

# JEFFCO SCHOOLS

## MASTER NEGOTIATED AGREEMENT

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**And**



**Effective**

**09.01.2015 through 6.30.2016**



## 2015-2016

### **Board of Education**

Ken Witt	President
Julie Williams	1 <sup>st</sup> Vice President
Lesley Dahlkemper	2 <sup>nd</sup> Vice President
John Newkirk	Secretary
Jill Fellman	Treasurer

### **Superintendent of Schools**

Dan McMinimee

### **Negotiating Team**

Jim Branum	Lead Negotiator, Caplan & Earnest, LLC
Kathleen Askelson	Chief Financial Officer
Terry Elliott	Chief, Chief School Effectiveness Officer
R. Craig Hess	Chief Legal Counsel, Employee Relations
Amy Weber	Chief Human Resources Officer



# Jefferson County Education Association

*a member of the Colorado Education Association*

## **2015-2016**

### **Executive Committee**

John Ford	President
Stephanie Rossi	Vice President
Brooke Williams	Secretary
Melissa Roach	Treasurer
Kristy Parsons	CEA Board Director
Rhiannon Wenning	CEA Board Director
Lisa Elliott	Executive Director

### **Negotiating Team**

John Ford	JCEA President
Lisa Elliott	JCEA Executive Director
Barb Aswege	Teacher, North Arvada Middle School
Don Cameron	Teacher, Lakewood High School
Jon Cefkin	Teacher, Lukas Elementary
Jason Haberkorn	Teacher, Bell Middle School
Arik Heim	Teacher, Wheat Ridge High School
Stephanie Rossi	Teacher, Wheat Ridge High School
Anthea Samuels	Teacher, Ryan Elementary

### **JCEA Board**

Chris Ferguson	Professional Practices Action Team Chair, Conifer HS
Arik Heim	Negotiations and Advocacy Action Team Chair, Wheat Ridge HS
Beth Low	Organizing Action Team Chair, Arvada West HS
Dale Munholland	Community Advocacy Action Team Chair, Pomona HS
Erin Murphy	Community Outreach Action Team Chair, Alameda International HS
Paula Reed	Communications Action Team Chair, Columbine HS
Anthea Samuels	Ethnic/Minority Action Team Chair, Ryan Elementary

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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 The term "Board" shall mean the Board of Education of Jefferson County School District, R-1 in the State of Colorado.
- 1-3 The term "Association" shall mean the Jefferson County Education Association.
- 1-4 The term "School District" or "District" shall mean the Jefferson County School District R-1 in the State of Colorado.
- 1-5 The term "Superintendent" shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.
- 1-6 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.
- 1-7 The term "school day" shall mean the continuous period of time each day an educator is assigned teaching and school-related duties.
- 1-8 The term "business day" shall mean Monday through Friday unless a District holiday. A "business day" may not be a scheduled day for educators.
- 1-9 "Continuous service" shall mean the length of service as a full-time contracted educator of the District.
- 1-10 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.
- 1-11 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.

- 1-12 The term "contract year" and "work year" shall be the number of days an educator contracted to work each year.
- 1-13 The term "District JCEA Collaboration Committee," shall also be known as the DJCC and those terms may be used interchangeably in this Agreement.
- 1-14 The term "Professional Practices Evaluation Rating" shall also be known as the PPER and those terms may be used interchangeably in this Agreement.
- 1-15 The term "blackout days" refers to designated days when educators will not be permitted to use personal leave. Days will be defined on the District staff calendar and generally will be work days preceding holidays and breaks and professional development days.

## **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 Pursuant to Board Policy and Procedure Section HH, Employee Negotiating Organizations, as in effect on the date of this Agreement, the Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 until June 30, 2016. The term of this Agreement shall commence September 1, 2015, and shall expire on June 30, 2016, 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 incident to the president's employment with the District.
- 3-4 The president of the Association will have the right to visit schools. The president will coordinate all visits 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 The District will hold the president's position with the District for their initial term in office. Position hold beyond the initial term must be approved by the school principal or the director of the department in which the position is being held. Unless an extended position hold request is approved, the president must return to the position being held or resign from District employment. If the president returns to the held position or finds another position through mutual consent, the president's salary and benefits will be restored to the level that existed at the time the position hold went into effect.
- 3-6 The Association will have the right to use school facilities in accordance with District policy and regulation KF and KF-R, Community Use of School Facilities. The Association also may use school communication facilities in accordance with District policy KFD, Community Access to School Communication Facilities. The policies referenced in this paragraph shall remain in effect for the term of this Agreement unless modified by the mutual agreement of the parties.
- 3-7 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.

#### **Article 4**

#### **4 Negotiation Procedures and Successor Agreement**

##### **4-1 Conducting Negotiations**

- 4-1-1 The Board, through its designated representatives, shall meet with representatives of the Association and shall negotiate for the purpose of reaching agreements. 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 not later than February 1, 2016, or at such later date as may be agreed upon by the parties. Such requests will specify the subject matter to be considered and will include topics or interests from each party to be discussed at bargaining. A written acknowledgment of the request will be made within ten (10) business days of the receipt of the request.
- 4-1-2 The Board and the Association, through their representatives, shall develop jointly, reduce to writing, and mutually approve the procedures for negotiating

in good faith on any subject or matter which either party deems important to the welfare of the educators and/or the School District.

- 4-1-3 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 aforementioned date by mutual consent. The parties shall attempt to reach agreement by May 31<sup>st</sup>. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.
- 4-1-4 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.
- 4-1-5 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 4-1-6 Negotiation sessions between the bargaining teams shall be conducted in public in accordance with applicable statutory requirements.

#### 4-2 Adopting Agreements

- 4-2-1 Tentative Agreements reached as a result of such 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 Resolutions

- 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.
- 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.

## **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, 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 is required to work beyond 185 days the educator will earn the per diem rate of  $1/185^{\text{th}}$ , of their annual salary, for each additional day worked.
  - 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 should consider allocations of approximately 80% for individual planning time and 20% for collaborative planning and meeting times with no less than 30-minute blocks for individual planning time.
- 5-3-7 An educator will be compensated pursuant to 17-8-2 if the educator agrees to cover a class due to a lack of a substitute educator.

## **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 grants and make appropriate recommendations.

## **Article 7**

### **7 Educator Evaluation**

- 7-1 One of the most important factors in advancing student achievement is to have an effective educator in every classroom and position.
- 7-2 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 the professional growth and development and the level of performance of licensed personnel.
- 7-3 Student assessment data will comprise a portion of the evaluation of the educator in accordance with Colorado law. The student growth portion of evaluation will be determined by the Superintendent with input from the Educator Evaluation Committee as outlined in article 7-4 below.
- 7-4 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.
- 7-5 All evaluators shall have their principal or administrator license or their designees shall have received education and training on evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional, and credible evaluations of personnel.
- 7-6 Any monitoring or observation of the work performed by an educator will be conducted openly and with full knowledge of that educator and will include observations of activities such as classroom instruction, weekly data meetings, professional learning communities, and other non-teaching duties.

- 7-7 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.
- 7-8 Security cameras shall not be used for the purpose of evaluation except when data from security cameras is used to verify a disciplinary incident.
- 7-9 Lack of participation by an educator in extracurricular activities (outside the assigned workday as per the Agreement) will not form the basis for a less than effective evaluation of the educator.
- 7-10 In order to be included in an educator's evaluation, complaints, concerns or observations from students, parents, colleagues or other District staff must have been vetted and shared with the educator in a timely manner, and the educator must have been given an opportunity to respond.
- 7-11 Timelines and observations for evaluating professional practices
- 7-11-1 The evaluation process will begin at the beginning of the school year and be completed in the spring. Probationary educator evaluations, for the professional practices part of the evaluation, shall ordinarily be completed by early April and the final evaluation conference will ordinarily be held by mid-April. The professional practices part of the evaluation for non-probationary educators shall ordinarily be completed by early May and the final conference ordinarily held by mid- May.
- 7-11-2 Within the first six weeks of the school year each principal will meet with educators to review the process, timelines, and rubrics. Educators will complete a self-assessment to familiarize themselves with the rubric and to identify areas for personal growth.
- 7-11-3 All probationary and non-probationary educators will be evaluated each year.
- 7-11-4 All probationary and non-probationary educators will have at least one (1) required observation prior to winter break. Probationary educators will have at least one (1) more required observation. Evaluators who have performance concern(s) about the overall effectiveness of a non-probationary educator will schedule at least one (1) more required observation. 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. This would generally be a full class period for secondary educators and a whole lesson for elementary educators.
- 7-11-5 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, educators will be provided feedback from the informal observations. As data is gathered over time, educators will receive



updated performance feedback. A conference will be held if performance declines or if either party requests one.

- 7-11-6 Observations may be scheduled with the educator 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 educator.
- 7-11-7 A post observation dialogue between the educator and the evaluator shall be held in a timely fashion after each required 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 shall include evidence gathered from the observation and the educator, and be documented on designated District forms. Educators are encouraged to share evaluation feedback with a peer who can assist them, such as Instructional Coaches, department chairs or other colleagues.
- 7-11-8 Observations and evaluations of building-based educators shall be made by the principal, an administrative designee, or a designated evaluation coach. Other district administrators may be asked to perform additional observations as needed.
- 7-11-9 Each educator will be given a copy of the final evaluation report prepared by the evaluator(s) at least one (1) school day before the conference to discuss it. No report shall be submitted to the central administration, placed in the educator's files, or otherwise acted upon without a prior conference with the educator. Such report shall be signed by both parties to indicate only that the report has been reviewed.

7-12 Notice of deficiencies, remediation plans, and dismissal

The intent of this section is to provide for identification of and give notice to the educator of less than effective skills as noted on the evaluation rubric. 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, whether provided in a letter or a remediation plan should be taken seriously by both educator and evaluator.

- 7-12-1 If performance expectations are not being met by an educator, a written document, e.g., Performance Improvement Plan, action plan, formal counseling document, shall be issued to the educator as soon as possible, but no later than January 30<sup>th</sup>. An educator will have six to ten (6-10) weeks to successfully meet the expectations contained in the document. At the end of that time the document can be extended if expectations are not being met. If a situation arises after January 30<sup>th</sup>, a written document can still be issued to document performance concerns but the concerns will be provided to the educator as soon as practicable after the concern arises.

- 7-12-2 A remediation plan shall be provided for any non-probationary educator who fails to meet performance expectations. Any areas of deficiency or less than effective performance shall be addressed in the written remediation plan. The remediation plan will include the following:
- A. Identification of specific deficiencies from the performance rubric.
  - B. Specific recommendations to improve performance.
  - C. Acceptable levels of performance from the rubric.
  - D. Timeline in which improvement is to occur including regular conferences between the educator and evaluator.
  - E. A description of the assistance administration will make available in supporting the educator's remediation plan.
- 7-12-3 After probationary educators receive a written document issued pursuant to Article 7-12-1 additional supports shall be made available to the educator such as providing the educator a mentor, release time for classroom observations of effective educators, or additional professional development. It is the educator's responsibility to take advantage of the additional supports. It is the principal's responsibility to monitor progress and provide regular, timely feedback.
- 7-12-4 If the evaluator believes the alleged performance deficiencies of an educator justifies non-renewal or dismissal, the educator should be specifically advised of the alleged deficiencies and that failure to correct them will result in a recommendation for dismissal or nonrenewal.
- 7-12-5 If a recommendation for educator non-renewal or dismissal is made by the evaluator, written notification shall be provided to the educator prior to the meeting of the Board at which action is to be taken. Notice of nonrenewal of a probationary teacher shall be provided to the educator prior to June 1<sup>st</sup> as provided by law.
- 7-12-6 An educator who is recommended for non-renewal or dismissal shall be provided a copy of the final evaluation document before the recommendation for dismissal or non-renewal is finalized.

7-13 Appeals of Final Professional Practices Evaluation Rating (PPER)

The purpose of this appeal procedure is to provide a fair and expeditious manner for resolving concerns that an employee has regarding their PPER which is the behaviors, skills, knowledge, and disposition that educators should exhibit and which is evaluated through observation and discussion between the educator and the evaluator.

- 7-13-1 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 PPER that was assigned (e.g., an observation was never completed or feedback was never shared with the educator); or
- 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).

7-13-2 Step One – Administrator Meeting

If an employee is dissatisfied with their PPER, the employee must submit a written request no later than five (5) business days after receiving the PPER to their evaluator requesting an informal meeting to discuss and attempt to resolve the PPER.

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

7-13-3 Step Two – Achievement Director Inquiry

If a satisfactory resolution of the issue is not reached at Step One, the employee may initiate Step Two with the employee's Achievement Director by filing a written review request directly with the Office of School Effectiveness within five (5) business days of the Step One meeting. A meeting shall occur within ten (10) business days of the written request.

Both the employee and an Achievement Director may be accompanied by a representative during the Step Two Achievement Director Inquiry. At the Step Two Achievement Director Inquiry, the employee 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 but the Achievement Director Inquiry will be limited to 1 hour unless extended by mutual agreement.

The Achievement Director conducting the meeting will transmit a written response to the employee within 10 business days of the Step Two Achievement Director Inquiry. This deadline may be extended by mutual consent. If deemed necessary, the Achievement Director may conduct an independent investigation into the matters raised by the employee during the meeting. The Achievement Director may uphold or elevate the PPER.

7-13-4 Step Three – Chief School Effectiveness Officer Review

If a satisfactory resolution of the issue is not reached at the Step Two review, the employee may initiate a Step Three Review. The employee must file a

written review request in writing directly with the Office of School Effectiveness within five (5) business days of the receipt of the Achievement Director'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 School Effectiveness Officer will review all documents submitted at Step Two and then issue a written decision to uphold or elevate the PPER within fifteen (15) business days.

The determination at Step Three is final. Copies of this decision shall be transmitted to the employee, the employee's evaluator and the employee's Achievement Director.

7-13-5 All documents and proceedings related to the appeal process shall be confidential.

7-13-6 All deadlines may be extended by mutual agreement.

7-14 Appeals of Second Ineffective or Partially Effective Rating for Non-Probationary Educator

7-14-1 The following requirements shall apply to the appeal process for a non-probationary educator to appeal a second consecutive PPER of ineffective or partially effective. For purposes of the appeal process, a rating of ineffective and a rating of partially effective will carry the same consequence; an educator shall lose non-probationary status after receiving two consecutive ratings of either ineffective or partially effective. The appeal process shall allow for a final determination of the educator's PPER and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment or termination.

If an educator's PPER of partially effective changes to effective or higher when the student growth data is added, the appeal decision shall become moot.

7-14-2 Beginning with the 2015-16 academic school year, a non-probationary educator who objects to a second consecutive PPER of ineffective or partially effective shall have an opportunity to appeal that rating to the Superintendent. The appeal process shall be voluntary for an educator and initiated only if the educator chooses to file an appeal.

7-14-3 The non-probationary educator 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 PPER that was assigned (e.g., an observation was never completed or feedback was never shared with the educator); or

- 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).
- 7-14-4 The appeal process shall begin on the date that an educator receives a second consecutive Performance Evaluation Rating of ineffective or partially effective and shall conclude no more than thirty (30) business days after receipt of the Performance Evaluation Rating. An educator shall file an appeal by submitting it to Employee Relations within ten (10) business days after receiving the rating. These time requirements may be waived by mutual agreement of both the educator and the District.
- 7-14-5 An educator is permitted only one (1) appeal for the second consecutive Performance Evaluation Rating of ineffective or partially effective. An educator 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 shall be deemed waived.
- 7-14-6 Review Panel and Process
- 7-14-6-1 A District review panel shall be appointed prior to the beginning of the 2015-16 school year. 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. The panel shall be comprised of equal numbers of educators and administrators, with no more than six panel members total. The Association will select the educators to serve on the panel. A process shall be developed to ensure continuity of the review panel members.
  - 7-14-6-2 The review panel shall serve in an advisory capacity to the Superintendent. The Superintendent shall be the final decision-making authority in determining the educator's final Performance Evaluation Rating.
  - 7-14-6-3 The review panel shall be comprised of members who were not directly involved in the evaluation process for the appealing educator, employed at the appealing educator's school, or related to the appealing educator. The Superintendent will not be a member of the review panel.
    - A. The appealing educator 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 educator prior to meeting to render a recommendation.

- B. The review panel may invite the educator or educator’s principal to present information or evidence in writing where clarification is necessary; however, the educator 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.

7-14-7 The Superintendent shall be the final decision-making authority in determining an educator’s final Performance Evaluation Rating and whether a non-probationary educator shall lose non-probationary status. The Superintendent shall provide a written rationale for the final determination.

7-14-8 If the Superintendent determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective; the educator shall receive a “no score” and shall not lose non-probationary status. However, if in the following academic school year that educator receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the educator shall be subject to loss of non-probationary status.

7-14-9 This appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of 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 including content mastery, critical thinking skills, creative expression, citizenship, multicultural proficiency, communications, and social and emotional skills as well as to support schools in meeting the Jeffco Schools’ Vision 2020.

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 21<sup>st</sup> 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 allocated based on the needs of the school and in accordance with best practices identified by the school leadership team and District leadership team. 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 plans' objectives.

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.

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

8-4-2 Digital Teacher Librarians

A Digital Teacher Librarian 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.

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 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, nurse consultants, speech/language specialists, and other specialized personnel in low incident programs to provide services to those students in need.

The following positions provide services to special needs and at-risk students:

##### District-based positions

- 8-4-4-1 Itinerant teams who provide district-wide services such as assistive technology assessment team (ATAT), vision, deaf and hard of hearing (DHH), audiologist, preschool and center program staff, will be considered District-based positions.
- 8-4-4-2 District-based staff may be re-assigned due to changes in program location or student need across the District. In cases of re-assignment for center program staff, the District will make every effort to assign staff within a requested geographic area.
- 8-4-4-3 Center program educators will be evaluated by building administrators in collaboration with special education administrators. All other District-based staff will be evaluated by special education administrators.
- 8-4-4-4 Licensed compliance specialists will be evaluated by special education administrators.

##### Area and building-based positions

- 8-4-4-5 Psychologists, social workers, speech language pathologists, and motor staff are considered area-based positions and are often referred to as SERS positions (special education and related services).
- 8-4-4-6 Area-based staff may be re-assigned within their current area due to specific building needs or student needs. Consideration will be given to a staff member's request for a specific location.
- 8-4-4-7 Area-based 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.
- 8-4-4-8 Special Education educators are considered building-based positions and may apply to vacancies posted on the District



website. Building based positions are evaluated by building administration.

8-4-4-9 Schedules for Special Education educators and SERS personnel may be determined in consultation with the employee, Special Education Department, and the building principal. Special Education educators and SERS staff may be evaluated in consultation with Special Education administrators who understand the nature of the individual’s job responsibilities.

8-4-4-10 The identification of SERS staff shall take place at a pool/ District level with qualified practitioner participation. After they have been approved at the District level they may be interviewed at the school level if necessary.

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 student 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 SPED or ESL students. 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.

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:

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

8-5-6 Elementary Elective Guidelines:

Elementary electives play an important role in facilitating student development as well as providing planning and collaboration time for classroom content educators. The school collaboration team should make efforts to include input from elementary elective educators when developing class configuration, class scheduling, and daily student schedules (a.k.a. Bell Schedule). Elementary elective classes will be combined only when necessary, and if combined an effort will be made to not combine more than thirty (32) students per class.

Electives FTE		Number of Sections	
0.5	2	3	4
1.0	5	6	7
1.5	8	9	10
2.0	11	12	13
2.5	14	15	16
3.0	17	18	19
3.5	20	21	22
4.0	23	24	25
4.5	26	27	28
5.0	29	30	31
5.5	32	33	34
6.0	35	36	37

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

Position	Guidelines for Case Load
Digital Teacher Librarian	<p>Every school should 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</p>

	Achievement Director.  The District shall work to coordinate pairing half-time positions.
Elementary Counselor(s)	Elementary schools may consider the utilization of a counselor if supported by the community needs or school improvement plan.
Secondary Counselor(s)	Secondary counselors should have a caseload of 300 to 400 students per counselor. Ratios should take into account the unique needs of the student population serve the community needs, as well as the school improvement plan.

8-5-7 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 to insure that course objectives and safety standards can be met with the additional students. Laboratory classes shall not exceed the number of students who can be taught safely at the number of work stations in the classroom.

8-5-8 The student count maximum described in 8-5-7 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 Protection

9-1 Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the District. 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.

9-2 Should a student assault or harass an educator, or be accused of committing any other offense under the Colorado Criminal Code which is directed toward the educator, while on school premises or during a school sponsored activity, and if the student’s action results in

damages to the personal property of an educator, the educator may file a claim with the District for reimbursement of those claimed damages.

9-2-1 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. In evaluating the request, consideration will be given to the nature of the alleged offense, mitigating or extenuating circumstances, and the effect on District morale and efficiency.

9-3 When educators are charged with crimes, other than a traffic offense, as a result of the performance of their official duties and the factors listed in 9-3-1 exist, 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:

9-3-1 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.

9-3-2 The Chief Legal Officer or designee shall determine the amount to be paid on a case-by-case basis. In evaluating the request, consideration will be given to the nature of the alleged offense, mitigating or extenuating circumstances, and the effect on District morale and efficiency.

9-4 If an educator issued 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.

9-5 The District will provide training to ensure educators have the knowledge to address disruptive and threatening behavior safely and appropriately.

## **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 The District, working with the Association, will develop 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. On an annual basis, each school will submit for review by the District and the Association, a written outline of the shared leadership structure and collaborative decision making process implemented at the school. It is the intention of the District and the Association that the principles of

collaboration and shared leadership discussed here are to be guiding principles for the parties as they implement other provisions of this Agreement.

10-7 District and JCEA Collaboration Committee (DJCC)

10-7-1 The DJCC, comprised of members of the Superintendent’s cabinet and educator representatives selected by the Association, will be formed and charged with the responsibility of establishing, supporting and overseeing systems of collaboration throughout the District. The DJCC will coordinate its work with existing structures and programs such as strategic compensation, 1338 committee, and summer institute. The DJCC will provide assistance to the schools when there are breakdowns in the collaborative systems established at the school level.

10-7-2 At a minimum, the DJCC will engage the following issues:

- A. Curriculum, assessment and instructional practices;
- B. Professional development;
- C. School resource allocation;
- D. Behavior management and student discipline strategies; and
- E. A balance between professional autonomy and a collaborative team approach to create continuous improvement.

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.

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 professional takes upon itself 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 expectation, 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.

10-9-8 Step 3 – DJCC Review

If an issue is not resolved during Step2, then the educator may request (in writing), within ten (10) business days, a review by the DJCC. The meeting to review the complaint will be facilitated by the Achievement Director responsible for that building. The goal is consensus. If after considering all the interests and options the DJCC is unable to reach a consensus, the Achievement Director will make the final decision.

The review shall take place within fifteen (15) business days of the employee's written request. A written summary of the complaint and outcome of the DJCC review will be prepared within ten (10) business days of the completion of the review.

10-9-9 Issues that arise at the District level, or which are district-wide in scope, may be referred directly to the DJCC. The meeting will be facilitated by the Chief School Effectiveness Officer. The goal is consensus. If after considering all of the interests and options the DJCC is unable to reach consensus, the Chief School Effectiveness Office will make the decision. A written summary of the complaint and outcome must be prepared within ten (10) business days.

The decision of the Chief School Effectiveness Officer may be appealed to the Superintendent. The appeal must be submitted in writing to the Superintendent within ten (10) business days of the receipt of the written summary. The Superintendent will review the written summary and decision and conduct a review meeting with the Executive Director of Employee Relations and a director of the JCEA. The Superintendent's decision shall be final and all administrative remedies will be deemed exhausted.

**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. Those educators are chosen by the faculty of educators at the school to represent them in the hiring process, after a review of the educator's demonstrated effectiveness and qualifications, which review demonstrates 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 1<sup>st</sup> 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 1<sup>st</sup> 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. 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.

12-9 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 1<sup>st</sup>.

12-9-3 Educators in a job share will receive half of pay, leave accrual, and continuous service credit. 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 In addition to leaves of absence provided for in state and federal law, e.g. Family Medical Leave or military leave, educators may also be eligible for leaves set out in District policies and regulations including, but not limited to, disability leave, court appearance leave and parental leave. The District leave policies and regulations in effect as of the effective date of this Agreement will remain in effect for educators until the expiration of the term of this Agreement or sooner if modified by mutual written agreement.

13-2 While on an approved leave, educators may be eligible to participate in Jeffco benefit programs as set forth in District policies and regulations, and in compliance with the Affordable Care Act. Educators with a qualifying Family Medical Leave Act (FMLA) event will be required to exhaust all available paid leave, and the approved leave will run concurrent with any leave provided by FMLA.

13-3 Current Year and Extended Leave Accounts

**Implementation of this Section 13-3 shall be delayed until the 2016-2017 school year. For the 2015-2016 school year current leave practices regarding sick leave, personal leave, and verification of illness shall remain in place.**

- 13-3-1 Each contract year, educators will receive eleven (11) days of current year leave for personal illness or serious illness or death in the immediate family. Current year leave will be prorated for any educators working part-time or who work less than a full contract year. The full eleven (11) days will be provided at the beginning of the contract year and will be available for immediate use. At the conclusion of the contract year, the unused balance of current year leave will be moved into the educator's extended leave account. There will be no limit on the accrual of leave in the extended leave account and sick leave payout practices as set forth in District policies will apply. To access the extended leave account balances for documented personal or family illness the educator must apply to the Manager of Employee Leaves, and secure approval.
- 13-3-2 No more than three (3) days of current leave may be used for absences unrelated to an illness (personal leave). Prior to taking personal leave, an educator must provide written notice to and receive approval from the educator's immediate supervisor at least one (1) day before taking such leave (except in cases of emergencies). Personal leave will not be available for use on blackout days as defined on the District staff calendar.
- 13-3-3 Supervisors shall have the right to request that a licensed staff member provide proof of illness.

13-4 Child Care Leave

- 13-4-1 A request for unpaid child care or adoption leave as described in District policy must be presented to the Manager of Employee Leaves at least thirty (30) days prior to the date on which requested leave will commence. Exceptions will be made in the event of medical complications. The initial request for such leave may not exceed the remainder of the school year.
- 13-4-2 The educator's written request will include the educator's date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. If child care leave follows a maternity leave, child care leave will commence at the conclusion of the approved short-term disability period. Any leave outside of the short-term disability-approved period will be unpaid.
- 13-4-3 Educators interested in a subsequent year of leave may apply following the break in employment guidelines in this Article.



## 13-5 Break in Employment

- 13-5-1 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, to the Manager of Employee Leaves or designee by February 1st of the school year prior to the break in employment. 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.

## **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 Achievement Director and shall be submitted to the Human Resources Department and reviewed by the DJCC. Additional administrative and teaching staff may be asked to assist the DJCC 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.
- 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 Salaries for employees covered by this Agreement will remain as they were for the 2014-15 school year, except as modified through negotiations conducted pursuant to the provisions of this Agreement, including the Memorandum of Understanding of June 2015.
- 17-2 Annual compensation increases, if any, will be based on the PPER and will be negotiated by the parties for the ensuing school year pursuant to Article 4.
- 17-3 Educators new to the District will be provided an incoming base salary determined by the following factors: demonstrated effectiveness as a K-12 educator, experience, and attainment of a master's degree when the degree is required for the position or identified by the District as a degree which impacts student achievement.
  - 17-3-1 Initial salary offers for licensed educators new to the District with a bachelor's degree, or vocational educational educators with appropriate credentials, for the 2015-2016 school year will begin at \$38,000, and initial salary offers will increase by 2% for each year of K-12 experience, or industry experience as appropriate for vocational education educators, up to a maximum of six years.
  - 17-3-2 Initial salary offers for licensed educators new to the District with a master's degree for the 2015-2016 school year will begin at \$41,420, and initial salary

offers will increase by 2% for each year of K-12 experience up to a maximum of six years.

- 17-3-3 Initial salary offers to licensed educators new to the District in identified hard-to-fill positions for the 2015-2016 school year will begin at \$44,840, and initial salary offers will increase by 3% for every year of experience up to the maximum of six years. The District will notify the Association each year at the beginning of each staffing season which positions will be considered hard-to-fill for salary placement considerations. Hard-to-fill designations will be determined based on both the size and quality of applicant pools.
  
- 17-4 Educators who earn a master's degree identified by the District as having an impact on student achievement may submit evidence of attainment of the degree to Human Resources for the purpose of requesting a salary increase. Qualifying master's degrees will be identified on the Human Resources web site. Any salary increase will be subject to annual budget considerations. If approved, a salary increase for attainment of a master's degree will occur only once in an educator's career with the District.
  
- 17-5 The District and the Association recognize the benefit and necessity to remain current with educational best practices and competitive compensation to maintain and support effective educators. During the course of annual negotiations, the following factors related to compensation shall be considered:
  - A. National Board Certification;
  - B. Specialists in Education endorsement;
  - C. District approved training increments;
  - D. School-based leadership roles such as department or instructional leader;
  - E. Full-year mentor educator to a new educator;
  - F. Service on building level collaboration committees or participation or membership on the DJCC;
  - G. Vocational education educators and concurrent enrollment educators;
  - H. Cost of living increases;
  - I. Health care and other benefits; and
  - J. Activity stipends.
  
- 17-6 Educators will be paid on a monthly basis. The monthly salary will be equal to the educator's annual salary divided by twelve (12).

17-6-1 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

17-6-2 Educators new to the District will have their first year of pay distributed over thirteen (13) months from August to August.

17-7 Outdoor Education

Every regularly-assigned educator who accompanies students to the Outdoor Lab School and remains 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 should be provided adequate time to plan and coordinate logistical matters.

17-8 Educator Additional Pay

17-8-1 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.

17-8-2 Educators who work outside of their regular, contract position will be paid at a rate of \$20 per hour. This includes curriculum development. Summer school pay will be \$25.00 per hour.

17-8-3 Athletic and activities stipends for the 2015-2016 contract year will be paid in accordance with the schedule published by Human Resources subject to budget approval.

17-9 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 Appeals

19-1 The purpose of the appeal 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 an appeal.

19-2 This appeal process does not apply to items covered in Article 7 or Article 10.

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

#### 19-4 Appeal Procedure

##### 19-4-1 Step One – Administrator Meeting

The employee with an appealable 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 written request for appeal no later than five (5) business 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) business days.

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

##### 19-4-2 Step Two – Achievement Director Inquiry

If a satisfactory resolution of the issue is not reached at Step One, the employee may initiate Step Two with the employee's Achievement Director or appropriate supervisory administrator by filing a written review request with the Association office as well as with the Office of School Effectiveness within five (5) business days of the Step One meeting. The meeting with the Achievement Director will be held within ten (10) business days.

Both the employee and an Achievement Director may be accompanied by a representative during the Step Two Achievement Director Inquiry. At the Step Two Achievement Director Inquiry, the employee will have the opportunity to review any supporting documentation for the appealed action, discuss the grounds of the appeal and submit any supporting documentation for the appeal. The parties are encouraged to thoroughly discuss the concerns and resolve the

issues. The inquiry will be limited to one (1) hour unless the parties agree to extend the time limit.

The Achievement Director conducting the inquiry will transmit a written response to the employee with a copy to the Association within ten (10) business days of the Step Two Achievement Director Inquiry meeting. This deadline may be extended by mutual consent. If deemed necessary, the Achievement Director may conduct an independent investigation into the matters raised by the employee during the meeting. The Achievement Director may uphold, modify, reduce or eliminate the appealed action.

19-4-3 Step Three – Employee Relations Executive Director Review

If a satisfactory resolution of the issue is not reached at the Step Two Achievement Director Inquiry, the employee may initiate a Step Three Review. The employee must file a written request with the Association office and with the Office of Employee Relations within five (5) business days of the receipt of the Achievement Director's written response. The written request may not contain any new evidence.

Upon receipt of a properly completed and timely written request, the Employee Relations Executive Director will review all documents submitted at Step Two and then issue a written decision to uphold, modify, reduce or eliminate the appealed action.

Copies of this decision shall be transmitted to the employee, the issuer of the disciplinary action, the Association office, and the employee's Achievement Director within ten (10) days of receipt of the request.

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

# Master Negotiated Agreement

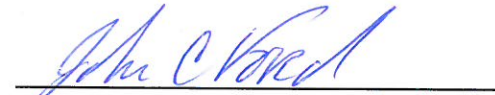
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Jeffco Public Schools

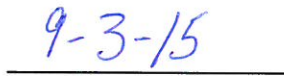
## Ratification and Board of Education Approval

**Ratified by association membership on: August 26, 2015**

John Ford, President, Jefferson County Education Association



Signature



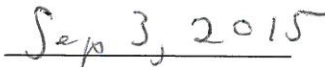
Date

**Approved by the Board of Education at the public meeting on: August 27, 2015.**

Ken Witt, President, Jeffco Public Schools District, R-1 Board of Education



Signature



Date