



March 21, 2023

Nancy Sienko, Acting District Director  
Mary Jo O'Neill, Regional Attorney  
Denver Field Office  
U.S. Equal Employment Opportunity Commission  
950 17th Street, Suite 300  
Denver, CO 80202  
Via Email: [REDACTED]

**Re: Investigation Request/ Jeffco Public Schools**

Dear Acting Director Sienko and Attorney O'Neill:

Under 29 C.F.R. §1601.6(a), Parents Defending Education (PDE) files this request to investigate Jeffco Public Schools in Jefferson County, Colorado for employment discrimination on the basis of race, color, religion, sex, or national origin in violation of Title VII of the 1964 Civil Rights Act, 42 U.S.C. §2000e *et seq.*<sup>1</sup>

PDE makes this investigation request as an interested third-party organization with members who are parents of school children throughout the country.<sup>2</sup> PDE and its members oppose racial discrimination and political indoctrination in America's schools. Attached to this complaint is supporting evidence in the form of a flyer advertising "Employees of Color Gatherings" for the 2022-23 school year (Exhibit A), as well as the Jeffco Public Schools Master Negotiated Agreement with the Jefferson County Education Association (JCEA), effective August 1, 2021 through July 31, 2024 (Exhibit B).

These exhibits reveal that Jeffco Public Schools planned a series of events for employees who are "people of color" on September 22, 2022; October 20, 2022; November 17, 2022; December 15, 2022; January 19, 2023; February 23, 2023; March 30, 2023; and April 20, 2023. These events are to be held both in-person as well as virtually.

- On page 76 of the JCEA-Jeffco Master Negotiated Agreement (Exhibit B), Section 22-2-1-C notes that "[t]he District and Association will collaborate to ... [c]reate a safe space for educators of color to meet and support each other and find support around the challenges and opportunities of being an educator of color in Jefferson County."
- On page 77 of the JCEA-Jeffco Master Negotiated Agreement (Exhibit B), Section 22-2-1-D notes that "[t]he District and Association will collaborate to ... [c]reate a 1:1 mentorship program for educators of color in the District to be mentored by more experienced educators of color."

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<sup>1</sup> Copies of this letter are also addressed to each member of the Commission, and Parents Defending Education makes the same request of them under 29 C.F.R. §1601.6(a).

<sup>2</sup> PDE has also asked the U.S. Department of Education's Office for Civil Rights to investigate.



- Also on page 77 of the JCEA-Jeffco Master Negotiated Agreement (Exhibit B), Section 22-2-1-E notes that “[t]he District and Association will collaborate to ... [i]mplement programs to support current educators of color in obtaining leadership licenses and gain employment in administration and leadership roles within the district.”
- Finally, on page 77 of the JCEA-Jeffco Master Negotiated Agreement (Exhibit B), Section 22-3 on the “Equity Ombuds Program” asserts that “the District will actively recruit individuals of color and other underrepresented groups for the Equity Ombuds position. The District strongly encourages individuals from historically underrepresented groups to apply for the position.”

At no point in the entire 104-page Master Negotiated Agreement does the document assert that these opportunities are open to all employees.

As the Commission is aware, “the important purpose of Title VII” is “that the workplace be an environment free of discrimination, where race is not a barrier to opportunity.” *Ricci v. DeStefano*, 557 U.S. 557, 580 (2009). Specifically, Title VII declares that it is an “unlawful employment practice” (1) “to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s [protected characteristic]”; or (2) “to limit, segregate, or classify his employees or applicants for employment in any way which would ... adversely affect his status as an employee, because of such individual’s [protected characteristic].” 42 U.S.C. §2000e-2(a). Title VII “prohibits even making a protected characteristic a ‘motivating factor’ in an employment decision.” *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 773 (2015) (quoting 42 U.S.C. §2000e-2(m)). But here, Jeffco Public Schools appears to be intentionally discriminating against its employees because of their race by making race a barrier to opportunity.

A 2015 decision issued by the Department of Education’s Office for Civil Rights (OCR) during the Obama Administration is instructive. When a Chicago-area high school held a “Black Lives Matter” assembly during Black History Month “for African American students only,” OCR concluded the school violated the Equal Protection Clause and Title VI. *See* Sept. 29, 2015 Letter (OCR Docket #05-15-1180). The school’s desire “to provide a comfortable forum for black students to express their frustrations” could not justify the school’s exclusion of white students, who were told they could not participate. OCR concluded that the district failed to “assess fully whether there were workable race-neutral alternatives” and “did not conduct a flexible and individualized review of potential participants.” In a Resolution Agreement with OCR, the district agreed that its programs and activities would be “open to all students ... regardless of their race” and to adopt policies and training to ensure the district’s compliance. OCR imposed these requirements even though the district had promised “not to hold such events in the future.”

Jeffco Public Schools likewise cannot exclude employees based on their race. We ask that your office promptly investigate the allegations in this complaint, act swiftly to remedy unlawful policies and practices, and order appropriate relief.

Thank you for your prompt assistance with this request for investigation and resolution.

Please contact me for further information.



Sincerely,

A handwritten signature in black ink that reads "Caroline Moore". The signature is written in a cursive style with a large initial "C" and "M".

Caroline Moore

Vice President

Parents Defending Education

Enc. Exhibit A-B

Cc: The Honorable Charlotte A. Burrows, Commission Chair  
The Honorable Jocelyn Samuels, Commission Vice Chair  
The Honorable Janet Dhillon, Commissioner  
The Honorable Keith E. Sonderling, Commissioner  
The Honorable Andrea R. Lucas, Commissioner



## **EXHIBIT A**



# Employees of Color Gatherings

A way to connect with other people of color while  
finding ways to learn, advocate and support  
equity and diversity in JeffCo

**THIRD THURSDAYS SEPTEMBER-APRIL 4:30-6 PM**

SEPTEMBER 22: DANIELS PARK, LAKEWOOD

OCTOBER 20 (VIRTUAL)

NOVEMBER 17: EDGEWATER PUBLIC MARKET

DEC 15 (VIRTUAL)

JANUARY 19: LOCATION TBA

FEBRUARY 23 (VIRTUAL)

MARCH 30 (4TH TUESDAY)

APRIL 20: LOCATION TBA

**RSVP AT [WWW.TINYURL.COM/JEFFCOEOCA](http://WWW.TINYURL.COM/JEFFCOEOCA)**

**LIGHT SNACKS PROVIDED FOR ALL IN PERSON EVENTS  
KIDS AND PETS WELCOME TO DANIELS PARK**





## **EXHIBIT B**

ASSISTIVE TECHNOLOGY CONSULTANTS, AUDIOLOGISTS, BEHAVIOR ANALYSTS, SPECIAL EDUCATION AREA COORDINATORS, GIFTED AND TALENTED COORDINATORS, MENTAL HEALTH COORDINATORS, MOTOR COORDINATOR, TRACK COACHES, SPEECH LANGUAGE PATHOLOGISTS, TECHNOLOGY COORDINATORS, COUNSELORS ON SPECIAL ASSIGNMENT, SCHOOL COUNSELORS, DDI COACHES, DEANS, DIGITAL TEACHER LIBRARIANS, EARLY LEARNING SPECIAL EDUCATION COACHES, FOOTBALL COACHES, YEARBOOK SPONSORS, EVALUATION COACHES, GYMNASTICS COACHES, SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, HEARING/VISION ASSESSORS, INNOVATION COACHES, ESL INSTRUCTIONAL COACHES, SPECIAL EDUCATION INSTRUCTIONAL COACHES, LACROSSE COACHES, BILINGUAL INSTRUCTIONAL COACHES, JCEA PRESIDENT, OCCUPATIONAL THERAPISTS, SWIM COACHES, PHYSICAL THERAPISTS, OUTDOOR LAB EDUCATORS, OUTDOOR LAB COORDINATORS, CHEER COACHES, ESL EDUCATORS, DIVING COACHES, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SOCIAL EMOTIONAL LEARNING SPECIALISTS, STUDENT SENATE SPONSORS, TENNIS COACHES, WORK-BASED LEARNING SPECIALISTS, SPEECH / LANGUAGE PATHOLOGISTS, PROGRAM SPECIALISTS, INDUSTRIAL ARTS TEACHERS, REGISTERED SCHOOL NURSES

# Jeffco Public Schools Master Negotiated Agreement



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Effective 08.01.2021 through 07.31.2024

SPECIAL EDUCATION TEACHERS, GOLF COACHES, MATH INTERVENTIONISTS, WRESTLING COACHES, READING INTERVENTIONISTS, THEATER SPONSORS, VOLLEYBALL COACHES, SIGNIFICANT SUPPORT TEACHERS, CENTER BASED LEARNING SPECIALISTS, TITLE 1 READING INTERVENTIONISTS, EARLY CHILDHOOD TEACHERS, HOMEBOUND TEACHERS, AUTISM SPECIALISTS, STEM TEACHERS, ADAPTIVE PHYSICAL EDUCATION TEACHERS, ART TEACHERS, MUSIC TEACHERS, PHYSICAL EDUCATION TEACHERS, ELEMENTARY TEACHERS, ESL TEACHERS, SECONDARY TEACHERS, GIFTED & TALENTED TEACHERS, INSTRUMENTAL MUSIC TEACHERS, FIELD HOCKEY COACHES, HEARING DISABILITY TEACHERS, BAND DIRECTORS, BASKETBALL COACHES, MULTIPLE DISABILITIES TEACHERS, TEEN MOTHER TEACHERS, VISUAL DISABILITY TEACHERS, PROFESSIONAL LEARNING SPECIALISTS, EDUCATIONAL TECHNOLOGY SPECIALISTS, SKI COACHES, LITERARY INTERVENTION SPECIALISTS, CURRICULUM SPECIALISTS, CHEERLEADING COACHES, SPEECH AND DEBATE COACHES, TEACHERS ON SPECIAL ASSIGNMENT, LIBRARY SERVICES COORDINATORS, ICE HOCKEY COACHES, CENTER BASED TEACHERS, CURRICULUM & CONTENT SPECIALISTS, CHOIR DIRECTORS, THEATER TECHNICIANS, SWIM COACHES, CROSS COUNTRY COACHES



**Board of Education**

Susan Harmon	President
Brad Rupert	1 <sup>st</sup> Vice President
Richard Rush	2 <sup>nd</sup> Vice President
Susan Miller	Treasurer
Stephanie Schooley	Secretary

**Superintendent of Schools**

Tracy Dorland

**Negotiation Team**

Kayla Mack	Mediator, Federal Mediation and Conciliation Service
Emily Rife	Mediator, Federal Mediation and Conciliation Service
David Bell	Chief Human Resources Officer
Jim Branum	Legal Counsel, Caplan and Earnest
Arianne Burger	Director of Employee Relations
Kristin Edgar	Legal Counsel, Caplan and Earnest
Beth Elmgreen	Community Superintendent
Eric Everding	Community Superintendent
Matt Flores	Chief Academic Officer
Jen Kirksey	Principal, Connections Learning Center
Nicole Stewart	Interim Chief Financial Officer
Wendy Woodland	Principal, West Jefferson Elementary School



**Executive Committee**

Brooke Williams	President
Dale Munholland	Vice President
Rhiannon Wenning	Secretary, CEA Board
Ernest Garibay	Treasurer
Angie Anderson	CEA Board

**Negotiation Team**

Robert Cassidy	Teacher, Standley Lake High School
Lisa Elliott	JCEA Uniserv Director
Ernest Garibay	Teacher, Standley Lake High School
Kevin Gomez	Teacher, Alameda Jr/Sr High School
Anthea Justice	Learning Specialist, Ryan Elementary School
Michelle Moehlis	Teacher, Green Mountain High School
Dale Munholland	Teacher, Pomona High School
Tony Tochtrop	Digital Teacher Librarian, Molholm and Colorow Elementary Schools
Brooke Williams	JCEA President
Christy Yacano	Digital Teacher Librarian, Sierra Elementary School

**JCEA Board**

Elizabeth Morgan	Professional Practices Action Team Chair, Lakewood High School
Michelle Moehlis	Negotiations and Advocacy Action Team Chair, Green Mountain High School
Cory Bissell	Organizing Action Team Chair, Hackberry Elementary School
Jon Cefkin	Political Action Team Chair, Lukas Elementary School
Elizabeth Kantner	Community Outreach Action Team Chair, Arvada High School
Sidney Slifka	Communications Action Team Chair, Westgate Elementary School
Sarah Gallagher	Ethnic/Minority Action Team Chair, Everitt Middle School
Kendall Bolton	Early Educator Action Team Chair, Van Arsdale Elementary School

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## **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 shared leadership. 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. Our community has an increasingly diverse population with regards to ethnicity, religion, language, sexual orientation, gender identity, cultural backgrounds, age, socio-economic status, national origin, and people with different abilities. We strive to create a welcoming environment for all.

The Board and the Association commit to remedying inequities and ensuring the fair treatment and equitable access to a quality education for all students within the District.

The Board and the Association further commit to remedying inequities and ensuring the fair treatment and equitable access to employment opportunities for educators of color within the District.

The Board recognizes it must take historical, social, and institutional factors into account in educating students of color and attracting and retaining educators of color, in order for the District to achieve and maintain racial educational equity for all students and racial employment equity for all educators.

The Board and the Association agree and are committed to promoting the success of all students and working actively to eliminate institutional and structural policies and practices that perpetuate inequities among racial groups and thereby contribute to disproportionality of outcomes and access amongst students of color and educators of color.

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" will mean all non-administrative personnel licensed by the Colorado State Department of Education, including but not limited to teachers in residence, alternative licensure teachers, classroom teachers, teachers on special assignment, counselors on special assignment, special services providers, resource teachers, instructional coaches, nurses, mental health providers, counselors, deans, digital teacher librarians, and part time teachers, as defined in Section 1-11. . The term "educator" will not include persons who teach less than part-time, substitute teachers, or educational assistants.

1-2 If a new position or job title is created which is responsible for the same or similar work duties as a position(s) listed above, and for which a Colorado State Department of Education license is required, then such new position or job title will be considered an educator.

1-3 "Teacher" is defined as any person who holds an interim, alternative, initial, or professional teacher license and who is employed by the District to instruct, direct, or supervise an education program. C.R.S. 22-63-103(11)

1-4 The term "Board" shall mean the Board of Education of Jefferson County School District, R-1 in the State of Colorado.

1-5 The term "Association" shall mean the Jefferson County Education Association.

1-6 The term "School District" or "District" shall mean the Jefferson County School District R-1 in the State of Colorado.

1-7 The term "Superintendent" shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.

1-8 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.

1-9 The term "school day" shall mean the continuous period of time each day an educator is assigned teaching and school-related duties. "Student day" is the time when students are in attendance at school.

1-10 The term "business day" shall mean Monday through Friday unless a District holiday. A "business day" may not be a scheduled day for educators.

1-11 "Continuous service" shall mean the length of service as a full-time contracted educator of the District, including time spent on a short-term approved leave in accordance with Article 13 of this Agreement.

1-12 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.

1-13 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.

1-14 The term "contract year" and "work year" shall be the number of days an educator is contracted to work each year.

1-15 The term “Professional Practices Evaluation Rating” shall also be known as the PPER and those terms may be used interchangeably in this Agreement.

## **Article 2**

### **2 Reservation of Management Rights**

2-1 The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any educator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect. The parties agree to address such provision or application as a mutual opener at the next regularly scheduled bargaining session or, if mutually agreed, prior to the next regularly scheduled bargaining session.

2-2 The District and the Association will carry out the commitments contained herein and give them full force and effect.

2-3 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy and procedure currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

## **Article 3**

### **3 Association Relationship**

3-1 The Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 in matters involving wages, hours and other terms and conditions of employment affecting educators until July 31, 2024. The term of this Agreement shall commence August 1, 2021, and will expire on July 31, 2024, 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, and will not be granted to any other educator organization which seeks to represent educators in the matters set forth in Section 3-1. The granting of these rights and privileges will 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 will reimburse the District for the president's salary, plus the actual cost of all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District. If applicable, the president will maintain non-probationary status and will maintain all rights and privileges of an educator in accordance with the Agreement, including applicable vertical salary increases and/or longevity increases provided during the president's term. The District will collaborate to find a mutually agreeable position at the end of the JCEA president's term in office.

3-4 The president of the Association, as well as JCEA Staff and CEA Staff who have completed an access request approved by the District and are assigned to JCEA, will have the right to visit schools. All visits will be coordinated with the principal or the principal's designee in advance, and any JCEA leader participating in the visit will be identified. All visits will be conducted in a manner that does not disrupt the educational process in the school.

3-5 Subject to the use restrictions as set forth in District policy GBEE (Staff Use of the Internet and Electronic Communications), and any other applicable District policies, the Association will have the right to use school and District facilities and may use school communication facilities including but not limited to bulletin boards and email and physical mail boxes at work sites and District communication facilities limited to bulletin boards, physical mail boxes, and the District's general email system. The District will problem-solve with the Association to support timely delivery of Association electronic communications.

3-6 The Association will have the right to have an Association representative(s) at each building. The Association representative will not be subject to any disciplinary or punitive actions due to their participation as representative. The Association Representative will have the right to carry on Association business when it does not interfere with any educators' responsibilities for teaching and/or other school activities.

3-7 The District conducts work with many committees and groups, which engage educators and the JCEA for support and input. The District will request nominees from JCEA for committees which allow for educator representation. The District will seat JCEA appointees to committees equal to other stakeholder groups that are specific to collective bargaining provisions, specifically benefits plan committees and voluntary retirement plan committees, and the performance evaluation committee (1338). Other committees which will accept appointments from the Association are the teacher advisory committee (2) and the calendar committee (2). Superintendent committees may consider JCEA recommendations, however, composition of Superintendent committees remains the charge of the Superintendent or designee. Any committee membership structures defined

by rules, bylaws or statutes, will not be superseded by this article. Each July, the District will supply the Association a list of active committees and any available information regarding membership/appointment timelines. In the event that a new committee is created which requires educator representation, the District will notify the Association. The Association may inquire at any time about the provisions of committee membership, and current committee membership.

3-8 The Board agrees that it will not discriminate against any educator with respect to hours, wages or any terms or conditions of employment by reasons of membership (or lack thereof) in the Association, participation (or lack thereof) in any lawful activities of the Association, or institution of any grievance, complaint or proceeding under this Agreement.

3-9 The District agrees to support a school and workplace climate conducive to teaching and learning that is free from harassment and bullying behavior defined as a pattern of written or verbal expressions, physical or electronic acts or gestures that are intended to coerce, intimidate, or cause any physical, mental, or emotional harm. Educator complaints arising pursuant to this Section 3-9 will be handled pursuant to complaint procedures set forth in District Policies GBAA or GBK, as applicable. The person who is the subject of the complaint or anyone who reports to that person will not investigate or decide the outcome of the complaint.

3-10 The Association will be provided the opportunity to participate in events during new educator induction for the purpose of discussing new educators' professional responsibilities to their students and their profession, and introducing new educators to the Association and its mission. The Association will coordinate its involvement with the appropriate District departments.

3-11 Dues Deductions

3-11-1 The District agrees to deduct from employee's salaries, dues for the JCEA as employees individually and voluntarily authorize, and to transmit the monies to the JCEA or its designated agent.

3-11-2 Each month the District will provide the JCEA with a list of those employees who have voluntarily authorized the district to deduct dues including names, worksites, employee id numbers, and job titles.

3-11-3 The JCEA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.

3-12 The District will provide the Association with a list of all educators in the bargaining unit each month including names, employee id numbers, job title,

worksite, department name, original hire date, contract type, FTE, and District email address. New hire information will be provided as soon as it is available in the same manner July 1, and August 1.

## **Article 4**

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

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

4-1-1 The provisions of this Agreement will become effective August 1, 2021, and will continue and remain in full force and effect until midnight, July 31, 2024, except as set forth below.

4-1-2 Pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this Agreement pertaining to compensation and benefits, including but not limited to salary advances and cost of living allowances; employee health and welfare benefits and the District contribution towards those benefits; additional performance pay; additional coverage pay; outdoor lab pay; and sick leave payout, will be subject to reopening each year of the Agreement.

4-1-3 The Board, through its designated representatives, will meet with representatives of the Association and will negotiate for the purpose of modifying this Agreement. In addition to compensation and benefits, each party to this Agreement will have the option to submit two (2) articles of their choice for negotiation in 2022 and 2023. The intent to negotiate and the two articles to be discussed will be communicated between the parties by February 1st of each year. In addition, each year the parties agree to correct clerical errors, such as typographical errors or the addition or omission of a word, number, or phrase.

4-1-4 Written requests for negotiation of a successor agreement may be submitted by either party to the other through their respective representatives. Such written requests will be submitted no later than February 1, 2024. Such requests will specify the subject matter to be considered and will include any subject or matter which either party deems important to the welfare of the educators and/or the School District. A written acknowledgment of the request will be made within ten (10) business days of the receipt of the request.

4-1-5 Each year, the Board and the Association, through their representatives, will develop jointly, reduce to writing, and mutually approve the procedures for negotiations. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party, provided that the first meeting will be held no later than the 1st day of March. The parties may extend the date of the

first meeting by mutual consent. The parties will attempt to reach agreement by May 31st. It will be the duty of both parties to negotiate in a timely fashion and in good faith.

4-1-6 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange points of view, and make proposals and counterproposals. The parties will track tentative agreement on specific language proposals, or portions thereof, as bargaining progresses. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations. JCEA reserves the right to protect confidential information about members.

4-1-7 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4-1-8 Negotiation sessions between the bargaining teams will be conducted in accordance with applicable statutory requirements.

4-1-9 The parties agree that bargaining sessions will be scheduled during educators' working hours only as a last resort. If bargaining must occur during educators' working hours, as determined by mutual agreement of the parties, the District will provide substitute teachers as needed.

4-1-10 When an unforeseeable event occurs which could have an ongoing and substantial impact on working conditions, the parties agree to meet in a timely manner to discuss any changes in working conditions necessitated by the event.

#### 4-2 Adopting Agreements

4-2-1 Tentative Agreements reached as a result of negotiations will be reduced to writing and presented to the Board of Education and the Association membership as soon as practicable upon the conclusion of negotiations. The Association will 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 will constitute ratification.

4-2-2 If the Association membership does not ratify the tentative agreement the parties will meet to determine next steps.

4-2-3 Within thirty (30) business days following ratification by the Association, the Tentative Agreement will be presented to the Board. The Board may vote to accept or reject the ratified Tentative

Agreement. If approved, the final Agreement will be signed by the Board and the Association.

#### 4-3 Impasse Resolution

4-3-1 Either party may declare impasse if no progress is being made on the matters 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 will 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 will 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 will 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 will 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 will 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 will 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 will 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 will move to fact finding.

4-4-4 The costs of mediator services, including per diem expenses, if any, and actual and necessary travel expenses, will be shared equally by the Board and the Association.

#### 4-5 Conducting Fact Finding

4-5-1 The parties will 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 will be selected in the same manner as set forth in Section 4-3-2.

4-5-2 The parties will prepare a list of all items agreed upon to date as well as those items to be submitted to fact finding. Each item being submitted to fact finding will show the last position taken by each party. This list will be signed by the spokesperson or chief negotiator of both negotiating teams and presented to the fact finder.

4-5-3 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 hold at least one meeting with the parties to discuss procedural rules and other matters relevant to any hearings to be conducted.

4-5-4 The parties will be permitted to be represented during fact finding by attorneys or advocates. All communications with the fact finder will be through the parties' attorneys or advocates. Each party will copy the other on all written communications to the fact finder. There will be no ex parte communications with the fact finder.

4-5-5 The fact finder will produce a report containing the findings of fact and recommendations within twenty (20) business days of the final meeting. Findings of fact and recommendations are non-binding on the Board of Education.

4-5-6 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.

4-5-7 The respective parties will 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.

4-5-8 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, will be shared equally by the Board and the Association.

4-5-9 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 will be provided to the fact-finder. The party requesting a transcript will pay the costs thereof, except that if the other party will request a copy of any transcript, it will share equally the entire cost of making the transcript.

4-5-10 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

#### 4-6 Maintenance of Status Quo

4-6-1 Provided the parties have begun the impasse resolution procedures set forth above prior to midnight on July 31, 2024, the terms and provisions of this Agreement will remain in full force and effect until the earlier to occur of (1) the parties enter into a successor Agreement, or (2) the parties complete the impasse resolution procedures and the Board acts pursuant to Article 4-5-9 above.

## **Article 5**

### 5 Time Management

5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.

5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.

5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators' time (referred to in this article as the "Scheduling Committee"). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, late start, early dismissal,

extended day, etc.). The schedule designed by each school otherwise must adhere to the following parameters:

5-3-1 The schedule must comply with and align with the academic year schedule developed and publicly released by the District.

5-3-2 Except as set forth below, the work year will not exceed one hundred eighty-five (185) days. If a licensed professional works beyond 185 days the educator will earn the per diem rate of 1/185th of their annual salary for each additional day worked, and the additional days will be mutually agreed to.

5-3-2-1 Secondary counselors shall work ten (10) additional days per year, unless the counselor and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.

5-3-2-2 Digital Teacher Librarians shall work six (6) additional days per year, unless the teacher librarian and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.

5-3-2-3 Nurses, Instructional Coaches and TOSAs may agree, upon request of an authorized administrator, to work days in addition to the standard base contract. These days will be planned in accordance with Article 17-10-2. In certain cases, and with mutual agreement of the authorized administrator and the educator (as noted above), an alternative schedule of 185 days may be created. This schedule must be reviewed and approved by Human Resources in order to not impact earnings, leaves, insurances, retirement benefits, etc. Alternative schedules will be documented by the educator and the authorized administrator.

5-3-2-4 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"), including a daily thirty-minute duty-free lunch, 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 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. The additional 22.5 hours may be scheduled by the scheduling committee and will include activities such as, but not limited to, parent-educator conferences, Back-to-School Nights, Open House, PTA meetings and graduation. If hours remain after parent and community events are scheduled, the remaining hours may be used for other purposes to further the educational mission of the school.

5-3-4 Non-contact days will be used for teacher-directed professional activities and District or building-directed professional development. Regional or articulation area meetings of educators with similar curricula are encouraged on District-wide non-contact days for vertical and horizontal team meetings. Beginning in the 2022-2023 school year, of the scheduled non-contact days, at least two days in August and one day second semester in at least half day blocks, will be reserved for educator-directed activities.

5-3-5 Educators will have a duty-free lunch of no less than thirty (30) minutes, exclusive of passing and inter school travel time. Lunch is considered part of the forty hour work week. Licensed professionals may leave the building during their duty-free lunch provided their absence does not interfere with scheduled duties.

5-3-6 At least two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee will allocate at least 225 minutes for individually directed planning time in no less than 30-minute blocks. In elementary and middle schools (K-8), individually directed planning time will occur during the student day when possible, and at least three days per week. Collaborative or PLC planning time should be in addition to, not instead of, individual planning time.

5-3-7 An educator who uses their planning period to cover a class due to a lack of a substitute will be compensated at 20% of the daily base substitute pay for each clock hour. Educators will be compensated for taking on additional students due to the lack of a substitute educator with the proportion of the daily base substitute rate that otherwise would have been paid to the substitute teacher which align with the proportion of students added to their class. Substitute coverage pay will be made automatically without the need for educators to request it.

Educators who are not classroom teachers will also be compensated, despite not having planning time labeled on their schedules. School collaboration processes should be used to establish a substitute coverage protocol that includes all licensed staff.

5-3-8 Educators who must travel within the work day shall be scheduled with adequate time for travel, a duty free lunch, and planning time. Mileage for such educators will be paid in accordance with IRS guidelines.

## **Article 6**

### **6 Professional Development**

6-1 For educators to be as effective as possible, they must expand their knowledge and skills to implement the best educational practices. Professional development should be designed collaboratively as a part of the school improvement process and aligned with District goals. Systemic practices should be developed to ensure improvements in student achievement.

6-2 Each school's collaborative leadership team will be responsible for scheduling, designing, and implementing school-based professional development. When planning for school-based professional development, each school should have the autonomy to develop appropriate and effective professional development that is tailored to serve students and educators. Facilitators of professional learning should have training and/or expertise in best practices.

6-3 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 but must occur during contract hours or include paid additional duty pay, even if a prerecorded webinar. The District will collect educator feedback on professional development, which will then be utilized to plan future professional development. The District will provide opportunity for anonymous feedback.

6-4 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. When possible, the District will provide professional development aligned with CDE recertification requirements.

6-5 Professional development should be aligned with the teaching skills described on the evaluation rubric. Educators should be offered differentiated professional development based on their areas of need as identified by the evaluation process, individual growth goals, performance management cycle,

and school improvement plan, including differentiated induction and mentoring programs for newly hired educators.

6-6 Professional development should be relevant to educators and their positions. If the required professional development is not relevant to an educator's role, the educator will have opportunities to participate in alternative sessions that are designed for their particular role. Since professional development is part of the collaborative planning process, relevance for different groups of educators will be addressed during the planning stage.

6-7 An annual amount of \$62,400 subject to approval of the budget, will be available and managed in the Human Resources Department to provide funds for educators who desire to attend instructional area conferences with prior approval of the appropriate District administrator. A Professional Growth Committee consisting of four (4) classroom educators appointed by the Association, and one (1) administrator appointed by the Superintendent or designee will review all applications for professional growth funds and make appropriate recommendations.

6-8 The District will encourage and support educators seeking National Board Certification.

## **Article 7**

### **7 Evaluations**

#### **7-1 Educator Evaluations**

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

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

7-1-2 Both parties recognize that evaluations serve as a basis for:  
The improvement of instruction,  
Enhancement of the implementation of programs of curriculum, and  
The measurement of professional growth, development, and level of performance of licensed personnel.

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

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

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

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

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

7-1-8 In order to be included in an educator's evaluation, concerns from students, parents, colleagues or other District staff must be vetted and shared with the educator in a timely manner, and the educator must have been given an opportunity to respond.

7-1-9 The evaluation process will begin at the beginning of the school year and be completed in the spring, no later than mid-May. There shall be a mid-year conference between educator and evaluator to review the progress of the educator. Each educator will be given a copy of the final evaluation report prepared by the evaluator at least one (1) school day before the conference to discuss it. No report will be submitted to central administration, placed in the educator's files, or otherwise acted upon without a prior conference with the educator. Such report must be signed by both parties to indicate only that the report was reviewed.

7-1-10 A component of non-teacher, educator evaluations will include student-outcomes. Measures of student-outcomes will be determined by the educator and shall be approved by administration.

## 7-2 Specific Attributes of Teacher Evaluations

7-2-1 A teacher's evaluation will contain some proportion of student growth data and the evaluation of the teacher's professional practices. The student growth portion of the evaluation will be determined by the Superintendent with input from the 1338 Committee.

### 7-2-2 Observations for Evaluating Professional Practices

7-2-1-1 In evaluating a teacher's professional practices, probationary and non-probationary teachers will be formally observed before winter break by an evaluator in compliance with state law. The evaluator should spend sufficient time in the classroom and/or in observation of assigned job responsibilities to justify the conclusions contained in the evaluation. Generally, this should be a full class period for secondary teachers and a whole lesson for elementary teachers.

7-2-1-2 Observations may be scheduled in advance or may be unannounced. Scheduled observations will not require a preconference, but if requested by either party, a conference will occur. After an unannounced visit, a follow-up visit will be scheduled upon request of the teacher.

7-2-1-3 A post observation dialogue between the teacher and the evaluator shall be held within five (5) school days (unless mutually agreed upon with both the administrator and teacher) after each formal observation for the purposes of delivering constructive feedback and identifying any areas of concern that could lead to a less-than-effective evaluation. Post observation dialogues will include evidence gathered from the observation and the teacher documented on designated District forms. Teachers are encouraged to share evaluation feedback with a peer who can assist them, such as instructional coaches, department chairs or other colleagues.

7-2-1-4 Numerous informal classroom visits of varied lengths may provide additional data for the evaluation process. Although each informal classroom visit does not require formal documentation, teachers will be provided feedback from the informal observations. As data is gathered over time, teachers will receive updated performance feedback. A conference will be held if performance declines or if either party requests one.

7-2-1-5 Evaluators who have performance concerns about the overall effectiveness of a non-probationary teacher may conduct additional formal observations.

7-2-1-6 The final evaluation conference for probationary teachers will ordinarily be held by mid-April. The professional practices portion of the evaluation for non-probationary teachers will ordinarily be completed by early May and the final conference ordinarily held by mid-May.

7-2-1-7 Instructional Coaches may participate in post-observation conferences with the consent of the educator being evaluated. The purpose of such participation is to understand performance concerns so as to assist the educator by monitoring progress and providing strategies for improvement. Any informal observation by the instructional coach shall not be included in the formal evaluation but shall be for assisting the educator in improving instructional practices.

7-2-1-8 The formal evaluation of teachers in a split-school assignment shall be completed by an evaluator in the building where the majority of the educational responsibilities occur unless otherwise agreed to by the school administrators.

### 7-3 1338 Committee

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

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

### 7-4 Notice of Performance Deficiencies

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

7-4-1 If performance expectations are not met by an educator, a Performance Improvement Plan (PIP) shall be issued to the educator as soon as possible, but no later than January 30th. An educator will have

a minimum of six to ten (6-10) weeks to successfully meet the expectations contained in the PIP. At the end of that time, the plan can be ended if expectations have been met, or extended if expectations are not being met. If performance concerns arises after January 30th, a PIP can still be issued but the concerns will be provided to the educator as soon as practicable.

7-4-2 Any areas of deficiency or less-than-effective performance shall be addressed in a written PIP and will include the following:

- A. Identification of specific indicators from the rubric that are rated less-than-effective.
- B. Specific recommendations to improve performance in order to achieve an overall effective rating.
- C. Identification of acceptable levels of performance from the rubric.
- D. An improvement timeline including regular conferences between the educator and evaluator.
- E. A description of assistance the evaluator will make available to the educator.

7-4-3 After an educator receives a PIP, additional supports will be made available to the educator, when appropriate, including but not limited to, release time for peer observation, additional professional development, instructional coaching, etc. It is the educator's responsibility to take advantage of the additional supports. It is the evaluator's responsibility to monitor progress and provide regular, timely feedback.

7-4-4 If the evaluator believes the alleged performance deficiencies of an educator justify non-renewal or dismissal, the educator should be specifically advised of the alleged deficiencies and that failure to correct them may result in a recommendation for dismissal or nonrenewal.

7-4-5 If a recommendation for non-renewal or dismissal is made by the evaluator, written notification must be provided to the educator prior to the meeting of the Board at which action is to be taken. Notice of non-renewal of a probationary educator shall be provided to the educator prior to June 1st in accordance with state law.

7-4-6 An educator who is recommended for non-renewal or dismissal should be provided a copy of the final evaluation document before the recommendation for dismissal or non-renewal is submitted to the Board of Education.

7-4-7 Nothing contained in this Article 7 shall be construed as a limitation on the District's authority to address performance and misconduct concerns separately. This may result in an educator receiving a PIP to address performance deficiencies and also receiving formal counseling or other forms of discipline to address misbehavior or misconduct.

## 7-5 Evaluation Appeals

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

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

The evaluator did not follow established evaluation procedures and the failure to do so had a material impact on the final evaluator rating that was assigned (e.g., an observation was never completed or feedback was never shared with the educator).

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).

The educator being evaluated believes evidence was ignored or not considered in the process and this evidence would have a material effect on the final evaluator rating that was assigned.

### 7-5-2 Step One – Administrator Meeting

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

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

### 7-5-3 Step Two – Community Superintendent Inquiry

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

involved at Step One, a different Community Superintendent will be assigned at Step Two.

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

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

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

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

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

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

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

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

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

7-6-1 The following requirements will apply to the appeal process for a non-probationary teacher to appeal a second consecutive less-than-effective evaluation. For purposes of the appeal process, a rating of ineffective and a rating of partially effective are considered less-than-

effective and will carry the same consequence. A teacher will lose non-probationary status after receiving two consecutive ratings of less-than-effective evaluations. The appeal process shall allow for a final determination of the teacher's professional practices rating and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment or termination.

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

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

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

The evaluator did not follow evaluation procedures outlined in this Article and the failure to do so had a material impact on the final professional practices rating that was assigned (e.g., an observation was never completed or feedback was never shared with the teacher); or

The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for whom the teacher was not responsible).

7-6-4 A teacher must file their appeal to Employee Relations within ten (10) business days after receiving their final professional practices rating. The appeal process shall conclude no more than thirty (30) business days after receipt of the final professional practices rating. These time requirements may be waived by mutual agreement of both the teacher and the District.

7-6-5 A teacher is permitted only one (1) appeal for the second consecutive less-than-effective evaluation rating. A teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed will be deemed waived.

7-6-6 Review Panel and Process

7-6-6-1 An advisory review panel of no more than six (6) members, equal numbers of educators and administrators, will be empaneled to review the teacher's evaluation. Members

cannot have been directly involved in the evaluation process for the appealing teacher, employed at the appealing teacher's school, or related to the appealing teacher. The Superintendent will not be a member of the review panel but will have the authority to appoint administrative members. The Association will select the educator members.

7-6-6-2 Panel members shall be selected and trained regarding the evaluation and appeal procedure in a manner designed to ensure the credibility and expertise of the panel members. A process will be developed to ensure continuity of the review panel members.

The appealing teacher shall be given the opportunity to provide evidence to the review panel in writing. The review panel shall review any written information provided by the appealing teacher prior to meeting to render a recommendation. The review panel may invite the teacher or educator's principal to present information or evidence in writing where clarification is necessary; however, the teacher and principal shall have the right of refusal without prejudice.

In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the Superintendent if the panel is not able to reach unanimous consent.

7-6-7 The Superintendent shall be the final decision-making authority in determining a teacher's final evaluation rating and whether a non-probationary teacher shall lose non-probationary status. The Superintendent shall provide a written rationale for the final determination.

7-6-8 If the Superintendent determines that a rating of less-than effective was not accurate but there is not sufficient information to assign a rating of effective; the teacher shall receive a "no score" and shall not lose non-probationary status. However, if in the following academic school year that teacher receives a final less-than effective rating, this rating shall have the consequence of a second consecutive ineffective rating and the teacher shall be subject to loss of non-probationary status.

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

## Article 8

### 8 Licensed Educators, Resources and Class Size/Case Loads

8-1 The District and the Association have a shared commitment to providing a broad-based, consistent education to all Jeffco students. This includes an educational program that seeks to educate the whole child as well as to support schools in meeting the strategic vision for the District as communicated by the Board of Education and the Superintendent. Principals and educators will work together as outlined in Article 10 in creative ways to ensure a student-centered focus in their buildings.

8-2 To achieve such a broad-based goal, professional educators from many disciplines are necessary including world language, fine arts, physical education and other elective educators, physical health professionals, mental health professionals (Psychologists, School Counselors, Social Emotional Learning Specialists [SELS], Social Emotional Learning Counselors for Gifted and Talented [GT SELC], and Social Workers), Digital Teacher Librarians, special education educators, preschool 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 post-secondary workforce ready in the 21st century.

8-3 Buildings are equipped to use the American School Counselor Association (ASCA) standards, Collaborative for Academic, Social and Emotional Learning (CASEL) competencies, and the district model for Social Emotional Learning (SEL) implementation to help educators and mental health professionals 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 the District or other organizations to ensure that all students receive necessary assistance to support development and growth.

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

#### 8-4-1 Classroom Educators

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

The District will ensure that staff has adequate resources to deliver instruction appropriate to their specialties. This includes resources to support curriculum and standards as adopted by the district. Before new standards and/or curriculum are implemented, educators will be provided with resources to deliver this instruction effectively.

#### 8-4-2 Digital Teacher Librarians

The Digital Teacher Librarian (DTL) serves as co-teacher/instructional partner with classroom teachers, digital literacy instructor, curriculum specialist, building-based leader of technology and information literacy, and resource manager within the school community. DTL's are a core component of the instructional leadership of the school due to their wide depth of knowledge and connections to every single stakeholder in the school including parents. An educator who either holds a valid license and has a teacher librarian endorsement or has completed, or is willing to complete, the District Digital Teacher Librarian (DTL) certification may fulfill the role of the Digital Teacher Librarian. Failure to complete the induction courses or make adequate progress towards the DTL certification may result in displacement from the Digital Teacher Librarian position.

DTL's responsibilities are outlined in their job description and evaluation rubric. Other responsibilities, including teaching a class, will be assigned only on a limited basis and after a collaborative conversation and agreement by the DTL.

#### 8-4-3 Mental Health Providers: School Counselors

School Counselors design and deliver a comprehensive school counseling program that aligns to their school's academic mission and unified improvement plan to positively impact student outcomes. They lead, advocate and collaborate to promote equity and access for all students. To achieve this, they utilize the ASCA ethical and professional standards, student standards, and a 4-phased data based decision-making model.

School Counselors are required to complete their master's degree from an institution that is accredited by The Council for Accreditation of Counseling and Related Educational Programs (CACREP). They hold a

Special Services Provider License from the State of Colorado that validates their qualifications to provide social/emotional, postsecondary and academic support to all students. 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 School Counselors is to effectively and efficiently implement the 4-phased data based decision-making model as defined by ASCA: define, deliver, manage and assess. They leverage universal, targeted and intensive support to meet the complex needs of their building. To maximize student outcomes, eighty percent (80%) or more of a school counselor's time should be spent providing core curriculum, individual student support, responsive services, referrals, consultation and/or collaboration. Twenty percent (20%) or less of a School Counselor's time should be in program planning and school support activities. School Counselors should be part of the 504 team, not the sole member, writer, nor the primary coordinator or provider, of the 504 team. School Counselors can assist in proctoring testing but should not be the school's assessment coordinator.

School Counselors will have adequate time for ongoing professional learning that is relevant to their roles, participate in department and cross district collaboration, and have at least 45 minutes of daily planning time.

8-4-4 Mental Health Providers: Social Emotional Learning Specialist, GT/Social Emotional Learning Counselor, Social Workers & School Psychologist

The District and the Association recognize that Mental Health Providers (Social Emotional Learning Specialists [SELS], Social Emotional Learning Counselors for Gifted and Talented [GT SELC], Social Workers, and Psychologists) are necessary to provide services for students in need. Students are not ready to engage in formal learning until they feel physically and psychologically safe. School psychologists provide direct support and interventions to students; consult with teachers, families, and other school-employed mental health professionals (i.e., school counselors, school social workers, SELS, etc.) to improve support strategies; work with school administrators to improve school-wide practices and policies; and collaborate with community providers to coordinate needed services. School Social Workers are the link between school and community in providing services to students, families and school personnel to promote and support students' academic and social success. SELS are mental health professionals with specific expertise in tiered social emotional learning interventions. SELS support school-based implementation across positive school climate and culture, SEL direct instruction and/or coaching, and targeted

supports utilizing data-based decision making to ensure increased outcomes of implementation. GT SELC's work with students in GT Center Schools. Focus is on providing appropriate instruction to be sure that both the unique academic and social emotional needs of both gifted learners and twice exceptional learners are addressed and appropriate interventions are provided.

## 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 could benefit from smaller class sizes and some could benefit from larger class sizes, thus the need for flexibility for larger sizes, especially in areas such as band, orchestra, choir, etc.

8-5-2 Class configurations and educator workload can best be determined at the school level, collaboratively between administrators and educators within contractual limits. Schools will use the collaborative structures outlined in Article 10 to determine class configurations and workloads that are optimal for that school. Consideration will be given to high needs schools and individual classes with disproportionate numbers of students with identified needs. Soliciting input from all stakeholders may be a part of this process.

8-5-3 Educators and administrators will work collaboratively to ensure equitable workloads for educators considering the desired student outcomes. Collaborative conversations about equitable workloads will take place throughout the school year, as enrolling/disenrolling students may change class composition. Equitable workload will include but not be limited to number of course preparations, amount of grading required, and students with identified needs.

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

8-5-5 Elementary Classroom Ranges:

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

For classes above the guidelines, the principal will work collaboratively with the affected educator to ensure adequate support.

8-5-6 Digital Teacher Librarian and Counselor Caseload description:

Position	Guidelines for Caseload
Digital Teacher Librarian (DTL)	Every school will provide at a minimum one-half-time Digital Teacher Librarian. Schools with more than 400 students will provide a full-time Digital Teacher Librarian. Temporary adjustments to Digital Teacher Librarian staffing during the budgeting and staffing process will be through the variance process (see Article 16) and will be supported by the school collaborative committee the Community Superintendent, and approved by the variance committee.
Elementary Counselor(s)	Elementary schools will consider the utilization of a school counselor as a component of their mental health team if supported by the community needs or school improvement plan.
Secondary Counselor(s)	Secondary counselors will have a caseload of 300-400 students per counselor. Schools will work collaboratively and take into account the unique needs of the student population served, the community needs, as well as the school improvement plan to determine if a smaller caseload or different staffing model is needed. For example, mobility rates, free and reduced lunch status, Title 1, changes in demographics, graduation rates, SRA data, 504 data dropout rates, etc.

8-5-7 The maximum student load for secondary educators' teaching assignments will be 150 students per grading period. It is best practice to keep secondary class sizes to a 30 student maximum. To exceed the maximum, the principal will collaborate with the affected educator prior to making caseloads over the maximum, to ensure that course objectives and safety standards can be met with the additional students and to address other needs of the educator. Laboratory

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

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 (such as delivering a preplanned lesson) or assessment of student performance. Assessment, if required, will be limited to pass/fail; complete/incomplete.

8-5-9 Secondary educators will have an opportunity to have a collaborative conversation with the school administrator if the administrator requests a schedule that requires more than three (3) preparations in a semester/trimester. This conversation will include review of other schedule options and resources to support more than three (3) preparations.

## 8-6 Preschool Educators

8-6-1 Preschool educators provide a foundation of social emotional skills, academic skills, and readiness to learn. Children who attend quality preschool programs are better prepared for kindergarten and elementary school, are less likely to need special services, more likely to graduate high school, and more likely to overcome socio-economic disparities. Accordingly, the District has invested in preschool programs by hiring an increasing number of licensed preschool educators.

8-6-2 Preschool educators will receive planning and duty-free lunch time in the workday. School administrators will have access to supports from Early Childhood Office regarding preschool pedagogy, evaluation of preschool teachers, and other identified areas. Professional development required by the District or the state will be completed during school hours or paid by the hourly rate.

8-6-3 The ratio of adults to students in preschool programs will follow state regulations.

## Article 9

### 9 Student Discipline and Educator Assistance

#### 9-1 Student Discipline

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

9-1-2 In addition, schools will use collaborative practices as outlined in Article 10, when developing specific details of building-level behavior management and student discipline strategies. This could include reviewing annually the student discipline data included in the State Accreditation Report.

9-1-3 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 will maintain its confidentiality and will not communicate it to any other person.

9-1-4 Students may have a safety plan, remediation plan, or a behavior intervention plan developed to support positive behavior. Educators who interact with these students will be advised of the plans and the expectations of staff to support these students and should participate in the development of these plans when necessary. Educators and administrators are expected to adhere to these plans and support positive behavior.

9-1-5 Any incident of physical and/or verbal threat or assault upon an educator will be reported promptly by the educator and will be addressed in accordance with District policies GBGB (Staff Personal Security and Safety and JLI: Student Safety.)

9-1-6 Educators are expected to utilize de-escalation techniques to avoid and prevent the use of force against students. Consequently, the District will make available Crisis Prevention Intervention (CPI) training

as a uniform standard for the use of force in schools. Consistent with CPI standards, the District will not punish an educator for using reasonable force necessary to defend themselves or others from violence. Schools may also choose to implement Restorative Practices and should utilize District resources to implement these practices with fidelity. Educators and administrators should be aware of District policy JKA: Use of Physical Intervention and Restraint and JK: Student Discipline when responding to student behaviors.

9-1-7 Schools will develop protocols for how to address student behavior through the collaborative model outlined in Article 10. The collaborative building structure will use District resources such as the Student Discipline Matrix, Student Family Handbook, and the Prevention and Intervention Manual as a guide for their work. The collaborative structure will address how these protocols will be implemented consistently and clearly, being mindful of avoiding practices that may enable implicit and explicit educator bias.

## 9-2 Aid and Restitution

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

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

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

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

- A. The educator is charged with an offense which is alleged to have occurred in the course and scope of the educator's employment and in the performance of an official duty or function;
- B. The educator has given the District notice of the charge and has requested legal representation by the District but was denied representation; and
- C. Upon the occurrence of one or more of the following:

- i. Criminal charges are withdrawn or dismissed prior to the entry of any plea,
- ii. Criminal charges are withdrawn or dismissed by the court after the entry of a plea of not guilty, or
- iii. The educator is found to be not guilty by a court or a jury and the appeal process is completed.

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

## **Article 10**

### 10 Collaboration and Shared Leadership

- 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, partnership, and shared leadership will 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, including Unified Improvement Plans (UIP) and turnaround plans;
  - 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 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. 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. Collaborative structures will be created for educators who work outside a school setting such as nurses, TOSAs, and itinerant staff.

#### 10-4 District and JCEA Collaboration and Partnership

10-4-1 The Superintendent and/or designees will meet monthly with JCEA leaders and representatives to work collaboratively on district-wide problems and initiatives and to discuss upcoming decision points, new initiatives, strategic directions, and opportunities for partnership. Communication about such discussions will be created jointly. They will work collaboratively on district-wide problems and initiatives. Any topic that impacts educators in Jeffco may be discussed.

10-4-2 The District and JCEA will maintain a central-level Collaborative Working Group ("CWG"), which will meet monthly to focus on (1) communication, (2) addressing mutual issues, (3) identifying opportunities for joint problem-solving, and (4) generally improving the workplace. At a minimum, the CWG will be comprised of the Chief Human Resources Officer, the Director of Employee Relations, the JCEA President, and at least one JCEA staff member. To encourage frank and open discussion, the CWG will have no authority to change, delete, or modify any of the terms of this Agreement or to settle grievances arising under this Agreement. CWG meetings and discussions will not be publicized except for those recommendations that have been mutually agreed upon. The CWG may use outside resources and services, such as the Federal Mediation and Conciliation Services, to develop processes and structures.

#### 10-5 School-Based Collaboration and Shared Leadership

10-5-1 Each school and District department with educators will have in place at least one structure that provides an opportunity for staff-selected representatives to work collaboratively through a shared leadership structure 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. Individuals and departments with educators directly impacted by a decision should be included in such decision-making process. Schools and departments with educators will review their shared leadership structure and decision-making process at least

annually with their entire school and department staff and seek ways to involve parents and students in the collaborative process. To create and maintain a robust shared leadership model, schools and departments may consider the following:

A. School and department staff should consider the following:

- How teams within the school or department are composed (grade level, department, hallway, etc.);
- How tasks and decisions are delegated to collaborative structures and how the members are selected by their peers;
- Designation of decision-making processes (e.g., Command, Collaborative or Consensus), understanding that a good process will include multiple types of decision-making;
- How decisions are communicated to the entire staff.

B. Individual committee/structure(s) should consider the following:

- Meeting norms, including:
  - Schedule, including consistent meeting times;
  - Selection of a neutral facilitator and other roles within the committee/structure, including diversity of participation which may include classified staff, students and parents;
  - Decision-making model, ensuring that decisions are reviewed periodically for relevance;
  - Agenda setting processes;
  - Communication process, ensuring transparency with written records of decisions.
- Accountability, ensuring that stakeholders are consulted regarding decisions that will impact their particular programs, classes, departments, or teams. Committees/structures should also assess their own efficacy at least yearly.

10-6 Multiple methods will be used to train school-based collaboration teams. The District and the Association will work together to help schools design collaborative systems and provide professional learning and support for committees/structures, administrators, and Association Representatives. In schools where collaborative structures are faltering, Association

Representatives, school administration or staff can ask for support from JCEA and/or District resources.

10-6-1 Training may include opportunities at the start of each school year and systems of ongoing review and evaluation of District-level and school-based collaboration structures. This will ensure that principles of collaboration and shared leadership are adhered to and enforced.

10-6-2 The District and the Association agree that schools should decide the details of how their collaboration process will work in their school within the parameters in this article.

10-7 At a minimum, schools will discuss and make decisions about the following issues using their agreed upon collaboration processes and shared leadership structures established pursuant to this Article:

- A. Building implementation of District curriculum, necessary assessments, and any building norms for instructional practices;
- B. Topics and schedule of professional development;
- C. School resource allocation and budget, as well as staffing priorities;
- D. Behavior management and student discipline strategies that are aligned with District protocols;
- E. Method and schedule for 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. Identification of students for school-wide interventions and types of interventions to be used for groups of students (i.e., a robust MTSS process);
- H. Local school expectations for grading and reporting, parent communication, and other tasks that affect student learning;
- I. Expectations and responsibilities for grade-level, content, and other school teams;
- J. A balance between professional autonomy and a collaborative team approach to create continuous improvement;
- K. Hiring practices for licensed professionals in line with Article 12 and HR practices; and

L. Class configuration and size.

## 10-8 Shared Accountability and Conflict Resolution

10-8-1 Structures of collaboration and shared leadership provide educators with the autonomy to do what is best for each student, and the professionals take upon themselves the responsibility for ensuring that high standards of practice are met. In this professional culture, staff and administration will work together to resolve building-based problems and to resolve conflicts with student learning at the center of all such decisions.

10-8-2 It is both the right and the responsibility of individuals involved in a dispute 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.

10-8-3 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.

10-8-4 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, 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.

10-8-5 Disputes pertaining to any of the following will not be subject to the complaint resolution process described in this section. These matters will be addressed by processes described in either Article 7 Evaluations, Article 19 Appeals, or District policies.

- A. Complaints regarding disciplinary actions, letters of direction, action plans, improvement plans, counseling memoranda, termination of probationary or temporary employees, or non-renewal of contracts;
- B. Complaints regarding PPER;
- C. Complaints regarding alleged sexual harassment violations or discrimination; or

- D. Any matter where the method of review or the procedure is prescribed by law, or where the Board is without the authority to act.

#### 10-8-6 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.

#### 10-8-7 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 with the goal being consensus. In the event a consensus cannot be reached, the principal will, after considering all interests and options, make a decision. If the principal is a party to the dispute, the complainant will request a different person such as a neutral administrator from outside the school to resolve this. The fact that the principal may be the subject of a complaint does not invalidate this Step 2 Process. Along with the other members of the PPSC and the complainant(s), the principal must work in good faith to develop creative solutions to problems and reach outcomes that mutually benefit those involved and affected.

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

## **Article 11**

### 11 Academic Freedom

11-1 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of, and respect for, the United States Constitution and the Bill of Rights, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints which encourages academic freedom.

11-2 Instruction that involves controversial issues or materials must be taught within the Board adopted content standards and curriculum. Such instruction must be under the direction of an educator who is familiar with the goals and objectives, and in accordance with Policy IMB and Regulation IMB-R, Teaching about Controversial/Sensitive Issues. In addition, the instruction must reflect due consideration of the maturity of the students, the values of the community, sound professional judgment, and coordination with the administration. The overriding educational purpose of teaching about controversial issues or using controversial materials must be student achievement in the content standards rather than reaching conclusions as to the correctness of any particular point of view.

11-3 Educators will not be disciplined due to complaints about teaching 'controversial topics', or expressing their opinions on those topics so long as:

- A. The educator met with their administrator before teaching a topic outside District approved curriculum known to create possible controversy to coordinate a plan to deliver instruction appropriately.
- B. The educator presents a balanced lesson consistent with recognized and accredited scholarship on the topic;
- C. The educator uses materials which are relevant to the levels of ability and maturity of the students;
- D. The educator maintains a classroom environment which is conducive to the free exchange and examination of ideas;
- E. The educator presents various sides of the issues in an impartial manner when appropriate.
- F. Educators are not required to present ideas or opinions that are not included in District standards and curriculum and not consistent with recognized and accredited scholarship.
- G. If instruction of District approved curriculum or lessons results in parent or student complaints, the administration will have a discussion with the complainant and the educator.

11-4 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.

11-5 If the complainant or the educator 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.

11-6 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.

11-7 Educators will not be forced to change grades if they have followed grading policies that have been communicated to students and parents and are in alignment with building grading policies. Administrators will not unilaterally change grades, but will make such a decision after consultation with the educator.

## **Article 12**

12-1 Hiring, Staffing, and Displacement

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

12-2 Hiring

School communities have a shared ownership of collective excellence. As such, a recommendation for the hiring of educators will 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. The selection committee will be provided the Licensed Staff Hiring Guide to assist in the selection process.

12-2-1 The Human Resources team, with input from JCEA will review the Licensed Staff Hiring Guide every two years. This review is to maintain a document/tool focused on conducting 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 such as implicit bias training.

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 School administrators or immediate supervisors will post positions in a manner that affords reasonable opportunity for internal and external candidates to apply for positions. School administrators or immediate supervisors will use selection committees that meet the basic requirements of this agreement and the Licensed Staff Hiring Guide and consider specific needs of the school community. The selection committee may vary from school to school as long as the requirements outlined below are followed.

12-2-3-1 At least one-third (1/3rd) of the members, but no less than two of the members, of the selection committee will be educators, as selected by the educators in conjunction with the school administrator or immediate supervisor. The educators on the committee should include faculty members in the department, grade level or team in which the vacancy exists. If the department, grade level or team has an insufficient number of educators to fill the educator positions on the selection committee, educators may be chosen from an adjoining grade level within the school, or recommended from other licensed professionals from a different school with knowledge of the role being selected. The school administrator or immediate supervisor will coordinate approval of inclusion of recommended committee members from other schools or departments.

12-2-3-2 The selection committee will review the District-created job description and other school and position job posting information and will have the opportunity to provide input for consideration to the school administrator or immediate supervisor before the job is posted.

12-2-3-3 The school administrator or hiring manager will develop a scoring rubric for use by the committee in each of the various stages of the selection process. Members of the selection committee will have opportunity to provide feedback about the scoring rubric. Best practices for a quality teacher selection process will be maintained in the Licensed Staff Hiring Guide.

12-2-3-4 Hiring committees are encouraged to include authentic tasks and demonstrations in the interview process, such as mock lessons, student data analysis, mock parent conferences, and other appropriate tasks to indicate skill and ability in the role.

12-2-3-5 In the case of single positions which do not have teammates with the same licensure at the school (i.e. DtL's, electives, AMP, Special Education, etc.), selection committees may recommend using, per the Licensed Staff Hiring Guide, district level resources or highly effective educators with the same licensure from other schools on the selection committee.

12-2-4 Before the end of the school year, each school administrator will identify educators available to participate on summer hiring committees.

12-2-5 The selection committee will have access to all relevant information necessary to recommend a final candidate for hire.

12-2-6 To the extent possible, the hiring recommendation by the committee should be reached by consensus. If the hiring committee cannot reach a consensus, the school administrator or immediate supervisor may have the committee re-interview the top candidates and attempt to come to consensus decision. If consensus still cannot be reached, a majority vote may be tried. The principal will make the final decision, taking into consideration the committee recommendation, and report that decision to the committee. If the candidate recommended by the selection committee is not offered the position, the principal will provide the reason for hiring an alternate candidate.

12-2-7 Every effort should be made to hold selection committee meetings outside of school hours so as not to disrupt instruction for either committee members or educators who will be interviewed. In the event a current District educator is granted an employment interview during the work day, the current educator can work with their school administrator or immediate supervisor to determine if in-school coverage can be provided. District-paid substitute coverage will not be provided.

12-2-8 For principal hiring committees, educators will be included in the hiring committee in proportion to other stakeholder groups.

### 12-3 Portability of non-probationary status

12-3-1 The District will provide for the portability of non-probationary status in a manner consistent with state law.

### 12-4 Reassignment

12-4-1 Educators will be assigned to a specific school or to a District-level position. School-based administrators will have the right to make reassignments within their school; District-based administrators will have the right to make reassignments within their program. Reassignment will 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. In all cases ongoing positions that

result in, increased pay, increased work year, or significant change in duties for potential candidates, will be posted.

12-4-2 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.

12-4-3 Reassignments will not be made for arbitrary or capricious reasons, but for reasons including but not limited to responding to shifts in student needs or enrollment in particular courses or grade levels. Educators should be consulted and notified of reassignments as soon as practicable. Any educator reassigned after the end of the school year will be offered support to prepare for the new assignment.

## 12-5 Displacement

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

12-5-1 Displaced educators at the elementary level will be identified on a building-wide basis.

12-5-2 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 will be reassigned to a vacancy in that same building for which they are qualified.

12-5-3 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).

12-5-4 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 engage in the shared decision-making process, solicit input from the building

collaboration team established pursuant to Article 10, and create a displacement rubric that includes the following criteria:

- A. The educational needs in the building;
- B. The staff member's length of service in the District and the building;
- C. The staff member's qualifications which demonstrate that the staff member can address the instructional practices and needs of the school; and
- D. Evaluation ratings from the previous two years.

12-5-5 The authority for the final decision to displace an educator will reside with the school's principal. The decision must be based on the input and factors referenced in this article and will not be arbitrary or capricious.

12-5-6 Educators who have been identified as displaced will be advised as soon as possible but no later than March 15th of each year. Any further reduction in staffing FTE needs after March 15th will be not treated as a displacement, but as an overstaff resulting in a one-year placement for a non-probationary educator, and subsequent inclusion in the staffing list for the original school the following spring with allowance for displacement at that time. School administrators and Human Resources will work together to determine the proper educator to remove from the school due to overstaffing. This passage does not limit the ability of the district to non-renew probationary educators.

12-5-7 Displaced educators will be notified formally in writing, from the Human Resources Department, and provided support throughout the displacement and hiring process which will include explaining the application process and apprising educators of job opportunities.

12-5-8 In instances of declining enrollment or program consolidation in separate buildings, the District may reassign an educator to a new combined teaching position. If as a result there is a reduction of positions, displacement processes as described in 12-4 will apply.

12-5-9 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 12-4-10.

12-5-10 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. See article 24 regarding AMP positions.

12-5-11 Displaced educators in the priority hiring pool will be expected to apply to available, on-going positions during the hiring season. The Human Resources Department will establish and implement clear procedures to ensure displaced educators are identified and considered for interviews by school selection committees. A displaced educator may be hired into an on-going position at a particular school only after being interviewed and selected by a selection committee as described in this Article. This will be considered a mutual consent position.

12-5-12 Displaced non-probationary educators who were rated effective or higher during the prior school year will be considered part of the priority hiring pool. Members of the priority hiring pool will be provided a first opportunity to interview for ongoing positions.

12-5-13 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.

12-5-14 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. Human Resources will monitor openings in the school from which the educator was displaced, and if a position becomes available for which the displaced educator is qualified, will offer the position to the displaced educator (in conjunction with the school administrator). However, any probationary educator who has already been non-renewed will not be offered this position.

12-4-15 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 will 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.

## 12-6 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. Administrative Transfers will not be conducted for capricious or disciplinary reasons.

## 12-7 Opening and Closing of Schools

The District and the Association agree that any staffing changes, necessitated by any of the following, will be developed with the Association: the opening of schools, the closing of schools, the consolidation 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. The District Human Resources Department will involve the Association in the creation of plans to address such staffing changes with the intent of developing a procedure that is mutually acceptable to both parties.

## 12-8 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.

12-8-1 Educators interested in an exchange will be responsible for identifying educators who would be willing to exchange teaching positions with them.

12-8-2 All agreements for an exchange and renewal must be made prior to June 1st for the next succeeding school year.

12-8-3 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.

## 12-9 Part-Time Educators

12-9-1 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.

Salary and planning time will be in proportion to an employee's assignment.

12-9-2 Educators who are employed full-time in a position which is reduced to part-time will have the right to stay in their position at the reduced time and pay and with the same contract status. If the educator decides not to take the new part-time position, displacement processes as described in this Article will apply. If the part-time position subsequently returns to a full-time position, the part-time educator has the right of first refusal for the full-time position.

12-9-3 Part-time positions will be posted following Human Resources practices and guidelines.

12-9-4 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.

12-9-5 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.

12-9-6 School-based educators who are interested in working a less-than-full-time position can apply to open part-time positions or, if the building administrator can create a part-time position that meets student needs, accommodates an educator's preference to work less-than-full-time, and does not impact another building, then provisions under this Article apply.

## 12-10 Job Sharing

12-10-1 Job sharing is the occupation of a single district position by two (2) non-probationary educators for the entire contract year.

12-10-2 Job shares are voluntary, mutually agreed upon, and must be approved by the educators' principal or immediate supervisor and Human Resources. Educators are responsible for finding a job share partner, and will submit the completed Job Share Application, found on the Human Resources web site, by February 1st. This deadline may be extended with mutual agreement between the educators, building administration and Human Resources.

12-10-3 Educators in a job share will receive half of pay and leave accrual and will become eligible after two years in an approved job share for a step on the salary schedule if one is granted. Educators will participate fully in all regular educator activities as mutually agreed upon with their administrator (e.g. faculty meetings, parent educator conferences, curriculum nights, in-service days and other relevant activities).

12-10-4 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 Approved leaves referred to in this Article will not be considered an interruption of services. A leave of absence will not be credited for contract or salary advancement unless the educator works at least 90 days or one full semester in the same year the leave was taken.

#### 13-2 Family Medical Leave

13-2-1 Pursuant to the Family Medical leave Act of 1993 (FMLA), the District is required to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons. In addition, the District is required to provide up to twenty-six (26) workweeks of unpaid, job-protected leave to eligible employees to care for a family member who is a current service member with a serious injury or illness. (See U.S. Department of Labor, Wage and Hour Division, Fact Sheet ## 28 through 28N.) Any FMLA entitlement will run concurrent to any leave provided by this contract.

#### 13-3 Paid Sick Leave

13-3-1 The District and the Association intend for this Section 13-3 to provide educators with equivalent or more generous paid sick leave than required by state and federal law. Therefore, the District and the Association expressly waive the requirements of the Healthy Families and Workplaces Act, C.R.S. §§ 8-13.3-401 to 418.

13-3-2 Educators will earn a total of nine (9) days of paid sick leave per contract year proportionate to the educator's scheduled full-time equivalency. Educators will accrue 4.5 paid sick leave days at the start of

each contract year and 4.5 paid sick leave days at the midpoint of each contract year (in general, the start of the second semester/January. ). Educators may carry over accrued, but unused sick leave from year to year. If an educator changes positions after the accrual is allocated for the then-current contract year, and, therefore, begins to accrue leave in a different amount, adjustments to such educator's accrued leave will be made accordingly.

13-3-3 Educators may use paid sick leave for the following reasons:

13-3-3-1 Personal mental or physical illness, injury, or health condition or the need to obtain preventative medical care or treatment;

13-3-3-2 The necessary care and attendance for the educator's family member who has a mental or physical illness, injury or health condition or the need to obtain medical care;

13-3-3-3 Seeking medical attention or related services including legal services if the educator or a member of the educator's family has been the victim of domestic abuse, sexual assault, or harassment;

13-3-3-4 The District has been ordered to close by a public official due to a public health emergency; or

13-3-3-5 The school or childcare provider for the educator's child has been ordered to close by a public official due to a public health emergency and the educator needs to be absent from work to care for their child.

13-3-4 For the purposes of Sections 13-3 and 13-4, the following terms shall have the following definitions:

13-3-4-1 The term "family member" means a member of the educator's immediate family (a person who is related by blood, marriage, civil union, or adoption), a child to whom the educator stands in loco parentis or a person who stood in loco parentis to the educator when the educator was a minor, or a person for whom the educator is responsible for providing or arranging health- or safety-related care.

13-3-4-2 The term "public health emergency" means (A) an act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly infectious agent, for which (1) an emergency is declared by a federal, state, or local public health agency, or (2) a disaster emergency is declared by the Governor; or (B) a highly infectious illness or agent with epidemic or pandemic potential

for which a disaster emergency is declared by the Governor. A public health emergency is “declared” by any initial, amended, extended, restated, or prolonged declaration of an emergency that meets this definition.

13-3-5 Sick leave shall be administered in accordance with Absence Management Guidelines/Procedures.

13-3-6 The District may require documentation from the educator that paid sick leave is for a qualifying reason if the leave requested or taken is for seven (7) or more consecutive days. The District may require proof of fitness for duty as a condition of an educator’s return to work following paid sick leave.

13-3-7 For sick leave taken to care for an ill family member for seven (7) or more consecutive calendar days, educators must contact the Manager, Employee Leaves, for approval in accordance with the Absence Management Guidelines/Procedures.

13-3-8 The District will not unlawfully discriminate, take adverse action, or retaliate against any educator who takes, attempts to take, or supports taking paid sick leave or public health emergency leave in accordance with Sections 13-3 and 13-4, files a complaint or informs any person about an alleged violation of these sections of the Agreement, or participates in an investigation, hearing, or proceeding related to such matter.

#### 13-4 Public Health Emergency Leave

13-4-1 In addition to the paid sick leave set forth on in Section 13-3 of this Agreement, on the date that a public health emergency is declared, the District will immediately provide each educator with a one-time paid leave supplement, which, combined with whatever accrued but unused sick leave that the educator has as of date of the declaration of the public health emergency, will give an educator who normally works 40 or more hours in a week access to 80 hours of total paid leave, and an educator who normally works under 40 hours in a week access to total paid leave hours that are at least the greater of the number of hours the educator (a) is scheduled for work or paid leave in the upcoming fourteen-day period, or (b) actually worked on average in the fourteen-day period prior to the declaration of the public health emergency.

13-4-2 During the entire duration of a public health emergency (the time between the date on which the emergency is declared and four weeks after the date of the official termination or suspension of the emergency declaration), an educator may use both (a) the paid sick leave they have accrued prior to the declaration of the public health

emergency and (b) the amount of supplemental paid leave provided to the educator on the date of the declaration of the public health emergency, for any of the qualifying reasons:

13-4-2-1 Self-isolation or seeking medical care or treatment due to a diagnosis or symptoms of a communicable illness that is the cause of a public health emergency;

13-4-2-2 Caring for a family member who is self-isolating or seeking medical care after being diagnosed or is experiencing symptoms of a communicable illness that is the cause of a public health emergency;

13-4-2-3 A determination from a local, state, or federal public official or health authority that an educator or a member of the educator's family for whom the educator cares poses a risk to the health of others;

13-4-2-4 Caring for a family member when the family member's school or place of care has been physically closed due to a public health emergency; or

13-4-2-5 An educator's inability to work because of a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of a public health emergency.

13-4-3 The District will not require documentation for the use of paid sick leave during a public health emergency.

## 13-5 Disability Leaves

13-5-1 For personal illness greater than seven (7) consecutive calendar days, the educator must apply for Short-Term Disability (STD) benefits. Short-Term Disability (STD) benefits will be payable in accordance with the insurer's policy. Educators who are unable to return to work at the conclusion of the Short-Term Disability period may have access to additional leave on a case-by-case basis. 13-5-2 When on an approved Short-Term Disability leave, the educator's accrued sick leave will be used to supplement the approved benefit provided through the District's short-term disability plan, not to exceed base pay.

13-5-2 Educators may elect to utilize sick leave at 100% for personal illness extending beyond seven (7) consecutive calendar days in lieu of payments through STD provided they have a sufficient balance to cover the anticipated duration of the leave. The educator must have an approved claim as determined by the STD carrier, and must submit a

written request to Manager, Employee Leaves, to use their sick leave in lieu of payments made through the STD carrier.

13-5-3 Long Term Disability payments will be payable in accordance with the insurer's policy. Nothing in this Agreement will prohibit the insurer from adjusting any overpayments in accordance with the terms of the policy, even if the District is at fault for such overpayment.

13-5-4 Job protection while an educator is on leave will end at the conclusion of an approved short-term disability or the FMLA period, whichever is longer.

### 13-6 Personal Leave

13-6-1 Educators will receive two (2) personal leave days each September which may be used during the contract year. Notice to the educator's immediate supervisor that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergencies). Educators will, to the extent possible, schedule personal leave to minimize the impact on classroom instruction. Personal leave will not be permitted on workdays preceding or following holidays, major breaks (more than 2 contact days in a row) and professional development days unless agreed to in advance by the building or department administrator.

13-6-2 Educators will be allowed to accumulate and carry over personal leave from year-to-year.

13-6-3 With prior approval of the immediate supervisor, educators may schedule more than two (2) accumulated personal leave days in a contract year or may use more than two accumulated leave days consecutively. Written requests for leave must be submitted to the immediate supervisor at least five (5) days before taking such leave, except in cases of emergency. The written request must provide information justifying the circumstances which merit consideration.

### 13-7 Association Leave

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

Attendance at JCEA, CEA, and NEA events will be requested through a short-term leave form submitted at the building level and approved by the building administrator and the JCEA President. Applications must be made at least five (5) school days in advance of the request. In the event the leave is denied, the

educator may appeal the decision to the applicable Community Superintendent whose decision will be final. JCEA will reimburse the substitute teacher costs if a substitute is required.

### 13-8 Bereavement Leave

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

### 13-9 Court Leave

13-9-1 Educators who are ordered to serve on jury duty will be granted paid court leave. Court notice should be presented at conclusion of service. If fees are received for service, these should be turned in at the work site.

13-9-2 Educators subpoenaed to appear in court for matters not related to personal business will be granted paid court leave upon presentation of court notice. If fees are received for service, these should be turned in at the work site.

13-9-3 Time off for court appearances on personal legal matters, even with a subpoena, must be charged to personal leave if available or the absence will be leave without pay.

### 13-10 Maternity/Parental and Child Care Leave

13-10-1 A request for maternity leave for a mother giving birth must be presented to the Manager, Employee Leaves at least thirty (30) days prior to the date on which requested leave will commence. A maternity leave commences upon the birth of the child and short-term disability benefits may be applicable. If parental leave follows a maternity leave, such leave will begin no sooner than the conclusion of the approved short-term disability benefits period. Unpaid child care leave may be requested but may not exceed the remainder of the school year.

13-10-2 The educator's written request will include the educator's expected date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. A return-to-work date outside of this must be approved by the educator's administrator and supporting documentation provided to the Manager, Employee Leaves.

13-10-3 In the case of adoption, unpaid child care leave may commence at any point during the twelve (12) months following the adoption.

13-10-4 Additional unpaid leave for child care following approved maternity and parental leave may be available as a break in employment pursuant to Section 13-13.

13-10-5 An educator who requests to amend their initial leave will submit, in writing, their request to the Manager, Employee Leaves, not less than thirty (30) days prior to the educator's original date of return.

#### 13-11 Parental Leave of Absence

A parental leave of absence of up to two (2) consecutive weeks following the birth or adoption of a child may be granted to parents who want to take paid leave. Educators taking such leave will be allowed to use a combination of sick and personal leave to receive up to two (2) consecutive weeks of pay, provided they have sufficient leave balances. A request for parental leave shall be made to the principal or immediate supervisor no later than thirty (30) days prior to the anticipated leave date.

#### 13-12 Benefits during Leave

13-12-1 Educators on an approved leave of absence which is paid in-full or in-part directly by the District will continue their enrollment in the benefit programs.

13-12-2 Once an educator's leave becomes unpaid, benefits will be handled as follows:

- A. If the educator is full-time (FTE of .75 or more) at the time that their leave is initiated, benefits will continue for such period of time that complies with the provisions of state and federal law (such as FMLA and ACA). The educator may voluntarily terminate benefits within 60 days of the leave becoming unpaid by completing a status change form and submitting it to the Employee Benefits Department.
- B. If the educator is less than full-time (FTE of less than .75), then benefits will cease at the later of the expiration of the FMLA period (if applicable) or the end of the month in which the leave becomes unpaid.

13-12-3 To the extent the educator's paycheck is insufficient to cover the full amount of their benefit deductions; the educator must make arrangements with the Employee Benefits Department to make payment for amounts which are their responsibility. Failure to make

timely payment of such premiums owed may result in termination of benefits.

13-12-4 When an educator returns from an unpaid leave of absence during which their benefits terminated, re-enrollment in benefits will be handled as follows:

- A. If the length of their break in benefits coverage is less than thirty (30) days, the educator will be re-enrolled in the same benefit plans they had previously.
- B. Educators whose break in benefits coverage is more than thirty (30) days must re-enroll for benefits using Employee Self Service, within 60 days of their return from leave and may choose to make new elections.

13-12-5 An educator whose health benefits have ended while on leave will have an opportunity to enroll in such benefits in accordance with COBRA regulations.

### 13-13 Break in employment

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

### 13-14 Reimbursement of unused sick and personal leave

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

### 13-15 Military Leave

13-15-1 An educator who is a member of a reserve or National Guard unit or any other branch of the military organized under state or federal law will receive military leave with a right of reinstatement in accordance with state and federal law.

13-15-2 An educator will receive full salary and benefits during such military leave for up to 15 days in any calendar year. Such leave is in addition to other leave available to the educator under Article 13.

13-15-3 After the fifteen calendar days of service, exclusive of travel allowances, housing etc. if the educator's base military salary from any unit is less than the base pay from the School District, he/she will receive the difference between the two salaries. The differences will be computed using the daily rate of pay for both the military and the District pay. Any pay provided from the military for work performed on a non-contract day will not be used in computing the difference between the salaries.

13-15-4 Upon return from military service, the educator will be returned to their former position after a military leave of two years or less. If the leave is longer than two years, the educator will be returned to their former position or a comparable position for which they are qualified. Such new position will be considered ongoing and permanent and not subject to mutual consent.

13-15-5 The employee shall be given the benefit of any salary increments, salary steps, sick leave, vacation, and personal leave allowances that would have been credited if he/she had remained with the District.

13-15-6 Health benefits will be provided in accordance with USERRA guidelines. Other provisions concerning military leave will be outlined in District policy.

## **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 to request a variance from the provisions of this Agreement to support student achievement goals. Requests for variances must be approved by the school's Community Superintendent and will be submitted to the Human Resources Department for final approval by the Variance Committee. The Variance Committee will be comprised of an equal number of members of the Superintendent's cabinet or designees and educator representatives selected by the Association. During its review of a variance, the Variance Committee may request assistance from administrative and educator staff with expertise and/or knowledge in the role(s) or issues impacted by the variance.

16-2 The Variance Committee generally will approve a variance request if the school has followed the variance process and the variance is in the best interest of the students and staff of the school. The Variance Committee will not deny a variance request that meets the foregoing requirements due to disagreement with the defined outcomes described in the request. The Variance Committee may request additional information from the school to

assist with its review of the variance request. Any changes to the variance application must be approved by the variance committee. The Variance committee will approve or disallow variances by consensus.

16-3 Requests for site-based variances must document the reason for the variance, as well as the impact on student achievement and the proposed duration of the variance. If a variance request proposes to eliminate a position or role at the school, then the school must either demonstrate a plan for delivering the services of the eliminated position or role or indicate why such services are no longer needed at the school. Variance requests must demonstrate support from a 75% majority of the educators at the school. If the variance directly affects an individual's position, that individual must be involved in the collaborative conversation throughout the process. The variance must not cause the displacement of any educators or create a reduction in force situation.

16-4 Variances are granted for not more than two (2) years, but may be renewed by resubmitting the request. Variances are not precedent setting.

## **Article 17**

### 17 Compensation

17-1 As required by state law, the parties agree that all matters related to compensation and benefits contained in this Article 17, or elsewhere in this agreement, must be negotiated annually and are subject to annual budgeting and appropriation by the Board of Education.

17-2 Salaries for employees covered by this Agreement will be based on the salary Schedule in Appendix A, except as modified through negotiations conducted pursuant to the provisions of this Agreement. Also attached is Appendix B, Additional Performance Pay, Appendix C, Benefit Programs, Appendix D, Sick Leave Bank.

17-3 Educators who achieve an effective or higher evaluation rating on the Professional Practices Evaluation Rating (PPER), and probationary educators, in their first two years with the District, who achieve a partially effective evaluation rating, will earn a step increase.

17-4 Educators new to the District will be placed at step 1(A), or credited up to a maximum of eight (8) years for each year of K-12 experience, or industry experience as appropriate for vocational educators, nurses, and non-classroom educators.

17-5 Educators who are re-employed by the District within sixty-three (63) months, who at the time of termination were non-probationary, will be placed on the then current salary schedule with a salary which most closely corresponds with, but is no lower than, the educator's salary at the time of

separation from employment. All previously accrued benefits and privileges will be restored. However, educators who are re-employed on a non-continuing contract will not have non-probationary status restored until they receive a continuing contract.

#### 17-6 Salary Provisions for Additional Education

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

17-6-1 Lane 1 requires a bachelor's degree.

17-6-2 Lane 2 requires a bachelor's degree plus eighteen (18) graduate hours.

17-6-3 Lane 3 requires a master's degree.

17-6-4 Lane 4 requires a master's degree and a minimum of sixty (60) semester hours of graduate credit.

17-6-5 Lane 5 requires a master's degree and a minimum of seventy-five (75) hours of graduate credit. Educators with an educational specialist or doctorate degree will be placed on Lane 5.

17-6-6 Approved salary lane advancement will become effective no more than one month after documentation has been received in Human Resources and will be effective at the start of the next pay period.

17-6-6-1 It is the educator's responsibility to notify the Human Resources Department when requirements for an advanced lane of the salary schedule have been met. All required forms must be submitted before the request for advancement will be considered.

17-7 Educators will be paid on a monthly basis. The monthly salary will be equal to the educator's annual salary divided by twelve (12) as determined by their placement on the salary schedule.

17-7-1 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.

17-7-2 Educators new to the District will have their first year of pay distributed over thirteen (13) months from August to August.

#### 17-8 Outdoor Education

Regularly assigned educators who accompany their students to the Outdoor Lab School and remain overnight shall receive \$100 per night. This shall be in addition to the educator's regular pay and shall apply only to those educators

not regularly assigned to the Outdoor Lab School. Prior to the Outdoor Lab School week, educators shall be provided adequate time to plan and coordinate logistical matters.

#### 17-9 Educator Additional Pay

17-9-1 Secondary educators who agree to teach an additional academic class of standard length beyond the normal teaching load, as determined in writing by the school collaboration committee, will be paid additional salary equal to one-sixth (1/6th) of their per diem pay.

17-9-2 Educators who work additional days related to their primary assignment and more than the contract days provided in Article 5-3-3 will be compensated at the rate of their per diem salary. These days will be agreed to in advance by the educator and their administrator. See Article 5-3-4.

17-9-3 Educators who work outside of their regular, contract position will be paid at a rate of \$26 per hour. This includes curriculum development and summer school/program pay. Compensation for educators teaching blended learning courses (a combination of on-line course work supplemented by in-person classes) during summer school will be set out annually in a Memorandum of Understanding.

17-9-4 Athletic and activities stipends for the duration of this contract will be paid in accordance with the schedule in Appendix B, unless modified during annual negotiations.

17-9-5 In accordance with Article 5-3-7, an educator who uses their planning period to cover a class due to a lack of a substitute educator will be compensated at 20% of the daily base substitute pay per hour. Educators will be compensated for taking on additional students due to the lack of a substitute educator with the proportion of the daily base substitute rate that otherwise would have been paid to the substitute teacher which align with the proportion of students added to their class. Educators who are not classroom teachers will also be compensated, despite not having planning time labeled on their schedules. Substitute coverage pay will be made automatically without the need for educators to request it.

17-9-6 Annual Stipends. The following positions will be paid an additional annual stipend:

National Board-Certified Teachers \$1,176

#### 17-10 Payday

Educators will be paid on the last banking day of the month. In case of a fiscal emergency, the District and the Association will 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 schools, 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 reinitiate the school or Area-specific job hold provision.
- 18-3 Educators who have a position held and are entitled to be returned to their former or comparable position will be considered members of the staff of the schools/Areas from which they were assigned for such matters as determining displaced educators.

## **Article 19**

### 19 Grievances

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

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

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

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

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

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

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

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

19-4 Grievance Procedure

19-4-1 Step One – Administrator Meeting

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

In order to start Step One, the employee must submit a Step One grievance form located on the District employee intranet, and available from the Association office, no later than ten (10) teacher contract days after the incident to the appropriate administrator who issued the action and request an informal meeting to discuss and attempt to resolve the matter. This meeting will occur within ten (10) teacher contract days.

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

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

#### 19-4-2 Step Two – Neutral Administrator Hearing

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

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

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

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

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

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

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

ten (10) teacher contract days after the Association receives a Level Two decision.

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

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

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

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

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

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

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

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

## **Article 20**

### 20 Professional Behavior and Educator Discipline

#### 20-1 Educator Discipline

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

20-1-2 The District reserves the right to discipline educators for failure to meet professional expectations. Informal discipline includes counseling meetings and letters of direction. Formal discipline includes

letters of reprimand and suspension. No educator will be disciplined, reprimanded, reduced in rank or compensation or deprived of employment without just cause.

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

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

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

20-1-4-2 Notice: the right to be notified of a corrective action meeting prior to holding the meeting. While keeping in mind considerations of retaliation or sabotage, educators should be told of the meeting topic so they can prepare.

20-1-4-3 Representation: the right to have an Association representative in attendance at a formal disciplinary meeting. When an educator has had adequate notice and time (normally 24 hours) to arrange for representation, the administrator will not be obligated to allow the educator to stop or delay a meeting to seek representation unless the meeting was not initially described as being of a disciplinary nature.

20-1-4-4 Appeal: the right to grieve formal discipline pursuant to Article 19.

20-1-5 Any formal investigation shall occur with the knowledge of the educator and the educator shall be given the right to have an Association representative in attendance during an investigative interview, as well as the opportunity to provide names of witnesses to the incident. If the educator provides the District a list of witnesses, the District will inform the educator of which witnesses were interviewed upon request.

The nature of the allegation as well as an initial timeline for the investigation process will be shared with the educator. If an educator is placed on paid administrative leave during the investigation, the educator shall be allowed access (or download) of files necessary for the preparation of lesson plans for a substitute educator or for lessons upon the educator's return, when technology allows. Such administrative

leaves will be implemented only when necessary so as to provide consistent instruction to students and minimize the disruption of learning.

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

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

## 20-2 Parental Complaints

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

## **Article 21**

### 21 Innovation Schools

#### 21-1 Innovation Planning

21-1-1 The District and the Association agree to comply with the terms and conditions set forth in the Innovation Schools Act, C.R.S. § 22-32.5-101 et. seq, any time a school or group of schools is to be considered for innovation status. The District and the Association acknowledge and agree that the opportunities provided pursuant to articles 10-7-1 and 12-6 will be used to involve the Association in discussions related to conversion of an existing school to innovation status, or opening a school as an innovation school. The District will notify the Association that a school or group of schools is being considered for innovation status no later than the same time that staff members in the affected schools are notified.

21-1-2 The District and the Association will create an innovation school or zone plan implementation checklist, and will collaborate annually by July 1 of each year, including clear reference to any changes from the prior year implementation checklist. This checklist will include procedures for ballots and voting, eligibility lists, and job posting in innovation schools.

21-1-3 Candidates interviewing for positions with an innovation school will be provided notice of the school innovation status, and provided a copy of the innovation plan.

21-1-4 A person who is a member of the collective bargaining unit and is employed by an innovation school or by a school included in an innovation school zone may request a transfer to another public school of the district of innovation in the hiring season prior to the transition to innovation school or zone status. Educators will utilize the hiring season prior to the transition to innovation school status to attempt to secure a new position via mutual consent. The local school board, through the human resources department, shall make every reasonable effort to accommodate the person's request. This can include application supports and administrative transfer.

21-1-5 Three years after the school board approves an innovation plan or a plan for creating an innovation school zone, and every three years thereafter, the school board shall review the level of performance of the innovation school and each public school included in the innovation school zone and determine whether the innovation school or innovation school zone is achieving or making adequate progress toward achieving the academic performance results identified in the school's or zone's innovation plan. The school board, in collaboration with the innovation school or the innovation school zone, may revise the innovation plan, including but not limited to revising the identification of the provisions of the collective bargaining agreement that need to be waived to implement the innovations, as necessary to improve or continue to improve academic performance at the innovation school or innovation school zone. Any revisions to the innovation plan shall require the consent of a majority of the teachers and a majority of the administrators employed at the school and a majority of the school advisory council for each affected school.

21-1-6 The District will provide written notification to the Association no less than 14 days prior to any public scheduled innovation plan update or renewal discussions with the Board of Education.

## 21-2 Waiver of Provisions

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

21-2-2 For an innovation school, waiver of one or more of the provisions of this Agreement shall be based on obtaining the approval, by means of a secret ballot vote, of at least sixty percent of the members of the collective bargaining unit who are employed at the innovation school. The building Association Representative (AR), or in absence of an Association Representative (AR) a member of Association leadership, will participate in counting the waiver ballots with building administration.

21-2-3 For an innovation school zone, waiver of one or more of the provisions of this Agreement shall be based on obtaining, at each school included in the innovation school zone, the approval of at least sixty percent of the members of the collective bargaining unit who are employed at the school. The innovation school zone shall seek to obtain approval of the waivers through a secret ballot vote of the members of the collective bargaining unit at each school included in the innovation school zone. The school board may choose to revise the plan for creating an innovation school zone to remove from the zone any school in which at least sixty percent of the members of the collective bargaining unit employed at the school do not vote to waive the identified provisions of the collective bargaining agreement. The building Association Representative(s) (AR), or in absence of Association Representative(s) (AR) a member of Association leadership, will participate in counting the waiver ballots with building administration.

21-2-4 The District will provide written notification of a scheduled vote regarding waivers of this Agreement for a school or zone innovation plan to the Association no less than 14 days prior to the vote of eligible bargaining unit members. With this notice, the District will provide a written copy of the proposed innovation plan to the Association and each potentially impacted educator. The ballot will be provided to the Association no less than 14 days prior to the school or zone innovation plan vote together with an eligibility list of all bargaining unit members.

21-2-5 The District will create an opportunity to discuss the proposed innovation plan waivers to this Agreement with the potentially impacted staff, school leadership, and Association leadership between the notification period and the vote.

21-2-6 The voting period shall extend at least two (2) work days to allow bargaining unit members to cast ballots. Provision will be made for eligible staff who are out of the building during the voting period to cast a ballot. Private voting environments will be created in order to facilitate a clear, fair, secure and secret voting opportunity. School staff

will have an opportunity to provide input to the voting conditions prior to any waiver vote.

21-2-7 Waiver of identified provisions of this Agreement for an innovation school or the schools within an innovation school zone shall continue so long as the innovation school remains an innovation school or part of the innovation zone. Such a waiver shall continue to apply to any substantially similar provision that is included in subsequently new or renewed agreements between the District and the Association.

### 21-3 Opening and Closing of Schools

21-3-1 The District and Association agree that any staffing changes or changes to working conditions, necessitated by any of the following, will be discussed with the Association: the opening of schools, the closing of schools, conversion of an existing school to an innovation school, opening a new school as an innovation school, the movement of educators when a grade level or other group of students is moved from one school or facility to another, and school boundary changes. If appropriate, a Memorandum of Understanding may be created to document changes related to any of the above actions.

## **Article 22**

### 22 Equity in the School District

#### 22-1 Equity Accountability Committee

22-1-1 The superintendent will convene a group of stakeholders including members of all District employee associations, community members, family representatives from each of the Board of Education director districts, a Board of Education Liaison/ Representative, senior and other district staff, and other interested parties who wish to work towards equity (racial, sexual orientation, gender, age, access to learning in relation to socio-economic concerns, etc.) to serve as a development team and an ongoing Equity Accountability Committee ("EAC").

22-1-2 The district will engage an outside party to facilitate the meetings and work sessions of the EAC to assist with the planning of actionable work and documenting outcomes. The superintendent will work with the district employee associations to develop the scope of work for this facilitator.

22-1-3 The EAC will conduct and report on an equity review of district policies and consider options for an evidence-based equity analysis tool to the District's regular review of existing Board policies and propose

changes to policies as needed to achieve and maintain educational equity.

22-1-4 The Superintendent or a designee shall meet at least once every other month with the EAC to review status reports, concerns, and provide support. At these meetings, the Superintendent or designee shall provide verbal reports on the status of implementing plans determined by the EAC. Such compliance reporting shall include a breakdown of information from the District, school, and classroom levels.

22-1-5 At least two (2) times per year, the Superintendent, in partnership with the EAC, shall provide a written report to the Board regarding the implementation of plans determined by the EAC at the classroom, school, and District levels, and progress on meeting the measurable goals established by the EAC.

22-1-6 The Superintendent or designee, in collaboration with the EAC, shall host community conversations two (2) times per year to hear from community members regarding issues relating to educational equity, and to provide status reports to community members regarding implementation of the plans determined by the EAC.

## 22-2 Staffing and Classroom Diversity

22-2-1 The District and Association will collaborate to accomplish the following:

- A. Implement programs to attract, recruit, and retain staff, educators and administrators that more closely reflect the racial, ethnic and linguistic diversity of the student body of the District, including supporting non licensed personnel in attaining educator licenses, and providing programs for students of color to explore and pursue education as a future profession.
- B. Provide training, including but not limited to, implicit bias, to District and school administrators and school-based hiring committees and decision-making councils regarding the importance of and strategies for increasing staff racial, ethnic and linguistic diversity in an urban school district.
- C. Create a safe space for educators of color to meet and support each other and find support around the challenges and opportunities of being an educator of color in Jefferson County.

- D. Create a 1:1 mentorship program for educators of color in the District to be mentored by more experienced educators of color.
- E. Implement programs to support current educators of color in obtaining leadership licenses and gain employment in administration and leadership roles within the district.
- F. Provide all educators with the knowledge and tools to understand racial identity and its impact, including identifying and addressing racism (personal and structural), microaggressions, and implicit bias to help create an inclusive working environment for all employees.

### 22-3 Equity Ombuds Program

22-3-1 Educators, and all staff, will have access to a district-level Equity Ombuds. The Equity Ombuds will have the skills required to engage with people from different cultures and backgrounds and a fundamental understanding of current issues and challenges in the field of equity, diversity, and inclusion. In furtherance of its shared commitment to ensuring the fair treatment of and equitable access to employment opportunities of color within the District, the District will actively recruit individuals of color and other underrepresented groups for the Equity Ombuds position. The District strongly encourages individuals from historically underrepresented groups to apply for the position. The Ombuds will:

- A. Be an independent liaison to other employees of color for the purpose of receiving reports of acts of discrimination and racism. This Equity Ombuds will report directly to, and make these reports directly to the Superintendent for resolution. The EAC will receive regular reports from the Equity Ombuds to assess overall progress towards equity goals.
- B. Serve in support of the efforts outlined in 22-1-4 above.

## **Article 23**

### 23 Remote/Virtual instruction

23-1 The District will deliver remote/virtual instruction to students to address a growing need within our community. The District will provide this remote/virtual instruction through various programs. In-person educators will only deliver instruction in-person to students physically in the building.

23-2 Jeffco Remote Learning Program (JRLP)

23-2-1 JRLP will provide synchronous remote instruction for K-12.

23-2-2 JRLP educators may work for a remote location but will also be required at times to report to a physical location. The work day will be the same as neighborhood schools.

23-3 In the event of a need to change to a localized or district-wide remote/virtual instruction model, educators will be provided 24 work day hours advance notice to transition lesson plans and prepare.

23-4 Homebound students

23-4-1 The District will provide homebound students instruction that is appropriate for the students, coordinated by homebound instructors. In the event any homebound students are to be served by school-based staff, such staff will be paid at the hourly rate set for homebound instructors. The student's home school teacher may be required to send home assignments and materials, but home visits will be voluntary. After a period of no more than 45 days students continuing to require homebound services must be assigned a homebound educator.

23-4-2 Students unable to attend school for more than 10 days due to discipline infractions will be referred to Interim Alternative Education Services (IAES) or attend the appropriate least restrictive educational setting school or placement in accordance with district discipline protocols. They will not be considered "homebound" students.

23-5 Jeffco Virtual Academy (JVA)

23-5-1 Jeffco Virtual Academy will provide asynchronous virtual learning opportunities through the learning management system (LMS) selected by the District in partnership with the Association based on the needs of the JVA program and the needs of the student population.

23-5-2 Remote/virtual instruction is generally delivered between the hours of 7 am and 10 pm for asynchronous programs/schools. A JVA educator will have the 8 hour work day between these operating hours.

23-5-3 JVA educators can be required to report to a physical location in personas determined by school requirements and the school collaborative processes.

## Article 24

### 24 Elementary Visual Arts, Music, Physical Education

#### 24-1 General Information

24-1-1 Elementary visual art, music, and physical education (AMP) are critical core curricula that are essential to teaching the whole child. Educators licensed in the instructional areas of visual art, music, and physical education are necessary because they provide quality experiences in their subject areas with safe, developmentally appropriate activities and expertise in the safe handling and utilization of equipment, instruments, tools, mediums, and materials associated with their content.

24-1-2 The term AMP educator as used in this article is a licensed visual arts, music, or physical education educator.

24-1-3 The term rotation as used in this article is a set of workdays in which the AMP educator sees all of their sections for the same amount of time.

24-1-4 A mutual consent school is the school that originally interviewed and hired the AMP teacher.

#### 24-2 Collaboration team

24-2-1 The school collaboration team(s) assigned to develop class configuration, class scheduling, equitable duty schedules and daily student schedules will include all AMP educators at the school. AMP educators may choose to have one AMP educator represent the team on these school collaboration teams.

24-2-2 When possible, the collaboration team will schedule five-minute transitions for elementary AMP with special consideration of safety protocols in AMP classrooms.

24-2-3 Split site AMP teams and school administration will collaboratively agree on equitable classroom space for all AMP educators to teach their content effectively.

24-3 Special programs conducted by AMP educators, such as grade-level performances, clubs, ensembles/showcases, and other similar items, will be agreed upon between the school administrators and AMP educators to clearly understand expectations. These planning discussions will occur every year no later than 15 instructional days after students return. These programs will not be the main focus of instructional time, but an authentic display of learning.

#### 24-4 Split-Site AMP Educators

24-4-1 In order to maintain rigorous art, music, and visual arts programs in Jeffco's elementary schools, the District and Association agree to utilize an annual pairing process to determine which elementary schools will be served by stand-alone teams or by split-site teams for the following school year. Split-site AMP educators for scheduling purposes, work in more than one school.

24-4-2 A Pairing Committee of the three (3) content Coordinators, a JCEA staff member, a Community Superintendent, two (2) elementary principals, and the Manager of Human Resources Programs will meet beginning shortly after when building budgets are submitted and conclude when they have paired all sites whose FTE required a pairing. This Pairing Committee may utilize the expertise, skills, and/or knowledge of additional staff members as needed, but the only decision-making members are those named in this section.

24-4-3 Each spring, after the school partnerships for the following school year are completed, and before August 1, the administrator(s) and AMP team(s) from each site or pairing will meet to collaboratively determine equitable duty, evaluation, rotation, and schedule expectations for the following year.

24-4-4 Evaluation of a split-site AMP educator will be assigned a) to the administrator (or designee) at the school considered the mutual consent school, or b) by mutual agreement of the administrators at each school. The mutual consent school will notify the split-site AMP educator of their evaluator assignment no later than 15 days after the report date for the school/contract year.

24-4-5 Resources for split-site AMP educators will be reviewed and planned with school administrators to ensure AMP educators have reasonable access to resources to serve students, including materials and classroom space. Central staff may be accessed to assist with resource discussions and planning.

24-4-6 Elementary instrumental music opportunities (band and orchestra) contribute to student development and, for some students, introduce an elective that will accompany them through their school years. The budgeting process will include the staffing required to offer instrumental music in all Jeffco elementary schools. AMP educators teaching instrumental music will have access to adequate materials, including but not limited to, a whiteboard, chairs, and music stands, storage space, and teaching space at each school. All appropriate incurred mileage for instrumental music educators will be paid to educators.

24-4-7 If an FTE change for AMP positions increases for a school to a full-time 1.0 FTE due to additional sections being added in consecutive years, then a split-site AMP educator in the content area with mutual consent at the school will be increased to a full-time 1.0 FTE at the school.

24-4-8 When staffing assignments must be adjusted due to overstaffing within a new pairing, the educator with the most District seniority will have the right of first refusal to maintain their current assignment.

24-4-9 Split-site educators will be allowed adequate time to safely travel between schools plus time to ensure proper set up and cleanup of both sites. School administrators of all the sites served by a split-site educator will coordinate a work week schedule consistent with the 40-hour work week of all other educators.

24-5 In the occasions in which center-based special education students are mainstreamed into visual arts, music, and physical education, administrators will have collaborative conversation with the AMP educator to determine the need for supports in AMP sections. These supports can include, but are not limited to, paraprofessional or paraeducator staff in attendance with a student.

24-5-1 After collaborative conversations with special education educators, if it is educationally appropriate to maintain a group of center-based special education students as a separate class in visual arts, music, and physical education, this group will be counted as a section for the AMP educators.

24-6 AMP educators will have no more than 45 consecutive contact minutes with the same section of students in their daily schedule, unless need is determined by the scheduling committee and agreed to by the AMP educator.

24-7 FTE Chart

Elementary AMP FTE	Number of Sections		
0.5	1	2	3
1.0	4	5	6
1.5	7	8	9
2.0	10	11	12
2.5	13	14	15
3.0	16	17	18
3.5	19	20	21
4.0	22	23	24
4.5	25	26	27
5.0	28	29	30
5.5	31	32	33
6.0	34	35	36

24-7-1 Principals will annually provide the total number of elementary homerooms, and planned AMP sections for use in staff planning and school partnerships. If the two numbers are not the same, an explanation of the combining will be provided, along with a form with the signatures of the affected AMP teachers. In no instance will a combined section be more than 30 students.

24-7-2 One year-long middle school elective taught by an elementary AMP educator will be reviewed with the scheduling committee and AMP educators to determine section counts.

24-8 Equitable Resources

24-8-1 The District and Association recognize the importance of AMP educators and their students having equitable access to resources necessary to teach every student in their site(s). The District will provide a baseline of resources determined by the current Curriculum Coordinators for music, art, and physical education to every elementary building no later than the start of the 2022-2023 school year.

## 24-9 Observation Comp Days & Non-Contact Days

24-9-1 AMP educators will be allowed two (2) professional development days per year to observe other AMP educators within their instructional area. These days will be for the sole purpose of collaboration and feedback between AMP educators, not for evaluation purposes.

24-9-2 AMP educators will be given adequate time during non-contact days to meet with AMP colleagues both horizontally and vertically. This time will be in addition to any content-specific professional development offered on those same days.

## **Article 25**

### 25 School Nurses

25-1 As defined by the National Association of School Nurses, school nursing is a specialized practice of nursing that protects and promotes student health, facilitates optimal development, and advances academic success. School nurses, grounded in ethical and evidence-based practice, are the leaders who bridge health care and education, provide care coordination, advocate for quality student-centered care, and collaborate to design systems that allow individuals and communities to develop their full potential.

25-2 Nurses are an important component to enable the realization of the District's educational objectives. Nursing services keep students healthy, safe, and ready to learn. Nurses are responsible for oversight and care of both chronic student health conditions and urgent health care needs as well as screening students to ensure their healthy development.

25-3 As such, nurses need time to create health plans, monitor and audit medication administration, train, delegate and monitor school staff as they supervise student health needs, communicate with families; consult and write IEPs and 504 plans, provide specialized services for SPED center programs, consult on student health needs; and interact directly with students. Registered nurses' days are complex and varied and will require nursing judgement and flexibility on the part of nurses themselves and administrators.

25-4 All nurses are covered by the provisions of this agreement wherever appropriate and the specific provisions of this article.

25-5 The term "school nurse" is applied to a person who holds a current license to practice professional nursing by registration under the laws of the State of Colorado as well as holding a Colorado Department of Education School Nurse-endorsed Special Services Provider license. The school nurse is responsible for administering the Health Services in the school(s) to which

they are assigned and/or may have District level responsibilities. Jeffco Public School Nurses are all Registered Nurses (RN's). Reference to the word nurse in the remainder of this article will assume Registered Nurse.

## 25-6 Collaboration Committee

25-6-1 Nurses will work with management to create a collaboration committee specific to nurses. Article 25-6-6 will replace the required collaborative topics in Article 10 for School Nurses only.

25-6-2 The committee of nurses will gather input and concerns from local nursing offices and will meet monthly as a committee to problem solve.

25-6-3 The committee will consist of one (1) nurse from each office and one member of nursing management (Director of Health Services or administrative designee). The Director will attend committee meetings at least once a semester.

25-6-4 Committee members will be selected by each nursing office by nomination and a vote if necessary. Membership on the committee may rotate among nurses every school year to ensure opportunity for all nurses to have input on the department.

25-6-5 Decisions by the committee will be made by consensus or a majority vote.

25-6-6 The nurse collaboration committee will address the following specific nursing issues:

- Coverage system for short term and long-term absence
- Schedules
- Process for creating equitable assignments
- Strategies for moving towards the recommended caseloads in 25-8-3
- Health Services protocols review using evidence-based guidelines for quality improvement
- Guidelines to support students in after school activities
- Professional Development topics and schedules
- New approaches and best practice initiatives to nursing in Jeffco Public Schools
- Hiring processes
- Induction and new nurse orientation
- Strategies for retention of nursing staff
- Input on discretionary budget for Health Services
- Staff appreciation

- Other topics which impact school nurses' work and/or student health as they are brought to the committee

#### 25-7 Schedule

The nurse workday will be eight hours; nurses will schedule their day based on the schedules of their assigned schools and their needs. Knowing nurses do not have daily planning periods and are on-call at all times during the school day, and nurses do not routinely have duty-free lunch periods, they may have flexibility in their nurse hours.

At the beginning of the school year, upon invitation by their Director, nurses may choose to work additional days before the educator contract year as per Article 17. These days will be paid at the per diem rate or be offset with compensatory days off during the 185-day contract year, as agreed upon by the nurse and the administrator.

#### 25-8 Workload and assignments

25-8-1 Work assignments will be assigned according to school enrollment, geographic area, school culture and climate, acuity level (center programs), additional departmental duties, and nurse preference.

25-8-2 As new work assignments are created for the following school year, nurses may be transferred to new assignments. Nurses will be sent a yearly work assignment preference survey to help guide work assignments for the following school year. Open positions will be shared with the team to allow nurses to express interest in those positions.

25-8-3 The District will make every effort to follow the National Association for School Nurses (NASN) guidelines for student to nurse ratios.

25-8-4 Resource nurses for various specialty areas including but not limited to, diabetes and brain injuries, will be housed centrally as a resource for the entire District.

25-8-5 Nurses may be assigned to a specific role in place of a school, for example, but not limited to, hearing and vision screening specialist, MAT training, health aide training, website management and Schoology training.

## 25-9 Coverage

25-9-1 Nurses may be asked to serve schools outside their normal assignment.

25-9-2 Nurses who cover for a colleague who is out for a short term (1-5 days) absence will be paid the daily substitute pay, in addition to their regular pay, for any portion of the absent nurse's assignment.

25-9-3 Nurses who cover for any portion of an absent colleague's assignment, or for a vacant position for longer than five work days, will receive  $\frac{1}{2}$  pay in addition to their regular pay for the duration of the coverage.

25-9-4 For the 21-22 school year, assignments will be based on 70 nurses assigned to schools. If there are school-based nurse vacancies that are covered by existing nurses, vacant assignments will be covered and compensated as per 25-9-3.

## 25-10 Additional Duties pay

25-10-1 For duties outside the forty hour work week for activities including but not limited to: CPR training, vaccine clinics, providing care for students in after school activities and/or field trips, and other similar activities, nurses will be compensated at an hourly rate based on the individual's per diem rate.

25-10-2 In the case of an urgent public health or disaster situation with official guidelines from the federal, state, or local levels, additional duties to respond to such an emergency will also be paid at an hourly rate based on the individual's per diem rate, including time spent during the work day that displaces regular nursing duties to after work hours.

25-10-3 Nurses who are assigned as mentors for newly hired nurses and who satisfactorily complete the mentoring duties outlined by the Department of Health Services will receive additional pay consisting of twenty hours of additional pay paid at \$26 per hour for four months.

## 25-11 Nurse Salary and additional pay

25-11-1 All registered nurses, regardless of whether they have an Associate's Degree in Nursing (AN) or a Bachelor's Degree in Nursing (BSN), will be paid from the same pay scale. An AN will be required to attain their BSN within three years of their hire date and will be required to hold the Temporary Educator Eligibility Authorization from the Colorado Department of Education.

## 25-12 Health Aides and staff delegation

25-12-1 Nurses are unique in the education setting as they have Unlicensed Assistive Personnel working under their licenses. There are real and profound risks to state licenses, livelihoods and professions if delegated tasks are not performed properly. As defined by the American Nurses Association, “delegation is the transfer of responsibility for the performance of a task from one individual to another while retaining accountability for the outcome.” Nursing tasks and nursing procedures performed in schools may be delegated solely by the supervising school nurse. The decision to delegate is based upon the nurse’s professional judgment that the delegated individual can safely perform a selected nursing task for a student.

25-12-2 Delegation allows school nurses to utilize unlicensed school staff to provide safe and efficient nursing care for individual students or groups of students and provides a mechanism for workload distribution to better utilize the time and skills of each of the members of the school health team. The decision on what to delegate, to whom, and when to rescind delegation due to safety concerns lies solely with the school nurse.

25-12-3 Nurses will be on the selection committee for health aides and will contribute to the evaluation of health aides.

25-12-4 The school nurse will have direct supervision over health records as well as responsibility for assigning specific duties to the health aide which relate to the health program.

25-12-5 Nurses report delegation concerns on a “Delegation Concern” form that is reviewed and acknowledged with the principal. Each concern form will be shared with the Health Services administration team. If the severity of the concern warrants immediate rescission of delegation, the nurse and the Director of Health Services will notify the delegated employee immediately via email and will copy the principal. Delegation may also be rescinded based on a pattern of concerning behavior.

## 25-13 Nurse Orientation

25-13-1 All nurses are required to attend orientation and training. Newly hired nurses are required to attend additional sessions. All orientation and training occurring outside of contract days will be paid at the per diem rate.

## Article 26

### Special Education Services

26-1 The District and the Association recognize that in order to ensure students with special needs and students who are at-risk achieve educational standards, it is necessary to provide specialists trained in the various areas of development. The District agrees to provide special education educators/diagnosticians, school psychologists, social workers, educational consultants, speech/language specialists, and other specialized personnel to provide services to our students in need.

26-2 A collaborative committee(s) will be established to actively solicit district-wide educator and administrator feedback regarding Exceptional Student Services. This committee will be created with special education leadership and the Association collaborating to create a diverse committee that will reflect job type and geographic diversity. Members will include Learning Specialists, mental health professionals, motor services, speech language pathologists, center-based educators, nurses, Early Childhood Special Education (ECSE), and other specialists.

26-2-1 The committee(s) will be large enough to represent a diversity of SPED educators but small enough to function efficiently. The Executive Director and two Directors or Assistant Directors will also be members. In general, the committee(s) will follow best practices as outlined in Article 10.

26-2-2 The committee(s) will explore ways to create equitable staffing ratios and allocations and address professional development needs, best practices in instruction, and other topics that will improve the delivery of special education services. The committee(s) will identify problems and possible solutions to be more broadly considered with all special education educators. This includes opportunities for equitable staffing in high-need situations such as Title 1 schools, dual language programs, and schools that may require a half time learning specialist.

### 26-3 Hiring; Reassignment and transfer

26-3-1 Teams who provide district-wide services such as school psychologists, social workers, speech language pathologists, motor staff (commonly called special education and related services providers – SERS), assistive technology assessment team (ATAT), vision, deaf and hard of hearing (DHH), audiologist, early childhood special education staff, and center program staff, will be considered District-based positions.

26-3-2 District-based staff may be reassigned due to changes in program location, specific building need, or student need across the District. In cases of re-assignment the District will make every effort to

assign staff within a requested geographic area. Reassignments are to occur prior to schools posting individual positions. Reassignments will be made only when necessary to adjust for student numbers; consistency for students and staff will be a high priority when considering reassignments.

26-3-3 District-based positions will be filled first through District reassignment, and then through District-level interview committees with qualified practitioners participating.

26-3-4 Special education Learning Specialists are considered building-based positions. The District will assist in pairing Learning Specialists, when needed, as split-site Learning Specialists in multiple schools.

26-3-5 Preschool special education positions will be staffed by special education educators who specialize in pre-school education, either through licensure, preference (when possible) or experience (when possible).

26-3-6 The District will attempt to hire bi-lingual SPED practitioners for appropriate placements.

#### 26-4 Evaluation

26-4-1 Special education staff will be evaluated by a building administrator if they are assigned to one (1) or two (2) buildings. If assigned to more than two (2) buildings, they will be evaluated by special education administrators. Special education educators may be evaluated in consultation with special education administrators who understand the nature of the individual's job responsibilities.

#### 26-5 Special Education Scheduling

26-5-1 Schedules for Learning Specialists and Special Education Related Services (SERS) personnel will be determined in consultation with the employee, school level SPED teams, and the building principal(s). Special Education administrators may assist if needed. Mid-year changes to assignments may require adjustments to schedules.

26-5-2 Learning Specialists and SERS personnel may contact the school administrator and/or Student Success Department if planned and scheduled paraprofessional or other supports are changed regularly, without notification, such as when staff is used for duties such as lunch or recess duties, to problem solve meeting needs of classrooms and students.

## 26-6 Staffing Allocations

26-6-1 Allocations will be made in January/February after December count and 1st round choice school enrollment. Prior to release of a school's allocations, the Special Education Department will verify appropriate student enrollment and other pertinent information with Principals, Enrollment Secretaries, and Exceptional Student Services (ESS) team members to ensure schools have adequate support to meet the needs of students with IEPs.

26-6-2 Allocations will be reviewed in late July to determine if staffing allocations are still appropriate. Adjustments will be made, if necessary, as soon as possible in August.

26-6-3 General staffing allocation plans will be shared with the Association in July of each year.

## 26-7 Split-school Assignments

26-7-1 Should a special education educator have to split positions between schools, the District will make every effort to allocate caseloads that will not exceed that of the recommended guidelines. Should there be an increase to the number of students with IEPs, the District will make every effort to redistribute allocations to create a 1.0 position to account for the increase.

26-7-2 Special education educators in a split-site assignment will be able to collaboratively create, with the split-site administrators, a schedule that best meets the needs of students and addresses their minutes accordingly.

26-7-2-1 Split-site special education educator schedules will generally have schedules that eliminate travel during school days. In the event the schedule requires in-day travel, caseload will be considered to accommodate travel requirements. Mileage reimbursement will be provided.

## 26-8 Duties and responsibilities

26-8-1 Case Manager and Special Education Provider Planning and Time Management

26-8-1-1 Case managers will provide teachers with IEP snapshots and will hold meetings with classroom teachers as soon as possible at the start of the school year and ongoing, as needed, to support their work with students on IEPs.

26-8-1-2 Ongoing collaboration is encouraged between general education and special education staff to maintain on-grade curriculum standards and expectations.

26-8-1-3 Special education providers will collaboratively partner with administrators to determine an appropriately private space is available when needed, for conferences, testing and interventions. General workspace may be shared, depending on school space availability.

## 26-9 Safety issues

26-9-1 The District will provide selected special education educators with training in de-escalation procedures (CPI). Any special education educator may request training in de-escalation procedures (CPI).

## 26-10 Meetings and Paraprofessional/Para-educator Supervision

26-10-1 Educators will be provided training for supervision of para-educators and paraprofessionals and if required, their evaluation process, including the manner in which licensed educators will provide input.

## 26-11 Pre-School SPED

26-11-1 The district will provide all pre-kindergarten special education teachers with training in toileting, feeding procedures, and physical transfer procedures for highly impacted students.

## 26-12 Co-teaching

26-12-1 Co-teaching is a partnership or collaboration between two or more instructors, consisting of one general educator and one special educator. It involves the distribution of responsibility among both educators for planning, instruction, and evaluation for a classroom of students.

26-12-2 Models of co-teaching may include:

26-12-2-1 Supportive Co-Teaching: One teacher takes the lead instructional role and the other rotates among students to provide support. The co-teacher taking the supportive role watches or listens as students work together, stepping in to provide one-to-one tutorial assistance when necessary, while the other co-teacher continues to direct the lesson.

26-12-2-2 Parallel Co-Teaching: Two or more people with different groups of students in different sections of the classroom. The groups are heterogeneous. Co-teachers may rotate among groups, and sometimes there may be one group of students that works without a co-teacher for at least part of the time.

26-12-2-3 Complementary Co-Teaching: Co-teachers do something to enhance the instruction provided by the other co-teacher(s). For example, one co-teacher might paraphrase the other's statements or model note-taking skills. Sometimes, one

of the complementary teacher partners pre-teaches the small group social skills roles required for successful cooperative group learning and then monitors as students practice the role during the first lesson taught by the co-teacher.

26-12-2-4 Team Teaching: Two or more people do what the traditional teacher has always done-plan, teach, assess and assume equal responsibility for all the students in the classroom. Team teachers share the leadership and the responsibilities, while both deliver content and facilitate access. For example, the co-teachers fluidly present the information at the same time or model a partnership activity they want the students to do.

26-13 Multi-Tiered Systems of Support (MTSS) is a whole-school prevention-based framework of team-driven data-based problem solving for improving the outcomes of every student through family, school, and community partnering and a layered continuum of evidence-based practices applied at the classroom, school, district, region, and state level. This is a general education process but should involve special education personnel. The District will provide training and support for schools to implement MTSS with fidelity.

## APPENDIX A



### Educator Salary Schedule 2021/2022

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

Step	Lane 1 Bachelor's Degree*	Lane 2 BA + 18 Graduate Credits**	Lane 3 Master's Degree	Lane 4 BA + 60 Graduate Credits** Must Include Master's Degree	Lane 5 BA + 75 Graduate Credits** Must Include Master's Degree
1	\$ 43,274	\$ 45,221	\$ 47,168	\$ 48,626	\$ 51,246
2	\$ 44,139	\$ 46,125	\$ 48,111	\$ 50,960	\$ 53,808
3	\$ 45,022	\$ 47,048	\$ 49,074	\$ 53,382	\$ 56,389
4	\$ 47,047	\$ 49,312	\$ 51,577	\$ 55,864	\$ 58,927
5	\$ 49,094	\$ 51,625	\$ 54,155	\$ 58,406	\$ 61,285
6	\$ 51,181	\$ 53,969	\$ 56,756	\$ 61,064	\$ 63,736
7	\$ 53,312	\$ 56,388	\$ 59,464	\$ 63,816	\$ 66,290
8	\$ 55,124	\$ 58,543	\$ 61,961	\$ 66,497	\$ 68,942
9	\$ 56,943	\$ 60,723	\$ 64,502	\$ 69,222	\$ 71,353
10	\$ 58,765	\$ 62,892	\$ 67,018	\$ 71,923	\$ 73,851
11	\$ 60,587	\$ 65,109	\$ 69,631	\$ 74,727	\$ 76,362
12	\$ 62,405	\$ 67,237	\$ 72,069	\$ 77,118	\$ 78,806
13	\$ 64,276	\$ 68,713	\$ 73,150	\$ 78,198	\$ 80,304
14	\$ 65,562	\$ 69,867	\$ 74,172	\$ 79,136	\$ 81,509
15	\$ 66,808	\$ 71,010	\$ 75,212	\$ 80,006	\$ 82,404
16	\$ 68,010	\$ 72,100	\$ 76,189	\$ 80,888	\$ 83,146
17	\$ 69,168	\$ 73,136	\$ 77,104	\$ 81,776	\$ 83,894
18	\$ 70,273	\$ 74,151	\$ 78,029	\$ 82,594	\$ 84,651
19	\$ 71,329	\$ 75,147	\$ 78,965	\$ 83,420	\$ 85,411
20	\$ 72,399	\$ 76,136	\$ 79,872	\$ 84,255	\$ 86,181
21	\$ 73,485	\$ 77,138	\$ 80,791	\$ 85,098	\$ 86,956
22	\$ 74,513	\$ 78,117	\$ 81,720	\$ 85,946	\$ 87,738
23	\$ 75,556	\$ 79,048	\$ 82,539	\$ 86,808	\$ 88,527
24	\$ 76,614	\$ 79,989	\$ 83,363	\$ 87,676	\$ 89,324
25	\$ 77,686	\$ 80,942	\$ 84,197	\$ 88,551	\$ 90,128
26	\$ 78,463	\$ 81,330	\$ 84,197	\$ 88,551	\$ 90,939
27	\$ 78,463	\$ 81,330	\$ 84,197	\$ 88,551	\$ 91,759
28	\$ 78,463	\$ 81,330	\$ 84,197	\$ 88,551	\$ 92,584
29	\$ 78,463	\$ 81,330	\$ 84,197	\$ 88,551	\$ 93,417

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

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

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

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

Maximum Placement New Hires

Created by HRIS, Compensation & Records

**APPENDIX B:  
JEFFCO COUNTY PUBLIC SCHOOLS  
CERTIFIED SALARY SCHEDULE ADDITIONAL PERFORMANCE PAY  
EFFECTIVE 2021-2022 SCHOOL YEAR**

Level	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Positions
1	\$4,003	\$3,638	\$3,092	\$2,184	\$1,274	Schedule 1: Hd. Football; Hd. Basketball; Hd. Volleyball; Yearbook Sponsor (w/o Class); Cheerleading Sponsor (1); Dance Sponsor (1); Forensics I Sponsor (w/10+debates); Theatre I Sponsor (w/2+major productions); Hd. Instrumental Band Director; Hd. Choral Director; Newspaper (w/o Class); Student Senate Sponsor (w/o Class)
2	\$4,100	\$3,736	\$3,190	\$2,279	\$1,371	
3	\$4,198	\$3,834	\$3,288	\$2,377	\$1,469	
4	\$4,294	\$3,932	\$3,385	\$2,475	\$1,567	Schedule 2: Hd. Gymnastics; Hd. Track; Hd. Wrestling; Hd. Baseball; Hd. Soccer; Hd. Softball; Hd. Swimming; Hd. Lacrosse; Forensics II Sponsor (w/7-9 debates); Hd. Girl's Field Hockey (Golden Only); Hd. Skiing (Evergreen Only); Hd. Ice Hockey; Diving (17+).
5	\$4,392	\$4,028	\$3,481	\$2,573	\$1,664	
6	\$4,489	\$4,126	\$3,579	\$2,670	\$1,762	Schedule 3: Asst. Baseball; Asst. Basketball; Asst. Football; Asst. Soccer; Asst. Volleyball; Asst. Gymnastics; Asst. Track; Asst. Wrestling; Asst. Softball; Asst. Lacrosse; Asst. Ice Hockey (25+); Hd. Tennis; Hd. Cross-Country; Hd. Golf; Hd. Musical Director; Asst. Instrumental Music Director; Theatre II Sponsor (w/1 major production); Choral Asst; Yearbook Sponsor (w/Class); Asst. Girl's Field Hockey (Golden Only); Diving (13-16); Asst. Swimming (24+); Asst. Cheer Sponsor (10+); Asst. Dance Sponsor (14+); Asst. Skiing (40+)
7	\$4,587	\$4,223	\$3,677	\$2,768	\$1,858	
8	\$4,684	\$4,321	\$3,775	\$2,865	\$1,955	
9	\$4,781	\$4,419	\$3,872	\$2,962	\$2,053	
10	\$4,879	\$4,516	\$3,969	\$3,060	\$2,151	Schedule 4: Asst. Forensics Sponsor (w/Forensic I Sponsor); Asst. Theatre Tech (w/Theatre I Sponsor); Instrumental Music Instructors I & II; Diving (8-12); Asst. Tennis (22+); Asst. Co-Ed Cross-Country (50+); Newspaper Sponsor (w/Class); Student Senate Sponsor (w/Class); Asst. Golf (15+)
11	\$4,977	\$4,612	\$4,065	\$3,157	\$2,248	
12	\$5,075	\$4,710	\$4,163	\$3,255	\$2,345	Schedule 5: Musical Instructor; Choral Music Instructor; Diving (3-7).

For Steps 14 - 26+, add the corresponding amount below to Step 12 of the respective Schedule of the position:

14,15 add \$216      18,19 add \$649      22,23 add \$1,082      26 or over add \$1,514

16,17 add \$433      20,21 add \$865      24,25 add \$1,298

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

## APPENDIX C: Benefit Programs

1 For full-time employees (scheduled 0.75 FTE or more in standard hour jobs) the District will provide:

1-1 A non-taxable employer contribution of up to \$529 per month for the 2021-2022 plan year to offset the cost of District-provided medical benefits in which the employee has enrolled.

1-2 The District shall make available the following health and welfare benefit plans. Employees must enroll in the plans during the timeframes and in such manner as established by the District, unless enrollment is automatic, as noted below:

Benefit Plans	Funding/Enrollment/Exceptions
Medical	Cost is shared between employee and District. Enrollment is voluntary.
Dental	Cost is shared between District and employee with employer contribution of \$10 per month for 2021-2022 plan year. Enrollment is voluntary.
Vision	Paid by employee. Enrollment is voluntary.
Basic Life Insurance Basic AD&D Insurance Short-Term Disability Insurance Long-Term Disability Insurance	Paid by District. Employee will automatically be enrolled once coverage becomes effective.
Flexible Spending Accounts	Paid by employee. Enrollment is voluntary.
Health Savings Account	Enrollment is voluntary. Employee must be enrolled in a District, qualifying high-deductible health plan in order to enroll. An employer contribution of \$50 month for individuals enrolled in the Kaiser \$3,500 HDHP plan at the employee-only coverage level, will be made to the HSA for the 2021-2022 plan year, provided the employee enrolls in the HSA.
Voluntary Life Insurance (employee, spouse, child)	Paid by employee. Enrollment is voluntary.

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

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

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

4 Sick and Personal Leave Payout Eligibility

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

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

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

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

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

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

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

## **APPENDIX D: Sick Leave Bank**

### Sick Leave Bank

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

### Requests/Grants

- 2-1 All accrued sick, personal, vacation, compensatory or other leave hours/days must be exhausted before a request may be granted.
- 2-2 Employees will complete a request form and provide requested documentation of injury or illness in order to be considered for a grant of hours/days. Requests may be granted based on an appropriate qualified injury or illness that meets the standard definitions of FMLA or short term disability, and uses these approval periods as method for determining days/hours granted.

- 2-3 Employees in their first three years of employment may request a family hardship grant. To do so, employees will complete a request form for family hardship, specifically for the care of a child with severe injury or illness. An award may be made up to a maximum of 10 days only. This is available only to employees in the first three years of employment, and only one time in the employee's career.
- 2-4 Requests/Grants can be made for full days of absence and for intermittent absences in cases of demonstrated need.
- 2-5 Maximum grant allowance for personal injury or illness is 30 days; in the event an employee is receiving other income replacement through district programs/insurances, the sick leave bank may grant only up to 30 days of insurance offset.
- 2-6 Any granted but unused hours/days will be returned to the sick leave bank fund for use by other employees in need.

#### Program Management

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

## **APPENDIX E: MEMORANDA OF UNDERSTANDING**

### **MEMORANDUM OF UNDERSTANDING**

#### Salary Placements for Summer School

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”) and the Jefferson County Education Association (“JCEA”) and applies to summer school pay for the 2020 summer school programs and will expire as of August 31, 2021.

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

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

School nurses working in support of various summer school programs in the summer of 2021 will be paid per diem rate.

### **MEMORANDUM OF UNDERSTANDING**

#### Referred Proposals, Compensation and Salary Placements, 2021-2022

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

The District and JCEA recognize that hiring and retaining qualified, experienced educators is critical to both parties, and offering competitive compensation is an important contributor toward accomplishing this goal.

In accordance with Collective Bargaining Agreement (CBA) Article 4-1-3, the parties convened to negotiate the full contract in the spring of 2021 with each party becoming initiating author of article proposals, compensation, and benefits. In accordance with CBA Article 4-2-1, the results of negotiations are set forth below:

- 1) The District and JCEA negotiations teams agree to amend the Preamble and Articles 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 16, 17, 18, and 20. The District will provide JCEA with a “redline” draft of the Preamble and each of the Articles which will show the changes agreed upon during negotiations. Any issues with the changes will be resolved by mutual agreement of the leadership of the bargaining teams.

- 2) The District and JCEA have agreed to create new articles related to Equity in the School District (Article 22), Remote/Virtual Instruction (Article 23), Elementary Visual Arts, Music and Physical Education (Article 24), School Nurses (Article 25), and Special Education Services (Article 26). The District will provide JCEA a “clean” draft of each new Article as agreed upon during negotiations. Any issues with the drafts of new Articles will be resolved by mutual agreement of the leadership of the bargaining teams.
- 3) The District and JCEA have agreed to updates to summer school pay rates, as set forth in the attached Memorandum of Understanding, Salary Placement for Summer School.
- 4) The District and JCEA have agreed to two steps applied to all eligible educators, for completion of the 2019-20 school year and completion of the 2020-21 school year.
- 5) The District and JCEA have agreed to a 3% ongoing cost of living adjustment for all educators.
- 6) The District and JCEA have agreed to adjustment to Appendix A: Educator Salary Schedule, adding a new lane 2 and updating all values in the salary schedule to be consistent with the changes set forth herein.
- 7) The District and JCEA have agreed to adjustments to Appendix C: Benefit Programs related to years of coverage and contribution rates to Health Savings Accounts for certain participants.
- 8) Eligible educators will receive a one-time pay payment equivalent to 1% of the educator’s annual salary, payable in November 2021.
- 9) Educators will be granted lane advancement as set forth in Article 17-7, as amended, payable beginning in September 2021.
- 10) The Parties have significant mutual interests in the following proposals, but agree that these proposals need more analysis, the collection of additional information and further discussion before an agreement can be reached (collectively referred to as the “Referred Proposals”):

Planning Time, including elementary school instructional day length;  
Class Size, Case Loads and time;  
Compensation Structures, General;  
Compensation Structures, Warren Tech and CTE;  
Special Education Services staffing, caseload and time;  
Visual Arts, Music and Physical Education caseload, time and compensation structures; and  
Academic Freedom

The Parties have agreed as part of the modification of Article 10 of the Agreement to establish a Collaborative Working Group to address issues of importance to the Parties on a regular basis throughout the school year.

- 11) The Referred Proposals will be the focus of discussion by the Collaborative Working Group during the 2021-2022 school year with the intention of better informing the Parties about the issues involved. The District agrees that notwithstanding any language to the contrary contained in a successor agreement, the subject matter addressed in the Referred Proposals may be brought forward by JCEA during negotiations between the Parties for the 2022-2023 school year.
- 12) Subject to ratification by its members and approval by the Board of Education, JCEA accepts the District Compensation Package.
- 13) The Parties may establish a working group or other alternate method to address the JCEA proposal on Sick and Personal Leave Usage.

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