 An educator's lack of participation in extracurricular activities outside the assigned workday as will not form the basis for a less-than-effective evaluation of the educator.

- 7-1-8 In order to be included in an educator’s evaluation, concerns from students, parents, colleagues or other District staff must be vetted and shared with the educator in a timely manner, and the educator must have been given an opportunity to respond.
 - 7-1-9 The evaluation process will begin at the beginning of the school year and be completed in the spring, no later than mid-May. There shall be a mid-year conference between educator and evaluator to review the progress of the educator. Each educator will be given a copy of the final evaluation report prepared by the evaluator at least one (1) school day before the conference to discuss it. No report will be submitted to central administration, placed in the educator’s files, or otherwise acted upon without a prior conference with the educator. Such report must be signed by both parties to indicate only that the report was reviewed.
 - 7-1-10 A component of non-teacher, educator evaluations will include student-outcomes. Measures of student-outcomes will be determined by the educator and shall be approved by administration.
- 7-2 Specific Attributes of Teacher Evaluations
- 7-2-1 A teacher’s evaluation will contain some proportion of student growth data and the evaluation of the teacher’s professional practices. The student growth portion of the evaluation will be determined by the Superintendent with input from the 1338 Committee.
 - 7-2-2 Observations for Evaluating Professional Practices
 - 7-2-1-1 In evaluating a teacher’s professional practices, probationary and non-probationary teachers will be formally observed before winter break by an evaluator in compliance with state law. The evaluator should spend sufficient time in the classroom and/or in observation of assigned job responsibilities to justify the conclusions contained in the evaluation. Generally, this should be a full class period for secondary teachers and a whole lesson for elementary teachers.
 - 7-2-1-2 Observations may be scheduled in advance or may be unannounced. Scheduled observations will not require a preconference, but if requested by either party, a conference will occur. After an unannounced visit, a follow-up visit will be scheduled upon request of the teacher.
 - 7-2-1-3 A post observation dialogue between the teacher and the evaluator shall be held within five (5) school days (unless mutually agreed upon with both the administrator and teacher) after each formal observation for the purposes of delivering constructive feedback and identifying any areas of concern that could lead to a less-than-effective evaluation. Post observation dialogues will include evidence gathered from the observation and the teacher documented on designated District forms. Teachers are encouraged to share evaluation feedback with a peer who can assist them, such as instructional coaches, department chairs or other colleagues.

- 7-2-1-4 Numerous informal classroom visits of varied lengths may provide additional data for the evaluation process. Although each informal classroom visit does not require formal documentation, teachers will be provided feedback from the informal observations. As data is gathered over time, teachers will receive updated performance feedback. A conference will be held if performance declines or if either party requests one.
- 7-2-1-5 Evaluators who have performance concerns about the overall effectiveness of a non-probationary teacher may conduct additional formal observations.
- 7-2-1-6 The final evaluation conference for probationary teachers will ordinarily be held by mid-April. The professional practices portion of the evaluation for non-probationary teachers will ordinarily be completed by early May and the final conference ordinarily held by mid-May.
- 7-2-1-7 Instructional Coaches may participate in post-observation conferences with the consent of the educator being evaluated. The purpose of such participation is to understand performance concerns so as to assist the educator by monitoring progress and providing strategies for improvement. Any informal observation by the instructional coach shall not be included in the formal evaluation but shall be for assisting the educator in improving instructional practices.
- 7-2-1-8 The formal evaluation of teachers in a split-school assignment shall be completed by an evaluator in the building where the majority of the educational responsibilities occur unless otherwise agreed to by the school administrators.

7-3 1338 Committee

A collaborative Educator Evaluation Committee will be established with both educator and administrative representatives. Educator representatives will be appointed by JCEA. The committee will be charged with providing input on:

- A. The student growth portion of the evaluation;
- B. The development of the evaluation rubrics for special education and related services personnel, teacher librarians, resource teachers, curriculum coordinators, instructional coaches, deans, and counselors; and
- C. Evaluation improvement opportunities including peer evaluators, and other systems to improve the overall evaluation process.

7-4 Notice of Performance Deficiencies

The intent of this section is to provide for identification of and give notice to the educator of less-than-effective performance. Additionally, it is to provide resources for the improvement of instruction and periodic feedback to the educator on progress or lack thereof. Less than effective performance can lead to dismissal, loss of non-probationary status, or non-renewal and any improvement plan should be taken seriously by both educator and evaluator.

- 7-4-1 If performance expectations are not met by an educator, a Performance Improvement Plan (PIP) shall be issued to the educator as soon as possible, but no later than January 30th. An educator will have a minimum of six to ten (6-10) weeks to successfully meet the expectations contained in the PIP. At the end of that time, the plan can be ended if expectations have been met, or extended if expectations are not being met. If performance concerns arises after January 30th, a PIP can still be issued but the concerns will be provided to the educator as soon as practicable.
- 7-4-2 Any areas of deficiency or less-than-effective performance shall be addressed in a written PIP and will include the following:
- A. Identification of specific indicators from the rubric that are rated less-than-effective.
 - B. Specific recommendations to improve performance in order to achieve an overall effective rating.
 - C. Identification of acceptable levels of performance from the rubric.
 - D. An improvement timeline including regular conferences between the educator and evaluator.
 - E. A description of assistance the evaluator will make available to the educator.
- 7-4-3 After an educator receives a PIP, additional supports will be made available to the educator, when appropriate, including but not limited to, release time for peer observation, additional professional development, instructional coaching, etc. It is the educator's responsibility to take advantage of the additional supports. It is the evaluator's responsibility to monitor progress and provide regular, timely feedback.
- 7-4-4 If the evaluator believes the alleged performance deficiencies of an educator justify non-renewal or dismissal, the educator should be specifically advised of the alleged deficiencies and that failure to correct them may result in a recommendation for dismissal or nonrenewal.
- 7-4-5 If a recommendation for non-renewal or dismissal is made by the evaluator, written notification must be provided to the educator prior to the meeting of the Board at which action is to be taken. Notice of non-renewal of a probationary educator shall be provided to the educator prior to June 1st in accordance with state law.
- 7-4-6 An educator who is recommended for non-renewal or dismissal should be provided a copy of the final evaluation document before the recommendation for dismissal or non-renewal is submitted to the Board of Education.
- 7-4-7 Nothing contained in this Article 7 shall be construed as a limitation on the District's authority to address performance and misconduct concerns separately. This may result in an educator receiving a PIP to address performance deficiencies and also receiving formal counseling or other forms of discipline to address misbehavior or misconduct.

7-5 Evaluation Appeals

The purpose of this appeal procedure is to provide a fair and expeditious manner for resolving concerns that an educator has regarding their final evaluation.

7-5-1 The grounds for an appeal are limited to the following:

- A. The evaluator did not follow established evaluation procedures and the failure to do so had a material impact on the final evaluator rating that was assigned (e.g., an observation was never completed or feedback was never shared with the educator).
- B. The data relied upon was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible).
- C. The educator being evaluated believes evidence was ignored or not considered in the process and this evidence would have a material effect on the final evaluator rating that was assigned.

7-5-2 Step One – Administrator Meeting

If an educator is dissatisfied with their evaluator rating, the educator must submit a Step One appeal form no later than five (5) business days after receiving the final evaluator rating requesting an informal meeting to discuss and attempt to resolve the concern.

The meeting will occur within ten (10) business days of the written request. Both the educator and the evaluator may be accompanied by a representative at the Step One meeting. The educator and the evaluator will attempt to resolve the issue.

7-5-3 Step Two – Community Superintendent Inquiry

If a satisfactory resolution of the issue is not reached at Step One, the educator may initiate Step Two with the educator's Community Superintendent by filing a Step Two appeal form directly with the School Leadership department within five (5) business days of the Step One meeting. A meeting will occur within ten (10) business days of the written request and will be limited to one (1) hour unless extended by mutual agreement. If the educator's Community Superintendent was involved at Step One, a different Community Superintendent will be assigned at Step Two.

Both the educator and the Community Superintendent may be accompanied by a representative during the Step Two Inquiry. At the Step Two Inquiry, the educator will have the opportunity to further discuss the grounds of the appeal and submit any supporting documentation. The parties are encouraged to thoroughly discuss the concerns and resolve the issues. If deemed necessary, the Community Superintendent may conduct an independent investigation into matters raised by the educator.

The Community Superintendent conducting the meeting will transmit a written response to the educator within ten (10) business days of the Step Two meeting. This deadline may be extended by mutual consent. The Community Superintendent may uphold or elevate the evaluator rating.

7-5-4 Step Three – Chief of Schools Review

If a satisfactory resolution of the issue is not reached at the Step Two Inquiry, the educator may initiate a Step Three Review. The educator must file a Step Three appeal form in writing directly with the School Leadership department within five (5) business days of the receipt of the Community Superintendent’s written response. The written review request may not contain any new evidence.

Upon receipt of a properly completed and timely written review request, the Chief of Schools, or designee, will review all documents submitted at Step Two and then issue a written decision to uphold or elevate the evaluator rating within fifteen (15) business days.

The determination at Step Three is final. Copies of this decision must be transmitted to the educator, their evaluator and Community Superintendent.

7-5-5 All documents and proceedings related to the appeal process will be confidential.

7-5-6 All deadlines may be extended by mutual agreement.

7-6 Appeals of a Second Less-than-Effective Rating for Non-Probationary Teacher

7-6-1 The following requirements will apply to the appeal process for a non-probationary teacher to appeal a second consecutive less-than-effective evaluation. For purposes of the appeal process, a rating of ineffective and a rating of partially effective are considered less-than-effective and will carry the same consequence. A teacher will lose non-probationary status after receiving two consecutive ratings of less-than-effective evaluations. The appeal process shall allow for a final determination of the teacher’s professional practices rating and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment or termination.

If a teacher’s overall evaluation rating elevates to effective or higher once the student growth data is added, the appeal decision shall become moot.

7-6-2 A non-probationary teacher who objects to a second consecutive less-than-effective professional practices rating will have an opportunity to appeal that rating to the Superintendent. The appeal process is voluntary and will be initiated only if the teacher chooses to file an appeal.

7-6-3 The non-probationary teacher shall have the burden of demonstrating that a rating of effective was appropriate. The grounds for an appeal are limited to the following:

- A. The evaluator did not follow evaluation procedures outlined in this Article and the failure to do so had a material impact on the final professional practices rating that was assigned (e.g., an observation was never completed or feedback was never shared with the teacher); or
- B. The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for whom the teacher was not responsible).

- 7-6-4 A teacher must file their appeal to Employee Relations within ten (10) business days after receiving their final professional practices rating. The appeal process shall conclude no more than thirty (30) business days after receipt of the final professional practices rating. These time requirements may be waived by mutual agreement of both the teacher and the District.
- 7-6-5 A teacher is permitted only one (1) appeal for the second consecutive less-than-effective evaluation rating. A teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed will be deemed waived.
- 7-6-6 Review Panel and Process
- 7-6-6-1 An advisory review panel of no more than six (6) members, equal numbers of educators and administrators, will be empaneled to review the teacher's evaluation. Members cannot have been directly involved in the evaluation process for the appealing teacher, employed at the appealing teacher's school, or related to the appealing teacher. The Superintendent will not be a member of the review panel but will have the authority to appoint administrative members. The Association will select the educator members.
- 7-6-6-2 Panel members shall be selected and trained regarding the evaluation and appeal procedure in a manner designed to ensure the credibility and expertise of the panel members. A process will be developed to ensure continuity of the review panel members.
- A. The appealing teacher shall be given the opportunity to provide evidence to the review panel in writing. The review panel shall review any written information provided by the appealing teacher prior to meeting to render a recommendation.
- B. The review panel may invite the teacher or educator's principal to present information or evidence in writing where clarification is necessary; however, the teacher and principal shall have the right of refusal without prejudice.
- C. In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the Superintendent if the panel is not able to reach unanimous consent.
- 7-6-7 The Superintendent shall be the final decision-making authority in determining a teacher's final evaluation rating and whether a non-probationary teacher shall lose non-probationary status. The Superintendent shall provide a written rationale for the final determination.
- 7-6-8 If the Superintendent determines that a rating of less-than effective was not accurate but there is not sufficient information to assign a rating of effective; the teacher shall receive a "no score" and shall not lose non-probationary status. However, if in the following academic school year that teacher receives a final less-than effective rating, this rating shall have the consequence of a second consecutive ineffective rating and the teacher shall be subject to loss of non-probationary status.

- 7-6-9 This appeal process shall be the final determination in regard to the final evaluation rating and loss or retention of a teacher's non-probationary status.

Article 8

8 Licensed Educators, Resources and Class Size/Case Loads

8-1 The District and the Association have a shared commitment to providing a broad-based, consistent education to all Jeffco students. This includes an educational program that seeks to educate the whole child as well as to support schools in meeting the strategic vision for the District as communicated by the Board of Education and the Superintendent. Principals and educators should work together in creative ways to ensure a student-centered focus in their buildings.

8-2 To achieve such a broad-based goal, professional educators from many disciplines are necessary including world language, fine arts, physical education and other elective educators, mental and physical health professionals, counselors, digital teacher librarians, special education educators, and educators in core curricular areas such as language arts, social studies, mathematics, and the sciences. Additionally, various District or school-based programs, including summer programs, can provide academic enrichments and vocational skills that enable students to be college and career ready in the 21st century.

8-3 Buildings are encouraged to use the American School Counselor Association (ASCA) standards to help educators, counselors and others in the development of students' social and emotional needs. In order to meet the social and emotional needs of students, schools may consider partnering with other organizations to ensure that all students receive necessary assistance to support development and growth.

8-4 The following educators will be staffed based on the needs of the school and in accordance with best practices identified by the school leadership team, District leadership team, and this negotiated agreement. These guidelines are intended to provide assistance to schools in their allocation of resources to support the learning environment desired by their local community and aligned to the school improvement plan objectives. Educators hired will be appropriately licensed. Principals and the schools' collaborative leadership team may consider placing qualified educators in dual positions or roles which make full use of an educator's training and experience.

8-4-1 Classroom Educators

Schools will determine the number of classroom educators needed to meet the needs of the student and community populations served in accordance with the school's improvement plans and philosophy. This includes educators hired specific to gifted and talented building-level programs.

Each school will ensure that staff has adequate resources to deliver instruction appropriate to their specialties.

8-4-2 Digital Teacher Librarians

An educator who either holds a valid license and has a teacher librarian endorsement or has completed, or is willing to complete, the District Digital Teacher Librarian (DTL) certification may be employed in the school as a Digital Teacher Librarian. Failure to complete the

induction courses or make adequate progress towards the DTL certification may result in displacement from the teacher librarian position. The teacher librarian serves as teacher, building-based leader of technology and information literacy, instructional partner with classroom teachers, and resource manager within the school community and may serve in other capacities they are qualified for in order to maintain a full-time DTL in every building.

8-4-3 Counselors

Counselors provide current and individualized resources for college and career planning as well as identifying proper class placement and managing and creating school-wide interventions and programs that support all students and the school community. The District and the Association agree that only fully licensed counselors shall be assigned to counseling positions within the District as set forth by the Colorado Department of Education. The primary duty of counselors will be to effectively and efficiently implement the District's approved Comprehensive Guidance and Counseling Program (CGCP).

Counselors will have adequate time for professional development as well as collaboration and planning within the counseling department and with fellow educators.

8-4-4 Instrumental Music

Elementary instrumental music opportunities (band and orchestra) contribute to student development and, for some students, introduce an elective that will accompany them through their school years. The District and the Association agree that the budgeting process will include the staffing required to offer instrumental music in all Jeffco elementary schools. Each school community will consider the teaching facilities and equipment to meet the needs of students enrolled in instrumental music programs.

8-4-5 Special Education

The District and the Association recognize that in order to ensure special needs and at-risk students achieve educational standards, it is necessary to provide specialists trained in the various areas of development. The District agrees to provide special education educators/diagnosticians, school psychologists, social workers, educational consultants, speech/language specialists, and other specialized personnel to provide services to those students in need.

A collaborative committee(s) will be established to actively solicit district-wide educator and administrator feedback regarding Exceptional Student Services.

8-4-5-1 Teams who provide district-wide services such as school psychologists, social workers, speech language pathologists, motor staff (commonly called special education and related services providers – SERS), assistive technology assessment team (ATAT), vision, deaf and hard of hearing (DHH), audiologist, early childhood special education staff, and center program staff, will be considered District-based positions.

- 8-4-5-2 District-based staff may be re-assigned due to changes in program location, specific building need, or student need across the District. In cases of re-assignment the District will make every effort to assign staff within a requested geographic area. Reassignments are to occur prior to schools positing individual positions.
- 8-4-5-3 District-based positions will be filled first through District reassignment; and then through Article 12 selection processes with qualified practitioner participation.
- 8-4-5-4 Special education staff will be evaluated by a building administrator if they are assigned to one (1) or two (2) buildings. If assigned to more than two (2) buildings, they will be evaluated by special education administrators. Special education educators may be evaluated in consultation with special education administrators who understand the nature of the individual's job responsibilities.
- 8-4-5-5 Instructional behavioral analysts and special education instructional coaches will be evaluated by special education administrators.
- 8-4-5-6 Special education learning specialists are considered building-based positions.
- 8-4-5-7 Schedules for learning specialists and SERS personnel may be determined in consultation with the employee, special education department, and the building principal.
- 8-4-5-8 Learning specialists and SERS personnel may contact the school administrator and/or Student Success Department if planned and scheduled paraprofessional or other supports are changed regularly, without notification, such as when staff is used for duties such as lunch or recess duties, to problem solve meeting needs of classrooms and students.

8-5 Class Size

- 8-5-1 The District and the Association acknowledge that class size is a function of many factors, including course objectives, curriculum/subject matter, age and skill sets of students, number of students with special needs, class scheduling patterns, and school improvement plans. Students will not be placed in any classroom in numbers larger than the capacity of the teaching facilities and stations available in that classroom. Additionally, the parties recognize that some classes, curriculum and students require more intensive work and some could benefit from larger class sizes.
- 8-5-2 Class configurations and educator workload can best be determined at the school level, collaboratively between administrators and educators. Schools will use the collaborative structures outlined in Article 10 to determine class configurations and workloads that are optimal for that school. Consideration will be given to high needs schools and individual classes with disproportionate numbers of students with identified needs. Soliciting input from all stakeholders may be a part of this process.
- 8-5-3 Every effort should be made to ensure equitable workloads for educators considering the desired student outcomes. Collaborative conversations about equitable workloads should

take place throughout the school year, as enrolling/disenrolling students may change class composition. Considerations of equitable workload will include but not be limited to number of course preparation, amount of grading required, and students with identified needs.

8-5-4 The District and Association acknowledge that class configurations are impacted by local needs and resources. The following are guidelines for school collaborative teams to use in determining class configurations and sizes.

8-5-5 Elementary Classroom Guidelines:

Grade Level	Guidelines for Class Size per Sections Offered
K-3	18-24
4-6	22-30

8-5-6 Kindergarten through 5th/6th Grade Art, Music and Physical Education (AMP) Guidelines:

Elementary AMP play an important role in facilitating student development as well as providing planning and collaboration time for classroom content educators. The school collaboration team for each building in which an educator has an assignment will include input from elementary AMP educators when developing class configuration, class scheduling, equitable duty schedules and daily student schedules. After collaborative discussions with the AMP staff have occurred, elementary AMP classes will be combined only when necessary for scheduling purposes, and if combined every effort will be made to not exceed thirty (30) students per class. For pairing purposes, a principal will submit counts of elementary classrooms and the number of principal and staff agreed-upon AMP sections. School administrators will consider appropriate transition supports for AMP classes, such as structured short passing periods. The guidelines for AMP staffing will be collaboratively reviewed annually by the District and Association.

If an additional elective class is added that will reduce the instructional time for the AMP teachers, the variance process should be used.

AMP FTE	Number of Sections		
0.5	1	2	3
1.0	4	5	6
1.5	7	8	9
2.0	10	11	12
2.5	13	14	15
3.0	16	17	18
3.5	19	20	21

4.0	22	23	24
4.5	25	26	27
5.0	28	29	30
5.5	31	32	33
6.0	34	35	36

8-5-7 Digital Teacher Librarian and Counselor Case Load Guidelines:

Position	Guidelines for Case Load
Digital Teacher Librarian	<p>Every school will provide at a minimum one half-time Digital Teacher Librarian.</p> <p>Schools with more than 400 students shall provide a full-time Digital Teacher Librarian.</p> <p>Adjustments to Digital Teacher Librarian staffing during the budgeting and staffing process shall be supported by the school collaborative committee and approved by the Community Superintendent.</p> <p>The District shall work to coordinate pairing half-time positions.</p>
Elementary Counselor(s)	<p>Elementary schools may consider the utilization of a counselor if supported by the community needs or school improvement plan.</p>
Secondary Counselor(s)	<p>Secondary counselors should have a caseload of 300 to 400 students per counselor.</p> <p>Ratios should take into account the unique needs of the student population served, the community needs, as well as the school improvement plan.</p>

8-5-8 The maximum student load for secondary educators' teaching assignments shall be 150 students per grading period. To exceed the maximum, the principal will collaborate with the affected educator prior to making caseloads over the maximum, to ensure that course objectives and safety standards can be met with the additional students and to address other

needs of the educator. Laboratory classes shall not exceed the number of students who can be taught safely at the number of work stations in the classroom. School administrators should consider additional supports to caseload when they are consistently above expected class sizes.

- 8-5-9 The student count maximum described in 8-5-8 will not apply to a supervisory assignment. Supervisory assignments may include tutoring, advisory, study hall, access period, enrichment period, help sessions, etc., as well as supervising student safety and student behavior during a block of time during the school day. Supervisory assignments may require minimal planning or assessment of student performance (e.g., assessment, if required, should be limited to pass/fail; complete/incomplete).

Article 9

9 Student Discipline and Educator Assistance

9-1 Student Discipline

- 9-1-1 Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the District. Clear, appropriate and consistent expectations and consequences, and equity in applying those consequences will lead to a positive school culture. Schools will ensure that District policies referencing student discipline, for example JK, JKDA, JKD are followed. District resources such as the Student Discipline matrix and Restorative Practices should be implemented with fidelity. Implementation should include communication annually to parents, students and staff.

In addition, schools will use collaborative practices as outlined in Article 10, when developing specific details of building-level behavior management and student discipline strategies. This could include reviewing annually the student discipline data included in the State Accreditation Report.

Consistent with this interest, principals who have discipline information concerning students enrolled in the District will communicate that information to all educators who have direct contact with those students to the extent permitted by state and federal law, District policy, and law enforcement direction. Any educator who is informed of this information shall maintain its confidentiality and shall not communicate it to any other person.

- 9-1-2 Student may have a safety plan, remediation plan, or a behavior intervention plan developed to support positive behavior. Educators who interact with these students will be advised of the plans and the expectations of staff to support these students and should participate in the development of these plans when necessary. Educators and administrators are expected to adhere to these plans and support positive behavior.
- 9-1-3 Any incident of physical and/or verbal threat or assault upon an educator shall be reported promptly by the educator and will be addressed in accordance with District policies GBGB (Staff Personal Security and Safety and JLI: Student Safety. 9-1-4 Educators are expected to utilize de-escalation techniques to avoid and prevent the use of force against students. Consequently, the District will make available Crisis Prevention Intervention (CPI) training as a uniform standard for the use of force in schools. Consistent with CPI standards, the District will not punish an educator for using reasonable force necessary to defend themselves or others from violence. Schools may also choose to implement Restorative Practices and should utilize District resources to implement these practices with fidelity.

Educators and administrators should be aware of District policy JKA: Use of Physical Intervention and Restraint and JK: Student Discipline when responding to student behaviors.

9-2 Aid and Restitution

9-2-1 If a student damages the personal property of an educator while on school premises or during a school sponsored activity, the educator may file a claim with the District for reimbursement of those claimed damages.

9-2-2 The Chief Financial Officer or designee shall determine the eligibility for reimbursement and the amount to be paid, if any, on a case-by-case basis.

9-2-3 When educators are charged with crimes, other than a traffic offense, as a result of the performance of their official duties, the District will consider reimbursement to the employee for all or a portion of the out-of-pocket expenses incurred by the employee in the defense of the charge in accordance with the following guidelines:

An educator will be eligible to submit a claim for reimbursement of legal fees and costs associated with the educator's criminal defense if all of the following circumstances exist:

- A. The educator is charged with an offense which is alleged to have occurred in the course and scope of the educator's employment and in the performance of an official duty or function;
- B. The educator has given the District notice of the charge and has requested legal representation by the District but was denied representation; and
- C. Upon the occurrence of one or more of the following:
 - I. Criminal charges are withdrawn or dismissed prior to the entry of any plea,
 - II. Criminal charges are withdrawn or dismissed by the court after the entry of a plea of not guilty, or
 - III. The educator is found to be not guilty by a court or a jury and the appeal process is completed.

9-2-4 If an educator is sued in connection with an incident that occurred during the course and scope of the educator's employment, the District will provide legal counsel to defend the educator against the claim.

Article 10

10 Collaboration

10-1 The District and the Association agree that student achievement is improved when instruction is delivered in an organizational culture that is committed to principles of collaboration and shared leadership. Collaborative decision-making shares responsibility for needed changes and accountability for results.

10-2 A culture of collaboration and shared leadership shall reflect the following:

- A. A shared commitment to student achievement that is accomplished through mutual trust, respect and accountability;
- B. Administration and staff collaborating to achieve the vision, mission, values, beliefs and goals of the District and school;
- C. Opportunities for staff to participate in systemic school change efforts;
- D. Meaningful and authentic opportunities for educators to use leadership skills both within the building and the District;
- E. Frequent, meaningful and proactive discussions between administration and staff; and
- F. An opportunity to celebrate successes.

10-3 The District and the Association acknowledge that structures adopted for collaboration and shared leadership are not as important as the commitment to a collaborative culture and shared leadership. Administrators and staff, as a whole, are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving.

10-4 Collaboration teams should strive to have: consistent meeting times; norms that every stakeholder agrees to; meeting agendas that all staff have access to; and decision making processes which meet the District accreditation plan and related policies and guidelines.

10-5 In partnership, the District and Association will provide professional learning and support for building administrators and Association Representatives to establish and sustain collaborative systems in each building. This will include training at the start of each school year and a system of ongoing review and evaluation of District level and school-based collaboration structures to ensure that principles of collaboration and shared leadership are adhered to and enforced.

10-6 The District and the Association acknowledge that staff and administration are mutually accountable to each other and that creating an effective culture of collaboration and shared leadership is an essential part of this Agreement.

10-7 District and JCEA Collaboration

10-7-1 The Superintendent or designee will meet monthly with JCEA leaders and representatives to work collaboratively on district-wide problems and initiatives. Any topic that impacts educators in Jeffco may be discussed.

10-8 School Based Collaboration

10-8-1 Each school shall have in place at least one structure that provides an opportunity for staff selected representatives to work collaboratively with administration. It is intended that the structure established by the school will have available to it a wide range of data so that an environment conducive to analysis and student and staff improvement exists. The school shall review its shared leadership structure and decision making process at least annually with its entire school staff and seek ways to involve parents and students in the collaborative process.

10-8-2 Multiple methods will be used to train school based collaboration teams. The District and the Association will work together to help schools set up collaborative systems. In schools where collaborative structures are faltering Association Representatives, school administration or staff can ask for support from JCEA and/or District resources.

10-8-3 The District and the Association agree that schools should decide for themselves what collaborative structures work best for them and that collaboration and shared decision making can be accomplished through a variety of structures and processes. Existing examples of school-based collaborative structures include Leadership Advisory Teams, School Cabinet, Success in Sight, Adaptive Schools, department and grade-level teams, subject or content area teams, school improvement teams and other school committees.

10-8-4 At a minimum schools will address the following issues using the collaboration and shared leadership structure established pursuant to this Article:

- A. Curriculum, assessment, and instructional practices;
- B. Professional development;
- C. School resource allocation and budget priorities;
- D. Behavior management and student discipline strategies;
- E. Analysis of student performance data to be used to improve student performance;
- F. School-based calendars, school schedules, scheduling models and staff utilization that affect the whole school;
- G. School-wide interventions for groups of students;
- H. Local school processes for grading and reporting, parent communication, and other tasks that affect student learning;
- I. Expectations for work that grade-level, content, and other school teams will accomplish;
- J. A balance between professional autonomy and a collaborative team approach to create continuous improvement;
- K. Hiring practices for licensed professionals; and
- L. Class configuration and size.

10-9 Shared Accountability and Conflict Resolution

10-9-1 Structures of collaboration and shared leadership provide educators with the autonomy to do what is best for each student, and the professionals take upon themselves the responsibility for ensuring that high standards of practice are met. In this professional culture, staff and administration will work together to resolve building-based problems and to resolve conflicts with student learning at the center of all such decisions.

- 10-9-2 It is both the right and the responsibility of individuals involved in a conflict situation to attempt to resolve conflict on an informal basis. Informal resolution is best achieved when addressed as close as possible to the source of the conflict. In some cases, however, it is necessary to explore other resources and investigate alternative methods of dispute resolution.
- 10-9-3 The District and the Association commit to settle the differences of employees by focusing on basic interests, developing mutually satisfactory options, and acknowledging the respective rights and responsibilities of those involved.
- 10-9-4 Each school will establish, or commission an existing group in the building, to serve as a Professional Problem Solving Committee (PPSC). The PPSC should, at a minimum, be comprised of three educators selected by the educators in the building and the principal and assistant principal (if there is one). Individual members of the PPSC may be requested to mediate disputes between staff. In the event such mediation is unsuccessful, and as discussed below, the PPSC will work with the principal and the complaining party to find a resolution.
- 10-9-5 Disputes pertaining to any of the following will not be subject to the complaint resolution process described in this section. These matters will be addressed by processes described in either Article 7 Evaluations, Article 19 Appeals, or District policies.

- A. Complaints regarding disciplinary actions, letters of direction, action plans, improvement plans, counseling memoranda, termination of probationary or temporary employees, or non-renewal of contracts;
- B. Complaints regarding PPER;
- C. Complaints regarding alleged sexual harassment violations or discrimination; or
- D. Any matter where the method of review or the procedure is prescribed by law, or where the Board is without the authority to act.

10-9-6 Step 1 – Meeting between Parties

In most cases, professionals should be expected to address complaints and concerns directly with the person with whom there is a conflict. If the conflict is with another staff member, the employees should attempt to resolve the issue between themselves. If the educator has an issue with a supervisor (principal or assistant principal), he or she should first attempt to resolve it with the supervisor. The educator or the supervisor may ask a member of the PPSC to attend any meeting at which there is an initial effort to resolve the issue.

10-9-7 Step 2 – Building Level PPSC

If the issue is not resolved at Step 1, then the educator may request (in writing), within ten (10) school days, a meeting with the PPSC. The PPSC will hear the educator's complaint and work with the complainant to explore interests and develop options. The goal is consensus. In the event a consensus cannot be reached, the principal will, after considering all interests and options, make a decision. The fact that the principal may be the subject of a complaint does not invalidate this Step 2 Process. Along with the other members of the PPSC and the

complainant(s), the principal must work in good faith to develop creative solutions to problems and reach outcomes that mutually benefit those involved and affected.

A written summary of the complaint and outcome of the Step 2 PPSC process must be prepared within ten (10) school days of the completion of that process and be provided to the parties.

Article 11

11 Academic Freedom

- 11-1 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of, and respect for, the United States Constitution and the Bill of Rights, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints which encourages academic freedom.
- 11-2 Instruction that involves controversial issues or materials must be taught within the Board adopted content standards and curriculum. Such instruction must be under the direction of an educator who is familiar with the goals and objectives, and in accordance with Policy IMB and Regulation IMB-R, Teaching about Controversial/Sensitive Issues. In addition, the instruction must reflect due consideration of the maturity of the students, the values of the community, sound professional judgment, and coordination with the administration. The overriding educational purpose of teaching about controversial issues or using controversial materials must be student achievement in the content standards rather than reaching conclusions as to the correctness of any particular point of view.
- 11-3 Complaints about instruction or curriculum, other than discrimination and harassment, will be directed to the school principal. The school principal will arrange a conference as soon as practicable with the complainant and the educator and other persons as necessary. The school principal shall conduct the necessary inquiry and respond to matters of concern.
- 11-4 If the complainant is dissatisfied with the results of the conference, the principal will refer the complainant to District Policy KEC and Regulation KEC-R, Public Concerns/Complaints about Instructional Resources.
- 11-5 The relevant policies in effect as of the effective date of this Negotiated Agreement will remain in effect until the expiration of the term of this Negotiated Agreement or sooner if modified by mutual written agreement.

Article 12

12 Hiring, Staffing, and Displacement

- 12-1 An educator may be assigned to a particular school only with the consent of the hiring principal and with input from at least two educators employed at the school and chosen by the faculty of educators at the school to represent them in the hiring process. The hiring principal will make the decision after a review of the educator's demonstrated effectiveness and qualifications, which review must demonstrate that the educator's qualifications and teaching experience support the instructional practices of the school.

12-2 Hiring

School communities have a shared ownership of collective excellence. As such, a recommendation for the hiring of educators shall be the result of a collaborative process. The hiring process should be fair, open, and legal and result in the hiring of the best person for the job.

- 12-2-1 The Human Resources team, with input from the DJCC, will develop a Licensed Staff Hiring Guide, focused on developing a fair, clear selection process that produces the best hiring decisions and outcomes for school communities. The Licensed Staff Hiring Guide will serve as the protocol for the hiring and selection process which will include training for school-level selection committees.
- 12-2-2 The hiring cycle will commence second semester as soon as available, ongoing positions are identified for posting and after displaced educators have been identified and notified. The hiring cycle will conclude by mid-July.
- 12-2-3 Each school will establish a hiring committee for each open position using the guidance provided in the Licensed Staff Hiring Guide. At least two of the committee members, shall be chosen by the educators of the school.
- 12-2-4 The hiring committee will have access to all relevant information necessary to recommend a final candidate for hire.
- 12-2-5 To the extent possible, the hiring recommendation by the committee should be reached by consensus. The principal will make the final decision, and report that decision to the committee.
- 12-2-6 Every effort should be made to hold hiring committee meetings outside of school hours so as not to disrupt instruction for either committee members or educators who will be interviewed.
- 12-2-7 The hiring committee may seek assistance from District-level resources to fill specialty positions.

12-3 Reassignment

Educators will be assigned to a specific school or to a District-level position. School-based administrators shall have the right to make reassignments within their school; District-based administrators shall have the right to make reassignments within their program. In all cases positions that result in increased pay, or increased work year will be posted. Reassignment shall mean a shift of an educator within a department, grade level or team or from one department, grade level or team to another within a building, or, in the case of District-based positions, between buildings and service areas.

- 12-3-1 Teaching positions typically characterized by split school assignments, including but not limited to, elementary art, music, physical education and instrumental music are considered to be District positions. A home school designation is a record keeping convenience and a change to a home school is not considered a displacement. Re-pairing among assignments will occur and, to the extent possible, changes will be minimized. Re-pairings will not be considered a displacement unless, in the process, there are more educators by subject area than District positions available.

12-3-2 Reassignments shall not be made for arbitrary or capricious reasons. Educators should be consulted and notified of reassignments as soon as practicable.

12-4 Displacement

Displacement of a probationary or non-probationary educator may occur when a building must reduce positions due to a drop in enrollment; phase-out, phase-in or reduction in a program; school closure, turnaround status, consolidation or reconstitution.

12-4-1 Displaced educators at the elementary level will be identified on a building-wide basis.

12-4-2 Displaced educators at the secondary level will be identified based on the subject area that they are teaching at the time of displacement. Educators teaching in multiple subject areas will be identified based on the majority of sections taught or, in the case of an equal split, will be identified in multiple areas. Extra one-sixth (1/6th) periods will not be considered. A displaced educator with multiple endorsements shall be reassigned to a vacancy in that same building for which they are highly qualified.

12-4-3 Prior to identifying a displaced educator, an administrator will communicate to the staff the number of anticipated classes by grade level and subject area and the number of potential displaced position(s)

12-4-4 The principal needs the authority to select effective staff with qualifications and experience to support the instructional practices in the school. In making displacement decisions, the principal will solicit input from the building collaboration team established pursuant to Article 10, and will consider the following:

- A. The educational needs in the building;
- B. The staff member's qualifications and experience, including length of service in the District and the building, which qualifications and experience demonstrate that the staff member supports the instructional practices of the school; and
- C. The staff member's most current evaluation rating, as well as evaluation ratings for the immediately preceding two years.

The authority for the final decision will reside with the school's principal. The decision must be based on the input and factors referenced in this article and shall not be arbitrary or capricious.

12-4-5 Educators who have been identified as displaced will be advised as soon as possible but no later than March 1st each year. Should the projected number of positions be reduced after that date, any additional displaced educators shall be notified as soon as possible.

12-4-6 In instances where declining enrollment or program consolidation in separate buildings causes the combining of teaching positions, and if as a result there is a reduction of positions, the District may choose to create a combined position. Displacement processes as described in 12-4-4 will apply.

12-4-7 District-level positions typically characterized by split school assignments, including but not limited to, elementary art, music, physical education, and instrumental music or positions

hired centrally and then placed into programs such as gifted and talented, are not subject to mutual consent, except as described in 12-4-8.

- 12-4-8 Educators moving from District-level positions, or split school assignments, into a building-based position will be subject to mutual consent. This includes art, music and physical education positions that are full-time in one building.
- 12-4-9 Displaced educators will be expected to apply to available, on-going positions during the hiring season. The Human Resources Department will establish and implement procedures to ensure displaced educators are interviewed by school hiring committees. A displaced educator may be hired into an on-going position at a particular school only after being interviewed and selected by a hiring committee as described in this Article. This will be considered a mutual consent placement.
- 12-4-10 Displaced, non-probationary educators who were rated effective or higher during the prior school year shall be a considered part of the priority hiring pool. Members of the priority hiring pool will be provided a first opportunity to interview for ongoing positions.
- 12-4-11 If a displaced, probationary educator is unable to secure a mutual consent placement into an on-going open position during the first hiring cycle, the probationary educator will be non-renewed by June 1st. The educator may continue to apply to open positions after non-renewal.
- 12-4-12 If a displaced, non-probationary educator is unable to secure a mutual consent placement into an on-going open position during the first hiring cycle, the educator will be placed into a position for one year only. This position can either be an on-going or temporary position. Even after such a placement, the displaced educator can continue to apply to on-going open positions.
- 12-4-13 If a displaced, non-probationary educator is unable to secure a mutual consent assignment at a school after twelve (12) months, or two hiring cycles, whichever period is longer, the District shall place the educator on unpaid leave until such time as the educator is able to secure an assignment. Educators on unpaid leave will be part of the priority hiring pool until they secure another teaching position, notify Human Resources that they wish to be removed from the hiring pool, or do not respond to District communication within stated deadlines to confirm on-going membership in the pool.

12-5 Administrative Transfer

The educator and the Association will be advised of potential administrative transfers and if, in the view of the Association, the reasons for the administrative transfer are not justified, the Association may refer the matter to the originating school using the conflict resolution process outlined in Article 10. Administrative transfers shall not be subject to mutual consent provisions.

12-6 Opening and Closing of Schools

The District and the Association agree that any staffing changes, necessitated by any of the following, will be discussed with the Association: the opening of schools, the closing of schools, the movement of educators when a grade level or other group of students is moved from one school or facility to another, and school boundary changes.

12-7 Educator Exchange

Non-probationary educators may agree to exchange their teaching positions for a period of time not less than one (1) year and renewable for one (1) additional year. After two (2) years the exchange may become permanent following a mutual consent process at each school.

12-7-1 Educators interested in an exchange shall be responsible for identifying educators who would be willing to exchange teaching positions with them.

12-7-2 All agreements for an exchange and renewal must be made prior to June 1st for the next succeeding school year.

12-7-3 Educators approved for an exchange will be considered a part of the faculty of the school from which they came for such matters as determining displacement except when such exchanges become permanent.

12-8 Part-Time Educators

12-8-1 The District may employ part-time educators when full-time teaching positions cannot be reasonably scheduled. The District will attempt to minimize part-time positions and will pair part-time positions into full-time positions whenever possible.

A. Salary shall be in proportion to an employee's assignment.

B. Reasonable planning time shall be provided taking into account the teaching load.

12-8-2 Educators who are employed full-time in a position which is reduced to part-time will have the right to stay in their position at the reduced time and pay and with the same contract status. If the educator decides not to take the new part-time position, displacement processes as described in this Article will apply.

12-8-3 Part-time positions will be posted internally and externally following Human Resources practices and guidelines.

12-8-4 If a .5 position expands into a 1.0 position the educator holding the .5 position will be guaranteed an interview for the position, assuming an effective or higher evaluation rating. If the educator does not secure the full-time position, displacement processes as described in this Article will apply.

12-8-5 The District is not obligated to create a part-time position to satisfy a part-time educator's preference to remain part-time. Conversely, the District is not obligated to create a full-time position if a part-time educator prefers to work full-time. The educator will be placed into an open position, either .5 or full-time at the District's discretion.

12-8-6 School-based educators who are interested in working a less-than-full-time position can apply to open part-time positions or, if the building administrator can create a part-time position that meets student needs, accommodates an educator's preference to work less-than-full-time, and does not impact another building, then provisions under this Article apply.

12-9 Job Sharing

- 12-9-1 Job sharing is the occupation of a single district position by two (2) non-probationary educators for the entire contract year.
- 12-9-2 Job shares are voluntary, mutually agreed upon, and must be approved by the educators' principal or immediate supervisor, and Human Resources. Educators are responsible for finding a job share partner, and will submit the completed Job Share Application, found on the Human Resources web site, by February 1st.
- 12-9-3 Educators in a job share will receive half of pay and leave accrual and will become eligible after two years in an approved job share for a step on the salary schedule if one is granted. Educators will participate fully in all regular educator activities as mutually agreed upon with their administrator (e.g. faculty meetings, parent educator conferences, curriculum nights, in service days and other relevant activities).
- 12-9-4 Educators in a job share will hold their current school or area level position according to Article 18. Educators without a held position will equally share any approved job share position. If a job share ends with both educators sharing equally the position, the educators will either reach a mutually agreeable solution as to who continues in the position with the other educator being displaced, or the position will be considered an open position and filled by the hiring process described in this Article.

Article 13

13 Leaves

13-1 Family Medical Leave Act

Pursuant to the Family Medical leave Act of 1993 (FMLA), Jeffco Public Schools is required to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons (See FMLA Guidelines.) Any FMLA entitlement will run concurrent to any leave provided by this contract.

Approved leaves referred to in this Article shall not be considered an interruption of services. A leave of absence will not be credited for contract or salary advancement unless the teacher works at least 90 days or one full semester in the same year the leave was taken.

13-2 Sick Leave

- 13-2-1 The District will grant a total of nine (9) days of sick leave, per contract year, proportionate to the educator's scheduled full-time equivalency for personal illness or serious illness in the immediate family. Beginning no later than fall 2020, sick leave will be disbursed in two installments, at start of the standard contract year and midpoint of standard contract year (in general, start of second semester/January). Unused sick leave will accumulate from year-to-year.
- 13-2-2 Sick leave shall be administered in accordance with Absence Management Guidelines/Procedures.

13-2-3 Administrators may require proof of illness for sick leave to be approved. Proof of fitness to return to duty may also be required and should be submitted to the Manager, Employee Leaves upon request.

13-3 Disability Leaves

13-3-1 For personal illness greater than seven (7) consecutive calendar days, the educator must apply for Short-Term Disability (STD) benefits. Short-Term Disability (STD) benefits will be payable in accordance with the insurer's policy. Employees unable to return to work at the conclusion of the Short-Term Disability period may have access to additional leave on a case-by-case basis.

13-3-2 For sick leave taken for illness of a family member that exceeds seven (7) consecutive calendar days, educators must contact the Manager, Employee Leaves, for approval pursuant to Absence Management Guidelines/Procedures.

13-3-3 When on an approved Short-Term Disability leave, the educator's accrued sick leave will be used to supplement the approved benefit provided through the District's short-term disability plan, not to exceed base pay.

13-3-4 Educators may elect to utilize sick leave at 100% for personal illness extending beyond one (1) week in lieu of payments through STD provided they have a sufficient balance to cover the anticipated duration of the leave. The educator must have an approved claim as determined by the STD carrier, and must submit a written request to Manager, Employee Leaves, to use their sick leave in lieu of payments made through the STD carrier.

13-3-5 Long Term Disability payments will be payable in accordance with the insurer's policy.

13-3-6 Job protection while an educator is on leave will end at the conclusion of an approved short-term disability or the FMLA period, whichever is longer.

13-4 Personal Leave

13-4-1 Educators will receive two (2) personal leave days each September which may be used during the contract year. Notice to the educator's immediate supervisor that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergencies). Educators will, to the extent possible, schedule personal leave to minimize the impact on classroom instruction. Personal leave will not be permitted on workdays preceding or following holidays, major breaks (more than 2 contact days in a row) and professional development days unless agreed to in advance by the building or department administrator.

13-4-2 Educators shall be allowed to accumulate personal leave from year-to-year.

13-4-3 With prior approval of the immediate supervisor, educators may schedule more than two (2) accumulated personal leave days in a contract year or may use more than two accumulated leave days consecutively. Written requests for leave must be submitted to the immediate supervisor at least five (5) days before taking such leave, except in cases of emergency. The written request must provide information justifying the circumstances which merit consideration.

13-5 Association Leave

To receive paid leave, educators who are designated as official representatives by the Association shall submit a short leave form to their principal for the purpose of supporting District work as a committee member on committees identified by this agreement, or to participate in bargaining sessions. The substitute costs will be covered by the District.

Attendance at JCEA, CEA, and NEA events will be requested through a short-term leave form submitted at the building level and approved by the building administrator and the JCEA President. Applications must be made at least five (5) school days in advance of the request. In the event the leave is denied, the educator may appeal the decision to the applicable Community Superintendent whose decision shall be final. JCEA will reimburse the substitute teacher costs if a substitute is required.

13-6 Bereavement Leave

Educators may use up to five (5) personal or sick days in the event of a death of an immediate family member or other person mutually agreed upon by the administrator and the educator. If there are extenuating circumstances, i.e., extended out of state or foreign travel, or other unavoidable circumstances, more than five (5) days of bereavement leave may be granted. If leave days are exhausted, the leave will be taken as leave without pay.

13-7 Court Leave

13-7-1 Educators who are ordered to serve on jury duty will be granted paid court leave. Court notice should be presented at conclusion of service. If fees are received for service, these should be turned in at the work site.

13-7-2 Educators subpoenaed to appear in court for matters not related to personal business will be granted paid court leave upon presentation of court notice. If fees are received for service, these should be turned in at the work site.

13-7-3 Time off for court appearances on personal legal matters, even with a subpoena, must be charged to personal leave if available or the absence will be leave without pay.

13-8 Maternity and Child Care Leave

13-8-1 A request for maternity leave must be presented to the Manager, Employee Leaves at least thirty (30) days prior to the date on which requested leave will commence. A maternity leave commences upon the birth of the child and short-term disability benefits may be applicable. If child care leave follows a maternity leave, child care leave will begin no sooner than the conclusion of the approved short-term disability benefits period and will be unpaid. The request for such leave may not exceed the remainder of the school year. Additional leave for child care following approved maternity and child care leave, may be available as a break in employment pursuant to Article 13-11 below.

13-8-2 The educator's written request will include the educator's expected date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. A return to work date outside of this must be approved by the educator's administrator and supporting documentation provided to the Manager, Employee Leaves.

13-8-3 In the case of adoption, unpaid child care leave may commence at any point during the twelve (12) months following the adoption.

13-8-4 A teacher who requests to amend his/her initial leave shall submit, in writing, his/her request to the Manager, Employee Leaves, not less than thirty (30) days prior to the teacher's original date of return.

13-9 Parental Leave of Absence

For parents who are not eligible for maternity leave, a parental leave of absence of up to two (2) consecutive weeks following the birth or adoption of a child may be granted to parents who want to take paid leave. Educators taking such leave will be allowed to use a combination of sick and personal leave to receive up to two (2) consecutive weeks of pay, provided they have sufficient leave balances. A request for parental leave shall be made to the principal or immediate supervisor no later than thirty (30) days prior to the anticipated leave date.

13-10 Benefits during Leave

13-10-1 Employees on an approved leave of absence which is paid in-full or in-part directly by the District shall continue their enrollment in the benefit programs.

13-10-2 Once an employee's leave becomes unpaid, benefits shall be handled as follows:

A. If the employee is full-time (FTE of .75 or more) at the time that their leave is initiated, benefits shall continue for such period of time that that complies with the provisions of state and federal regulations (such as FMLA and ACA). The employee may voluntarily terminate benefits within 60 days of the leave becoming unpaid by completing a status change form and submitting it to the Employee Benefits Department.

B. If the employee is less than full-time (FTE of less than .75), then benefits shall cease at the later of the expiration of the FMLA period (if applicable) or the end of the month in which the leave becomes unpaid.

13-10-3 To the extent the employee's paycheck is insufficient to cover the full amount of their benefit deductions; the employee must make arrangements with the Employee Benefits Department to make payment for amounts which are their responsibility. Failure to make timely payment of such premiums owed may result in termination of benefits.

13-10-4 When an employee returns from an unpaid leave of absence during which their benefits terminated, re-enrollment in benefits will be handled as follows:

A. If the length of their break in benefits coverage is less than thirty (30) days, the employee will be re-enrolled in the same benefit plans they had previously.

B. Employees whose break in benefits coverage is more than thirty (30) days must re-enroll for benefits using Employee Self Service, within 60 days of their return from leave and may choose to make new elections.

13-10-5 An employee whose health benefits have ended while on leave shall have an opportunity to enroll in such benefits in accordance with COBRA regulations.

13-11 Break in employment

Full-time licensed professionals may apply for a one (1) year break in employment after having gained non-probationary status, provided the purpose of such a break does not include another paid K-12 teaching position. Requests are to be presented, in writing, with the approval of the building administrator, to the Manager, Employee Leaves or designee, by February 1st of the school year prior to the break in employment. Requests for a break in employment after this date will be considered on a case-by-case basis. District approval of the request is required. If approved, the educator's employment with the District will be terminated effective as of the end of the contract year in which the request is made. If the educator returns to the District after the break in employment, the educator will be rehired in the same position they occupied at the time of the break in employment and at the same level of pay, benefits and contract status.

13-12 Reimbursement of unused sick and personal leave

After twenty (20) years' service, at retirement or resignation, educators will receive a payout for a portion of unused sick and personal leave as outlined in Absence Management Guidelines/Procedures.

Article 14

14 Reduction in Force

The employment contract of an educator may be canceled during the contractual period when there is a justifiable decrease in the number of teaching positions within the District. The manner in which employment contracts will be canceled when there is a justifiable decrease in the number of teaching positions shall be included in an established policy developed by the DJCC. The policy shall include consideration of the performance of the licensed professional reflected in the licensed professional's evaluation rating(s) as a significant factor in determining which employment contracts to cancel. The policy shall include consideration of probationary and non-probationary status and District seniority; except that these criteria may be considered only after the consideration of performance and only if it is in the best interest of students enrolled in the District to do so.

Article 15

15 Temporary Contracts

15-1 The District shall employ educators on a temporary contract under the following conditions:

- A. Hiring after mid-July.
- B. Positions funded by grants, pilot programs, and positions scheduled for reduction or elimination in the following year. If after one year the position has not been eliminated or there is no longer sufficient rationale for the temporary contract, the position will become on-going.
- C. Any time a position is held, pursuant to Article 18.

15-2 Temporary educators are hired for one (1) year only. They are not guaranteed employment or given priority in the hiring process for subsequent years unless otherwise agreed to. Educators hired into a permanent position will be allowed to have their temporary service added to their district years of service.

- 15-3 Temporary educators shall be considered a part of the educator bargaining unit and covered by this Agreement.

Article 16

16 Site-Based Variances

- 16-1 Schools will have the option, as a component of student based budgeting, to propose a variance to the provisions of this Agreement to support student achievement goals. Requests for variances must be approved by the Community Superintendents and shall be submitted to the Human Resources Department for final approval by the Variance Committee. The Variance Committee will be comprised an equal number of members of the Superintendent's cabinet or designees and educator representatives selected by the Association. Additional administrative and teaching staff may be asked to assist the Variance Committee in this review.
- 16-2 Requests for contract variances must document the reason for the variance, including impact on student achievement, and the proposed duration of the variance. Variance requests must demonstrate support from a majority of educators at the school. The variance must not cause the displacement of any educators or create a reduction in force situation. The Variance Committee will approve or disallow variances by consensus.
- 16-3 Variances are granted for not more than two (2) years, but may be renewed by resubmitting the request. Variances are not precedent setting.

Article 17

17 Compensation

- 17-1 As required by state law, the parties agree that all matters related to compensation and benefits contained in this Article 17, or elsewhere in this agreement, must be negotiated annually and are subject to annual budgeting and appropriation by the Board of Education.
- 17-2 Salaries for employees covered by this Agreement will be based on the salary Schedule in Appendix A, except as modified through negotiations conducted pursuant to the provisions of this Agreement, including the Memorandum of Understanding of April 28, 2016. Also attached is Appendix B, Additional Responsibility Pay, and Appendix C, Benefit Programs.
- 17-3 Educators who achieve an effective or higher evaluation rating on the Professional Practices Evaluation Rating (PPER), and probationary educators, in their first two years with the District, who achieve a partially effective evaluation rating, will earn a step increase.
- 17-4 For the 2017-18 school year, educators new to the District will be placed at step 1(A), or credited up to a maximum of six (6) years for each year of K-12 experience, or industry experience as appropriate for vocational educators and non-classroom educators. The years of credit will increase by one year each school year to a maximum of eight (8) years of credit for the 2019-2020 school year and each school year thereafter.
- 17-5 The District may grant up to eight (8) years of experience credit for identified hard-to-fill positions upon initial hire. Hard-to-fill positions will be determined by the Human Resources department each year based upon the quality of the applicant pool; competitive salaries in the marketplace; and unique

qualifications of the position. Human Resources will review these hard-to fill positions with the DJCC in advance of the hiring season to the extent possible. The practice of providing additional years of service credit for identified hard-to-fill positions will be discontinued starting with the 2019-2020 school year.

17-6 Educators who are re-employed by the District within thirty-nine (39) months, who at the time of termination were non-probationary, will be placed on the then current salary schedule with a salary which most closely corresponds with, but is no lower than, the educator's salary at the time of separation from employment. All previously accrued benefits and privileges will be restored. However, educators who are re-employed on a non-continuing contract will not have non-probationary status restored until they receive a continuing contract.

17-7 Salary Provisions for Additional Education

The salary schedule consists of four educational lanes. The requirements for placement in a lane or advancement to a lane are as follows:

17-7-1 Lane 1 requires a bachelor's degree.

17-7-2 Lane 2 requires a master's degree.

17-7-3 Lane 3 requires a master's degree and a minimum of sixty (60) semester hours of graduate credit.

17-7-4 Lane 4 requires a master's degree and a minimum of seventy-five (75) hours of graduate credit. Educators with an educational specialist or doctorate degree will be placed on Lane 4.

17-7-5 Approved salary lane advancement will become effective as of the first (1st) day of the contract year.

17-7-5-1 Applications and documents verifying eligibility for advancement must be received in the Human Resources Department by September 1st each year. After approval, the salary adjustment will be effective on the first day of that contract year.

17-7-5-2 It is the educator's responsibility to notify the Human Resources Department when requirements for an advanced lane of the salary schedule have been met. All required forms must be submitted before the request for advancement will be considered. In those situations where unusual and extenuating circumstances exist regarding the issuance of an official transcript, educators may submit an official letter from the registrar.

17-8 Educators will be paid on a monthly basis. The monthly salary will be equal to the educator's annual salary divided by twelve (12) as determined by their placement on the salary schedule.

17-8-1 Educators who work less than a full contract year will be paid according to the daily per diem of their annual salary and then allocated over the remaining pay periods.

17-8-2 Educators new to the District will have their first year of pay distributed over thirteen (13) months from August to August.

17-9 Outdoor Education

Regularly-assigned educators who accompany their students to the Outdoor Lab School and remain overnight shall receive \$100 per night. This shall be in addition to the educator's regular pay and shall apply only to those educators not regularly assigned to the Outdoor Lab School. Prior to the Outdoor Lab School week, educators shall be provided adequate time to plan and coordinate logistical matters.

17-10 Educator Additional Pay

17-10-1 Secondary educators who agree to teach an additional academic class of standard length beyond the normal teaching load, shall be paid additional salary equal to one-sixth (1/6th) of their per diem pay.

17-10-2 Educators who work additional days related to their primary assignment and more than the contract days provided in Article 5-3-3 will be compensated at the rate of their per diem salary. These days will be agreed to in advance by the educator and their administrator.

17-10-3 Educators who work outside of their regular, contract position will be paid at a rate of \$26 per hour. This includes curriculum development and summer school/program pay. Compensation for educators teaching blended learning courses (a combination of on-line course work supplemented by in-person classes) during summer school will be set out annually in a Memorandum of Understanding.

17-10-4 Athletic and activities stipends for the duration of this contract will be paid in accordance with the schedule in Appendix B, unless modified during annual negotiations.

17-11 Payday

Educators will be paid on the last banking day of the month. In case of a fiscal emergency, the District and the Association shall mutually agree upon any pay date change. Educators will be able to view earnings and leave balances on-line on payday.

Article 18

18 Position Hold

18-1 An educator may have a position (or a comparable position) held at a particular school or, for positions that serve multiple school, within an Area for no more than two (2) consecutive years for an approved child care leave or a job share. See Articles 12 and 13.

18-2 An educator must return to a full-time position for at least two (2) years to reinstate the school or Area-specific job hold provision.

18-4 Educators who have a position held and are entitled to be returned to their former or comparable position will be considered members of the staff of the schools/Areas from which they were assigned for such matters as determining displaced educators.

Article 19

19 Grievances

- 19-1 The purpose of the grievance procedure is to provide a fair and expeditious manner of resolving concerns that an employee has been the subject of an unjust or inequitable disciplinary action or that the provisions of this Agreement have been violated. Toward this end, employees are encouraged to resolve problems on an informal basis prior to filing a grievance.

Any party may represent themselves or be represented by the Association at any level of the grievance procedure; and the immediate supervisor may be represented by other representatives of the administration. Written responses at each step will be sent to the employee and administrator. Copies will also be sent to the Association and Employee Relations, if they are involved with the grievance.

The Board agrees to make available to the aggrieved person and the aggrieved person's representatives, all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issues raised by the grievant.

No written or printed material involved with the processing of a grievance will, at any time, become part of the central office personnel files of the aggrieved party or any other party interest.

When it is necessary for one or more representatives designated by the Association to attend a meeting or hearing occurring during the school day, they shall be released without loss of pay for such time as is actually necessary for their attendance at such a meeting or hearing, and the necessary travel time in connection therewith. The Association will notify the Department of Employee Relations of those to be released no less than three (3) days prior to the meeting or hearing. The Association will reimburse the District for any release time identified in this article.

With reasonable notice, a Director of the Association, or a designee, may review information within a teacher's official personnel file upon producing written permission for such inspection, signed by the teacher whose file he/she wishes to inspect.

- 19-2 Grievances filed on Article 7 and Article 10 provisions may only be for process infractions, not evaluation or collaboration outcomes.

- 19-3 Complaints of alleged sexual harassment and discrimination should be filed in accordance with District Policy GBAA, Harassment of Employees.

- 19-4 Grievance Procedure

19-4-1 Step One – Administrator Meeting

The employee with a grievable concern must first attempt to informally resolve the concern by meeting and discussing the issue with the administrator involved.

In order to start Step One, the employee must submit a Step One grievance form located on the District employee intranet, and available from the Association office, no later than ten (10) teacher contract days after the incident to the appropriate administrator who issued

the action and request an informal meeting to discuss and attempt to resolve the matter. This meeting will occur within ten (10) teacher contract days.

Both the employee and administrator may be accompanied by a representative at the Step One Administrator Meeting. The employee and the administrator will attempt to resolve the issue.

The administrator conducting the meeting will transmit a written response to the employee within ten (10) teacher contract days of the Step One Administrator Meeting.

19-4-2 Step Two – Neutral Administrator Hearing

If a satisfactory resolution of the issue is not reached at Step One, the employee may initiate a Step Two Neutral Administrator Hearing by filing a Step Two grievance form with the Association office and Employee Relations within ten (10) teacher contract days of receiving the Step One written response. The grievance form will be located on the District employee intranet or is available through the Association office. A Community Superintendent, Director of Special Education, or an administrator with a similarly senior position within the District qualify to serve as a Neutral Administrator assuming the individual does not directly support or supervise the particular school or department involved.

The Neutral Administrator Hearing will be held within ten (10) teacher contract days from receipt of the grievance form.

Both the employee and Neutral Administrator may be accompanied by a representative during the Step Two Neutral Administrator Hearing. At the Step Two Neutral Administrator Hearing, the employee and the administrator will have the opportunity to review any supporting documentation for the grieved action, discuss the grounds of the grievance and submit any supporting documentation for the grieved action. Witnesses may be called by either party, or witness statements may be provided during the inquiry. The Neutral Administrator will not communicate with other District personnel about the grievance outside the hearing or without a request to all parties for more information after the hearing.

The parties are encouraged to thoroughly discuss the concerns and resolve the issues during the hearing. The hearing will be limited to one (1) hour unless the parties agree to extend the time limit.

The Neutral Administrator conducting the hearing will transmit a written response to the employee and the administrator within ten (10) teacher contract days of the Step Two Neutral Administrator Hearing. The Neutral Administrator may uphold, modify, reduce or eliminate the grieved action.

19-4-3 Step Three –Third Party Arbitration Review

If the aggrieved person and/or the Association is not satisfied with the disposition of a grievance at Level Two, the Association may, if it deems the grievance meritorious, request a hearing before an arbitrator. Such requests must be submitted in writing to Employee Relations within ten (10) teacher contract days after the Association receives a Level Two decision.

The parties shall select an arbitrator using processes outlined for fact-finders in Article 4-5.

The arbitrator will have the authority to hold hearings and make procedural rules. He/she will issue a report within a reasonable time, not to exceed thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.

All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning the progress of the hearing.

The report of the arbitrator shall be submitted in writing to the District and the Association only, and shall set forth his/her findings of fact, conclusions and recommendations, which shall be consistent with law and with terms of this Agreement. The report of the arbitrator shall be non-binding and will be submitted to the Board for a final determination as set forth below.

Within ten (10) teacher contract days after receiving the report of the arbitrator, the District and the Association will meet to discuss the report. Attendees of this meeting will be limited to the grievant, an Association representative, if any, and a District representative, unless both parties agree to additional attendees. No public release may be made until after such a meeting.

The Board shall take official action on the report of the arbitrator no later than thirty (30) business days after receipt of the report of the arbitrator.

The Association and the District will share the cost of the arbitrator including per diem or other fees.

19-4-4 All deadlines may be extended by mutual agreement.

Article 20

20 Professional Behavior and Educator Discipline

20-1 Educator Discipline

20-1-1 Educators are expected to comply with rules, regulations and directions adopted by the Board or its representatives.

20-1-2 The District reserves the right to discipline educators for failure to meet professional expectations. Formal discipline includes letters of reprimand and suspension.

20-1-3 Allegations of violations of District policies or other action deemed to be subject to disciplinary action will first be addressed at the building level. Disciplinary action shall be commensurate with the type of violation, the disciplinary and/or performance history of the individual educator, and shall be directed towards a learning and restorative framework.

20-1-4 Educators are entitled to the following due process rights whenever the District issues formal discipline:

20-1-4-1 Reply: the right to confront and discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.

- 20-1-4-2 Notice: the right to be notified of a corrective action meeting prior to holding the meeting. While keeping in mind considerations of retaliation or sabotage, educators should be told of the meeting topic so they can prepare.
- 20-1-4-3 Representation: the right to have an Association representative in attendance at a meeting when corrective action is delivered. When an educator has had adequate notice and time (normally 24 hours) to arrange for representation, the administrator will not be obligated to allow the educator to stop or delay a meeting to seek representation.
- 20-1-4-4 Appeal: the right to grieve formal discipline pursuant to Article 19.
- 20-1-5 Any formal investigation shall occur with the knowledge of the educator and the educator shall be given right to have an Association representative in attendance during an investigative interview, as well as the opportunity to provide names of witnesses to the incident. If the educator provides the District a list of witnesses, the District will inform the educator of which witnesses were interviewed upon request.

The nature of the allegation as well as an initial timeline for the investigation process shall be shared with the educator. If an educator is placed on paid administrative leave during the investigation, the educator shall be allowed access (or download) of files necessary for the preparation of lesson plans for substitute educator or for lessons upon the educator's return, when technology allows. Such administrative leaves will be implemented only when necessary so as to provide consistent instruction to students and minimize the disruption of learning.

If the District conducts a formal investigation of allegations that could result in criminal charges against the educator, the educator will be provided a *Garrity* statement prior to the District conducting an interview of the educator.

At the conclusion of the formal investigation, a report will be generated describing the evidence gathered. Educators may request to review the investigative file in the Employee Relations office. The investigative file will be kept separate from the educator's personnel file.

20-2 Parental Complaints

- 20-2-1 In cases of parental complaints about an educator, every effort will be made to resolve the complaint in a timely manner with the involvement of the educator, parent, and principal. The specifics of the complaint, including the name of the complainant, will be given to the educator upon request.

Article 21

21 Innovation Schools

21-1 Innovation Planning

- 21-1-1 The District and the Association agree to comply with the terms and conditions set forth in the Innovation Schools Act, C.R.S. § 22-32.5-101 et. seq, any time a school or group of schools

is to be considered for innovation status. The District and the Association acknowledge and agree that the opportunities provided pursuant to articles 10-7-1 and 12-6 will be used to involve the Association in discussions related to conversion of an existing school to innovation status, or opening a school as an innovation school. The District will notify the Association that a school or group of schools is being considered for innovation status no later than the same time that staff members in the affected schools are notified.

- 21-1-2 The District and the Association will create an innovation school or zone plan implementation checklist, and will collaborate annually by July 1 of each year, including clear reference to any changes from the prior year implementation checklist. This checklist will include procedures for ballots and voting, eligibility lists, and job posting in innovation schools.
- 21-1-3 Candidates interviewing for positions with an innovation school will be provided notice of the school innovation status, and provided a copy of the innovation plan.
- 21-1-4 A person who is a member of the collective bargaining unit and is employed by an innovation school or by a school included in an innovation school zone may request a transfer to another public school of the district of innovation in the hiring season prior to the transition to innovation school or zone status. Educators will utilize the hiring season prior to the transition to innovation school status to attempt to secure a new position via mutual consent. The local school board, through the human resources department, shall make every reasonable effort to accommodate the person's request. This can include application supports and administrative transfer.
- 21-1-5 Three years after the school board approves an innovation plan or a plan for creating an innovation school zone, and every three years thereafter, the school board shall review the level of performance of the innovation school and each public school included in the innovation school zone and determine whether the innovation school or innovation school zone is achieving or making adequate progress toward achieving the academic performance results identified in the school's or zone's innovation plan. The school board, in collaboration with the innovation school or the innovation school zone, may revise the innovation plan, including but not limited to revising the identification of the provisions of the collective bargaining agreement that need to be waived to implement the innovations, as necessary to improve or continue to improve academic performance at the innovation school or innovation school zone. Any revisions to the innovation plan shall require the consent of a majority of the teachers and a majority of the administrators employed at the school and a majority of the school advisory council for each affected school.
- 21-1-6 The District will provide written notification to the Association no less than 14 days prior to any public scheduled innovation plan update or renewal discussions with the Board of Education.

21-2 Waiver of Provisions

- 21-2-1 The District has been designated as a District of Innovation by the Colorado Department of Education. In accordance with state law, innovation schools and each innovation school zone may waive any provision of this Agreement as identified in the innovation plan in order to implement its identified innovations.

- 21-2-2 For an innovation school, waiver of one or more of the provisions of this Agreement shall be based on obtaining the approval, by means of a secret ballot vote, of at least sixty percent of the members of the collective bargaining unit who are employed at the innovation school. The building Association Representative (AR), or in absence of an Association Representative (AR) a member of Association leadership, will participate in counting the waiver ballots with building administration.
- 21-2-3 For an innovation school zone, waiver of one or more of the provisions of this Agreement shall be based on obtaining, at each school included in the innovation school zone, the approval of at least sixty percent of the members of the collective bargaining unit who are employed at the school. The innovation school zone shall seek to obtain approval of the waivers through a secret ballot vote of the members of the collective bargaining unit at each school included in the innovation school zone. The school board may choose to revise the plan for creating an innovation school zone to remove from the zone any school in which at least sixty percent of the members of the collective bargaining unit employed at the school do not vote to waive the identified provisions of the collective bargaining agreement. The building Association Representative(s) (AR), or in absence of Association Representative(s) (AR) a member of Association leadership, will participate in counting the waiver ballots with building administration.
- 21-2-4 The District will provide written notification of a scheduled vote regarding waivers of this Agreement for a school or zone innovation plan to the Association no less than 14 days prior to the vote of eligible bargaining unit members. With this notice, the District will provide a written copy of the proposed innovation plan to the Association and each potentially impacted educator. The ballot will be provided to the Association no less than 14 days prior to the school or zone innovation plan vote together with an eligibility list of all bargaining unit members.
- 21-2-5 The District will create an opportunity to discuss the proposed innovation plan waivers to this Agreement with the potentially impacted staff, school leadership, and Association leadership between the notification period and the vote.
- 21-2-6 The voting period shall extend at least two (2) work days to allow bargaining unit members to cast ballots. Provision will be made for eligible staff who are out of the building during the voting period to cast a ballot. Private voting environments will be created in order to facilitate a clear, fair, secure and secret voting opportunity. School staff will have an opportunity to provide input to the voting conditions prior to any waiver vote.
- 21-2-7 Waiver of identified provisions of this Agreement for an innovation school or the schools within an innovation school zone shall continue so long as the innovation school remains an innovation school or part of the innovation zone. Such a waiver shall continue to apply to any substantially similar provision that is included in subsequently new or renewed agreements between the District and the Association.

21-3 Opening and Closing of Schools

- 21-3-1 The District and Association agree that any staffing changes or changes to working conditions, necessitated by any of the following, will be discussed with the Association: the opening of schools, the closing of schools, conversion of an existing school to an innovation school, opening a new school as an innovation school, the movement of educators when a

grade level or other group of students is moved from one school or facility to another, and school boundary changes. If appropriate, a Memorandum of Understanding may be created to document changes related to any of the above actions.

APPENDIX A:

Educator Salary Schedule 2020/2021

Step numbers are for easy reference and do not correlate with years of service.

Step	Lane 1 Bachelor's Degree*	Lane 2 Master's Degree	Lane 3 BA + 60 Graduate Credits** Must Include Master's Degree	Lane 4 BA + 75 Graduate Credits** Must Include Master's Degree
1	\$ 42,014	\$ 45,794	\$ 47,210	\$ 49,752
2	\$ 42,853	\$ 46,710	\$ 49,476	\$ 52,240
3	\$ 43,711	\$ 47,645	\$ 51,827	\$ 54,747
4	\$ 45,677	\$ 50,074	\$ 54,237	\$ 57,211
5	\$ 47,664	\$ 52,578	\$ 56,705	\$ 59,500
6	\$ 49,690	\$ 55,103	\$ 59,285	\$ 61,880
7	\$ 51,758	\$ 57,732	\$ 61,957	\$ 64,359
8	\$ 53,518	\$ 60,156	\$ 64,560	\$ 66,934
9	\$ 55,284	\$ 62,623	\$ 67,206	\$ 69,276
10	\$ 57,054	\$ 65,066	\$ 69,828	\$ 71,700
11	\$ 58,822	\$ 67,603	\$ 72,551	\$ 74,138
12	\$ 60,587	\$ 69,970	\$ 74,872	\$ 76,511
13	\$ 62,404	\$ 71,019	\$ 75,920	\$ 77,965
14	\$ 63,653	\$ 72,012	\$ 76,831	\$ 79,135
15	\$ 64,862	\$ 73,021	\$ 77,677	\$ 80,004
16	\$ 66,029	\$ 73,970	\$ 78,531	\$ 80,724
17	\$ 67,153	\$ 74,858	\$ 79,393	\$ 81,450
18	\$ 68,226	\$ 75,756	\$ 80,188	\$ 82,185
19	\$ 69,251	\$ 76,665	\$ 80,990	\$ 82,924
20	\$ 70,289	\$ 77,545	\$ 81,800	\$ 83,671
21	\$ 71,345	\$ 78,438	\$ 82,619	\$ 84,423
22	\$ 72,342	\$ 79,340	\$ 83,443	\$ 85,183
23	\$ 73,355	\$ 80,135	\$ 84,280	\$ 85,949
24	\$ 74,383	\$ 80,935	\$ 85,122	\$ 86,722
25	\$ 75,424	\$ 81,745	\$ 85,972	\$ 87,503
26	\$ 76,178	\$ 81,745	\$ 85,972	\$ 88,290
27	\$ 76,178	\$ 81,745	\$ 85,972	\$ 89,086
28	\$ 76,178	\$ 81,745	\$ 85,972	\$ 89,887
29	\$ 76,178	\$ 81,745	\$ 85,972	\$ 90,696

Positions with 191 work days - add 3.24% to the base compensation.

Positions with 195 work days - add 5.41% to the base compensation.

*Includes non-BA educators with appropriate industry credentials teaching in Warren Technical Institute Programs

**Quarter hours converted to semester hours at rate of 0.67.

Maximum Placement New Hires

APPENDIX B:
JEFFCO COUNTY PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE – ADDITIONAL PERFORMANCE PAY
EFFECTIVE –2020-2021 SCHOOL YEAR

Level	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Positions
1	\$3,886.00	\$3,532.00	\$3,002.00	\$2,120.00	\$1,237.00	Schedule 1: Hd. Football; Hd. Basketball; Hd. Volleyball; Yearbook Sponsor (w/o Class); Cheerleading Sponsor (1); Dance Sponsor (1); Forensics I Sponsor (w/10+debates); Theatre I Sponsor (w/2+major productions); Hd. Instrumental Band Director; Hd. Choral Director; Newspaper (w/o Class); Student Senate Sponsor (w/o Class)
2	\$3,981.00	\$3,627.00	\$3,097.00	\$2,213.00	\$1,331.00	
3	\$4,076.00	\$3,722.00	\$3,192.00	\$2,308.00	\$1,426.00	
4	\$4,169.00	\$3,817.00	\$3,286.00	\$2,403.00	\$1,521.00	Schedule 2: Hd. Gymnastics; Hd. Track; Hd. Wrestling; Hd. Baseball; Hd. Soccer; Hd. Softball; Hd. Swimming; Hd. Lacrosse; Forensics II Sponsor (w/7-9 debates); Hd. Girl's Field Hockey (Golden Only); Hd. Skiing (Evergreen Only); Hd. Ice Hockey; Diving (17+).
5	\$4,264.00	\$3,911.00	\$3,380.00	\$2,498.00	\$1,616.00	
6	\$4,358.00	\$4,006.00	\$3,475.00	\$2,592.00	\$1,711.00	Schedule 3: Asst. Baseball; Asst. Basketball; Asst. Football; Asst. Soccer; Asst. Volleyball; Asst Gymnastics; Asst. Track; Asst. Wrestling; Asst Softball; Asst Lacrosse; Asst Ice Hockey (25+); Hd. Tennis; Hd. Cross-Country; Hd. Golf; Hd. Musical Director; Asst. Instrumental Music Director; Theatre II Sponsor (w/1 major production); Choral Asst; Yearbook Sponsor (w/Class); Asst Girl's Field Hockey (Golden Only); Diving (13-16); Asst Swimming (24+); Asst Cheer Sponsor (10+); Asst Dance Sponsor (14+); Asst Skiing (40+)
7	\$4,453.00	\$4,100.00	\$3,570.00	\$2,687.00	\$1,804.00	
8	\$4,548.00	\$4,195.00	\$3,665.00	\$2,782.00	\$1,898.00	
9	\$4,642.00	\$4,290.00	\$3,759.00	\$2,876.00	\$1,993.00	
10	\$4,737.00	\$4,384.00	\$3,853.00	\$2,971.00	\$2,088.00	Schedule 4: Asst Forensics Sponsor (w/Forensic I Sponsor); Asst Theatre Tech (w/Theatre I Sponsor); Instrumental Music Instructors I & II; Diving (8-12); Asst Tennis (22+); Asst Co-Ed Cross-Country (50+); Newspaper Sponsor (w/Class); Student Senate Sponsor (w/Class); Asst Golf (15+)
11	\$4,832.00	\$4,478.00	\$3,947.00	\$3,065.00	\$2,183.00	
12	\$4,927.00	\$4,573.00	\$4,042.00	\$3,160.00	\$2,277.00	Schedule 5: Musical Instructor; Choral Music Instructor; Diving (3-7).

14,15 = \$210 18,19 = \$630 22,23 = \$1,050 26 or over = \$1,470
16,17 = \$420 20,21 = \$840 24,25 = \$1,260

Step placement for new hire coaches will not exceed step 6 (5 years prior experience) on the salary schedule - this must be verified in Human Resources

APPENDIX C: Benefit Programs

- 1 For full-time employees (scheduled 0.75 FTE or more in standard hour jobs) the District will provide:
 - 1-1 A non-taxable employer contribution of up to \$529 per month for the 2020-2021 plan year to offset the cost of District-provided medical benefits in which the employee has enrolled.
 - 1-2 The District shall make available the following health and welfare benefit plans. Employees must enroll in the plans during the timeframes and in such manner as established by the District, unless enrollment is automatic, as noted below:

Benefit Plans	Funding/Enrollment/Exceptions
Medical	Cost is shared between employee and District. Enrollment is voluntary.
Dental	Cost is shared between District and employee with employer contribution of \$10 per month for 2020-2021 plan year. Enrollment is voluntary.
Vision	Paid by employee. Enrollment is voluntary.
Basic Life Insurance Basic AD&D Insurance Short-Term Disability Insurance Long-Term Disability Insurance	Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Flexible Spending Accounts	Paid by employee. Enrollment is voluntary.
Health Savings Account	Enrollment is voluntary. Employee must be enrolled in a District, qualifying high-deductible health plan in order to enroll. An employer contribution of \$50 month for individuals enrolled in the Kaiser \$3,500 HDHP plan at the employee-only coverage level, will be made to the HSA for the 2020-2021 plan year, provided the employee enrolls in the HSA.
Voluntary Life Insurance (employee, spouse, child)	Paid by employee. Enrollment is voluntary.

- 2 For half-time employees (scheduled ≥ 0.5 FTE but < 0.75 FTE) the District will provide the following health and welfare benefit plans, subject to any noted exceptions. Employees must enroll in the plans during the timeframe and in such a manner as established by the District, unless enrollment is automatic, as noted below:

Benefit Plans	Funding/Additional Information
Dental Vision	Paid by employee. Enrollment is voluntary.
Basic Life Insurance Basic AD&D Insurance Short-Term Disability Insurance	Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Long-Term Disability (LTD) Insurance	LTD will only be available to employees scheduled at .625 FTE or greater. Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Dependent Care Flexible Spending Account	Paid by employee. Enrollment is voluntary.

- 3 To the extent that benefits-related legislation (i.e. ACA) would require changes to these benefit provisions in order for the district to comply, such changes may be implemented without negotiation, after consulting with the Benefits Advisory Committee.

4 Sick and Personal Leave Payout Eligibility

4-1 At the time of termination, employees who have completed twenty (20) years of qualifying service will be eligible for a Sick and Personal Leave payout. Qualifying service will be measured to the last day of active employment unless the employee has an annual contract that has been fulfilled. In such case the last day of the contract year shall be used to determine service.

4-2 Qualifying service shall include the following in determining if the employee has reached the threshold of twenty (20) completed years of service.

4-2-1 All full and part-time service spent as an employee of the District in a position recognized under an association agreement or in a regular administrative/ professional technical position, except as provided below.

4-2-2 No service credit will be included for the time that an employee does not spend in the employment of the District or in a position which is not covered by this Agreement (i.e. time spent as a substitute, or otherwise outlined in the Sick and Personal Leave FAQ's as updated.

4-2-3 Service credit will not be granted for prior periods of employment unless the employee has returned to employment within the time period stated in the association agreements.

4-2-4 An employee who has previously received a sick and personal leave payout will begin re-employment, if applicable, with no balance on their sick and personal leave.

4-3 Sick and personal leave payouts will be calculated and distributed in accordance with the sick and personal leave payout guideline FAQs.

APPENDIX D: SICK LEAVE BANK

Sick Leave Bank

- 1-1 The sick leave bank provides additional income replacement support to employee-members in times of personal medical need or certain instances of care of a child after all leave accruals are exhausted, including any sick leave, personal leave or other leave.
- 1-2 Eligibility periods are annual periods of 12 months, from July 1 to June 30 of each year.
- 1-3 Employees may become members by donating initially one sick day of 8 hours or the FTE equivalent, to the sick leave bank. By donating, the employee-member can make a request/claim during any period of eligibility.
- 1-4 Employees may enter or maintain membership during the annual benefit open enrollment period. New employees may enter membership at time of hire.
- 1-5 Membership requires 8 hours of donation of sick leave accruals, or a prorated portion of total FTE, at time of hire and in the annual benefit open enrollment period.
- 1-6 All donations are made to a general sick leave bank fund. No donations are allowed to direct individuals, or specified groups.
- 1-7 Any employee donation contributions are permanent and irrevocable.
- 1-8 Employees may request a benefit from the sick leave bank for personal illness or injury, or serious injury or illness of a child for which the employee provides care.
- 1-9 An employee who receives a benefit from the sick leave bank will be a required participant, donating 8 hours of sick leave per year, for the duration of a career with Jeffco Public Schools.

Requests/Grants

- 2-1 All accrued sick, personal, vacation, compensatory or other leave hours/days must be exhausted before a request may be granted.
- 2-2 Employees will complete a request form and provide requested documentation of injury or illness in order to be considered for a grant of hours/days. Requests may be granted based on an appropriate qualified injury or illness that meets the standard definitions of FMLA or short term disability, and uses these approval periods as method for determining days/hours granted.
- 2-3 Employees in their first three years of employment may request a family hardship grant. To do so, employees will complete a request form for family hardship, specifically for the care of a child with severe injury or illness. An award may be made up to a maximum of 10 days only. This is available only to employees in the first three years of employment, and only one time in the employee's career.
- 2-4 Requests/Grants can be made for full days of absence and for intermittent absences in cases of demonstrated need.

- 2-5 Maximum grant allowance for personal injury or illness is 30 days; in the event an employee is receiving other income replacement through district programs/insurances, the sick leave bank may grant only up to 30 days of insurance offset.
- 2-6 Any granted but unused hours/days will be returned to the sick leave bank fund for use by other employees in need.

Program Management

- 3-1 The program will have oversight from the Benefit Advisory Committee, or in absence of a Benefit Advisory Committee, any other committee designated by the Chief Human Resources Officer, which includes representation of the JCEA.
- 3-2 The program must meet any and all legal requirements as identified by the district.
- 3-3 The Human Resources Department will manage the donation/enrollment process, request/grant review, and program management.
- 3-4 The Human Resources Department will maintain program guidelines related to enrollment, eligibility, usage, implementation, and reporting.
- 3-5 Annual reporting will be provided to the Benefit Advisory Committee, including summary of donated hours, granted hours, grants made and denials of grants.
- 3-6 At the end of each program year, any days/hours remaining in the program account will carry over to the following year for granting to employees.
- 3-7 If days/hours are exhausted in any program year, the program will be suspended until the following benefit enrollment period, when annual enrollment collects new days/hours.

APPENDIX 1:

MEMORANDUM OF UNDERSTANDING

Salary Placements for Summer School

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”) and the Jefferson County Education Association (“JCEA”) and applies to summer school pay for the 2020 summer school programs and will expire as of August 31, 2020.

Teachers teaching in a blended learning course with on-line course work supplemented by in-person classes will be paid \$90 for each student. Teachers will not be paid for any student who drops the course within the first week and receives a refund of the tuition. Teachers will be paid the full \$90 for any student who drops a course but who does not receive a refund.

Teachers teaching summer outdoor education High Potential camps/events and/or other similar summer education work will be paid a stipend of \$1,000 per week of work.

MEMORANDUM OF UNDERSTANDING

Taskforce on District-Wide Early Release/Late Start for Kindergarten through 12th Grade Students

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”) and the Jefferson County Education Association (“JCEA”), applies to work to be completed in the 2018-2019 school year, and will expire as of June 30, 2019.

The District and JCEA will establish a joint task force to formulate a plan to implement a district wide weekly, early-dismissal/late start (EDLS) schedule, to begin school year 2019-2020. The purpose of this proposed EDLS change will be to provide additional time for collaborative planning and professional learning within impacted schools. The District and JCEA task force will engage all relevant stakeholders (including high schools) in conversations about the EDLS schedule change to discuss the impact of such a schedule change and present the proposed plan to the Superintendent and Board of Education for final decision.

MEMORANDUM OF UNDERSTANDING

Identifying Displaced Licensed Educators in Central Positions

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”) and the Jefferson County Education Association (“JCEA”) and applies to staffing for the 2017-2018 school year and will expire as of June 30, 2017.

- 1) Displacement of probationary or non-probationary licensed educators in central positions may occur when a program must reduce positions due to a program reduction.
- 2) Displaced educators will be identified on a program-by-program basis.

- 3) Prior to identifying a displaced educator, an administrator will communicate to the impacted program staff the number of potential displaced position(s).
- 4) The administrator responsible for the program needs the authority to select effective staff with the qualifications and experience to support the instructional practices of the program. In making displacement decisions, the administrator will solicit input from the impacted program staff and will consider the following:
 - a. The educational needs of the District, as served by the program;
 - b. The staff member's qualifications that demonstrate that the staff member supports the instructional practices of the program;
 - c. The staff member's experience, including length of service, in the District and the program; and
 - d. The staff member's most current evaluation rating, as well as evaluation ratings for the immediately preceding two years.
- 5) The authority for the final decision will reside with the program administrator. The decision must be based on the input and factors referenced in this article and shall not be arbitrary or capricious.
- 6) Educators who have been identified as displaced will be advised as soon as possible but no later than March 1st each year. Should the projected number of positions be reduced after that date, any additional displaced educators shall be notified as soon as possible.
- 7) Where applicable, the terms used herein will have the same meaning as defined in the Master Negotiated Agreement.

MEMORANDUM OF UNDERSTANDING

Pilot program for community school program

This memorandum of understanding ("MOU") is made and executed by and between Jefferson County School District R-1 ("the District") and the Jefferson County Education Association ("JCEA") and applies to the 2018-2019 and 2019-2020 school year.

- 1) The District will fund a two year pilot program for a community school program, serving various schools in the District, not to exceed \$200,000 annually, (SY 2018-19 and SY 2019-20).
- 2) The District will fund a district-based, 1.0 FTE community schools coordinator position assigned to Jefferson Junior/Senior School, for the 2018-19 and 2019-20 school years. This position will function as a Teacher on Special Assignment for two year period.
 - a. Compensation will be based on the grade and step placement of the selected individual/employee.
 - b. Cost of benefits will be funded by this pilot program.
 - c. The balance of available funds will be used for home visit portion of the pilot program.
- 3) The District will hold a position at Jefferson Junior/Senior School for the two years of this pilot program.
- 4) Home visit by licensed school staff to school families will be compensated at a rate commensurate with the task, per visit. Classified employees who attend home visit will be compensated per visit.

- a. Home visit will occur following established program protocols of the Parent Teacher Home Visit Program (www.pthvp.org), and will require two-person team visits.
 - b. Dollars allocated for home visit can be paid to any non-administrator staff member, licensed or support staff.
- 5) Home visits that occur after the allocated funding is exhausted will not be compensated by this pilot program. If other funding is available, the home visits may be compensated by schools or departments.
- 6) District schools may apply to the community schools coordinator for participation in the pilot program. If approved/accepted, those school will be eligible for compensation per paragraph 4. Priority will be given to Jefferson Jr/Sr School, Lumberg Elementary, Arvada K-8, and Arvada High.
- a. Application, approval, and funding oversight processes and protocols will be established and documented for school(s) and district, by community school program coordinator and district staff (to be determined).
- 7) A program assessment will be submitted by the community schools coordinator and school administrator
- 8) The community schools coordinator and school administrator will partner with central district departments and staff, as deemed necessary, to monitor the program for growth and development.

MEMORANDUM OF UNDERSTANDING

Compensation and Salary Placements, 2017-2018

This memorandum of understanding ("MOU") is made and executed by and between Jefferson County School District R-1 ("the District") and the Jefferson County Education Association ("JCEA").

The District and JCEA recognize that hiring and retaining qualified, experienced educators is critical to both parties, and offering competitive salaries is an important component to accomplishing this goal. Accordingly, the parties agree to the following for the 2017-18 school year:

1. The District will pay the increased PERA contribution of .5%.
2. Educators will move one step on the salary schedule in accordance with Article 17-3.
3. Educators who qualify will be granted lane (level) advancement as set forth in Article 17-7, including Articles 17-7-3 and 17-7-4 as revised.
4. The District will provide a Cost of Living Adjustment (COLA) of up to 2% for all District employees, subject to the following contingencies and funding limits:
 - a. The 2% COLA (approximately \$10.8M) is contingent upon the receipt of sufficient "new money" funding from the state; and

- b. If the “new money” state funding is insufficient to provide a 2% COLA for all employees, the District will cover the shortfall up to a maximum of \$5.4M (1%).

Examples (for illustration purposes only):

State provides at least \$10.8M, District will provide no additional funding = 2%COLA.

State provides \$7M, District will provide \$3.8M = 2% COLA.

State provides \$2.7M, District will provide \$5.4M = 1.5% COLA.

State provides \$0, District will provide \$5.4M = 1% COLA.

MEMORANDUM OF UNDERSTANDING

Compensation and Salary Placements, 2018-2019

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”) and the Jefferson County Education Association (“JCEA”).

The District and JCEA recognize that hiring and retraining qualified, experienced educators is critical to both parties, and offering competitive salaries is an important component to accomplishing this goal.

In accordance with Collective Bargaining Agreement (CBA) Article 4-1-3, the parties convened to negotiate two language items submitted by each party, compensation, and benefits. In accordance with Article 4-2-1, the results of negotiations are reduced below:

- 1) The District and JCEA negotiation teams agree to amend Article 5, and Article 8, and establish a taskforce to explore and plan for a district wide weekly early-dismissal/late start schedule for the 2019-2020 school year. See attached MOU exhibits.
- 2) Eligible educators will move one step on the salary schedule in accordance with Article 17-3.
- 3) Educators who qualify will be granted lane (level) advancement as set forth in Article 17-7.
- 4) The District will provide a Cost of Living Adjustment (COLA) of 3% for all educators.
- 5) The District and JCEA recognize the importance of Jeffco Schools as the hubs of their communities. To that end, the parties agree to see a two year community schools pilot program with \$200,000 annually. The pilot program will fund:
 - a. A full-time community schools coordinator at Jefferson High; and
 - b. Home visits that schools can apply for in accordance with jointly established protocols
- 6) The parties agree current revenue projections from the School Finance Act (HB 18-1379) equates to \$33.5M for the District after funds are passed through to charters. The parties agree that if revenues after pass through exceed \$33.5M, 100% of additional revenue from HB 18-1379 will be allocated proportionately to employee groups for compensation. If this occurs, the parties agree to meet to determine how those funds will be paid in the form of longevity pay and/or a COLA increase.

Additionally, current budget projects do not forecast an increase to PERA expenses, as a result of legislative changes, for the 2018-2019 fiscal year. If any PERA changes impacting the 2018-2019 budget year are made after this tentative agreement is executed, the parties agree to reconvene to negotiate the funding of these expenses.

MEMORANDUM OF UNDERSTANDING

Compensation and Salary Placements, 2019-2020

This tentative agreement is made between the Jefferson County School District R-1 ("District") and the Jefferson County Education Association ("JCEA").

The District and JCEA recognize that hiring and retaining qualified, experienced educators is critical to both parties, and offering competitive salaries is an important contributor toward accomplishing this goal. In addition, the parties acknowledge and appreciate the sacrifices JCEA members and all other District staff made when they incurred pay freezes between 2010-2013 in order to allow the District to maintain full employment.

In accordance with Collective Bargaining Agreement (CBA) Article 4-1-3, the parties convened to negotiate two language items submitted by each party, additional mutually agreed to items, compensation, and benefits. In accordance with CBS Article 4-2-1, the results of negotiations are reduced below:

1. The District and JCEA negotiations teams agree to amend Articles 1, 3, 5, 7, 8, 10, 13, and 16 as well as to work with the JESPA to develop mutually agreeable contract language to bring the bargaining agreements into compliance with the Innovation School Act of 2008. See attached MOU exhibits.
2. Eligible educators will move one step on the salary schedule in accordance with Article 17-3.
3. Eligible educators will be awarded lane advancement as set forth in Article 17-7.
4. The District will provide a Cost of Living Adjustment (COLA) of 2.5% for all educators.
5. To honor the past pay freezes incurred by JCEA staff, the District will distribute \$3,000,000 evenly to current JCEA educators who incurred pay freezes between FY2011 and FY2013 in the form of a longevity pay increase. The longevity increase will be an ongoing component of the employee's salary for the duration of their status as a JCEA employee.

MEMORANDUM OF UNDERSTANDING

Compensation and Salary Placements, 2020-2021

This tentative agreement is made between the Jefferson County School District R-1 ("District") and the Jefferson County Education Association ("JCEA").

The District and JCEA recognize that hiring and retaining qualified, experienced educators is critical to both parties, and offering competitive compensation is an important contributor toward accomplishing this goal. In addition, the parties recognize the critical nature of school finance and Jeffco Public Schools finance during the COVID-19 pandemic, and the impacts on this year's budget and finances.

In accordance with Collective Bargaining Agreement (CBA) Article 4-1-3, the parties convened to negotiate two language items submitted by each party, additional mutual agree to items, compensation, and benefits. In accordance with CBA Article 4-2-1, the results of negotiations are reduces below:

- 1) The District and JCEA negotiations teams agree to amend Articles 8, 9, and 19.
- 2) The District and JCEA have agreed to create a new article defining aspects of Professional Behavior and Educator Discipline.
- 3) The District and JCEA have agreed to create a new article to bring the bargaining agreements into compliance with the Innovation School Act of 2008.
- 4) The District and JCEA have agreed to create a sick leave bank for employees.
- 5) The District and JCEA have agreed to updates to summer school pay rates, in agreement Salary Placement for Summer School.
- 6) The District and JCEA have agreed to adjustments to Appendix C: Benefit Programs related to years of coverage and contribution rates to Health Savings Accounts for certain participants.
- 7) Eligible educators will receive a one-time pay increase equivalent to 3% of the educator's annual salary, payable in two installments occurring on the November 2020 and February 2021 paychecks.
- 8) Educators will be granted lane advancement as set forth in Article 17-7, payable beginning in October 2020 with retroactive pay for September 2020.
- 9) The District and JCEA have agreed should the District experience a significant change in revenue based on a rescission of revenue from the State of Colorado or due to any other means, \$10 million or more, the District can re-open negotiations to discuss financial solutions. This re-opening can occur anytime between October 1, 2020 and February 28, 2021.
- 10) The District and JCEA have agreed should the District experience an increase in ongoing revenue, \$8.0 million or more than the fiscal year 2021 Adopted Budget, the District and Association will re-open negotiations to discuss potential use for supports or compensation. This re-opening can occur anytime between October 1, 2020 and February 28, 2021.

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