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**NEGOTIATED AGREEMENT**

between

**JEFFERSON COUNTY PUBLIC SCHOOLS  
and  
JEFFERSON COUNTY EDUCATION ASSOCIATION**

**Jefferson County, Colorado**

(Includes the 2004, 2005 and 2006 supplements)

**PREAMBLE**

THIS AGREEMENT is made and entered into by and between the JEFFERSON COUNTY PUBLIC SCHOOLS in the STATE of COLORADO, and the JEFFERSON COUNTY EDUCATION ASSOCIATION, this 1st day of September, 2003.

The JEFFERSON COUNTY PUBLIC SCHOOLS 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 parties recognize that 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 parties recognize and appreciate the quality and integrity of the learning and teaching process and believe students and their proficiencies are the central focus of this District.

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

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

The success of an exceptional educational program depends upon a qualified staff dedicated to high standards and professional development. The District and the Association commit to enhancing the character of the teaching profession in a climate which values

employees, promotes positive morale and demonstrates integrity, fairness and trust.

The partnership between the District and the Association supports processes that include open communication, consensus-building and active involvement. The District and the Association believe that the best decisions are made in an environment that includes mutual trust, respect, understanding, cooperation and support.

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

## **ARTICLE 1**

### **Definitions**

1-1 The term "teacher" as used in this Agreement shall mean all full-time, non-administrative personnel, teachers in residence, alternative licensure teachers and part-time teachers, as defined in Section 1-10, licensed by the Colorado State Department of Education. The term "teacher" shall not include persons who teach less than part-time, substitute teachers, or educational assistants.

1-2 The term "Board" as used in this Agreement shall mean the Jefferson County School District R-1 School Board.

1-3 The term "Association" as used in this Agreement shall mean the Jefferson County Education Association.

1-4 The term "School District" or "District" as used in this Agreement shall mean the Jefferson County School District R-1 in the State of Colorado.

1-5 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.

1-6 The term "workweek", unless specified otherwise in other sections of the Agreement, shall be a period of time not to exceed forty (40) hours of teaching and school-related duties falling from Monday through Friday each week.

1-7 The term "workday", unless specified otherwise in other sections of this Agreement, shall be defined as that continuous period of time each day the teacher is assigned teaching and school-related duties.

1-8 The term "instructional day" as used in this Agreement shall mean that period of time a teacher is assigned teaching duties, including planning time.

1-9 Continuous service as used in this Agreement shall mean the length of service as a full-time contracted teacher of the District and shall be computed from the teacher's first year of employment, except for the teacher who is employed on a full-time basis for less than a full school year during his/her first year of employment. Said teacher shall receive credit for the period of time during the first year he/she worked, commencing on the first day he/she provided service to the District on a full-time contracted basis. Time spent on sabbatical leaves shall be credited toward continuous service. Continuous service shall not be interrupted by other approved leaves of absence, resignation or termination, followed by rehiring within thirty-nine (39) months. However, such period of time during such leaves of absence or after termination or resignation and prior to rehiring shall not be credited as continuous service.

1-10 The term "part-time teacher" as used in this Agreement 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 one hundred eighty-eight (188) days during a school year.

1-11 The term "substitute teacher" as used in this Agreement shall mean a teacher 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 regular school days, or one semester or equivalent time as determined by the annual school year calendar of the District in which the teacher is employed during an academic year. "Substitute teacher" also means an itinerant teacher who normally performs services as an employee of a school district for four 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.

## **ARTICLE 2**

### **General**

2-1 The District shall not discriminate against any teacher on the basis of race, religion, color, national origin, gender, age, disabilities, sexual orientation, marital status, ancestry, or membership or non-membership in any teacher organization.

2-2 The Association agrees to admit persons to its membership without discrimination on the basis of race, religion, color, national origin, gender, age, disabilities, sexual orientation, marital status, ancestry and shall represent equally all teachers without regard to membership or non-membership in any teacher organization.

2-3 Teacher grievances alleging discriminatory treatment by the District based, or believed to be based, on the complainant's race, religion, color, national origin, gender, age, disabilities, sexual orientation, marital status, and/or ancestry may be filed with either the District's Administrator, Office of Employee Relations or the JCEA Executive Director.

2-3-1 The teacher will make a choice to have his/her grievance handled in accordance with Article 7 in this Agreement or through the District's Office of Employee Relations, but the teacher may not use both procedures.

2-4 The Association will be mailed a copy of the agenda and related background materials for each official Board meeting at the same time the Board members are mailed their copies. Approved minutes will be mailed on the same basis.

2-5 Copies of Bylaws and Policies of the District and the related work regulations are on the District's website and can be downloaded from the District's website.

2-6 This Agreement constitutes Board Policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

2-7 This Agreement shall be governed and construed according to the Constitution and laws of the United States and State of Colorado.

2-8 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.

2-9 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 teacher 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.

## **ARTICLE 3**

### **Recognition/Duration**

3-1 Pursuant to Board Policy and Procedure Section HG, Methods of Recognizing Staff Negotiating Organizations, as in effect on the date of this Agreement, the Board recognizes the Association as the exclusive representative of all full-time, non-administrative personnel and part-time teachers, as defined in Section 1-10, teachers in residence and teachers in alternative licensure programs licensed by the Colorado State Department of Education.

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.

3-3 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as the exclusive representative of teachers employed by the District until August 31, 2007.

## **ARTICLE 4**

### **Printing and Distribution of Master Agreement**

4-1 The District will have a complete copy of the Agreement permanently posted on the District website within thirty (30) school days of adoption by the Board. The Association will inform all teachers of the location of the Agreement on the District website. The agreement will be available to download from the District website.

4-1-1 Whenever an addendum to this Agreement is adopted by the Board and the Association, the addendum will be updated, posted on the District website, and integrated into the Agreement.

## **ARTICLE 5**

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

#### 5-1 Representation

5-1-1 The Board, through its designated representatives, shall meet with representatives of the Association and shall negotiate for the purpose of reaching agreements.

5-1-2 The Board and the Association, through their representatives, shall develop jointly, reduce to writing, and mutually approve the procedures for negotiating in good faith on any subject or matter which either party deems important to the welfare of the teachers and/or the School District.

#### 5-2 Successor Agreement

5-2-1 Written requests for negotiation of a successor agreement may be submitted by the District to the Association, or by the Association to the District, through their representatives. Such written requests shall be submitted not later than February 15, 2007, or at such later date as may be agreed upon by both parties. Such requests will specify the subject matter to be considered and will include the specific written proposal(s) to be submitted for negotiations. A written acknowledgment of the request will be made within ten (10) days of the receipt of the request.

5-2-2 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent in writing of the parties hereto.

5-2-3 The provisions of this Agreement shall become effective September 1, 2003, and shall continue and remain in full force and effect until mid-night, August 31, 2007 with the exception of compensation items (salary and cost of living allowance; steps and levels; flex dollars; insurance benefits; additional performance pay; department chairs; additional coverage pay; outdoor lab pay; induction program pay; District contribution to PERA matching; sick leave payout when leaving the District and supplemental retirement) which will be negotiated for the second, third and fourth year of the Agreement. In addition, each party to this Agreement shall have the option to submit two (2) items of their choice for negotiation in 2004, 2005 and 2006. Additional items may be negotiated only by mutual agreement of both parties.

Written requests for such negotiations shall be submitted by March 1, 2004, 2005 and 2006, and negotiations shall commence by March 15 unless the parties mutually agree to change the dates.

#### 5-3 Conducting Negotiations

5-3-1 Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party, provided that the first meeting shall be held on or about the 1st day of March. The parties may extend the aforementioned date by mutual consent. The parties shall attempt to reach agreement by August 31. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.

5-3-2 Negotiation meetings should be scheduled at times which interfere the least with school schedules. However, if the mutually agreed upon time is during the course of a school day, the members of the teams shall be released from school duties without loss of pay to attend such meetings.

5-3-3 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

5-3-4 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5-3-5 Negotiations shall be conducted in open sessions, unless both parties agree to the contrary.

#### 5-4 Adopting Agreements

5-4-1 Tentative agreements reached as a result of such negotiations will be reduced to writing and presented by the Association to its membership within thirty (30) school days after tentative agreement has been reached. The Association shall have twenty (20) school days from the date that the tentative agreement has been presented to its membership in which to advise the Board in writing of the acceptance or non-acceptance of said tentative agreement. Absence of a written reply within this allotted time shall constitute ratification. Within thirty (30) school days following ratification, the Agreement shall be presented to the Board for its tentative approval. After the Agreement is adopted by the Board, the final Agreement will be signed by the Board and the Association.

#### 5-5 Impasse Resolutions

5-5-1 If the negotiations described in Sections 5-3 and 5-4 have reached an impasse, the issues in dispute shall be submitted to mediation/fact-finding for the purpose of inducing the District and the Association, through their representatives, to reach a voluntary agreement. The parties shall select a mediator/fact-finder from the available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to agree upon a mediator/fact-finder, the mediator shall be selected in the following manner:

5-5-1-1 As agreed upon before negotiations begin, or immediately after demand for or submission to mediation/fact-finding, the American Arbitration Association or the Judicial Arbitrators Group shall be requested to submit simultaneously to each party an identical list of five (5) persons skilled in mediation/fact-finding of educational matters. Each party has five (5) school days from postmark date to postmark date in which to strike any names to which it objects, numbering the remaining names in order of its preference, and to return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.

5-5-1-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator/fact-finder.

5-5-1-3 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 shall appoint a mediator/fact-finder from its other members without submitting additional lists.

#### 5-6 Conducting Mediation/Fact-finding

5-6-1 The mediator/fact-finder will have the authority to hold hearings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions.

5-6-2 The mediator/fact-finder will meet with the District and the Association, through their representatives, either separately or together, to mediate the disputes.

5-6-3 To the extent that a tentative agreement is reached as a result of such mediation, the procedures provided in Sections 5-6-1 and 5-6-2 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.

5-6-4 If mediation described in Section 5-6 has failed to bring about agreement on all issues, the mediator/fact-finder shall proceed with fact-finding, unless either the District's representatives or the Association's representatives object to continuing with the services of the mediator/fact-finder. If either party objects, another fact-finder shall be selected as outlined in Section 5-5.

5-6-5 Within five (5) school days after receiving the fact-finding report of the mediator/fact-finder or the fact-finder, the District and the Association, through their representatives, will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting. Thereafter, such report shall be declared a public document.

5-6-6 The respective parties shall take official action on the report of the mediator/fact-finder or the fact-finder no later than thirty (30) school days after the meeting described in Section 5-6-5 above.

5-6-7 To the extent that tentative agreement is reached on the issues in dispute as a result of such mediation/fact-finding, the procedures provided in Sections 5-4-1 and 5-4-2 shall apply.

5-6-8 The costs for the services of the mediator/fact-finder, or fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5-6-9 Either party may request that an official stenographic record of all or part of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting a stenographic record shall pay the costs thereof, except that if the other party shall request a copy of any transcript, it shall share equally the entire cost of making the stenographic record.

5-6-10 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

## **ARTICLE 6**

### **Educational Task Force**

#### 6-1 Establishment of Task Forces

6-1-1 The task force shall be formed for a specific problem, if and when these problems in need of study arise.

6-1-2 The task force will be established when the District and the Association agree to the need for a study and recommendations.

6-1-2-A The parties agree to form a joint task force composed of the Jefferson County Public School District and Jefferson County Education Association representatives separate from formal negotiations during the 2005-2006 school year that will study and make specific recommendations regarding the Jefferson County Public Schools Licensed (Teacher) Salary Schedule.

6-1-3 The task force will be dissolved when the study of the specific problem is finished and a report and recommendation are made to the District and the Association.

6-1-4 The composition of the task force will include an equal number of teachers and administrative personnel. The number of members shall be mutually agreed upon by the District and the Association.

6-1-5 Interested members of the community may be included on any task force, if the District and the Association mutually agree that such inclusion will provide significant contribution to the resolution of the problems being considered.

6-1-6 The teacher members of the task force shall be selected by the Association and administrative members by the District. A member of the Employee Relations staff and JCEA staff may serve on the task force in an ex-officio capacity.

6-1-7 Time limits for task forces shall be mutually agreed upon by the District and the Association.

6-1-8 Adequate release time shall be provided for all classroom teacher members of a task force to facilitate a timely and thorough resolution of the problem.

6-1-9 The task force shall submit a written report to JCEA and the District. Any recommendation(s) not accepted and/or implemented prior to the next succeeding series of negotiations shall be subject to negotiations annually unless otherwise mutually agreed to by the parties. The parties shall notify each other in writing of their action on the report in a timely fashion.

6-2 The District agrees to provide funds for necessary expenses incurred by a task force. Such funds will be allocated on a need basis and are subject to prior approval by the Board of Education.

## **ARTICLE 7**

### **Grievance Procedure**

#### 7-1 Definition

7-1-1 A grievance is a dispute, disagreement or controversy concerning the interpretation or application of this Agreement or related matter.

#### 7-2 Purpose

7-2-1 The purpose of this grievance procedure is to provide a fair, formal and expeditious manner of resolving differences. Toward these ends, teachers are encouraged to attempt to resolve problems on an informal basis prior to filing a grievance. The problem will first be discussed, in person, with the teacher's immediate supervisor in an effort to resolve the matter.

#### 7-3 Time Limitation

7-3-1 No grievance shall be recognized by the District or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, except by mutual agreement of the Association and the Office of Employee Relations.

#### 7-4 Procedure

##### 7-4-1 Level One

7-4-1-1 A formal grievance is initiated when the Association's Executive Director, UniServ Director, and/or building Association representative signs the grievance and it is transmitted in writing, using the appropriate form, to the Office of Employee Relations, to the grievant's immediate supervisor and to the Association.

The Level One meeting between the immediate supervisor and grievant will be held within five (5) school days after the appropriate supervisor, the Office of Employee Relations, and the Association receive the written grievance.

7-4-1-2 The immediate supervisor shall render a written decision within five (5) school days of the Level One meeting. Copies of this decision shall be transmitted to the Office of Employee Relations, the Association and the grievant.

##### 7-4-2 Level Two

7-4-2-1 The Association shall file a grievance directly with the Office of Employee Relations if:

- A. The grievance affects more than one (1) teacher at more than one (1) school; or
- B. The grievance was previously filed at Level One but was not resolved to the satisfaction of the grievant or the Association; or
- C. No decision was rendered within five (5) school days of the Level One meeting; or
- D. The grievance affects the Association's representative status.

7-4-2-2 A request for a Level Two hearing will be transmitted in writing by the Association to the Office of Employee Relations within ten (10) school days after receipt of the Level One decision, or fifteen (15) school days after the Level One hearing, whichever is sooner.

7-4-2-3 The assistant superintendent, area administrator(s) for school articulation, or a director of Special Education (for Special Education and Related Services [SERS] personnel only) will serve as umpire at the Level Two hearing. When a grievance does not relate to a specific administrative area, or if it concerns an administrative decision made by the assistant superintendent or the area administrators for school articulation, the parties shall mutually agree upon an umpire. Such hearing will take place within ten (10) school days after receipt of the written request for a Level Two hearing by the Office of Employee Relations. The umpire will furnish JCEA and the District with a written copy of his/her decision and reasons within ten (10) school days after the grievance was heard.

7-4-2-4 The District and JCEA may mutually agree to submit the grievance to mediation after a Level Two decision has been rendered. In such instances, the timelines outlined in Section 7-4-3-1 shall be followed. The mediator shall be selected by the process prescribed in Sections 5-5-1, 5-5-1-1, and 5-5-1-2. Both parties agree

to implement any settlement reached. If no settlement is achieved, the grievant may request a Level Three hearing. The costs and expenses of the mediator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

#### 7-4-3 Level Three

7-4-3-1 If the aggrieved person and/or the Association is not satisfied with the disposition of a grievance at Level Two, or if no decision has been rendered within ten (10) school days after the umpire has heard the grievance, the Association may, if it deems the grievance meritorious, request a hearing before an arbitrator. Such request must be submitted in writing within fifteen (15) school days after the Association receives a Level Two decision, or twenty-five (25) school days after the Level Two hearing, whichever is sooner.

7-4-3-2 The parties shall, upon execution of this Agreement, take immediate steps to establish a mutually-acceptable list of not less than three (3), or more than five (5), arbitrators. Additions to the list shall be made by mutual consent of the parties. Deletions from the list shall be made by mutual consent, or by request of either party.

The impartial arbitrator for each Level Three grievance shall be selected on a rotating basis, commencing with the first name on the list, and proceeding through the list in alphabetical order. The parties may deviate from this procedure by mutual consent, or if the designated arbitrator is unable to serve.

In the event none of the mutually- agreed upon arbitrators is available to hear a grievance within 90 days of a Level Three request, an arbitrator shall be selected in the manner provided in Section 5-5 for selecting a mediator.

7-4-3-3 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.

7-4-3-4 All hearings held by the arbitrator shall be in open sessions, and no news releases shall be made concerning progress of the hearing.

7-4-3-5 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, reasoning, conclusions and recommendations, which shall be consistent with law and with the terms of this Agreement.

7-4-3-6 Within ten (10) school days after receiving the report of the arbitrator, the District and the Association will meet to discuss the report. No more than ten (10) persons of each party shall attend such meeting. No public release may be made until after such meeting.

7-4-3-7 The Board and the Association shall take official action on the report of the arbitrator not later than thirty (30) school days after receipt of the report of the arbitrator.

7-4-3-8 The costs and expenses of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

7-4-3-9 Either party may request an official stenographic record of the testimony at the hearings under the terms and conditions provided in Section 5-6-9.

7-4-3-10 The report of the arbitrator shall be advisory only, and final determination of the issues raised by the grievant shall be made by the Board.

#### 7-5 Rights of Teachers to Representation

7-5-1 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

7-5-2 Any party may represent himself/herself or be represented by the Association or its designee at any level of the grievance procedure; and the immediate supervisor may be represented by another representative of the administration.



However, a grievant may not be represented by anyone other than a representative designated by the Association. The Association shall have the right to be present and to state its views at any level of the grievance procedure.

#### 7-6 General

7-6-1 Timelines may be extended by mutual written agreement by the parties.

7-6-2 No written or printed material dealing 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 in interest.

7-6-3 To facilitate operations of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Office of Employee Relations and the Association.

7-6-4 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 meeting or hearing, and the necessary travel time in connection therewith. The Association will notify the Office of Employee Relations of those to be released no less than three (3) days prior to the meeting or hearing.

7-6-5 Upon request, the parties will make available to each other any data in their possession regarding a grievance.

7-6-6 With reasonable notice, the Executive Director of the Association, or his/her designee, may review information within a teacher's official personnel file as provided for in CRS 24-72-204(3)(a)(II), or upon producing written permission for such inspection, signed by the teacher whose file he/she wishes to inspect.

7-6-7 Upon either party's request, the impartial arbitrator selected under the provisions outlined in Section 7-4-3-2 will follow the applicable expedited rules and procedures of the American Arbitration Association or the Judicial Arbitrators Group with regard to transfer grievances.

## **ARTICLE 8**

### **Teacher Assignment**

8-1 Teachers shall be assigned within the scope of their teaching license or their major or minor fields of study, except where emergency dictates.

8-2 Teachers, other than ones newly-appointed, shall, if possible, be shown their proposed programs for the coming school year, including the schools to which they will be assigned, the grade levels and/or subjects they will teach, before the school year ends, or earlier; and any subsequent change in grade or level assignment in the elementary schools and in subject assignment in the secondary schools shall be made with full knowledge of the teacher.

8-3 Schedules of teachers who are assigned to more than one (1) school building will be arranged so that no teacher will be required to engage in an unreasonable amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

## **ARTICLE 9**

### **Teacher Work Hours/Work Year**

9-1 All teachers on the regular salary schedule may be assigned teaching and school-related duties for a maximum of forty (40) hours per week, including duty-free lunchtime. The hours a teacher works per day shall be determined by the local school schedule, except that no teacher's regularly-scheduled daily work assignment shall be other than in a consecutive time block, unless otherwise agreed to in writing by the teacher and the principal. Saturday and/or Sunday work will be totally voluntary.

9-2 Except as set forth in Section 9-5, the regular teacher work year will not exceed one hundred eighty-eight (188) days.

9-2-1 The regular teacher work year will include one (1) day or equivalent seven and one half (7.5) hours outside the normal work schedule necessary to complete the activities associated with providing a quality educational program. The

faculty at each school will decide collaboratively whether to add that day to the school schedule or allow each faculty member to apply the equivalent seven and one half (7.5) hours.

9-2-1-2 Teachers will work two (2) non-contact days, each to be paid at a per diem rate of one one hundred eighty-seventh (1/187th) of their salary. The use of non-contact days will be determined per Article 9-2-1 and Article 20. At least two (2) non-contact days will be teacher directed.

9-2-1-3 Schools will utilize three (3) non-contact days from the one hundred-eighty (180) pupil contact days for staff development and teacher directed time. At least one and one half (1.5) of these three (3) days in half (1/2) day blocks will be utilized as teacher directed time. The use of the non-contact days will be determined as per Article 20.

9-2-2 New teachers who are employed with the District will work an additional six (6) days, at the per diem salary rate, to participate in the District's Induction Program for their first two (2) years. JCEA and District representatives will annually develop the Induction Program that will result in the enhancement and improvement of instruction in District classrooms. New teachers will be involved in this program and second year teachers will continue in a six (6) day Induction Program at the per diem salary rate.

9-3 Faculty and other meetings during orientation days at the beginning of the school year shall be kept to a minimum to enable teachers to complete their classroom preparations, and teachers agree to utilize this time effectively to prepare for classroom instruction.

9-4 Teachers shall have a duty-free lunch period of no less than thirty (30) minutes, exclusive of passing and inter-school travel time. Teachers may leave the building during their duty-free lunch period, provided such absence from the building does not interfere with their regular assignment. The principal's office must be notified prior to such absence from the building.

9-5 Speech therapists, office occupation coordinators, distributive education coordinators, psychologists, resource teachers, social workers, and all other non-administrative licensed personnel, except classroom teachers, may be required to begin their work year up to ten (10) workdays before the first day when pupils are in attendance, and terminate their work year up to ten (10) workdays after the last day when pupils are in attendance. Any teacher who is required to work beyond the regular teacher work year, as set forth above, will be compensated at his/her regular rate of pay (computed on the basis of a one hundred eighty-seven (187) day work year) for all additional time worked. Except as otherwise provided above, no teacher will be required to accept any assignment other than during the regular teacher work year.

9-5-1 Teacher contract days shall be one hundred eighty-eight (188) days, including the one (1) day equivalent defined in 9-2-1.

9-5-2 Classroom teacher-pupil contact days shall be a minimum of one hundred seventy-five (175) days, but no more than one hundred-eighty (180) days as determined by District policy.

The District recognizes the increased demand placed on teachers by the State-mandated assessments and the preparation necessary to administer the assessments. Current policy requires one hundred seventy-five (175) full student contact days. This proposal would allow two (2) days of the one hundred seventy-five (175) days to be identified as "modified contact days." "Modified contact days" are defined as student contact days not requiring attendance of all students at the grade for the normally scheduled instructional day. The "modified contact days" would require student contact throughout the instructional day. This proposal would be in effect for the duration of the contract.

9-5-3 School library information specialists shall report for work three (3) days before the reporting date for classroom teachers, unless the library information specialist and the principal or immediate supervisor mutually agree to a different schedule for the six (6) additional days. (Library information specialists shall receive additional pay at the rate of one one hundred eighty-seventh [1/187th] of their annual salaries for each additional day worked.)

9-5-4 Full-time counselors shall work ten (10) additional days per year, and part-time counselors shall work five (5) additional days per year. (Counselors shall receive additional pay at the rate of one one hundred eighty-seventh [1/187th] of their annual salaries for each additional day worked.)

9-6 Teachers will, in addition to their lunch period, have individually directed planning time consistent with school scheduling patterns, but not less than two hundred twenty-five (225) minutes per week. In no instance shall any time block of less than thirty (30) minutes be considered planning time. For teachers in grades K through 12, such planning time shall be scheduled within the student day, unless agreed to otherwise by the principal and the teacher. Planning periods which are during the student-teacher contact day shall be used for planning and preparation as determined by the teacher, grade level, department or team.

9-7 Teachers will not be required to cover classes for other teachers or to perform supervisory duties during their preparation time, but they may be asked to cover classes voluntarily to accommodate educationally-significant programs such as field trips.

9-8 Exceptions to the foregoing provisions may be made only in cases of emergency.

9-9 Scheduled parent-teacher conferences shall be conducted within the forty (40) hour workweek with the following provisions:

A. Lunch time scheduled in excess of the thirty (30) minute duty-free lunch period shall not be counted within the forty (40) hour workweek.

B. Parent-teacher conferences may be scheduled in the evening, provided no individual school shall schedule more than two (2) evenings for parent-teacher conferences at each scheduled conference time. Teachers will be provided with an equivalent amount of time off for such evening parent-teacher conferences as mutually agreed by the teachers and the building administration.

C. When scheduled parent-teacher conferences extend into the evening hours, time scheduled for dinner shall not be included in the forty (40) hour workweek.

9-10 Both parties recognize that classroom interruptions diminish the time on task for instruction; therefore, the parties agree that policies designed to minimize disruption by the use of intercoms and summoning students out of classrooms during instructional periods shall be developed in each school, as per Article 20.

9-11 Head coaches and head sponsors who are required to take CPR/First Aid training will be entitled to credit(s) on the salary schedule and recertification credit. If a head coach or head sponsor takes CPR/First Aid training during work time, they will only receive recertification credit(s) for the course.

## **ARTICLE 10**

### **Part-Time Teachers**

10-1 The District may employ part-time teachers when full-time teaching positions cannot be reasonably scheduled. It is agreed that the District will attempt to minimize part-time positions. Further, Human Resources will act as a central clearing house for information sharing and pairing part-time positions into full-time positions whenever possible. Teachers working in job sharing assignments will not accrue continuous years of service toward supplemental retirement credit.

10-2 The following shall apply to those part-time contracted teachers assigned to teach more than one half (1/2), 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 one hundred eighty-eight (188) days during a school year.

A. Initial placement on the salary schedule shall be according to the provisions set forth in Article 44.

B. Salary shall be in proportion to their assignment.

C. One (1) increment shall be given for each year of service in the District.

D. Planning time during the workday shall be commensurate with percentage of time taught.

E. Proportional sick leave.

F. PERA.

G. Hospitalization and major medical insurance. Effective July 1, 2003, the District will contribute \$479.00 per month for each eligible part-time contracted teacher who enrolls for coverage under the District's medical, dental, and vision insurance. Employees will purchase long-term disability, life insurance, and accidental death and dismemberment insurance from this contribution. Each year during negotiations the amount of the District's contribution will be negotiated as part of any successor agreement. Part-time contracted teachers will receive any remaining money as taxable income.

Part-time teachers who waive medical insurance will receive \$160.00 per month and will purchase long-term disability, life insurance, and accidental death and dismemberment insurance. Part-time contracted teachers will receive any remaining money as taxable income. To waive medical, dental and/or vision coverage, proof of other coverage is needed.

H. Bereavement leave.

I. Jury duty and court subpoena leave.

J. Other fringe benefits as contained in this Agreement.

10-2-1 The following shall apply to those part-time non-contracted teachers assigned to teach three (3) hours and forty-five (45) minutes a workday for ninety (90) or more days, or one (1) semester or equivalent time, during a school year. In a school or work site which has a unique schedule, (i.e., block schedule, modular schedule, etc.) a half-time non-contracted teacher and principal may agree to an alternative schedule, provided the work load for said teacher shall not be greater than one half (1/2) of a full-time teacher's work load and the following shall apply.

A. Initial placement on the salary schedule shall be according to the provisions set forth in Article 44.

B. Salary shall be in proportion to their assignment.

C. One (1) increment shall be given for every two (2) consecutive years of service in the District.

D. Planning time during the workday shall be commensurate with the percentage of time taught.

E. Proportional sick leave.

F. PERA.

G. Hospitalization and major medical insurance. Effective July 1, 2003, the District will contribute \$239.50 per month for each eligible part-time teacher who enrolls for coverage under the District's medical, dental, and vision insurance. Employees will purchase long-term disability, life insurance, and accidental death and dismemberment insurance from this contribution. Each year during negotiations the amount of the District's contribution will be negotiated as part of any successor agreement. Part-time contracted teachers will receive any remaining money as taxable income.

Part-time teachers who waive medical insurance will receive \$80.00 per month and will purchase long-term disability, life insurance, and accidental death and dismemberment insurance. Part-time contracted teachers will receive any remaining money as taxable income. To waive medical, dental and/or vision coverage, proof of other coverage is needed.

H. Option to participate in life insurance (District pays full cost).

I. Bereavement leave.

J. Jury duty and court subpoena leave.

K. Option to participate in other fringe benefit programs contained in this Agreement.

L. Proportional lunch period.

10-3 During the time period on or about April 1 through June 30th, part-time District teachers may apply for advertised positions after involuntary transferees and leave returnees have been placed. District teachers (non-probationary) may apply for positions from February 1 through June 30.

10-4 Teachers who are employed on a full-time contract who have had previous part-time R-1 School District teaching experience as well as full-time experience will be given credit for such experience on the salary schedule as outlined in 10-2-C and 10-2-1-C.

## **ARTICLE 11**

### **Non-teaching Duties**

11-1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should be utilized to this end. Therefore, the Board agrees to make every effort to acquire sufficient educational assistants and part-time clerical assistants for the purpose of relieving teachers of non-teaching duties.

11-2 Teachers will not be required to drive pupils to activities which take place away from the school building.

11-3 The Association and the District mutually encourage teacher attendance at educationally-significant meetings scheduled outside of the regular workday.

## **ARTICLE 12**

### **Academic Freedom**

12-1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the 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 upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

12-2 Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safe-guard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

12-3 If and when teaching or library materials, activities or presentations are questioned by a person or parties, the procedure under Article 13 governing questioned or challenged materials will be followed.

## **ARTICLE 13**

### **Questioned and Challenged Materials**

13-1 When a person or parties raise a complaint concerning teaching or library materials, activities or presentations, the District and the teacher will follow the procedure identified below:

13-1-1 The immediate supervisor will hold a conference with the complainant.

13-1-2 If possible, the teacher(s) involved at the time of the challenge will be brought into the conference. If the teacher(s) cannot be brought into the conference, the immediate supervisor will inform the teacher(s) as to the results of said conference.

13-1-3 If the complainant is dissatisfied with the result of the conference, the immediate supervisor will inform the complainant of the following procedures and will provide him/her with the special application form, "Citizen's Request for Reconsideration of Instructional Materials," to be acted upon by the reviewing committee.

If the teacher(s) is dissatisfied with the results of the conference, the immediate supervisor will inform the teacher(s) of the following procedure and will provide him/her with the special application form, "Teacher's Request for Reconsideration of Instructional Materials," to be acted upon by the reviewing committee.

13-1-4 The immediate supervisor will forward the application to the chairperson of the reviewing -committee, together with a written report of the conference he/she held with the complainant.

13-1-5 Copies of the report will also be sent to the Superintendent and to the teacher(s) involved.

13-1-6 One (1) copy of the report will be kept in the school file.

13-1-7 The immediate supervisor will provide the chair-person of the reviewing committee with a copy or copies of the pertinent data in question.

13-1-8 Upon receipt of a signed application form, the committee will review the issues raised in a timely manner.

13-1-9 The committee will include representatives from:

- A. The administrative staff.
- B. The principals.
- C. The library information specialist staff.
- D. The teaching staff.
- E. The lay membership.

13-1-10 If the immediate supervisor's decision is being appealed, he/she will be given the opportunity to render a professional opinion on the appropriate-ness of the questioned or challenged material during the committee's review of the matter.

13-1-11 If a teacher is involved, he/she will be given the opportunity to render a professional opinion on the appropriateness of the expressed concern(s).

13-1-12 A written recommendation of the reviewing -committee will be forwarded to the Superintendent for consideration.

13-1-13 Copies of the recommendation of the Superintendent will be forwarded to all interested personnel.

13-1-14 If the complainant or teacher(s) involved is not satisfied with the recommendation of the Superintendent, he/she has the privilege of going before the Board of Education, in accordance with District procedures.

13-1-15 If the same issue is challenged at a future date, the immediate supervisor and the chair-person of the reviewing committee will examine the previous decision in the light of additional points of view. If they find any significant difference in the new challenge, the committee may again review the issue; otherwise, the original decision will stand, and a copy will be sent to the complainant explaining that the issue has been previously evaluated.

## **ARTICLE 14**

### **Professional Behavior**

14-1 Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

14-2 No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or employment without just cause. Any such discipline, reprimand, or reduction in rank, or compensation, or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure as set forth herein. All such information forming the basis for disciplinary action will be made available to the teacher and the Association.

14-3 Any teacher who is asked by an administrator to attend a meeting which the teacher believes may result in disciplinary action, reprimand, reduction in rank or compensation, or deprivation of any professional advantage may have an Association representative, which does not include an outside attorney, attend the meeting with him/her. The teacher may have the meeting postponed for a reasonable length of time (normally 24 hours) while arranging for representation. Any teacher who finds himself/herself in a meeting with an administrator and believes the meeting may result in disciplinary action, reprimand, reduction in rank or compensation, or deprivation of any professional advantage, may halt/suspend the meeting for a reasonable length of time (normally 24 hours) while arranging for representation.

14-4 Immediately upon receipt of a request or recommendation for non-renewal of contract of a teacher, the Board shall notify the Association, and the non-renewal of contract shall be subject to the grievance process.

14-5 The Board shall encourage administrators or persons bringing charges against a teacher to cooperate with the Association in its review of the case.

14-6 Each teacher shall prepare lesson plans in a manner that will assure quality and continuity of instruction. Such plans are subject to review by the building principal upon reasonable advance notice.

14-7 Teachers shall be responsible for the maintenance and completion of records which relate to the teaching function, provided that time and/or assistance has been provided within the workday.

14-8 Teachers are expected to follow the approved District curriculum subject matter. Any significant deviation from approved course content or activity must be consistent with stated course objectives and State and District Standards.

14-9 Parental Complaints.

14-9-1 In cases of parental complaints about a teacher, every effort will be made to resolve the complaint with the involvement of the teacher, parent, and principal. The specifics of the complaint, including the name of the complainant, will be given to the teacher upon request.

14-9-2 In instances of parental complaints concerning teaching or library materials, activities or presentations, the provisions of Article 12, Academic Freedom and Article 13, Questioned and Challenged Materials, shall apply if no resolution of the matter is reached by the teacher, principal and parents.

14-10 All teachers project an image to the community and to students about the professionalism of the District. During the workday and at all work related activities, employees shall adhere to a professional standard of dress and shall be neat and clean in appearance. Decisions regarding professional attire will be based on guidelines listed below.

All staff must exercise good judgment in their choice of professional appearance for work or work related activities by always appearing in a manner:

- That is appropriate to the situation;
- That provides appropriate role modeling for students;
- That promotes a working and learning environment that is free from unnecessary disruption; and
- That is conducive to high student and staff performance.

Some educational activities will require exceptions to the above guidelines. Examples include, but are not limited to, field days, field trips, and science labs.

## **ARTICLE 15**

### **Professional Development**

15-1 The parties support the principle of continuing the training of teachers, participation by teachers in professional organizations in the areas of their specialization, and leaves for work on advanced degrees in special studies.

5-2 The Board agrees to provide funds for teachers who desire to attend instructional area conferences, with prior approval by the appropriate District administrator. The District will provide \$131,201 for professional development for the 2006-2007 school year. Travel, meals, lodging, registration fees, and substitute teachers shall be deemed appropriate expenses to the Board, unless otherwise mutually agreed. Such teachers attending conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

15-2-1 A leave committee consisting of four (4) class-room teachers, appointed by the Association, and one (1) administrator, appointed by the Superintendent or his/her designee, will review all applications for leave and make appropriate recommendations.

15-3 After-school courses, workshops, conferences, and programs designed to improve the quality of instruction will be provided. Every effort will be made to obtain people with the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. District inservice credit will be granted under the following guidelines:

15-3-1 All inservice course work for inservice credit for advancement on the salary schedule shall be presented to the principal for his/her approval prior to taking courses, except in cases of emergency.

15-3-2 Inservice credit courses, which support the current teaching assignment, or those courses which support efforts to qualify for a planned change of position within the District will be approved for advancement on the salary schedule.

15-3-3 Any inservice credit courses for which the above criteria do not apply may be accorded credit for advancement on the salary schedule only upon application and approval by the building principal and the Registrar/Staff Development. This application must include a description of the course, including course number and credit value, with a statement explaining how this course will enhance the value of the individual's service function.

15-3-4 Beginning September, 2003, inservice credit shall be granted on the basis of seven and one half (7.5) hours, or major portion thereof, for one half (1/2) credit, or fifteen (15) hours, or major portion thereof, for one (1) full credit upon satisfactory completion of the inservice.

15-3-5 Denial of inservice credit may be subject to the grievance procedure.

15-4 Attendance at professional growth or inservice courses outside the forty (40) hour workweek shall be voluntary, except in the case of probationary teachers who may be required to participate in priority inservice activities in order to receive training in teaching the approved District curriculum.

15-4-1 Probationary teachers who are required to participate outside the forty (40) hour workweek shall have the option of inservice credit for advancement on the salary schedule or shall be paid at the rate of \$19.00 per hour upon satisfactory completion of the inservice course.

15-4-2 Probationary teachers shall not be required to attend more than ten (10) hours, or two (2) sessions, whichever is less, per school year of priority inservice scheduled outside the forty (40) hour workweek.

15-4-3 When approved Jefferson County inservice credit courses are recommended for the teacher and approved by the principal or immediate super-visor, the necessary extra travel of that teacher to attend such courses will be reimbursed at the rate listed in Section 44-15. However, such reimbursement for travel is not applicable if the inservice course is to be used for advancement on the salary schedule.

15-5 It is the responsibility of every teacher to continue professional development to keep abreast of new developments and trends in his/her field.

15-6 Non-contact school days shall be used to allow the staff at each school time for curriculum development and improvement, evaluation and recording of grades, inservice education, parent-teacher conferences, student scheduling, coordination between schools, and other educationally--related activities, as determined by the principal after consultation with the liaison committee and the area administrator.

15-7 College credit earned from a four (4)-year degree-granting accredited college or university shall be granted under the following guidelines:

15-7-1 Those courses which support the qualifications for an advanced degree program applicable to the education profession, or courses which actually support the current teaching assignment, or those courses which support efforts to qualify for a planned change of position within the District will be approved for advancement on the salary schedule.

15-7-2 Courses which are not authorized for re-licensure credit in Colorado cannot be used for salary advancement, except as outlined in Sections 15-7-4 and 15-7-5.

15-7-3 College course work taken as a correspondence course or on-line is applicable to salary advancement when taken from an accredited college or university.

15-7-4 Any courses for which the above criteria do not apply, or course work secured from a two (2)-year junior college or community college may be accorded credit for advancement of the salary schedule only upon application and approval by the Division of Instruction. This application must include a description of the course, including course number, sponsoring school and credit value, with a statement explaining how the course will enhance the value of the individual's service function.

15-7-5 The amount of credit granted for advancement of the salary schedule for junior or community college courses shall be accepted in accordance with credit granted by the junior or community college to a maximum of three (3) semester hours. Credit exceeding three (3) semester hours shall be granted only at the amount that a four (4) year approved training institution granted for a similar course.



15-7-6 In instances where the principal and the Division of Instruction disagree on the granting of credit, as outlined in Section 15-7-4, the issue shall be referred to the Assistant Superintendent for Instructional Services for a decision. Any such decision shall be subject to the grievance procedure.

15-8 Credit for telecommunication courses shall be granted under the following guidelines:

15-8-1 Telecommunication courses shall be defined as a coordinated learning system based on a series of television/video programs. Said courses must be supplemented by printed materials (i.e., text, study guide, readings, etc.). Further, such courses must provide local faculty involvement in the form of lectures and/or consultation.

15-8-2 Teachers must submit a written application to the Registrar/Staff Development prior to the beginning of the course in order to receive credit for telecommunication courses.

15-8-3 This application must include a description of how the criteria as set forth in Sections 15-7-5 and 15-8-1 will be met.

15-8-4 Credit for such courses will be granted in accordance with the provisions of Section 15-7-6.

15-9 Professional Development Experiences (personal experience projects and individual curriculum projects) may be accorded credit through the Registrar/Staff Development. The coordination of such projects will occur through the following procedure:

15-9-1 Submission of information about the project in advance of its beginning with evidence that the performance, product, or service will benefit the District.

15-9-2 Prior agreement concerning criteria for judging the outcome and the amount of credit to be awarded.

15-9-3 Participation in, and completion of, the project.

15-9-4 Submission of evidence supporting the terms of the prior agreement.

15-10 Graduate credit is interpreted as credit awarded by an accredited institution applicable to a degree beyond the bachelor's degree.

## **ARTICLE 16**

### **Teacher Evaluation**

16-1 Both parties recognize that the purpose of evaluations serve as a basis for:

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

16-2 The teacher shall be evaluated with regard to his/her professional competency as a teacher employed by the R-1 School District.

16-3 All monitoring or observation of the work performed by a teacher will be conducted openly and with full knowledge of that teacher. The use of eavesdropping, public address systems and similar devices will be strictly prohibited, except as spelled out in Section 16-3-1.

16-3-1 Video or audio taping may be permitted upon mutual agreement of the teacher and the principal or his/her building-level designee. In such instances there shall be specific agreement in writing as to the intended purpose and use of such recordings.

16-4 Each teacher will be given a copy of his/her evaluation report prepared by his/her evaluator(s) at least one (1) day before the conference to discuss it. Conferences regarding said evaluation reports shall be held prior to the last week of the semester, unless the

parties mutually agree to an extension. No such report shall be submitted to the central administration, placed in the teacher's files, or otherwise acted upon without a prior conference with the teacher. Such report shall be signed by both parties to indicate only that the report has been reviewed.

16-5 Lack of participation by a teacher in extracurricular activities (outside the assigned workday as per the Agreement) is no basis for an unsatisfactory evaluation of the teacher.

16-6 Probationary teachers with less than five (5) years total experience will be evaluated once each semester for three (3) years. Probationary teachers with more than five (5) years successful experience will be evaluated once each semester for the first year in Jefferson County and one (1) evaluation for years two (2) and three (3) if satisfactory performance is demonstrated during the first year. Non-probationary teachers who are demonstrating satisfactory performance will receive at least one (1) evaluation in years five (5) and seven (7) in Jefferson County. Non-probationary teachers who are demonstrating satisfactory performance and have over seven (7) years in Jefferson County will receive one (1) evaluation every three (3) years. More frequent evaluation cycles may be determined by the building principal.

16-7 Performance Standards.

16-7-1 Evaluating shall be a continuous process and focus on those activities which facilitate student learning and, for teachers, shall include the following areas:

- A. Professional preparation and growth,
- B. Human relations,
- C. Professional techniques,
- D. Professional conduct.

16-7-2 Special Education and Related Services (SERS) personnel, library information specialists, resource teachers, curriculum coordinators and counselors shall be evaluated by separate performance standards developed by the District's Performance Evaluation Council, acted upon by the Association and Board and incorporated herein.

16-8 The evaluation must include at least two (2) firsthand observations with the evaluator spending sufficient time in the classroom, or in observation of assigned job responsibilities of SERS personnel, resource teachers, curriculum coordinators and counselors, to justify the conclusions contained in the evaluation. Observations shall total at least fifty (50) minutes for each written evaluation report submitted to the Human Resources division.

16-8-1 Probationary teachers shall be observed at least once within forty-five (45) working days from the beginning of their teaching assignment.

16-8-2 Non-probationary teachers shall be observed at least thirty (30) working days prior to the end of the evaluation year.

16-8-3 One (1) conference each school year shall be held between the teacher and the evaluator immediately prior to the initial firsthand observation (Section 16-8) at either party's request. At such conference, the parties may discuss curriculum objectives and goals, learning outcomes, techniques to be used to supply students feedback on their performance, lesson plans, classroom activities scheduled, the educational environment and other areas of performance the teacher may wish the evaluator to observe.

16-8-4 Upon the request of either party, a conference between the teacher and the evaluator will be held after each formal firsthand classroom observation. Said conference will be scheduled in a timely fashion.

16-8-5 Observations and evaluations of building-based teachers shall be made by the principal or his/her building-level administrative designee.

16-8-6 In addition, there may be observation of teachers, instructional coaches or Special Education and Related Services (SERS) personnel by other District administrators.

16-8-7 SERS personnel shall have the right to see source documents that contain negative evaluations and to know the names of individuals who made negative statements.

16-8-8 Invalidated hearsay information shall not be used in an evaluation.

16-9 The parties recognize that a formative assistance program can contribute to the enhancement of teachers' skills and growth. Such a program is not used to determine whether a teacher is performing satisfactorily. The formative assistance program shall be totally voluntary. Such a program shall include, but not be limited to peer coaching, mentoring, instructional coaching and self-evaluation. If a mentor teacher, instructional coach or peer coach is utilized, no data provided by or solicited from a mentor teacher, instructional coach, or peer coach will be used in a teacher's evaluation. Further, the District and the Association will not use mentor teachers, instructional coaches or peer coaches to testify in evaluation grievances or legal cases concerning a teacher's job performance.

16-9-1 Participating teachers shall be provided with release or compensatory time to be used to facilitate the formative assistance program.

16-9-2 The Association and the District will mutually develop training to be offered to those participating in the formative assistance program.

16-10 Each evaluation should incorporate recommendations which would encourage the growth of a teacher, including additional education and training during the teacher's re-licensure program.

16-11 A teacher's overall evaluation may be considered unsatisfactory if: A) performance is unsatisfactory in one or more of the performance standards related to classroom teaching; B) when a teacher repeatedly demonstrates significant deficiencies in performance areas not related to classroom teaching. A teacher whose performance is deemed to be unsatisfactory shall be given notice of deficiencies. Any areas of deficiency or unsatisfactory performance shall be mentioned in specific detail in the evaluation (although positive qualities should, of course, also be noted), and a remediation plan will be submitted in writing to the teacher involved. Said remediation plan will include the following:

A. Specific identification of deficiencies.

B. Specific recommendations to improve performance.

C. Acceptable levels of performance in the problem area defined.

D. Timeline in which improvement is to occur.

E. A description of the assistance the principal or immediate supervisor will provide in supporting the teacher's remediation plan.

16-11-1 The teacher and the principal, or his/her building-level administrative designee, will work together to correct established areas of deficiency.

16-11-2 Teachers with identified teaching deficiencies may be subject to annual evaluations.

16-12 If the evaluator considers the alleged deficiencies of a teacher to be such as to justify his/her dismissal, the teacher should be specifically advised of such alleged deficiencies, and that his/her failure to correct them will result in a recommendation for his/her dismissal.

16-13 If a recommendation for teacher dismissal is made by the evaluator, written notification shall be received by the teacher prior to the meeting of the Board at which action is to be taken.

16-14 A teacher who is not recommended for reemployment shall be given the reasons in writing, if requested by the teacher.

16-15 The provisions of this Article shall be governed by all applicable Colorado State Statutes.

16-16 The Association will appoint the teacher members of the District's Performance Evaluation Council.

16-17 The Board and the Association shall jointly develop forms for evaluation of teacher personnel.

## **ARTICLE 17**

### **Personnel Files**

17-1 Personnel Files

17-1-1 Teachers will have the right to review the contents of their personnel files and make copies of any documents contained therein.

17-1-2 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her official personnel and/or school file, unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the teacher employment administrator, or his/her designee, and attached to the file copy. The teacher's official personnel file will be maintained by Human Resources and housed at the Education Center.

## ARTICLE 18

### Class Size

18-1 The parties recognize that maximum attention to students by the teacher is desirable to ensure the high quality education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school, the school day and assignment of students to classes should be directed toward ensuring that the energies of the teacher are primarily utilized to this end.

18-2 The Board and the Association further acknowledge that proper class size is a function of many factors, including course objectives, subject matter, teaching process, scheduling patterns, and style of educational activity. Further, that every effort will be made to adjust class size to allow individual attention to each student when that is the required mode of instruction, and except in any emergency situations, pupils will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom.

18-3 The Association and the Board recognize all grades as being very critical in the educational development of the student. Further, both parties recognize that class size has an effect upon the students' experience. Accordingly, it is mutually agreed that every effort will be made to limit the class size as follows:

18-3-1 Average class size in grades K-6 and Specials are defined below beginning in the fall of 2005:

Grade Level	Class Size Target	Acceptable Range
Kindergarten	24	22-26
Grades One, Two and Three	20	18-22
Grade Four	24	22-26
Grades Five and Six	28	26-30

Elementary Specials staffing is as follows:

Enrollment	Specials FTE	Number Of Sections		
1-(5) 6				
000 to 111	0.5	2	3	4
112 to 185	1.0	5	6	7
186 to 259	1.5	8	9	10
260 to 333	2.0	11	12	13
334 to 407	2.5	14	15	16

408 to 481	3.0	17	18	19
482 to 555	3.5	20	21	22
556 to 629	4.0	23	24	25
630 to 703	4.5	26	27	28
704 to 777	5.0	29	30	31
778 to 851	5.5	32	33	34
852 to 925	6.0	35	36	37

When combining specials classes there may be no more than thirty (30) students per class.

When classes reach the following thresholds, a request may be made to the Class Size Relief Committee. Class size relief will take into consideration classes that are impacted by special needs students. The committee will investigate ways to alleviate the class size problem.

Grade	Students
Kindergarten -- Four	25
Five, Six and Specials	28

18-3-1-1 Requests for additional aide time or class size adjustments may be made when the individual class size reaches the numbers specified in the preceding paragraph on the third student contact day of a semester. Provisions for additional assistance will be in effect for the remainder of the semester unless changed for justifiable reasons, emergencies, or by mutual agreement in writing between the principal and teacher(s) affected.

Furthermore, it is agreed that the allocation of aide time is to be used as a temporary solution to provide interim relief while the administrator seeks ways to fulfill the class size standard established herein and shall be in addition to the assigned District aide ratio.

18-3-1-2 Exceptions to the class size requirement may be made for experimental programs and by mutual agreement, in writing, between the principal and teacher(s) affected.

18-3-2 The class size relief fund will be \$ 627,400 for the 2006-2007 school year.

18-3-3 The maximum secondary load, the number of students for which a teacher shall be responsible for evaluating, will be 150 students per day for each classroom teacher. To exceed the one hundred fifty (150) maximum, the principal will collaborate with the affected teacher to insure that course objectives and safety standards can be met with the additional students. The principal and the teacher will attempt to arrive at a mutually agreeable decision. If they cannot do that the curriculum specialist in the affected content area will provide consultation. Laboratory classes shall not exceed the number of students which can be safely taught at the number of work stations in the classroom.

18-3-3-1 The aforementioned secondary load shall be accomplished by staffing high schools at a ratio of 42.5 teachers per 1,000 students and middle schools at a ratio of 43.5 teachers per 1,000 students.

18-4 Prior to assigning any educationally and/or emotionally handicapped self-contained student to a regular education (including elementary specials) classroom, the teacher having responsibility for implementing an Individual Education Plan (IEP) shall be given an opportunity to contribute to the IEP or be advised of his/her implementation responsibilities, if their presence is not deemed to be essential to the IEP development. The teacher will also be provided with assistance from Special Education and Related Services, as determined by the teacher and the principal.

18-5 In order to implement these two (2) provisions, 18-3-1 and 18-3-2 the District and the Association will continue the Class Size Relief Committee consisting of four (4) teachers appointed by the Association President and four (4) administrators appointed by the Superintendent or his/her designee.

18-5-1 The committee will select its own chairperson.

18-5-2 The committee will establish the guidelines, criteria, and procedures for allocation of said funds. The Class Size Relief Committee will continue its current operation procedures, unless the parties mutually agree to modify said procedures.

18-5-3 Class size relief requests shall be channeled through the Building (teacher-administrator) Liaison Committee to the Class Size Relief Committee, in accordance with 18-5-2 above.

18-5-4 The District will grant necessary and reasonable release time to committee members to perform necessary duties of the committee.

18-5-5 Upon approval of the Superintendent or his/her designee, decisions of the Class Size Relief Committee shall be final.

18-6 Any teacher assigned to perform non-teaching duties of an administrative or supervisory nature for fifty (50) percent or more of his/her workday shall not be counted in the staffing ratio, unless the teachers within a building or administrative area approve such assignment by a majority vote. The results of the vote will be kept on record. This action may be subject to annual review.

18-7 In no instance shall a full teaching position within a building, as permitted by the ratio, be converted to a classified position.

18-8 In order to implement this provision, the parties agree to the following:

1. The principal will review his/her staffing at the beginning of each school year and will make adjustments to conform to the ranges established herein.
2. If the class size standard is exceeded when school starts, a primary (K-2) teacher may appeal to his/her principal to adjust his/her class size to conform to said standard.
3. Upon receipt of the appeal, the principal will attempt to rectify the situation by hiring additional teaching staff, if at all possible, and will involve the teacher(s) who requested the adjustment and the liaison chairperson. If a satisfactory resolution is reached, the parties shall reduce the resolution to writing and each shall sign it.
4. If agreement cannot be reached, an appeal may be initiated. Said appeal shall be reviewed by the area administrator. The area administrator shall respond within ten (10) working days.
5. If a teacher feels his/her contractual rights were violated in this process, the teacher may file a grievance.

18-9 The Association and the District agree that any development of new, or changes in current staffing practices and/or ratios for any teacher or group of teachers, will involve the Association with the intent of developing an agreement that is mutually acceptable to both parties.

## **ARTICLE 19**

### **Student Discipline and Teacher Protection**

19-1 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and in the performance of professionally assigned duties. Whenever it appears that a particular pupil requires the attention of professional specialists, the District will take reasonable steps to assist the teacher with the responsibilities related to such pupil.

19-1-1 In accordance with State law, the principal or designee shall communicate disciplinary information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. Persons who receive such information shall maintain the confidentiality of the information and shall not communicate the information to any other persons.

19-2 A committee at each school site will be specifically charged to collaboratively develop, implement, monitor and revise building level student discipline policies, procedures and responsibilities consistent with District policies. The school site will determine the committee structure. This committee may include representatives of the school's administration, student body and community; however a majority of the committee must be elected by and from the teaching staff. Upon request, the District will provide training in matters related to student discipline for school discipline committees and school sites. The committee shall meet at least twice a year during the workday. A teacher's evaluation shall not be adversely affected by participation on the committee. The committee's responsibilities will include, but not be limited to:

19-2-1 Involving and educating parents and other stakeholders;

19-2-2 Establishing a process for participation in the development of remediation plans for habitually disruptive students by appropriate staff;

19-2-3 Establishing a process for communication of remediation plans for habitually disruptive students to appropriate staff.

19-2-4 Clarifying rights of students and teachers.

19-2-5 Establishing an annual process for communicating the school's discipline policies to staff, students and parents.

19-2-6 Reviewing annually, the information contained in the State Accreditation Report which is used to gather school-based student discipline data categorized by infraction – including habitually disruptive, action taken, gender and racial-ethnic distributions.

19-3 It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may be dealt with most constructively by encouragement, praise and emphasis upon the child's desirable characteristics, as well as the consistent application of reasonable and predictable consequence for student behavior.

19-3-1 A teacher may use reasonable force as is necessary to protect himself/herself from attack or to prevent physical injury to another person or damage to property while acting within the scope of his/her employment.

19-3-2 Each school shall develop specific procedures for staff intervention in fights and inform all staff regarding such procedures. In order to minimize the possibility of harm to staff or students, staff is encouraged to exercise good judgment before physically intervening in any altercation.

19-4 A teacher may exclude a pupil from one (1) class period or session and refer such student to the principal or assistant principal consistent with the school discipline plan. In such cases, the teacher will furnish the principal or his/her designee, as promptly as his/her teaching obligation allows, full particulars of the incident in writing. However, every effort will be made by the teacher to submit to the principal or his/her designee the full particulars of the incident in writing by the end of the teacher's workday. The principal or his/her designee will respond in writing to teachers in a timely manner (normally within 24 hours) regarding such written disciplinary referrals. Every effort will be made by the principal or his/her designee to communicate with the teacher prior to the student's return to class.

19-5 Suspension of students from school, consistent with District policies, will be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through consistent application of the school discipline policy, and through counseling and interviews with the child and his/her parents, when warranted.

19-5-1 In lieu of suspension, the principal or his/her designee may, at his/her discretion permit the student to remain in school on the condition that the student's parent(s) attend class with the student for a period of time established by the principal or designee. This alternative is not automatic. The principal or his/her designee will consult with the student's teachers and obtain their consent before implementing this alternative. In the event that this alternative becomes disruptive, the school will immediately terminate this option.

19-5-2 Consistent with District Policy JK-R, Student Discipline (Habitually Disruptive), a remedial discipline plan will be developed by the principal or his/her designee with the assistance of the student's teacher(s) and any other school personnel involved.

19-6 Any incident of physical and/or verbal threat or assault upon a teacher shall be reported promptly by the teacher to the principal or his/her designee. The District shall make available to the Association, upon request, a summary report of reported incidents of physical and/or verbal threat or assault upon teachers.

19-7 If any teacher is assaulted, complained against, or sued, as a result of acting within the scope of his/her employment, the District will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

19-7-1 Time lost by a teacher in connection with any incident mentioned in Article 19-7 shall not be charged against the teacher for up to two (2) years.

19-8 In instances where criminal physical assault or non-sexual child abuse charges are brought against a teacher as a result of dealing with student discipline problems, an internal investigation will be conducted by the Security department. If such internal investigation determines that the teacher was acting within the scope of his/her employment, in a reasonable and prudent manner, and in accordance with District policy and state law, the District will appoint and provide full legal counsel for the teacher's defense. There must be mutual agreement between the District and the teacher regarding any legal support for the appeal process.

19-8-1 If, during the course of an official District investigation, the principal reasonably believes such investigation may lead to disciplinary action against a teacher, the principal shall advise the teacher of his/her rights to representation as per Article 14.

19-9 The District will provide a safe place for teachers to deposit personal property in each school.

19-10 In the event a teacher, while acting within the scope of his/her employment, has his/her clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem the District will reimburse the teacher the cost of repair or the reasonable replacement cost of such property.

19-11 Given prudent and responsible handling, the District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500 or the insurance deductible, whichever is less.

19-12 Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500 or the insurance deductible, whichever is less.

19-13 The District will pay the insurance deductible up to \$500 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of his/her employment.

19-14 In order for the District to reimburse the teacher for losses as outlined in sections 19-10, 19-11, 19-12, and 19-13, the teacher must: a) submit a written request within ten (10) school days and; b) the District deems the request of the teacher to be meritorious.

## **ARTICLE 20**

### **Teacher-Administrator Liaison**

20-1 At the beginning of each school year, the local faculty is responsible for electing a Liaison Committee for each school building or faculty unit. The Committee shall consist of the JCEA faculty representative(s) and other members, as determined by the faculty. The Committee shall meet with the principal, or his/her designee, if requested by the Liaison Committee, at least once each month during the school year to review and discuss school practices and problems including, but not limited to, use of facilities, staff utilization, building schedules, after-hours duties, student discipline, attendance, and non-contact days, as specified in Sections 9-2 and 15-6. Additional meetings may be held at the request of either party.

20-2 The Liaison Committee will have the right to meet with the faculty before school, after school, and/or at other times by mutual agreement, or at such times as does not disrupt the normal school program.

## **ARTICLE 21**

### **Department Chairperson**

21-1 A department shall be defined as an administrative grouping of secondary teachers, i.e., language arts, math, science, social studies, technical arts, etc., or combination thereof, with a chairperson acting as liaison between the department and school administration. Such chairpersons shall not be considered administrative employees. The duties of said chairpersons shall include the following:

- A. Survey the current and ongoing needs of the department, so as to assist the principal in developing departmental budgets.
- B. Provide assistance to the principal in the process of orientation, evaluation, and/or placement of incoming teachers and educational assistants within the department.
- C. Maintain inventory of equipment and supplies used within the department, request needed supplies and equipment, and monitor the effective use of supplies, materials or equipment assigned to that department.
- D. Conduct departmental meetings and act as a resource to members of the department regarding school and District policies and procedures.



E. Provide assistance to the principal in the areas of curriculum, scheduling, record-keeping, and articulation.

#### 21-2 Selection Procedures

Chairpersons shall be appointed annually by the principal, after consultation with the members of the department affected.

#### 21-3 Compensation

It is agreed that every effort will be made to provide chairpersons with release time to carry out their duties. Chairpersons who are not afforded release time shall be compensated for their duties at the rate of \$1,100 (maximum of \$7700 per school) for the 2005-2006 school year and will be considered a part of the salary re-opener for the duration of this contract. If the compensation rate is not changed during any re-opener, it shall remain at \$1,100 for the duration of the Agreement.

## **ARTICLE 22**

### **Supervision of Student Teachers**

22-1 No teacher shall be required to supervise any student teacher.

22-2 A teacher who supervises a student teacher shall have had a minimum of three (3) years' teaching experience, at least two (2) of them in Jefferson County, if possible.

22-3 The supervising teacher shall be paid, in addition to his/her contracted salary, the total amount of money received from the sponsoring college or university.

22-4 Supervising teachers shall work with the university pro-gram coordinator and principal in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

## **ARTICLE 23**

### **Teacher Facilities**

23-1 The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education that is the goal of both teachers and the Board. They recognize, further, that facilities should meet the needs of the educational program. To achieve this end, the Board shall continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.

23-2 All new schools built after January 1, 1970, will provide separate teacher restrooms for each gender, an adequate and suitable lounge with telephone, and suitable lunchroom facilities. In buildings constructed prior to January 1, 1970, these facilities will be provided as soon as feasible.

23-3 Each teacher shall be provided with adequate and suitable work space, storage space, and parking space, to the extent the budget will allow.

23-4 With prior approval from the principal or his/her designee, teachers shall have access, without cost, to school physical education equipment and facilities for the purpose of improving physical well-being.

23-5 The District shall maintain health and safety standards in school buildings in accordance with applicable state and federal law.

23-6 In the event it is determined that corrective action is needed in a building to provide for a safe and healthy environment, the teachers affected will meet with the principal, and, if needed, representatives of the District to review, discuss, and give input regarding the procedures for handling the matter.

## **ARTICLE 24**

### **Use of School Facilities**

24-1 The Association and/or the faculty representative shall have the right to use school facilities, equipment, District-wide communication system and expendable materials, without cost, provided such expend-able materials are necessary for adequate communication within the building, except when the principal, for good cause, determines approval cannot be granted.

24-2 The Association shall have the right to purchase expend-able office supplies and other materials from the District at the price paid by the District.

24-3 The Association shall have the right to place notices, circulars, and other material on school bulletin boards, designated by the principal, and in teachers' mailboxes and through the District-wide communication system. As a courtesy, copies of all such material shall be given to the building principal.

24-4 No teacher shall be prevented from wearing pins or other identification of membership in the Association or any of its affiliates.

24-5 The Association shall have the right to deliver its materials through the school delivery service, and the Association's office shall be allowed the same delivery services and access to the District-wide communication system furnished to school buildings. In cases where volume may cause a delay in delivery, the Superintendent's designee will notify the Association, and a mutually -agreed upon delivery date will be established. The Association shall deliver its mail for distribution to the central mailroom and sort the mail for delivery to each school.

24-6 During an election and petitioning campaign, JCEA's rights will be limited to those afforded all competing organizations, as specified in Board Policy and Procedure Section HG, Methods of Recognizing Staff Negotiating Organizations, as in effect on the date of this Agreement, except for the purpose of administering the current collective bargaining agreement.

## **ARTICLE 25**

### **Library Information Centers**

25-1 The District and the Association recognize that students and their proficiencies are the central focus of the Library Information Center and that a well--staffed, adequately supplied and well-equipped library information center is essential at each school. Therefore, each center shall be staffed with a library information specialist who is a licensed teacher and has a School Library Media endorsement from the Colorado Department of Education, as well as competencies in library and information technologies. The library information specialist serves as teacher, instructional partner and resource manager within the school community. Accordingly, it is agreed as follows:

25-1-1 Every middle and senior high school shall be staffed with a full-time library information specialist.

25-1-2 Elementary schools with more than three-hundred (300) students shall be staffed with a full-time library information specialist, and those with less than three-hundred (300) students shall be staffed with a one-half (1/2) time library information specialist.

25-1-3 In order to assure effective utilization of the library information center by providing for an equitable distribution of teacher aides, the District and JCEA agree as follows:

1. An area administrator will work with individual building principals to assure that each principal will provide a percentage of the building allocated aide hours to the library information center. This percentage will be provided as follows:

Elementary 6.7% - 12.7%  
Secondary 15.0% - 21.0%

2. The provisions of this article will not be used as rationale for reducing the percentage of the building allocated aide hours allocated to the library information center.

3. The principal shall consult with the library information specialist about the allocation of aide hours prior to the principal making such assignment.

4. All buildings shall continue to have the option of supplementing their paid hours through student assistants and volunteers.

25-1-4 The library information specialist for a particular school will have a workday not longer than that required of classroom teachers at the school. The library information specialist's workday will occur during the classroom teacher's regularly scheduled day for that school.

25-1-5 In schools, which are on double session, a full-time library information specialist shall be in charge of the library information center for each session.

25-1-6 When it is necessary or desirable to consider for hire teachers who are working on their endorsements, because no qualified and licensed candidates exist, the District and the JCEA will implement a tiered advertising/bidding system for library information specialist positions. The teacher would be placed in the open position on a temporary basis for up to two (2) years. Library information specialist positions will be advertised as follows:

First Tier: Open to candidates with library information specialist endorsement.

Second Tier: Open to licensed teachers who are currently enrolled in and making substantial progress in obtaining the library information specialist endorsement.

Third Tier: Open to licensed teachers who are willing to commit to entering and successfully completing a program to obtain the library information specialist endorsement.

The teacher filling the library information specialist position on a temporary basis in tier two (2) and three (3) would have his/her former position filled with a temporary teacher.

The teacher filling the library information specialist position in tier two (2) and three (3) may apply for the opening when it is re-advertised. The process for final selection shall follow article 34-5.

## **ARTICLE 26**

### **Supplies and Equipment**

26-1 The District and the Association mutually recognize that it is imperative that funds be made available at all levels to provide adequate and suitable supplies, materials and equipment in sufficient quantity for the teaching of the approved curriculum; further, it is appropriate that each teacher employ materials and equipment in a prudent manner. The parties also recognize that teacher committees shall participate in the selection of materials and equipment and will make recommendations to the Board through the administration.

26-2 The District and the Association mutually recognize the importance of a continuous use of adequate teaching reference material in maintaining a high level of professional performance. Accordingly, the District shall provide a teacher reference library and shall include therein texts, technology and materials reasonably requested by teachers.

## **ARTICLE 27**

### **Differentiated Staffing**

27-1 Programs of Differentiated Staffing should contain the following elements:

27-1-1 A differentiated staff structure for the primary purpose of enhancing the educational experience of the child.

27-1-2 Thorough involvement in the development, implementation, and evaluation of the program by the local staff.

27-1-3 Approval of the program by two-thirds (2/3) of the licensed school staff prior to implementation.

27-1-4 Direct involvement of the local school community in planning and implementation.

27-2 Provisions shall be negotiated by the District and the Association for differentiated salaries that would place all teachers at or above their step and level of the negotiated salary schedule.

27-2-1 Selection of personnel for differentiated staff positions shall be made by the staff affected by such personnel.

27-2-2 Teachers assuming differentiated staff positions will not be classified as administrative personnel, with the exception of those persons holding positions comparable to "principal" or "assistant principal."

27-2-3 Each teacher engaged in a differentiated staffing program shall spend a substantial portion of his/her time engaged in classroom teaching.

27-3 Differentiated staffing is defined as a method for identifying different kinds of responsibilities within the staff.

## **ARTICLE 28**

### **Counselors**

28-1 The District and the Association agree that only fully licensed and competent counselors shall be assigned to counseling positions within the Jefferson County Public Schools and that this licensure will be as defined and set forth by the Colorado Department of Education.

28-1-1 The District and the Association agree that the development of new, or changes to current staffing practices or ratios for counselors will be mutually acceptable to both parties.

28-2 When it is necessary or desirable to consider for hire teachers who are working on their endorsements, because no qualified and licensed candidates exist, the District and the JCEA will implement a tiered advertising/bidding system for counseling positions.

## **ARTICLE 29**

### **Pilot Programs**

29-1 The District and the Association recognize that pilot programs may contribute significantly to the enhancement of educational opportunities, performance and techniques within the District, and encourage the responsible implementation of pilot programs. All pilot programs involving teachers shall involve JCEA from their inception, with all parties in agreement prior to implementation. Pilot programs instituted in the regular curriculum shall be implemented as approved, including materials, physical facilities, lay personnel and licensed personnel.

29-2 Teacher input, as mutually agreed to by the District and the Association, will be part of District program improvement, development and evaluation.

## **ARTICLE 30**

### **Special Education and Related Services**

30-1 The District and the Association recognize that in order to assure that special needs and at-risk students will achieve educational standards, it is necessary to provide specialists trained in the various areas of development. The District agrees to provide special education teachers/diagnosticians, school psychologists, social workers, educational consultants, nurse consultants, speech/language specialists, and other specialized personnel in low incident programs to provide services to those students needing these services.

30-2 In emergency situations, Special Education and Related Service personnel shall be allowed the flexibility to respond to specific needs in any of their assigned buildings/articulation areas.

## **ARTICLE 31**

### **Summer School Programs**

31-1 The announcement of all summer school programs, including federally-supported summer school programs, and a general description of the types of positions to be filled will be adequately publicized in the District's current communication media by the Teacher Employment Administrator or his/her designee. Whenever possible, notification will be given by May 1.

31-2 The number of teachers employed will be dependent upon enrollment in the summer school program.

31-3 Openings in all summer school teaching positions will be filled first by teacher applicants who are qualified and are already employed by the District.

31-4 The rate of pay shall be as set forth in Section 44-13.

31-5 Summer school teachers shall be entitled to one (1) hour of sick leave for every twenty (20) hours of service rendered. Such leave is applicable only to summer school teaching.

## **ARTICLE 32**

### **Application for Administrative Positions**

32-1 Openings for administrative positions, including the position of special projects administrator under programs funded by the federal government, will be posted in the following manner:

32-1-1 When school is in session, a notice must be in the District's current communication media and posted, whenever possible, at least ten (10) days before the final date when applications must be submitted. Each teacher who desires to apply for such vacancy shall submit his/her application in writing to the teacher employment administrator, or his/her designee, within the time limit specified in the notice.

32-1-2 Each teacher who has been an applicant and wishes to apply for an administrative position for which a vacancy may occur during the summer vacation period shall submit his/her application to the teacher employment administrator, or his/her designee, and provide an address where he/she can be reached during the summer vacation period. The teacher employment administrator, or his/her designee, shall notify such teacher of any vacancy.

32-2 All qualified teachers will be given adequate opportunity to make application for such positions, and the Board agrees to give consideration to the professional back-ground of all applicants, the length of time each has been in the District, and other related factors. In filling vacancies, where applicant qualifications are equal, preference will be given to teachers already employed by the District. Each applicant not selected will be notified by the teacher employment administrator, or his/her designee, immediately upon the filling of the vacancy.

## **ARTICLE 33**

### **Maintenance of Standards**

33-1 All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards, provided that such conditions shall be improved for the benefit of teachers, as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless expressly stated herein.

## **ARTICLE 34**

### **Reassignment/Transfer**

34-1 Reassignment

34-1-1 Reassignment shall mean a shift of a teacher 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 SERS personnel, within a Cluster, except when such shift would result in an identified increased work year.

34-1-2 The principal or immediate supervisor shall have the right to make intra-building reassignments of teachers. Intervention Services administrators shall have the right to make intra-area reassignments of Cluster SERS personnel under their supervision. Such reassignments shall be made only for valid educational reasons.

34-1-3 A teacher who desires a change in assignment within a building or SERS Cluster, for which he/she is qualified, shall submit annually a written request to the building principal for teachers or Intervention Services for SERS personnel. Such requests must be received by the principal or immediate supervisor not later than thirty (30) calendar days from the beginning of the teacher's work year. Vacancies within a building or SERS Cluster will not be advertised until said requests for reassignment have been considered by the building principal or immediate supervisor.

## 34-2 Transfers

34-2-1 Transfers shall mean only those changes involving moves from one (1) building (school location) to another, or, in the case of Cluster SERS personnel, from one (1) Cluster to another. Exceptions will be made when advertised openings would result in an identified increased work year (e.g., teacher to counselor, teacher to information specialist), in which case, teachers within a building or SERS personnel within a Cluster may apply for said openings.

## 34-3 Selection Committee

34-3-1 A Selection Committee will be formed for each vacancy. At least fifty percent (50%) of said committee shall be comprised of teachers. Representation from administration, parents, and students may comprise the rest of the committee. At least fifty percent (50%) of the teachers on the committee shall be chosen by those 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 teachers to fill the teacher positions on the Selection Committee, teachers may be chosen from related fields or adjoining grade levels within the school.

## 34-4 Announcement of Vacancies

34-4-1 As soon as the principal or immediate supervisor has received notification from a teacher that the teacher will vacate his/her position, the principal or immediate supervisor will, provided the position is projected to be on-going, initiate the process for the establishment of the Selection Committee. The Selection Committee's composition may vary from school to school provided the requirements of Article 34-3 must be fulfilled. The Selection Committee shall either write or approve a basic job description for the vacancy. The job description will include a requirement for a one page resume and a one page statement of educational philosophy, which must be submitted with the transfer request form.

34-4-2 All vacancies in the District, which occur between September 15 and June 30, will be advertised. The teacher employment administrator will first determine if an open position is restricted or unrestricted. During February and March, all positions for voluntary transfer will be advertised in the established District electronic medium available at all sites as well as in the District's current communication media. Involuntary transfers and unassigned leave returnees will be placed in accordance with Article 34-7-1. All openings occurring after the placement of unassigned leave returnees and involuntaries will be advertised through June 30. However, those open positions requiring special skills, e.g., SERS personnel, counselors, library information specialists and teachers-on-special-assignment, may be advertised and filled anytime during the calendar year.

34-4-2-1 During February and March in hard to fill areas, after the placement of all involuntary transfers and unassigned leave returnees, positions that become open will be advertised for one week for voluntary transfers. If there are no applicants or the selection committee determines no applicants are qualified, the position may be opened to external applicants.

34-4-3 Vacancies which occur after the last posting in June through September 15 and are not filled with an involuntary transferee or leave returnee, shall be filled with a continuing contract teacher with the approval of the area administrator and subject to review by the Transfer Oversight Committee.

34-4-4 The District and JCEA will form a Transfer Oversight Committee (TOC), which will meet regularly between February 1 and June 30 and at any other time as needed. Each party will appoint three members to this committee. The TOC's purpose is to discuss, investigate, resolve, and make recommendations concerning pertinent issues related to transfer. The TOC will be provided, in a timely manner, all information needed, including but not limited to, job description, site human resource plans, lists the District has compiled of temporary contract teacher, involuntary transferees, leave returnees, teachers who have been transferred, and retirees.

## 34-5 Voluntary Teacher Transfer

34-5-1 Non-probationary and probationary teachers who teach a majority of their time in the discipline posted shall be eligible to file an application for restricted open positions. Non-probationary teachers, probationary teachers, and temporary teachers shall be eligible to file an application for unrestricted positions. Temporary teachers are defined as those teachers employed first semester as either long-term substitutes or temporary teachers and who continue for the second semester as temporary teachers. If the District has initial screening criteria which the transferees must meet in order to be interviewed for an opening, said criteria will be identified on the job description (to include job title, job number, job responsibilities, and job screening criteria). Applicants who meet the pre-screening criteria will be granted an interview, unless more than six (6) applicants meet the pre-screening criteria. If more than six (6) candidates meet the pre-screening criteria, the selection committee may reduce the number to six (6) using the one page resume and one page statement of

educational philosophy submitted with the transfer request form. The job description will be on-line. Transfer requests are accepted only on-line through the on-line application process.

34-5-1-1 Teachers who do not meet the pre-screening criteria will be so notified in a timely fashion.

34-5-1-2 Teachers who are not selected to be interviewed using the one (1) page resume and one page statement of educational philosophy will be so notified in a timely fashion.

34-5-2 Voluntary transfers for positions advertised between February 1 through June 30 as outlined in Section 34-4-2, for the next school year shall take place as follows:

34-5-2-1 Open positions shall be identified as outlined in Section 34-4, and applications for transfer shall be processed as outlined in Section 34-5-3.

34-5-2-2 The applicants for transfer will be advised of the Selection Committee's decision in a timely manner.

34-5-2-3 Positions that come open between September 15 and the end of the school year will be filled on a temporary basis until the close of that school year. If the position continues, it will be advertised during the transfer season.

34-5-3 The Selection Committee will interview all applicants as referenced in section 34-5-1 who meet the pre-screening criteria. In determining the best-qualified candidate for the position, the Selection Committee shall base their consensus selection on all of the following:

A. The teacher's experience and/or qualifications related to the vacancy.

B. Information obtained from interviews of selected candidates.

C. Evaluations and relevant information in the central personnel file.

D. Job requirements as specified in the job requisition.

E. Length of service in the District.

34-5-3-1 The Selection Committee will determine what weight will be given to each of the criteria listed above.

34-5-3-2 The applicant may also bring his/her portfolio and/or copies of his/her work for the Committee's consideration. Videotapes will not be required nor considered.

34-5-4 If the Selection Committee cannot reach a consensus, the committee and principal may re-interview the top two (2) candidates and attempt to come to a consensus decision. If consensus still cannot be reached, a majority vote may be tried. If a decision cannot be reached by consensus or by majority vote, the principal will make the final decision.

34-5-4-1 Timely decisions must be made.

34-5-5 The decision of the Selection Committee shall not be grievable, unless the decision is arbitrary or capricious or the above-mentioned process was not followed.

34-5-6 The District and the Association shall mutually agree upon a training program to be offered to selection committees.

34-5-7 For serving on the Selection Committee, teachers will be provided with some type of compensation, such as, time off, a financial stipend, and/or relief from other duties.

34-5-8 Teachers shall not be required to use personal leave or have other staff members cover classes in order to be interviewed or to participate as a member of a selection committee.

34-5-9 Voluntary transfer of probationary and temporary teachers can only occur if the teacher meets or exceeds standards in all four (4) performance areas on his/her last evaluation.

34-5-10 Teachers who have secured a voluntary transfer in accordance with the above-outlined provisions may decline the transfer until such time as the position they vacated has been advertised.

34-5-11 All advertised open positions shall be filled by June 30 and the results reported to Human Resources on or about June 30.

34-5-12 Open teaching positions may be advertised with Schedule I, Additional Performance Positions included in the job description. Such positions will not be filled by involuntary transferees unless qualified and acceptable.

#### 34-6 Involuntary Teacher Transfer

34-6-1 After consultation with the staff, the building administrator will identify the organizational pattern of the school, listing its departments, grade levels or teams. Such identification of organizational patterns should be communicated in writing to the school staff during the month of October. Teachers who teach in more than one (1) department, grade level, or team will, for the purpose of declaring potential involuntary transferees, be assigned by the building administrator to a department, grade level or team. Such assignments shall be made for valid educational reasons.

34-6-2 No later than February 1 of each year, all schools will have determined, with their area administrator, the projected number of positions authorized, including the number of staff vacancies or surplus. Teachers who have been identified as potential involuntary transferees will be advised by March 15 each year of this possible transfer. Should the projected number of positions be reduced after that date, any additional potential involuntary transferees shall be notified as soon as possible.

34-6-2-1 If, during the fall of the subsequent school year, a school is determined by the area administrator to be overstaffed, the building administrator will identify potential involuntary transferees, using the previous school year's organizational pattern.

34-6-3 Teachers may be involuntarily transferred under the following conditions:

A. Where reduction in student enrollment makes such transfer necessary.

B. To accommodate paid leave returnees.

C. To fill assignments which cannot be accommodated by the existing staff.

D. Effective September 1, 1989, teachers holding Schedule I positions may be subject to involuntary transfer if they resign from their additional performance responsibilities within three (3) years of their initial employment, provided no individual within the building is qualified and willing to fulfill said additional performance assignment, or no other teaching position is open to which the additional performance assignment could be linked.

1. This provision (34-6-3-D) shall only apply to teachers whose original hiring or transfer included one (1) or more of the aforementioned additional performance responsibilities as a part of their teaching assignment.

2. This provision (34-6-3-D) shall not apply to teachers assigned to one (1) or more of the aforementioned additional performance responsibilities prior to September 1, 1989.

E. To accommodate administrative transfers:

1. The teacher 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 grievance procedure.

34-6-4 Teachers identified as potential involuntary transferees will be identified in the following manner:

A. The department, grade level or team which has the surplus will be identified.

B. In the following provisions, length of service in the District shall be as defined in Section 1-9, Full-time Continuous Service.



C. The teachers within the identified grade level, department, or team will attempt to arrive at a mutually-acceptable identification. If the teachers cannot agree, the teacher with the greatest length of service in the District will be given first option to involuntarily transfer. If this teacher is not interested in the transfer, the transfer will be offered to the teacher with the next greatest length of service in the District, etc. If no teacher desires to fill the position, the teacher with the least length of service in the District will be identified as the potential involuntary transferee, unless, by the transferring of the teacher with the least length of service in the District, the school or, in the case of SERS personnel, the area, is unable to meet identified instructional needs within the grade level, department or team.

D. In instances where declining enrollment causes teaching positions within a building, or, in the case of SERS personnel, within an area, to be combined, the teachers involved who are qualified to meet the identified instructional needs will attempt to arrive at a mutually-acceptable identification of who will fill the respective positions. If the teachers cannot agree, the teacher with the greatest length of service in the District will be given his/her choice of the remaining position(s) or of being identified as a potential involuntary transferee. If, after the teacher with the greatest length of service has made his/her choice, open positions still remain, the teacher with the next greatest length of service in the District will be offered his/her choice of the remaining position(s), etc. The aforementioned process shall be followed going from the most senior to the least senior teacher, until no positions remain. In the case where none of the teachers involved are interested in the remaining positions, said positions shall be awarded to the teacher(s) with the least length of service in the District.

E. In instances where declining enrollment in separate buildings (school locations) causes the combining of teaching positions, which would result in the elimination of teaching position(s), the teachers involved who are qualified to meet the identified instructional needs will attempt to arrive at a mutually-acceptable identification of who will fill the respective position(s). If the teachers cannot agree, the teacher with the greatest length of service in the District will be given his/her choice of the remaining position(s) or of being identified as a potential involuntary transferee. If, after the teacher with the greatest length of service has made his/her choice, open position(s) still remain, the teacher with the next greatest length of service in the District will be offered his/her choice of the remaining position(s), etc. The aforementioned process shall be followed going from the most senior to the least senior teacher until no positions remain. In the case where none of the teachers involved are interested in the remaining positions, said positions shall be awarded to the teacher(s) with the least length of service in the District.

F. In instances where teachers are assigned to more than one (1) school (split assignments), the principal of the home school or his/her building level administrator shall identify for said teachers their home schools within thirty (30) calendar days of the beginning of the teacher's work year. The teacher shall be considered a staff member of the identified school and shall be given all the rights and privileges accorded thereto, including intra-building reassignment.

G. In instances where split school assignments have been re-paired and where the newly-paired schools have been identified as home schools for the teachers involved in the split assignments, the teachers involved shall attempt to arrive at a mutually-acceptable identification of who will fill the respective positions. If the teachers cannot agree, the teacher with the greatest length of service in the District shall be placed in the position of his/her choice. The teacher with the least length of service in the District shall be placed in the remaining position.

H. Exceptions to the above may be made when the involuntary transfer might affect a teacher with below-average evaluations and for which a planned program of improvement has been submitted to the teacher.

I. Teachers who have been identified as possible involuntary transferees may seek a voluntary transfer through June 30, as outlined in Section 34-5-2.

J. When possible, teachers who have been identified as involuntary transferees will be transferred to a comparable position, provided they are qualified to meet the identified instructional needs of the school.

34-6-5 In the event two (2) or more potential involuntary transferees under Section 34-6-4 have the same length of service in the District, the teacher with the least length of service, using the following criteria, shall be identified as the potential involuntary transferee.

1. Teachers shall be ranked in order of the greatest length of service as a teacher in the building, provided this criteria shall not apply to Section 34-6-4 (D) or (F).

2. In the event that ties still exist after the application of paragraph 1 above, teachers shall be ranked as to when they signed their employment contract with the District.

3. In the event that ties still exist in the application of paragraphs 1 and 2 above, the selection shall be determined by a flip of a coin between the teachers involved by a disinterested third party.

#### 34-7 Placement of Unassigned Leave Returnees and Involuntary Transferees

34-7-1 All involuntary transferees and unassigned leave returnees will be placed by the end of April. Said involuntaries and unassigned leave returnees will be placed into open, ongoing positions for which they are qualified, if available. Said teachers will only be placed into one (1) year positions if no open, ongoing positions exist for which they are qualified.

34-7-2 Involuntary transferees will have the option of returning to their previous school to an open comparable assignment for which they are qualified providing it is prior to the official reporting date of the next school year.

#### 34-8 Placement of New Teachers

Beginning on or about April 1, outside applicants may apply for advertised positions (see 34-7-1 for involuntary placement).

#### 34-9 Openings Occurring After Close of Voluntary Transfer Process

34-9-1 Positions which could not have been advertised, including, but not limited to, unanticipated resignations and late creation of new positions due to enrollment increase, will be filled with a qualified involuntary transferee or unassigned leave returnee. The principal or immediate supervisor will make the selection from qualified involuntary transferees and unassigned leave returnees in that subject area. Involuntary transferees or unassigned leave returnees who have been placed in temporary positions will be considered for these permanent placements.

34-9-1-1 If all involuntary transferees and unassigned leave returnees in a particular subject area have been placed in open, ongoing positions and there is no other reason to fill the position with a temporary teacher, the position will be filled by an applicant, who will be given a probationary contract, with the approval of the area administrator and subject to review by the Transfer Oversight Committee.

34-9-2 Positions including, but not limited to, retirements and early resignations which could have been advertised, but were not, will be filled with a qualified involuntary transferee or unassigned leave returnee. The principal will make the selection from available involuntary transferees and unassigned leave returnees in that subject area even if said teachers have been placed in temporary positions. These selections will be considered permanent placements.

34-9-2-1 If all involuntary transferees and leave returnees in a particular subject area have been placed into open, ongoing positions, the position will be filled with a temporary teacher.

34-9-3 On or after July 1<sup>st</sup>, positions which become available after the close of the voluntary transfer process will be filled with temporary teachers and will be advertised the following year.

34-10 JCEA will be provided with a list of all positions which become available after the close of the voluntary transfer process.

#### 34-11 Opening and Closing of Schools

The Association and the District agree that any development or changes in the current procedures for the opening of schools, closing of schools, the movement of teachers when a grade level or other group of students is moved from one school or facility to another, and/or boundary changes of schools will involve the Association, with the intent of developing a procedure that is mutually acceptable to both parties.

#### 34-12 Teacher Exchange

34-12-1 Non-probationary teachers, who choose, may agree to exchange their teaching position for a period of time not less than one (1) year and renewable for one (1) additional year, or after two (2) years the exchange may become permanent by mutual agreement of the principals and teachers involved in the exchange and securing signatures from the Association and District approving such exchange on the appropriate form.

34-12-2 Any such exchange and/or renewal shall be voluntary and mutually agreed upon in writing by the teachers and principals or immediate supervisors involved, as well as the District and JCEA.

34-12-3 Teacher(s) interested in an exchange shall be responsible for identifying teacher(s) who would be willing to exchange teaching positions with them.

34-12-4 All agreements for an exchange and/or renewal must be made prior to June 1 for the next succeeding school year.

34-12-5 Teachers approved for exchange transfer will be considered as a part of the faculty of the school from which they came for such matters as determining involuntary transferees, etc., except when such exchanges become permanent.

## **ARTICLE 35**

### **Leaves of Absence**

#### **35-1 Sick Leave**

35-1-1 The District will grant sick leave to all teachers for personal illness or serious illness in the immediate family.

35-1-1-1 Teachers whose work year is one hundred eighty-five (185) days will be granted nine (9) days of leave per year.

35-1-1-2 Teachers whose work year exceeds one hundred eighty-five (185) days will be granted one (1) additional day of leave for each additional twenty (20) days, or major portion thereof.

35-1-1-3 Annual sick leave advancement will be available as of the first official day of the school year or the first official day of employment, whichever shall occur first. Advancement shall be the equivalent of one (1) day per month, or major fraction thereof, provided the first official day of employment occurs on or before the 15th of the month.

35-1-1-4 Sick leave shall be cumulative without limit from year to year.

35-1-1-5 A teacher returning from paid sick leave, not exceeding one year, will return to his/her former or comparable position at the same school.

#### **35-2 Additional Sick Leave**

35-2-1 The purpose of additional sick leave coverage beyond a teacher's accrued balance is to provide the teacher with additional sick leave coverage in the event an illness occurs. Additional sick leave is restricted to the illness of the teacher.

35-2-2 An illness of five (5) days or less:

35-2-2-1 A teacher who experiences an illness of five (5) or fewer days and does not have the number of accrued sick leave days to cover the illness shall be automatically advanced up to the number of days necessary. This advancement shall not exceed five (5) days during one (1) academic work year to supplement his/her accrued balance of sick leave to provide paid coverage during the period of ill-ness.

Employee's Accrued Sick Leave Balance	District's Advancement
0 days	5 days
1 day	4 days
2 days	3 days
3 days	2 days
4 days	1 day
5 days	0 days

35-2-2-2 Such days shall be reimbursed to the District from the teacher's new beginning accrued sick leave balance in the next academic school year commencing on September 1 (For the purposes of this provision, the academic year is defined as that period of time from approximately September 1, continuing through the school year.)

35-2-3 An illness of six (6) or more consecutive working days:

35-2-3-1 A teacher who experiences a prolonged illness (an illness of six (6) or more consecutive working days) and who has exhausted or anticipates exhausting his/her accrued sick leave balance, as verified by his/her licensed physician's statement, shall be granted Extended Sick Leave coverage as follows:

A. The teacher must submit two (2) written documents to the Assistant Superintendent of Human Resources or his/her designee.

1. A written request from the teacher for Extended Sick Leave coverage, stating the reason or the name of the illness and the anticipated date for returning to work.

2. A written statement from a licensed physician verifying that the teacher is under the physician's care for the particular illness and the physician's recommendation for the teacher's recovery period, subject to the provisions outlined in Section 35-3.

B. The number of Extended Sick Leave days that a teacher may accrue shall be determined by the number of years of service to the Jefferson County Public Schools multiplied by nine (9). Based on this formula, a teacher accrues eligibility for Extended Sick Leave. For example: Fifteen (15) years of service to the District times nine (9) days per year accrual of Extended Sick Leave days equals one hundred thirty five (135) days of eligibility.

C. No teacher shall be eligible for more than a total of sixty (60) days of Extended Sick Leave coverage per related illness unless the teacher has applied for, or is on the waiting list for, Long-Term Disability, in which case the teacher will be granted up to ninety (90) days. In the event the teacher is eligible to receive Long-Term Disability coverage prior to the 90th day, the teacher will be immediately placed on Long-Term Disability.

D. Teachers returning to work before the expiration of Extended Sick Leave days granted them must notify the Assistant Superintendent of Human Resources or his/her designee. The balance of their eligibility status will be changed to credit them with the unused portion of Extended Sick Leave days for future use. Example: A teacher who has fifteen (15) years of service with the District has a one-hundred-thirty-five (135) day eligibility for Extended Sick Leave. The physician's statement anticipates hospitalization for an illness of fifty (50) consecutive working days, and the teacher makes application for use of Extended Sick Leave, which is approved. However, the teacher returns to his/her assignment after forty--five (45) consecutive working days and notifies the Assistant Superintendent of Human Resources or his/her designee of his/her early return to work. The teacher's Extended Sick Leave record is changed to reflect the following:

135 (days of ESL eligibility)  
-50 (to be effective from \_\_\_\_ to \_\_\_\_)  
85 days  
+5 (teacher returned early on \_\_\_\_)  
90 (days of ESL eligibility as of mo./day/yr.) = status.

E. Accrued sick leave and Extended Sick Leave shall not be accruable while a teacher is taking sick leave or Extended Sick Leave. Accrual begins again when the teacher returns to work.

35-2-3-2 Such Extended Sick Leave days shall not be deducted from future accrued sick leave.

35-2-3-3 A teacher's request for Extended Sick Leave will be considered only if the teacher has made application for, and is eligible to receive, use of Extended Sick Leave days within thirty (30) calendar days from the time the teacher initially became ill or anticipated need for additional sick leave coverage.

An example of anticipated need would be knowledge of scheduled surgery and recovery period for which the teacher did not have enough accrued sick leave to cover the illness in question.

#### 35-2-3-4 When Long-Term Disability Insurance applies:

When a teacher applies for, and is eligible to receive, Long-Term Disability Insurance coverage, that teacher may utilize available accrued sick leave to carry the teacher's regular salary until the Long-Term Disability coverage would apply. If the teacher still has a balance of accrued sick leave days at the time the Long-Term Disability Insurance becomes effective, the unused portion of accrued sick leave will be reserved for future use, after the teacher returns to work from using Long-Term Disability Insurance.

There is a one hundred twenty (120) calendar day waiting period from the time application is made until Long-Term Disability Insurance becomes effective. If the teacher does not have enough accrued sick leave to cover the illness during this waiting period, the teacher may apply for Extended Sick Leave coverage, and, if eligible, will be granted up to a maximum of sixty (60) days of Extended Sick Leave, depending upon the individual teacher's eligibility to draw from Extended Sick Leave, in order to provide the teacher with regular salary during the illness, except as provided in Section 35-2--3-1-(C.).

35-2-3-5 A teacher returning from paid sick leave, not exceeding one year, will return to his/her former or comparable position at the same school.

#### 35-3 Verification of Illness

Upon notice to a teacher, the teacher shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty, as verified by a written statement from a licensed physician. If deemed necessary by the District, the teacher may be required to be examined by a physician designated by the District, at District expense. If a difference of opinion exists between the two (2) physicians, a third physician may be designated, at District expense, to render an opinion.

#### 35-4 Personal Leave

35-4-1 Teachers will be entitled to two (2) days leave of absence without loss of pay each school year. Notice to the teacher's principal or other immediate super-visor that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergencies).

35-4-2 Teachers shall be allowed to accumulate unused personal leave from year to year and will be apprised of such accumulation.

35-4-3 A teacher will be paid for accumulated personal leave days, upon retirement, at the same rate as sick leave reimbursement; or the teacher may use accumulated personal leave as outlined in Sections 35-42-3-1 and 35-4-3-2.

5-4-3-1 Teachers may use one (1) or two (2) accumulated personal leave days in accordance with the provisions of Section 35-4-1.

35-4-3-2 With prior approval of the immediate supervisor, more than two (2) accumulated personal leave days may be used at any one time. 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 for the granting of said leave.

#### 35-5 Professional Leave

35-5-1 Teachers who are designated as official representatives by the Association shall submit a short leave form to their principal for the purpose of attending JCEA, CEA and NEA functions. Applications must be made at least five (5) school days in advance of the time required, except in cases of emergencies.

35-5-2 A total of two hundred seventy-five (275) release days per calendar year for professional leave will be authorized by the Assistant Superintendent of Human Resources or his/her designee. Should there be a conflict in providing such leave due to school matters, the Association will be advised, in order to select a replacement. In the event of any such problems, Teacher Employment Administrator or his/her designee shall render the final decision.

#### 35-6 Bereavement Leave

35-6-1 Permanent teachers will be granted up to five (5) days' bereavement leave, which may be deducted from either personal leave or accrued sick leave, in the event of death of any member of the immediate family. The teacher involved will determine whether the days are deducted from personal or sick leave.

35-6-1-1 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 will be granted. In such instances, the leave will be deducted from personal or accrued sick leave. If such leaves are exhausted, the teacher will reimburse the District at the substitute rate of pay for the days used. This reimbursement will be made even if no substitute is required.

35-6-2 Members of the immediate family are defined as follows:

- a. Brother
- b. Brother-in-law
- c. Daughter
- d. Daughter-in-law
- e. Father
- f. Father-in-law
- g. Grandchildren
- h. Grandparents
- i. Mother
- j. Mother-in-law
- k. Relative living in the immediate household of the employee
- l. Sister
- m. Sister-in-law
- n. Son
- o. Son-in-law
- p. Spouse
- q. Or others as mutually agreed upon by the principal and the teacher.

35-6-3 A report of bereavement leave shall be made to the principal or the immediate supervisor.

#### 35-7 Sabbatical Leave.

(This section is suspended for the 2006-2007 school year.)

35-7-1 It is the intention of the Board of Education of Jefferson County School District R-1 that sabbatical leave be granted in recognition of teaching excellence and as a means by which teachers may prepare themselves for better service to the District.

35-7-2 The Board of Education may grant sabbatical leave to personnel on the recommendation of the Superintendent.

35-7-3 Sufficient funds will be budgeted each year for the purpose of financing sabbatical leaves for one (1) percent of all licensed teachers. The number of sabbatical leaves will be dependent on the number of qualified applicants, up to and including one (1) percent of licensed teachers in the District. (Please see Appendix 5 regarding 1999-2000 school year.)

35-7-4 Sabbatical leave may be granted for the following purposes:

- A. A planned program of courses taken at an accredited institution which relates to the professional growth of the applicant.
- B. Independent study and research relating to the present or newly-assigned service of the applicant in his/her profession, which promises, in value, the equivalent of recognized formal courses.
- C. When such leave is deemed necessary by a licensed physician to substantially improve the employee's performance.
- D. Travel of a nature and extent that will materially increase the proficiency of the applicant.

35-7-5 Any licensed teacher who has rendered six (6) years of consecutive service in the Jefferson County School District preceding the beginning of the sabbatical leave is eligible to apply for purposes of study and/or travel. An approved leave of absence shall not be considered as an interruption in service.

35-7-6 Any licensed teacher who has rendered fifteen (15) years of consecutive service in the Jefferson County School District preceding the sabbatical leave is eligible to apply for the purpose of rest or recuperation. Sick leave may not be accrued during this type of sabbatical leave.

35-7-7 Application for sabbatical leave should be filed in the office of the Assistant Superintendent of Human Resources or his/her designee not later than March 1 or October 1 preceding the semester when it is desired that the leave will become effective.

35-7-8 The application should contain detailed plans, giving all specifics which would aid in evaluating the request, full explanation of how such travel, study, or research will improve the teaching and/or benefit the Jefferson County School District, and other pertinent information.

35-7-9 A teacher on sabbatical leave will receive any regularly-scheduled salary increases granted teachers in service, and will also be subject to any general salary reductions which may be effected. In determining the teacher's placement on the salary schedule, when he/she returns to regular employment, full experience credit will be given for the time spent on sabbatical leave. Also the District shall continue to pay the cost of insurance benefits while a teacher is on sabbatical leave.

35-7-10 Pay for sabbatical leave for one school year shall be one-half (1/2) the annual salary; for one (1) semester, one-fourth (1/4) the annual salary. Payments are made on a monthly basis, in the same manner as regularly-employed teachers, unless otherwise approved by the Board of Education and the Superintendent.

35-7-11 The teacher on sabbatical leave retains all tenure rights.

35-7-12 An interruption in the program for sabbatical leave because of serious accident or illness will not be considered a failure to fulfill the conditions upon which the sabbatical leave was granted, nor will such interruption affect the amount of compensation to be paid the teacher under the terms of the leave agreement, provided that the authorities have been promptly notified of such accident or illness.

35-7-13 Sabbatical leaves are not cumulative.

35-7-14 The type of report required of the applicant returning from sabbatical leave will be determined by the Superintendent at the time the leave is granted.

35-7-15 The teacher is required to return to the Jefferson County School District and give service for a period of not less than two (2) years immediately following completion of sabbatical leave. In the case of one (1) semester sabbatical leave, the teacher is required to return to the Jefferson County School District and give service for a period of not less than one (1) year. A teacher returning from a paid sabbatical leave, not exceeding one academic year, will be returned to his/her former or comparable position at the same school.

35-7-16 Whenever more applicants request sabbatical leaves than can be granted in any one (1) year, other factors being equal, the length of service in the Jefferson County School District and/or the reason for the request shall be the determining factor(s).

35-7-17 A Sabbatical Leave Committee consisting of four (4) classroom teachers appointed by the Association and three (3) administrators appointed by the Assistant Superintendent of Human Resources or his/her designee with the Assistant Superintendent of Human Resources or his/her designee serving as chairperson, will review all applications for sabbatical leave and make appropriate recommendations through the Superintendent to the Board of Education.

35-7-18 Remuneration to the applicant from other sources such as scholarships, fellowships, grants, etc., will not affect the granting of sabbatical leave with pay.

35-7-19 Taking into consideration the recommendations of the Sabbatical Leave Committee, as well as other factors, the Superintendent shall recommend to the Board of Education those applicants he/she believes will render the greatest service to the District.

35-7-20 Final selection will be made by the Board of Education.

#### 35-8 Military Leave

35-8-1 Leave for involuntary military service will be granted to any regularly-appointed teacher.

35-8-2 Teachers should notify their principal or immediate supervisor and the Human Resources division immediately.

35-8-3 A copy of the military notice or orders should be submitted to the Human Resources division.

35-8-4 Teachers who belong to reserve units will be allowed to take time off from their regular duties for a period not to exceed ninety (90) days.

35-8-5 Exclusive of travel allowances, if the employee's salary from an Armed Forces Reserve Unit is less than the gross pay from the School District, he/she will receive the difference between the two (2) salaries.

35-8-6 When the teacher has any choice as to the time of service, he/she will request a time that will be favorable to the needs of the District.

35-8-7 Approval is granted only by the Superintendent.

35-8-8 All teachers shall be given the benefit of any salary increments and sick leave allowances which would have been credited if they had remained with the District.

35-8-9 The Superintendent or the Board of Education reserves the right to grant or to withhold salary increments or to revoke or deny extensions of leave to employees who choose to remain in military service beyond the compulsory date or period.

35-8-10 A teacher returning from military leave not exceeding one (1) year will be returned to his/her former or comparable position at the same school.

#### 35-9 Jury Duty and Court Subpoena Leave

35-9-1 Leave will be given to teachers for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.

35-9-2 Teachers should notify the immediate supervisor or principal and Human Resources of the desire to apply for such leave as soon as possible prior to the date service must be rendered.

35-9-3 Such leaves of absence will be granted with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, not including reimbursement for transportation expenses.

#### 35-10 Maternity/Child Care Leave.

It is the intent of both the District and the Association to be in compliance with the Family and Medical Leave Act. In accordance with this intent we have agreed upon the following language, specifically Article 35-10-2.

35-10-1 A teacher shall be entitled, upon written re-quest, to an unpaid leave for maternity/child care, prior to or following the birth of a child or upon adoption of a child (not to exceed kindergarten age). Said teacher shall notify the Human Resources division of his/her desire to take such leave, and except in cases of emergency, shall give notice thirty (30) calendar days prior to the anticipated commencement of the leave. The teacher will make a decision to take a leave for maternity/child care for a predetermined period of time, provided that such leave does not exceed two (2) years.

35-10-2 The teacher's written request will include the teacher's date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. If the teacher's return from leave is not until the first reporting day as stated above, the period of time from the end of the teacher's requested leave until the first reporting day will be in compliance with the FMLA.\*

\*Note: Specifically the FMLA specifies that a school district has the discretion of not allowing a teacher to return from an approved leave until a "natural break." However, the school district cannot count the time period between the teacher's requested return date and the "natural break." as FMLA leave nor can the school district refuse to provide benefits the teacher was otherwise entitled to during such time. The proposed language allows for FMLA compliance and does not have to be changed if the FMLA changes.

35-10-3 All maternity/child care leave identified above shall be without pay, except that the teacher may use sick leave during that period of time a teacher is actually disabled. However, no maternity/child care leave may commence later than



thirty (30) calendar days from the birth of a child, unless the teacher's disability exceeds thirty (30) calendar days, in which case the teacher shall be required to furnish proof of illness, as identified in Section 34-3. In the case of adoption, no leave may commence later than the adoption of the child.

35-10-4 A teacher who requests and is granted maternity/child care leave will be returned to his/her former or comparable position at the same school, if the leave is for two (2) academic years or less, provided the limitations on leaves as specified in 35-13 are not exceeded

35-10-4-1 A teacher on maternity/child care leave will be considered as a member of the staff of the school/SERS area from which he/she was assigned prior to the leave for such matters as determining involuntary transferees, etc.

35-10-5 A teacher who requests to amend his/her initial leave shall submit, in writing, his/her request to the District's Human Resources division not less than thirty (30) days prior to the teacher's original date of return.

35-10-5-1 The teacher's request to extend leave will be considered as follows:

A. Each individual request will be judged on its own merits.

B. A teacher who is granted his/her request for an extension is not guaranteed the same position held at the time of leaving. The teacher's return will be based on the availability of jobs for which the teacher is qualified. In any event, the District shall not be compelled to return said teacher to a position prior to the beginning of a school year.

35-10-5-2 A teacher taking maternity/child care leave, who, for a justified reason, desires to return to work prior to the end of his/her leave shall so notify the District's Human Resources division. The teacher shall be assigned to the first available position for which the teacher is qualified. If the teacher refuses the available position, the teacher will remain on leave for the balance of his/her agreed leave. If more than one (1) teacher has given notice pursuant to this paragraph, such teachers shall be returned to work in order of the date on which notice of desire to return to work was given to the Human Resources division. In any event, the District shall not be compelled to return said teachers to positions prior to the beginning of a school year.

35-10-6 While on leave, if not otherwise provided for, a teacher will have the option to remain an active participant in fringe benefit program(s) by contributing thereto the full cost of the program(s).

35-10-7 Fringe benefits shall be computed at a per diem rate based on the number of contract days a teacher works during a school year.

35-10-8 No leave referred to in this section shall be considered an interruption of services, nor shall it be included in computing the probationary period, nor toward experience increments on the salary schedule.

#### 35-11 Other Leaves of Absence.

35-11-1 Full-time licensed teachers may apply for a leave of absence after having gained non-probationary status. Exceptions may be made with the approval of the Assistant Superintendent of Human Resources or his/her designee.

35-11-2 Teachers will be granted leaves of absence with-out pay for one (1) full academic year, provided that the purpose of such leave does not include another paid teaching position. This provision shall not prohibit a teacher from accepting a fellowship which may result in a simultaneous paid teaching position, and it shall not prohibit exchange teaching.

35-11-3 Requests for leaves of absence of one (1) academic year are to be presented, in writing, to the Assistant Superintendent of Human Resources or his/her designee by March 1.

35-11-4 A teacher may apply for a second leave of absence beyond the initial academic year by submitting a written request to the Assistant Superintendent of Human Resources or his/her designee by March 1. Such request for a second academic year shall be granted unless the identified instructional needs of the District cannot be met. If the request is denied, those needs will be communicated to the teacher involved and JCEA by the Assistant Superintendent of Human Resources or his/her designee.

35-11-5 Leaves of absence of less than one (1) academic year will be granted for study, family illness, or personal illness.

35-11-5-1 Other leave requests for less than one (1) year will be judged on their own merits and must be approved by the Assistant Superintendent of Human Resources or his/her designee.

35-11-5-2 Fringe benefits shall be computed at a per diem rate based on the number of contract days a teacher works during a school year.

35-11-6 When a leave of absence is granted, sick leave or personal leave privileges will not accrue.

35-11-7 A leave of absence will not be credited for service advancement on the salary schedule. However, a teacher who provides service to the District for ninety (90) days or a semester will be granted credit for service advancement on the salary schedule.

35-11-8 The teacher will not lose sick leave privileges or years of service credit on the salary schedule as had accrued to the time of taking the leave of absence.

35-11-9 Written application for reinstatement must be made by March 1, unless said leave is for a short duration.

35-11-10 Teachers will be placed on the next step of the salary schedule where they would have been had they not received a leave of absence.

#### 35-12 Status While on Leave.

Teachers on approved leaves of absence (paid or unpaid) who are entitled to be returned to their former or comparable positions will be considered as members of the staff of the schools/SERS areas from which they were assigned prior to the leaves for such matters as determining involuntary transfers.

#### 35-13 Leave Limitations

Teachers are limited to two (2) consecutive leaves which shall not exceed three (3) academic years in total. Teachers taking such leaves for two (2) years or less will be returned to their former positions. If their former positions have been eliminated, said teachers will be placed in comparable positions. Teachers extending their leaves to a third academic year will return to the District as unassigned and their placement will be determined as per the transfer provision. Teachers must return to the District for one semester to again be eligible for additional unpaid leave.

## **ARTICLE 36**

### **Association President**

36-1 The Board shall release the president of the Association from his/her assignment during the term of office. The amount of release time shall be determined annually, and the Association shall reimburse the District for the president's salary and benefits in proportion to the amount of release time.

36-2 The president of the Association has the right to visit schools. He/She shall coordinate his/her visit(s) with the principal, or his/her designee, in order to facilitate the purpose of his/her visit. Visits that are made to solve special problems of teachers shall be arranged for in advance by notifying the principal, or his/her office.

36-3 Upon completion of one (1) two-year presidential term, the teacher can be returned to his/her former position, if available, or a comparable position at the same school. Upon re-election to a second two-year term, the Association president shall relinquish his/her former position. At the end of a second term, JCEA and the District shall work together to find a mutually agreeable position.

## **ARTICLE 37**

### **Dues Deductions**

37-1 The District agrees to deduct from teachers' salaries combined dues for the JCEA, CEA and NEA, as teachers individually and voluntarily authorize, and to transmit the monies to the JCEA or its designated agent.

37-2 The Jefferson County Education Association will certify to the Board, in writing, the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

37-3 Deductions referred to in Section 37-1 will be made in equal installments each month for which the payroll authorization is effective through the next succeeding August 31. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the 15th prior to the distribution of the payroll from which the deductions are to be made.

37-4 Not later than October 31 of each year, the District will provide the Association with a list of those teachers who have voluntarily authorized the District to deduct dues for the organizations named in Section 37-1 above. The District will also submit amended lists to the Association each succeeding month.

37-5 The District shall, upon receipt of authorization from a teacher, deduct from the teacher's salary and make appropriate remittance of insurance plans and/or other programs currently approved by the Association and the District.

## **ARTICLE 38**

### **Association Representatives**

38-1 The Association shall have the right to have a faculty representative(s) at each school.

38-2 The principal of each school and the Association faculty representative(s) will meet at the request of either party to discuss the administration of this Agreement.

38-3 The faculty representative(s) shall have the right to schedule Association meetings before or after school, where such meetings do not interfere with the normal teaching duties of teachers. The faculty representative shall have the right to carry on Association business when it does not interfere with the normal teaching responsibilities and duties of teachers.

38-4 The faculty representative shall not be assigned any duties in excess of other teachers in the building.

## **ARTICLE 39**

### **Reduction in Force**

#### 39-1 Definitions

39-1-1 "Teacher" for the purpose of this Article shall mean any person who is regularly licensed by the teacher licensing authority for the State of Colorado, and who is employed full-time by the District, except those persons holding letters of authorization and the Chief Administrative Officer of the District.

39-1-2 "Cancellation of employment" shall mean the termination of employment of a teacher when there is a justifiable reduction in the number of teaching positions in the District.

39-1-3 "Layoff" shall mean a removal from active service to the District because of a reduction of teacher(s).

39-1-4 "Full-time Continuous Service" for the purpose of this Article shall mean the length of service as a contracted teacher of the District and shall be computed from the employee's first year of employment. Time spent on sabbatical leaves shall be credited toward continuous service. Continuous service shall not be interrupted by approved leaves of absence, resignation, or termination followed by rehiring within thirty-nine (39) months. However, such period of time during such leaves of absence or after termination or resignation, and prior to rehire, shall not be credited as continuous service.

39-1-5 "Recall status" shall mean that period of time that the teacher is on unpaid leave prior to being returned to work.

39-1-6 "Recall" shall mean notification of, and return to, active service in the District of a teacher(s) on layoff status.

39-2 Any reduction in the number of teaching positions in the District shall be in accordance with Colorado Statutes then in effect.

39-3 If the Board determines that teachers should be laid off (cancellation of employment) by reason of financial necessity, declining enrollment, or for other reasons justifying a decrease in the number of teaching positions, the District will institute the procedure described hereafter. This procedure shall apply equally to all teachers defined in Section 39-1-1.

#### 39-4 Reduction in Force Conditions

39-4-1 Before District representatives recommend a reduction in force to the Board, the Association will be notified of the conditions necessitating the reduction. If possible, said notification will be given by November 1 prior to a semester layoff, or by March 1 of the school year preceding an anticipated end-of-the-year layoff. With such notification, the Superintendent or his/her designee will furnish the Association with relevant data necessitating the cancellation of employment contracts. Layoffs will only occur at the end of a semester or academic year.

39-4-2 Within five (5) school days of said notification, representatives of the District and the Association will meet to discuss the reduction in force. Discussions will include, but not be limited to, the following:

- A. Alternatives to a reduction in force.
- B. The needs of the District.
- C. Budget information.
- D. Effective date of the reduction in force.
- E. Number of teachers affected within each program, i.e., level (elementary or secondary), subject area, SERS, and/or teachers of the handicapped.
- F. Other relevant matters.

39-4-3 Before implementation of a layoff of teachers, the District will utilize attrition (i.e., voluntary retirement, resignations, termination of temporary contracted teachers, termination of part-time teachers, and the number of teachers who will be on leave) as the first means of reducing staff.

#### 39-5 Implementation of Layoff

If a layoff is still necessary following the fulfillment of the aforementioned provisions (39-4), the District will consider the instructional needs of the District, area(s) of licensure endorsement, qualifications as defined in 39-6-1-2, and previous District experience in the teaching field. The cancellation of employment will occur in the following order:

- A. First year of employment.
- B. Second year of employment.
- C. Third year of employment.
- D. Non-probationary.

39-6 In the implementation of a layoff as identified in 39-5, the following will occur:

39-6-1 The District will provide those teachers affected and the Association with a Full-time Continuous Service List. Any objection to the placement on the list shall be reported to the Association and the Assistant Superintendent of Human Resources or his/her designee within ten (10) school days after receipt of said list. After consideration of factors identified in Section 39-5, selection of teacher(s) to be reduced shall be made as follows:

39-6-1-1 Teacher(s) with the least length of continuous service in the program affected in the District will be laid off first.

- A. In the event two (2) or more teachers have the same length of service in the District, the teachers affected will be ranked on the Full-time Continuous Service List as to when they signed their employment contract with the District.
- B. In the event ties still exist, teacher(s) so affected shall participate in a drawing by lot to determine position on the Full-time Continuous Service List. The Association and all teachers so affected shall be notified in writing of the date, time and place of the drawing and shall have an opportunity to attend.

39-6-1-2 Upon written request of the teacher(s) identified for reduction, the District shall investigate assignments in other programs for which the teacher(s) is licensed and qualified to teach. Under this article, a teacher shall be deemed to be licensed and qualified to render a teaching service if he/she meets any one (1) of the following:

- A. Has the appropriate licensure and endorsement; or
- B. Has the proper courses to meet accreditation standards; or for those teachers hired after 2003, meet the State definition of highly qualified by 2006.
- C. Can successfully complete the training requirement in order to fulfill the job responsibilities prior to the beginning of the assignment.

Exceptions to the above may be made only when the District can substantiate that by reassigning the teacher(s) identified for reduction it will be unable to meet the identified instructional needs of the school or department affected.

39-6-1-3 If the length of continuous service in the District, licensure and qualifications entitle teachers to be reassigned to other positions, the following shall apply:

- A. They shall be assigned to open positions.
- B. If open positions are not available, teachers with less continuous service in the District shall be reduced to achieve sufficient open positions.

39-7 Should transfer of retained teachers be necessary as a result of a layoff, the provisions of Article 34 shall apply.

39-8 The District will make every effort to provide written notification to the teacher(s) affected at least forty-five (45) days prior to the date the Board takes official action. The Association and each teacher involved shall be provided a copy of the notice. The teacher's address, as it appears on the School District's records, shall be deemed to be the correct address. After the Board takes official action, all teachers laid off shall receive a written layoff notice from the District.

39-9 Review of Individual Cancellation.

39-9-1 Within fourteen (14) days of receiving the lay-off notice, a teacher may request a review of the action by the Board of Education. If the teacher so requests, the Board and the Association, through their representatives, shall select an impartial hearing officer from available sources to conduct a hearing. In the event that the parties are unable to agree upon a hearing officer, said hearing officer shall be selected as per Sections 5-5-1-1, 5-5-1-2, and 5-5-1-3 of this Agreement. When appropriate, more than one (1) case may be heard at the same time.

39-9-2 The request for review must specify the grounds on which it is contended that the decision was improper under this Article. This provision shall not prohibit the hearing officer from allowing additional grounds to be argued, should new facts and/or information warrant consideration.

39-9-3 The Board shall consider the request and shall schedule a hearing to be held within fourteen (14) days after the request is received. The teacher(s) shall be given seven (7) days notice of the hearing.

39-9-4 The hearing shall be conducted informally. The hearing officer shall have the authority to make appropriate procedural rules. If either party requests, the hearing shall be in a closed session. The teacher may represent himself/herself or be represented by the Association.

39-9-5 The hearing shall be limited to those grounds specified in the request for a hearing and supported by such proof as is offered, provided a hearing officer may consider additional arguments and facts as specified in Section 39-9-2. A decision shall be made within fifteen (15) days following completion of the hearing.

39-9-6 The hearing officer will make written findings and recommendations to the Board and the teacher. The cost of the hearing officer shall be borne by the District.

39-9-7 The Board will take final action on the findings and recommendations at its next regular meeting.

39-9-8 This procedure is the only procedure that may be used in a reduction in force under this Agreement.

#### 39-10 Recall Procedure.

39-10-1 Laid-off personnel who wish to be considered for reemployment will provide written notification to the Assistant Superintendent of Human Resources or his/her designee within sixty (60) calendar days of written notification. Recall will occur in reverse order, as set forth in Section 39-5.

39-10-2 All teachers who are laid off and have notified the Assistant Superintendent of Human Resources of their interest for reemployment shall be placed in an employment pool for recall.

39-10-3 When a vacancy occurs for which a teacher on the list has the required licensure and qualifications, a letter of intent to reemploy shall be offered thirty (30) days prior to the date of reemployment.

39-10-4 A teacher who is offered reemployment under these circumstances will have fourteen (14) days from the date of receipt of notification to accept or reject the offer. If the offer of reemployment is rejected, the teacher will forfeit his/her right to recall.

39-10-5 Teachers shall remain on the recall list for three (3) years from the date of layoff, unless the teachers waive such right in writing.

39-10-6 When recalled within thirty-nine (39) months, all accrued benefits, including non-probationary status, shall be restored.

#### 39-11 Rights and Benefits While Laid Off.

39-11-1 All laid-off teachers for whom no positions are available shall be placed on an unpaid leave of absence for a period of not more than three (3) years.

39-11-2 Laid-off teachers may apply to teach as substitute teachers and will be placed on a priority list.

39-11-3 While teachers are on recall status due to layoff, they shall have the option to remain an active participant in fringe benefit pro-gram(s) by contributing thereto the full cost of the program(s).

39-11-4 Teachers on recall status may participate in all applicable training opportunities offered by the District.

39-11-5 A teacher on recall status may utilize the grievance procedure only to the extent that it affects him/her individually.

## **ARTICLE 40**

### **Temporary Contracts**

40-1 The District shall employ teachers on a temporary contract under the following conditions:

40-1-1 The position should have been advertised, but was not.

40-1-2 The position is protected for a teacher on leave of absence.

40-1-3 The position is temporary in nature.

Temporary positions of a semester or more include, but are not limited to:

- A) Grant-related positions (except Title I).
- B) Class Size Relief positions (if position continues for second semester).
- C) Special Education Teachers on TTE.
- D) Pilot positions.
- E) Subject areas or programs scheduled for reduction or elimination.
- F) Protected job sharing positions.
- G) Other legitimate reasons.

40-2 Temporary teachers are hired for one (1) year only. They are guaranteed neither employment nor given priority in the hiring process for subsequent years.

40-3 Temporary teachers who are interested in re-employment shall be responsible for using the appropriate on-line application procedure within the appropriate dates.

40-4 Pay shall be as per the step and level of the salary schedule, and temporary teachers shall be eligible for all other fringe benefits. Temporary teachers shall receive a one (1) year experience credit for each year they teach under a temporary contract. If they teach under temporary contracts for three (3) successive years and are rehired for the fourth year, they shall be given non-probationary teacher status as per State law.

40-5 Temporary teachers shall be considered a part of the teacher bargaining unit and protected by the contract.

## **ARTICLE 41**

### **Job Sharing**

41-1 For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) non-probationary teachers, with each assignment being half-time each day for the entire contractual work year. Job sharing is not a fringe benefit. The principal or immediate supervisor and the job sharing teachers (team) may agree to a work schedule allowing the teachers to work every other day or a variation thereof in order to better meet educational needs. However, a job sharing teacher may not work a prolonged period of time with a like amount of time off, such as, one quarter on, and one quarter off; or one (1) semester on, one (1) semester off. In all arrangements, each teacher must work each week. In the case of secondary school assignments, where sharing a teaching position in the same manner each day would lead to an unbalanced workload, teaching schedules shall be arranged in a manner as to provide for an equal workload between the participants during the course of the school year. Temporary teachers and first and second year probationary teachers are not eligible to apply for job sharing. Third year probationary teachers may apply for job sharing if the teacher meets or exceeds standards in all four (4) performance areas.

41-2 Non-probationary teachers who so choose may agree to share one job position for a period of time not less than one (1) year. A team may renew its job sharing position for additional year(s) or the teacher may select a new teammate and reapply.

A teacher returning from a job sharing position after one (1) or two (2) year(s) will be returned to his/her former or comparable position at the same school or in the same Cluster area.

41-3 Teachers job sharing a position beyond two (2) consecutive years will be co-owners of the position. Anytime after two (2) years, a job sharing teacher could notify the District and the respective parties of his/her desire to return to full-time teaching and/or to terminate the job sharing arrangement. The job sharing partners would attempt to arrive at a mutually agreeable solution as to which teacher stays in the current job sharing position, and which teacher would be an unassigned leave returnee, as per Article 34-7. If the job sharing teachers cannot agree, the teacher with the greatest length of continuous service shall be given his/her choice of staying in the current position or being an unassigned leave returnee, as per Article 34-7.

A teacher job sharing beyond two (2) years will have his/her job protected only if he/she is job sharing his/her own position with a teacher who has one (1), two (2), or three (3) years of job sharing experience, otherwise the aforementioned provisions of this section shall apply.

41-4 If one (1) teacher in a job sharing situation has an illness or takes a short leave of absence, the other teacher may agree to teach full-time during said leave at the substitute rate or other mutually agreed upon arrangement.

41-5 Any such job sharing and/or renewal shall be voluntary and mutually agreed upon, in writing, by the teachers and principals or immediate supervisors involved, as well as the District and JCEA. A teacher desiring to job share should approach his/her principal or supervisor for preliminary approval prior to seeking a job-sharing partner.

41-6 Teachers interested in job sharing shall be responsible for identifying teachers who would be willing to job share with them. Teachers agreeing to job share shall submit a completed application form to the Human Resources division with a copy to JCEA. The Human Resources division shall be responsible for determining job sharing eligibility.

41-7 All agreements for job sharing and/or renewal must be made prior to February 15th.

41-8 Both teachers of a job sharing team must be licensed and qualified for the shared job position.

41-9 Service credit for PERA will be counted in accordance with PERA policy.

41-10 Participants in job sharing agree to half-time teacher status at half their annual salary, as determined by their positions on the adopted salary schedule as a full-time teacher at the time they begin the job sharing assignment.

41-11 Continuous full-time service will accrue for a teacher in a shared time position on a pro rata basis.

41-12 In determining the placement of a job sharing team, the teachers involved will attempt to arrive at a mutually acceptable decision. If the teachers cannot agree, the teacher with the greatest length of service in the District will make the determination about which position to fill. Said determination must be approved by the principal.

41-13 After consultation with the participants, the teaching schedule will be determined by the administrator(s) who will have supervisory responsibility for the team under this Article.

41-13-1 If requested, both teachers will attend required faculty meetings.

41-13-2 As needed, teachers will participate in scheduled parent conferences, as required of all other full-time teachers.

41-13-3 Teachers must share equally the responsibility in meeting identified building or position needs, provided the workload for a job sharing team shall not be greater than the equivalent of one (1) full-time teaching position.

41-14 The job sharing team shall continue for a minimum of one (1) year.

41-15 Teachers approved for job sharing will be considered as a part of the faculty of the school/SERS assignment from which they came for such matters as determining involuntary transferees, etc.

41-16 Vacancies created by teachers forming a job sharing team shall be filled on an interim basis.

41-17 Job sharing shall not be used as a means of reducing the work force.

41-18 Job sharing teachers shall have the right to return to full-time status with no loss of benefits upon termination of their job sharing team, except as provided in Sections 41-3 and 41-4.

41-19 Non-probationary teachers who are job sharing under the provisions of this Article will be entitled to the protections set forth in the Teacher Employment, Compensation and Dismissal Act.

## **ARTICLE 42**

### **Supplemental Retirement Pension Plan**

42-1 The Supplemental Retirement Pension Plan for teachers will be in accordance with current Board Policy and Regulation GCQEA/GCQEA-R. The Association will be notified in advance of any contemplated modifications of the present Supplemental Retirement Pension Plan. The parties will utilize the District Retirement Committee representing all employee groups to attempt to reach mutual agreement on changes to the plan. The Association will appoint two (2) teacher members to the Supplemental Retirement Committee. If agreement is not reached by utilizing the process outlined above, the matter shall be subject to negotiation.

The 2003-2004 budget will include nine million dollars to fund the Supplemental Retirement Program.

## **ARTICLE 43**

### **Site-Based Variances**

43-1 A Variance Review Committee will be established composed of five (5) Association appointees and five (5) District appointees. The District may appoint one (1) non-employee to the committee. The Superintendent (or designee) will meet to review possible candidates and make a recommendation to the parties. The selected individual must be acceptable to both parties.

Responsibilities:



Requests for contract variances will be submitted to a standing Variance Review Committee charged with the following responsibilities:

A. Establishing appropriate criteria, which must include but need not be limited to the following minimum preliminary criteria:

1. The requested variance must be supported by a consensus at the site. Consensus as used here means that those impacted by the proposed variance are in agreement with it or at least agree to support it.
2. The requested variance may not cause a RIF or reduction in the bargaining unit numbers.
3. The requested variance may not cause employees to be displaced.
4. The proposed variance must be educationally sound.

B. Reviewing all requests and determining whether the requested variance meets predetermined criteria. (See "A" above)

C. Identifying those contract provisions that would be impacted.

D. Recommending specific variance language to the parties.

E. Establishing its own calendar of meetings and other operational procedures.

Guidelines:

A. Variances are granted for not more than two (2) years, but may be renewed following these procedures.

B. All members of the Variance Review Committee shall be provided with released time adequate to perform their duties.

C. Each site's requested variance is considered individually and on its own merits.

D. Variances are not precedent setting.

E. The Committee and the parties will make every reasonable effort to respond to requests in a timely manner.

F. The Committee will consider the impact of requested variances on other parts of the District or its operation.

G. When the Committee has reached a decision regarding a requested variance, that decision will be promptly communicated to the District through the Office of Employee Relations and to the Association through the Office of the Executive Director. The parties (District and JCEA) reserve the right to submit the request to the appropriate governing bodies for approval.

H. Variances are granted by mutual agreement of the parties.

## **ARTICLE 44**

### **Provisions of Teacher Salary Schedule**

#### 44-1 Teachers

The term "teachers" includes all full-time, non-administrative personnel licensed by the Colorado State Department of Education, as defined in Section 1-1.

#### 44-2 Salary Schedule.

The current schedule of salaries will be continued for 4 years from September 1, 2003 through August 31, 2007, with the following exceptions and conditions:

44-2-1 Effective September 1, 2003, the base salary for teachers will increase 1.2%.

44-2-2 COLA, steps and levels will be discussed annually as part of the reopener for 2004, 2005 and 2006.

44-2-3 March 1, 2004, 2005 and 2006 negotiations shall be reopened in accordance with Section 5-2-3.

44-2-4 Applications for educational levels will become effective after the teacher submits a request for approval. The teacher's request will be reviewed the next month after submission and the teacher starts receiving pay the third month.

44-3 Full-time teachers will be paid on a monthly basis. The monthly salary will be equal to the teacher's annual salary, as determined by his/her placement on the salary schedule, divided by twelve (12).

44-3-1 Teachers who work less than a full contract year (188 days) will be paid according to the daily per diem of one one-hundred-eighty seventh (1/187th) of their annual salary.

44-4 General Provisions.

44-4-1 In the event the Board deems the District unable to pay such salary increases as required herein, the matter of such inability to pay shall be submitted to fact-finding in accordance with Section 5-5 of the current Agreement. Any such determination of inability on the part of the Board shall be made after the Board has considered such alternatives as it deems available and appropriate, under the circumstances, to fund such increases, consistent with State law, public hearings and Board policies. The parties understand that the question of submitting a request to the State School District Budget Review Board or calling a special election to increase the authorized revenue base are legislative matters exclusively reserved to the sole discretion of the Board.

44-5 Experience Step:

The term "experience step" includes one (1) increment credit for each year of validated equivalent teaching experience in public or private schools worldwide and/or in educational programs for public school students in non-school settings as authorized by appropriate accreditation agencies, provided that the teacher would have qualified for a regular certificate in the public schools of Colorado during the time of employment.

44-5-1 In making the original placement on the adopted salary schedule for a teacher who is to become a staff member, the teacher shall be placed at the appropriate educational level and experience step of the effective salary schedule according to date of employment.

44-5-2 Teachers new to the District will be given one (1) experience step (as defined in Section 44-5) for each year of teaching experience outside the District, to a maximum of seven (7) years; the District may grant up to an additional three (3) years of experience, as determined by 44-5, at its discretion. This language is effective starting the 2001-02 school year and is not retroactive to previous years.

44-5-2-1 Prior to February 15, the District will meet with JCEA to inform the Association of hard-to-fill areas that will qualify for ten (10) years experience on the salary schedule for the following school year.

44-5-2-2 Retired teachers who fill assignments will be placed at the educational level they were when they retired and on step 8 of the salary schedule if they return to a teaching position that is equivalent to a contracted position (a full semester or longer than ninety (90) days in one assignment). Long-term substitute positions are not subject to this provision.

44-5-3 Beginning September 1, 2003, and each successive September, one (1) experience step will be given to full-time teachers who were under contract and/or continuous, uninterrupted assignment in the District for ninety (90) days or a semester.

44-5-4 Teachers shall be placed on the nineteenth (19th) step of the salary schedule after eighteen (18) years of service in the teaching profession, as per Section 44-5, thirteen (13) of which must have been in the Jefferson County Public Schools. Teachers who entered the District with more than five (5) years of experience will notify the Human Resources division when they are eligible for placement on the nineteenth (19th) step.

44-5-5 Teachers will be placed on the twenty-second (22nd) step of the salary schedule after twenty-one (21) years of service in the teaching profession, as per Section 44-5, fifteen (15) of which must have been in the Jefferson County Public Schools. Teachers who entered the District with more than five (5) years of experience will notify the Human Resources division when they are eligible for placement on the twenty-second (22nd) step.

44-5-6 Teachers shall be placed on the twenty-fifth (25th) step of the salary schedule after twenty-four (24) years in the teaching profession, fifteen (15) of which must have been in the Jefferson County Public Schools. Teachers who entered the District with more than five (5) years of experience will notify the Human Resources division when they are eligible for placement on the twenty-fifth (25th) step.

44-5-7 Teachers will be placed on the twenty-eighth (28th) step of the salary schedule after twenty-seven (27) years in the teaching profession, fifteen (15) of which must have been in Jefferson County Public Schools. Teachers who entered the District with more than five (5) years of experience will notify the Human Resources division when they are eligible for placement on the twenty- eighth (28th) step.

44-5-8 Teachers who are re-employed within thirty-nine (39) months, who at the time of termination were non-probationary, will be placed at the next higher step on the current salary schedule from where they were serving at the time of resignation, and all previously accrued benefits and privileges will be restored. However, teachers who are re-employed on a non-continuing contract will not have non-probationary status restored until they receive a continuing contract.

44-5-9 Teachers who are re-employed after an absence not exceeding five (5) years, who at the time of termination were non-probationary, will be placed at the next higher step on the current salary schedule from where they were serving at the time of resignation.

#### 44-6 Educational Levels.

44-6-1 Level 1 is a bachelor's degree with a regular license valid for teaching assignments or in a state recognized program for teacher in residence or an alternative licensure program.

44-6-2 Level 2 is a bachelor's degree with a regular license valid for teaching assignments and twenty (20) semester hours of credit earned after the date the bachelor's degree was awarded. These hours may be any combination of graduate or undergraduate hours.

44-6-3 Level 3 is a bachelor's degree with a regular license valid for teaching assignments and forty (40) semester hours of credit earned after the date the bachelor's degree was awarded, or master's degree. (At least one-half (1/2) of the forty (40) hours must be graduate credit.)

44-6-4 Level 4 is a regular license valid for teaching assignments and sixty (60) semester hours of credit earned after the date the bachelor's degree was awarded, including a master's degree. (At least one-half (1/2) of the sixty (60) hours must be graduate credit.)

44-6-5 Level 5 is a regular license valid for teaching assignments and seventy-five (75) semester hours of credit earned after the bachelor's degree was awarded, including a master's degree. (At least one-half (1/2) of the seven--five (75) semester hours must be graduate credit.)

44-6-6 Salary level advancement due to educational preparation will become effective on the first (1st) day of each month.

44-6-7 Applications and documents verifying eligibility for advancement shall be received in the Human Resources division at least one (1) month before the desired salary adjustment is to become effective.

44-6-8 It is the teacher's responsibility to notify the Human Resources division when requirements for an advanced level of the salary schedule have been met. He/She shall submit one (1) copy of the form entitled "Application for Advanced Level of Salary Change," to the Human Resources division. In those situations where unusual and extenuating circumstances exist regarding the issuance of an official transcript, teachers may submit an official letter from the registrar.

44-6-9 Three and one-half (3.5) percent of the salary of step 1, level 1 will be added to the teacher's regular salary for an earned doctor-ate or current National Board Certified Professional Teacher Standards. One and three-quarters (1.75) percent of the salary of step 1, level 1 will be added to the teacher's regular salary for a "Specialist in Education" degree.

44-6-10 Note that undergraduate college credit and R-1 professional growth credit shall not be granted for more than one-half (1/2) of the total credit in any level of the salary schedule after level 2.

44-6-11 Professional growth courses are assigned credit value by Instructional Services, and Instructional Services will issue individual transcripts verifying satisfactory completion of the courses.

44-6-12 In cases of original placement only, undergraduate credit earned after the date the bachelor's degree was awarded shall be evaluated by the Human Resources division to determine whether or not it may be used in moving from one (1) salary level to another. However, this credit may not be counted for more than one-half (1/2) of the required amount.

44-7 The salary for counselors will be the same as that of the classroom teacher for the same work year as teachers. When the counselor works additional days, he/she is paid at his/her regular daily rate for the additional days.

44-8 School nurses, social workers, psychologists and speech/language pathologists will be given credit on the salary schedule for relevant experience up to seven (7) years after evaluation by the Human Resources division.

44-9 Vocational education teachers will be given credit the same as any other teacher in determining placement on the salary schedule. Relevant experience up to seven (7) years will be evaluated for placement on the salary schedule.

44-10 During the term of this Agreement, the salary for school psychologists, social workers, nurses, entitled educational consultants and speech/language pathologists shall be one and twenty-five-hundredths (1.025ths) of their placement on the teachers' salary schedule to compensate for additional responsibility.

44-11 Special Education Work Study teachers and coordinators of Distributive Education (DE), Office Occupations (00), Occupational Work Experience (OWE), ICE and Home Economics and Related Occupations (HERO) will be compensated at the rate of one one-hundred-eighty-seventh (1/187th) of their annual salary per day for extra work-days and, in addition, will be paid \$300 for the first year and each succeeding year of employment in the above-mentioned assignments.

44-12 Effective September 1, 2005, the salary for summer school teachers shall be at the rate of \$20 per hour.

44-12-1 The rate of pay for all District-sponsored curriculum development done outside the regularly-scheduled workweek shall be consistent with the current summer school hourly rate or its approximate equivalent in the event that the curriculum development responsibility is contracted. Contracted curriculum development responsibility shall be defined in this Article as an agreement between a teacher or teachers and the District to complete a curriculum development responsibility for a specified amount of money.

44-13 Outdoor Education

44-13-1 Every regularly-assigned teacher who accompanies his/her student to the Outdoor Lab School and remains overnight shall receive \$100 per night. This shall be in addition to the teacher's regular pay and shall apply only to those teachers not regularly assigned to the Outdoor Lab School. One-half (1/2) day of release time without loss of pay will be provided for teachers responsible for coordinating said program.

44-14 Mileage Reimbursement.

44-14-1 Teachers who are required to use their own automobiles, and who are assigned to more than one (1) school per day, will be reimbursed for all required travel beyond the normal home-school to-from distances at the rate established by the Internal Revenue Service (IRS). The rate will be effective the same day the IRS rate change becomes effective.

44-15 Secondary teachers who are asked and agree to teach an additional academic class of standard length beyond the normal teaching load, shall be paid additional salary equal to one-sixth (1/6th) of their per diem pay.

44-16 Payday

Teachers will be paid on the last workday of the month, except for December, in which case the payday will be the last administrative work day of the month. In case of a fiscal emergency, the District and the Association shall mutually agree upon any pay date change. Teachers will be able to view earnings and leave balances on-line on payday.

## **ARTICLE 45**

### **INSTRUCTIONAL COACHES**

45-1 The District and JCEA will form an Instructional Coaches Committee that consists of three (3) teachers and three (3) instructional coaches appointed by JCEA as well as three (3) principals and three (3) central administrators appointed by the District.

45-2 The Instructional Coaches Committee will make recommendations regarding the instructional coaches program and will meet at least quarterly or as needed.

## APPENDIX 1

### Salary Schedules

1-1 and 1-2 and 1-3 Salary Schedules

1-3-1 Pay Schedule:

Additional Performance Pay Schedule changes will occur on September 1 of each year. Step 1 of the Additional Performance Pay Schedule will be determined by a percent of the minimum step of Level One of the licensed salary schedule effective the preceding January. The percentages will be as follows:

Schedule I	-	11.0%
Schedule II	-	10.0%
Schedule III	-	8.5%
Schedule IV	-	6.0%
Schedule V	-	3.5%

Steps 1 through 12 increments on the Additional Performance Pay Schedule will be \$90. Every two (2) years after step 12, \$200 will be added to the salary up to 26 years of experience.

1-3-2 Placement Guidelines:

1. Additional performance pay steps for all positions, except those which are shared by more than one (1) teacher, shall be determined as follows:
  - a. Teachers within the District shall be granted an experience step on the Licensed Additional Performance Pay Schedule for years of service in the assignment.
  - b. Effective September 1, 1979, employees who accept additional performance duties similar to those performed outside the District shall be granted one (1) experience step on the Licensed Additional Performance Pay Schedule for each year of service outside the District, not to exceed five (5) years.
2. Persons who change assignments on the Licensed Additional Performance Pay Schedule shall not lose an index step.
3. Persons who leave an assignment on the Licensed Additional Performance Pay Schedule for up to five (5) years, but who remain in the District, will not lose an index step.
4. Payment for additional performance activities will be made in eleven (11) monthly installments.

5. When there is mutual agreement by two (2) or more teachers and the principal or immediate supervisor to share an additional performance position, with the exception of intramurals, the pay shall be based on the highest experience step on the appropriate salary schedule and shall be paid to the teachers who share the responsibility in proportion to their shared responsibility.
6. Intramural instructors will be paid at the rate of \$9.00 per hour.

## **APPENDIX 2**

### **Insurance Programs**

2-1 Effective July 1, 2003, the District will contribute \$479.00 per month, for each eligible full-time teacher who enrolls for coverage under the District's medical, dental, and vision insurance. Employees will purchase long-term disability, life insurance, and accidental death and dismemberment insurance from this contribution. Each year during negotiations, the amount of the District's contribution will be negotiated as part of any successor agreement. Teachers will receive any remaining money as taxable income.

2-2 Teachers who waive medical insurance will receive \$160 per month and will purchase long-term disability, life insurance, and accidental death and dismemberment insurance. Teachers will receive any remaining money as taxable income. To waive medical, dental and/or vision coverage proof of other coverage is needed.

2-3 The District's Insurance Committee shall determine the insurance plans offered for employees. JCEA shall appoint two (2) teacher members of said committee.

2-4 Any cost increase of the insurance package will be considered part of the compensation package negotiated for teachers. The District's Insurance Committee will continue to work on holding down increased costs and examine the market of insurance programs while maintaining current costs or minimize any cost increases. JCEA will discuss any insurance increases with their Board of Directors.

## **APPENDIX 3**

### **MEMORANDUMS OF UNDERSTANDING:**

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#### **Goals For Elementary Visual Arts, Music And Physical Education Teachers**

The Jefferson County Public Schools and Association are committed to retain and support the visual arts, music and physical education teacher concept at the elementary level. Teachers in the instructional areas of visual art, music, and physical education are provided because they:

1. have proven educational expertise in their fields;
2. provide quality experiences in the subject areas meeting student, District, and community expectations;
3. take best advantage of the instructional time available in these subject areas to provide quality experiential learning;
4. encourage students' creative and aesthetic growth;
5. provide students with safe and proper activities for physical and skill development;
6. and provide expertise in the safe handling and utilization of various types of equipment, instruments, tools, mediums, and materials available in the programs.

The regular classroom teacher, normally, does not have the educational background or interest in these areas sufficient to carry out the sophisticated programs in place in Jefferson County Public Schools.

The purpose of these goals is to establish standards for the assignment of elementary visual arts, music and physical education teachers. These goals strive for equity throughout the District regarding teaching loads, frequency of class contact, and length of contact sessions to meet the standards of Board policy relative to the instructional day.

These goals are to be utilized by area administrators and principals as goals for elementary visual arts, music and physical education program implementation effective August, 1995. In the event that an unexpected increase in pupil enrollment or a lack of facilities dictates that these goals cannot be honored, area administrators and principals will take note and initiate adjustments as soon as educationally feasible.

1. Insofar as possible, the goals will be to assign eighteen (18) sections per teacher. \*Note: Class size relief may be applied for if the number of sections exceeds nineteen (19).
2. To the extent possible, class size of the visual arts, music and physical education teacher should be consistent with the teaching load of a classroom teacher within the building.
3. Special education students who are mainstreamed into visual art, music, and physical education should be integrated in a manner consistent with the regular classroom. When it is most appropriate educationally to maintain a group of special education students as a separate class in visual arts, music, and physical education, this group shall be counted as a section for the visual arts, music and physical education teachers.
4. There should be time allowed for travel between schools as determined by the principal and area administrator.
5. Expectations for special programs are identified in Key Features documents and other program materials.

When visual arts, music and physical education teachers are assigned to two (2) schools, adjustments are needed regarding expectations for performances, exhibits, and other identified program, as well as time to travel, set up, put away and plan, in order to meet instructional needs at each site. The yearly school calendars should be coordinated in a meeting of the principals and the visual arts, music and physical education teachers involved.

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### **Co-Operative Decision Making (CDM)**

In order to assure successful implementation of the Co-operative Decision Making (CDM) process, the District and the JCEA agree to incorporate the CDM Task Force report into this Memorandum of Understanding. Further, the parties agree to the following:

1. Building CDM committees will develop norms which provide a safe environment for all stakeholders and encourage their full participation in the CDM process.
2. The building CDM Committee will operate separately from the building Liaison Committee, as provided for in Article 20.
3. Funding for training will be made available in an amount to be determined on an annual basis in conjunction with the budget development process.

Full report follows.

## **CO-OPERATIVE DECISION MAKING**

### **I. INTRODUCTION**

The concept of shared decision-making was first explored in January, 1990, as an avenue to involve stakeholders and make better decisions in the District. A task force of representatives of the employee associations, PTA and the District sponsored three District-wide conversations for school employees and community members to create an action plan for shared decision-making in Jeffco. In August, 1991, the Board of Education adopted the Co-Operative Decision-Making Statement of Beliefs which states in part, "There is an expectation that schools and departments in the District will use a co-operative decision-making process whenever appropriate."

A broad-based task force worked for two years to identify common ingredients of successful models; determine unresolved issues; learn about needs and resources; and make recommendations based on seventy-eight (78) site interviews throughout the District.

In May, 1993, a Memorandum of Understanding between the Board of Education and JCEA created a charge to the Co-Operative Decision-Making Task Force. The charge was: define co-operative decision-making; clarify the scope and authority of decision making at work sites; determine training needed; and develop a transition process and models, and a proposed time line for implementation.

This document represents the work of the Task Force in fulfilling that charge. It is expected that all schools and work sites will have a functioning structure for co-operative decision-making by September, 1996.

Students and their proficiencies are the primary focus of all co-operative decisions made at each work site and serve as the foundation for a student-centered vision.

Co-operative decision-making works best in a context which ensures broad-based representation of primary clients including: students, parents, employees and the community. Other participants can be included in the process, as the need requires.

Each school's Accountability Plan and each work site's goals and objectives will reflect a student-centered vision. These will provide the necessary framework for effective implementation of a District-wide, student-centered quality program. It is expected that all decisions made are in compliance with Federal and State regulations, employee agreements, and District policies and procedures.

The co-operative decision-making process is flexible enough to ensure effective responses to varying situations and needs. Collaboration which seeks consensus enhances the potential for successful implementation of decisions. The co-operative decision-making process will look different at the various work sites. A collaborative process will be used to determine: 1) which decisions will be collaborative, consultative or command at a given work site; 2) which decision-making methods will be used; 3) in which areas of scope and authority co-operative decision-making will occur; and 4) what are the roles and responsibilities for implementation.

## II. DEFINITION

Co-Operative Decision-Making is a collaborative process that includes all of these elements:

- A commonly held, student-centered vision.
- A climate of trust.
- A respect for diverse ideas and interests.
- An open dialogue and debate.
- A shared leadership, accountability, authority and responsibility.
- An actively involved, broad-based representation of employees, parents, students and the community.

The goal of Co-Operative Decision-Making is to continuously improve education for the students in Jefferson County Public Schools.

## III. TYPES OF DECISIONS

CDM recognizes that there are different types of decisions:

- Collaborative: Decisions made by stakeholders and/or representatives of stakeholder groups. Collaboration based on consensus ensures that all stakeholders will have a voice and will support the decisions.
- Consultative: Decisions made by the designated individuals after consultation with stakeholders and/or representatives of stakeholder groups.
- Command: Decisions made by the designated individuals without consultation with stakeholders and/or representatives of stakeholder groups.

## IV. SCOPE AND AUTHORITY

Scope and authority determine what types of decisions are made and how they are made. The impact of a school/department decisions on other parts of the organization must be considered. Therefore, co-operative decision-making teams need to select decisions within the context of approved employee contracts, adopted Board policies and existing federal, state and local laws. Decisions to be made may include, but are not limited to, the following examples.

**Instruction:** Suggestions for potential decisions include: Instructional models and strategies; student assessment and placement; learning resources, staff development and employee training; student awards and recognition; enrichment activities and exceptional students needs.

**Allocation of Resources:** Suggestions for potential decisions include: Interviewing, selecting and recognizing employees and volunteers; recruiting volunteers; budget development, expenditures and evaluation; grant writing and the use of community and volunteer resources.

**Governance and Management:** Suggestions for potential decisions include: Room assignments, facility management, support services, transportation, field trips, discipline plan, extra-curricular activities, student progress reporting procedures, scheduling, community relations and communications.

Requests from the site for variances and memoranda of understanding will be reviewed at both the work site and within the articulation areas, as well as by representatives of appropriate State agencies, Board of Education, District administration, employee organizations and community groups. A procedure has been established for seeking variances from the JCEA R-1 Master Agreement.

## V. STANDARDS FOR THE CO-OPERATIVE DECISION-MAKING PROCESS



The following standards and questions are designed to assist in the establishment and ongoing assessment of your co-operative decision-making process: Schools/work sites are in various stages of development in their practice of CDM and may use these accordingly.

1. The participants are broadly representative of the school community.

- What procedures are you following that assure your membership is representative of your school/work site community
- How will you assure that the membership selection process is fair and open
- What is the process by which you replace members
- How will you assure that each member has an equal voice
- How will you assure ethnic diversity

2. The process operates with written rules that are widely understood.

- How does your governing document establish roles and responsibilities
- What is the structure for your process
- What is your plan for distributing your governing documents to your school/work site community

3. The roles of the various decision-making groups are understood within the CDM process.

What decision-making groups exist at your school or work site

What is the relationship among decision-making groups at your school/work site

4. The CDM process has a shared vision that focuses on improvement of student learning.

What is the shared vision around which your co-operative decision-making process is organized

In what way does your vision include improving the learning environment and education/services to all students?

5. The CDM process determines what decisions are made and how they are made.

What decisions will be made at the school/work site

What is your plan for collaboratively determining how decisions are made and the manner in which they will be communicated to members of your school/work site community

6. Meetings are open and at convenient times.

What process will you use to assure that meetings are open and convenient to all?

7. The CDM process is communicated internally and externally.

How does your communication plan serve your internal and external communities

What plan do you have for producing, maintaining and distributing a written record of your process to your school/work site community

8. The process is evaluated to determine its effectiveness.

How will you evaluate the effectiveness of your process?

9. Training is provided for all participants.

What is your strategy for providing ongoing technical knowledge/training for each participant?

10. Assistance is utilized when needed.

What additional assistance does your school/work site require in order to help you establish or improve your co-operative decision-making process, e.g., consultation, concrete examples, technical assistance and training?

## VI. CDM IMPLEMENTATION

It is expected that all schools and work sites will have a functioning structure for co-operative decision-making by September, 1996. Some sites that already have co-operative decision-making structures in operation, and after self-evaluation, may move into step two of implementation. For those sites in the early stages of development, it is recommended that a facilitator be used to provide assistance in the development and ongoing evaluation of a successful co-operative decision-making process. Sites that do not have a co-operative decision-making process in place may use an existing group or groups to meet the co-operative decision-making standards. Ongoing training of all stakeholders is a critical and necessary component of successful co-operative decision-making.

The following steps detail a process for successful transition to co-operative decision-making at all schools and work sites:

#### Step One: Development of Site Co-Operative Decision-Making

1. Conduct a self-assessment of critical attributes to determine readiness or effectiveness of operation using the questions in Section V., Standards for the Co-Operative Decision-Making Process.
2. Prepare a school or site implementation program with defined time lines.
3. Define a co-operative decision-making governance structure. To implement a Co-Operative Decision-Making process, sites may use existing committees, restructure existing committees, create a new entity, or any combination to meet the defined co-operative decision-making standards for their site.
4. Adopt and implement a scope and authority model (who will decide what).
5. Develop method for selecting CDM participants.
6. Plan and provide training for key stakeholders.

Examples and detailed descriptions of how sites have used co-operative decision-making, appointed selected participants, and structured their process are described in the "Co-Operative Decision-Making Resource Book." The Resource Book also includes samples of operating rules, process descriptions and membership structures of existing co-operative decision-making systems. Copies of the resource book will be available in conjunction with the self-assessment video that the Task Force will provide. (See page 7.)

#### Step Two: Implementation of Site CDM Plan

1. Formalize goals and objectives.
2. Continue training for stakeholders participating in the program.
3. Revisit scope and authority model.
4. Provide ongoing evaluation of program.

### VII SUPPORT AND ASSISTANCE

As the District moves toward the full implementation of a co-operative decision-making process, schools/work sites will require support to understand how this process can best meet the needs of the school/work site. To provide this support, a team of trained facilitators will be made available to assist these schools/work sites. District employees, parents and volunteers who have demonstrated an ability to provide positive leadership for the co-operative decision-making process will be recruited as facilitators.

In addition to support and assistance from trained facilitators, there will be a process review to assess the effectiveness of CDM on a District-wide basis. A Coordinating Committee will be structured to provide this process review.

#### Site Evaluation

A critical first step in implementing co-operative decision-making in the District will be the identification of a CDM process at each school/work site. This report recommends providing support to participants of training and technical assistance. The Co-Operative Decision-Making (CDM) Task Force will produce an interactive video that will assist all schools/work sites in a self-assessment to determine where they are in the process and what needs to be done. After viewing the video and completing the self-assessment, schools/work sites will determine training needs and utilize their allocation from the CDM funds identified by the Board.

Schools and work sites will also receive a CDM Resource Book that will contain samples from other schools and districts, and a list of resources for assistance and support.

At the conclusion of each year, each school/site will be required to complete a form reporting on how assistance was used as well as the effectiveness of co-operative decision-making efforts. The form will ask for signatures of each participant serving at the school/site.

#### Support and Assistance by Local Facilitators

The District will create a Co-Operative Decision-Making Support Team by training volunteers who will be willing to assist sites on an "as-called" basis. Volunteers will include teachers, administrators, classified employees, parents, students and others who currently use co-operative decision-making at their site.

To create the pool of facilitators, the following organizations should be asked to solicit volunteers for this task. Following training, the names will be compiled for distribution to each school/site council:

Jefferson County Education Association.  
Jefferson County Administrators Association.  
Classified School Employees Association.  
Student Councils.

Parent Teacher Association.  
District Accountability Committee.  
Volunteers/seniors active in the District.

District CDM Coordinating Committee

A Coordinating Committee will be created with two assigned responsibilities:

Review of site appeals.

District co-operative decision-making assessment.

The Coordinating Committee will meet a minimum of twice a year, mid-year and at the end of the school year, to evaluate progress in co-operative decision-making efforts throughout the District. To conduct this review, the Committee will use the data from the feedback provided by sites at the end of the year.

The second function proposed for the Coordinating Committee is to provide an appeals process for schools/sites. The Coordinating Committee should be composed of Board of Education appointees and representatives of JCEA, JCAA, CSEA District Accountability, Parent/Teacher/Student Associations, volunteers and community organizations.

When presented with an appeal, the Coordinating Committee, using the standards set for all schools/sites, will determine if the appeal is a co-operative decision-making issue. It is not the purpose of the Coordinating Committee to review site decisions, but to assist in assuring a co-operative process has taken place.

The Coordinating Committee members may be expected to gather appropriate data prior to convening meetings. Coordinating Committee meetings will be convened to review appeals, to collect information from all parties and to respond with suggestions for process improvement.

Co-operative decision-making is a process designed to encourage involvement for mutual benefit. It is the expectation of the Board of Education that the process be developed within each school and department. The purpose of the District Co-Operative Decision-Making Coordinating Committee is to assure that such a process is in place and to assist in facilitating the process where possible. The issues and procedures used in co-operative decision-making will always be within the limitations of Board of Education policies and procedures, negotiated agreements, and State laws.

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## **Regarding Special Education and Related Services**

### **I. INTERVENTION CLUSTER TEAMS (ICT)**

#### **A. Responsibilities.**

It is the goal of the Intervention Cluster Teams to reach collaborative decisions in the following areas by involving representative stakeholders. The process is outlined below.

- Review and/or make recommendations to the appropriate Cluster/Special Education administrator(s) regarding a comprehensive design for a continuum of services.
- Establish a design for staff development that supports and/or increases the capacity of staff to implement the agreed upon design for a continuum of services.
- Work with general education staff toward the goal of integrating the delivery of special education services in the general education curriculum, within the parameters of IDEA.
- Establish the organizational pattern and criteria for potential involuntary transferees in October.
- Determine collaboratively with the appropriate Special Education administrator(s) a plan for the utilization of resources and allocated FTEs by discipline and level. Assignment and reassignment of Special Education and Related Services staff will follow contract and service requirements. If the decision cannot be reached collaboratively, the appropriate ICT Special Education administrator will have the final decision-making authority.
- Establish a communication system within the cluster.

B. Minimum membership shall include:

- Special Education Administrator (1).
- One representative from each SPED discipline – selected by discipline staff (8).
- An elementary, middle school and senior high administrator selected by area principals (3).
- Parents.
- An elementary, middle school, senior high and pre-school regular education representative from a cluster will be on the ICT (4).
- One representative selected by the District's low-incident programs personnel (1).
- Other representation as mutually agreed to by the ICT.

C. Procedures

Special Education Administrators and/or other individuals designated by the ICT shall have the responsibility to facilitate Intervention Cluster Teams in the following areas:

- Develop operating procedures and guidelines including a decision-making process.
- The representatives selected will serve not less than one or more than three consecutive years. Terms will be staggered to ensure expertise remains in the ICT.
- All representatives for the forthcoming school year shall be elected by the end of May.
- Each ICT will determine their meeting times.
- There will be at least quarterly meetings of the ICT. ICTs may schedule meetings during the school day. Staff with classroom responsibilities shall be provided substitute or release time to attend. In such instances, substitute funding must be determined by the area principals and the area Special Education administrator. At least one meeting shall be scheduled for a half (1/2) day.

ICTs will provide adequate program orientation and training for their members each year.

## II. PARAMETERS RE: JOB ROLES/DESCRIPTIONS

A. Roles and job descriptions for SERS and self-contained Special Education teachers will be determined collaboratively with input from SERS, teachers and the principal. These roles and job descriptions will be based on licensure, endorsement, expertise and identified students' needs. In the event mutual agreement cannot be reached, the Special Education director will have the authority to make the final decision after consultation with the area administrator(s) and the affected stakeholders.

B. For building-based FTE allocations, discipline reps of the ICT would facilitate a cluster-wide meeting of their discipline to discuss allocation and assignment recommendations during February-March, but no later than April 15th. ICTs shall collaboratively review and make a final recommendation to the appropriate Special Education administrator for implementation of these recommendations. The Special Education director will have the authority to make the final decision after consultation with the area administrator(s) and the affected stakeholders.

C. After consultation with the staff, the Cluster Special Education Administrator(s) will assign all Cluster Special Education and Related Services staff to a cluster. Reassignment will be made as per Article 34.

D. Special Education Administrators will decide FTE allocations and assignments for Cluster-Based Center Programs with input from the Alternative Resource Team (ART), and in light of the ICT's recommendation for a comprehensive design for a continuum of services.

E. Special Education Administrators will decide FTE allocations and assignments for District Center Programs with input from the ART, and in light of the ICT's recommendation for a comprehensive design for a continuum of services.

F. The Special Education Administrative Team will assign all District Special Education and Related Services staff.

G. The current practice of allowing school-based EH teachers to be reassigned to a regular education classroom position within the same school will be continued. Teachers wishing to return to Special Education positions shall apply as per Article 34.

H. These procedures will be managed consistent with the District's commitment to avoid a reduction in force.

I. Alternate Resource Team(s) will be responsible for developing placement processes and service delivery processes for cluster and District self-contained programs for students with severe needs (i.e., SC/PC, CC, SIED, SLIC, etc.).

### III. GOVERNANCE OF SERS WITH MULTIPLE SCHOOL ASSIGNMENTS

School responsibilities beyond direct services, (i.e. staff meetings, conferences, back-to-school nights, and etc.) shall be agreed upon by the SERS person with multiple school assignments and their principals. If agreement cannot be reached, the appropriate Special Education Director will decide.

Equity in the 40-hour workweek will be respected. When flex time is scheduled, it should be provided at the site where the work time was incurred. If agreement cannot be reached, the appropriate Special Education Director will decide.

Special Education personnel with classroom responsibilities will have access to a substitute. A SERS person will follow school procedures for reporting absences and requesting substitutes.

### IV. EVALUATION

1. All cluster-based Special Education and Related Services personnel shall be evaluated by the principal or appropriate designee of their school. If the performance of said Special Education and Related Services personnel is deemed deficient, a discipline expert, certified to do evaluations and/or the appropriate Special Education Administrator shall be brought in to assist in the evaluation. It is understood that a principal may call upon the area administrator or discipline expert to assist them, and early intervention is always desirable.

2. Staff assigned less than half-time at any school will be evaluated by the appropriate special education administrator unless a different arrangement is mutually agreed to by said staff.

### V. CONTRACTED SERVICES

1. The District, following consultation with the ICT, may contract with non-District employees under the following conditions:

- If the position is less than one FTE.
- It will not create or cause a RIF or displace SERS personnel.
- If no qualified person is available to fill the position.
- The contract is for one (1) year or less (short term).
- If the position is continued, every effort will be made to fill the position as per the negotiated Agreement.

2. The District may contract with non-District employees if it is within the context of a pilot program approved by the Executive Director of Intervention Services, principal and the Association.

## **High School Teachers**

The Jefferson County School District and Jefferson County Education Association agree to create a Memorandum of Understanding to implement an addition to the regular ratio in the Negotiated Agreement Section 18-3-3-1. It is agreed up to an additional thirty-six (36) teachers will be hired to meet the current State mandated Colorado Commission on Higher Education (CCHE) recommendations for increased math and science instruction.

## **Reassignment/Transfer**

For the 2005-2006 school year effective July 1, 2005, positions which become available after the close of the voluntary transfer process will be filled with temporary teachers and will be advertised the following year (as per Article 34-9-3). Both parties mutually agree to review this practice at the 2006-2007 bargaining session