

Article 1

1 Definitions

- ~~1-1~~ ~~1-1~~ The term "educator" shall mean all full-time, non-administrative personnel, teachers in residence, alternative licensure teachers and part-time teachers, as defined in Section 1-11, licensed by the Colorado State Department of Education. The term "educator" shall not include persons who teach less than part-time, substitute teachers, or educational assistants.
- ~~1-2~~ "Teacher" is defined as any person who holds an interim, alternative, initial, or professional teacher license and who is employed by the District to instruct, direct, or supervise an education program. C.R.S. 22-63-103(11)
- ~~1-32~~ The term "Board" shall mean the Board of Education of Jefferson County School District, R-1 in the State of Colorado.
- ~~1-43~~ The term "Association" shall mean the Jefferson County Education Association.
- ~~1-54~~ The term "School District" or "District" shall mean the Jefferson County School District R-1 in the State of Colorado.
- ~~1-65~~ The term "Superintendent" shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.
- ~~1-76~~ The term "workweek," unless specified otherwise in other sections of the Agreement, shall be a period of time of forty (40) hours of teaching and school-related duties falling from Monday through Friday.
- ~~1-87~~ The term "school day" shall mean the continuous period of time each day an educator is assigned teaching and school-related duties.
- ~~1-98~~ The term "business day" shall mean Monday through Friday unless a District holiday. A "business day" may not be a scheduled day for educators.
- ~~1-109~~ "Continuous service" shall mean the length of service as a full-time contracted educator of the District.
- ~~1-110~~ The term "part-time educator" shall mean all non-administrative personnel, licensed by the Colorado State Department of Education, who teach half or more, but less than all, of a workday for ninety (90) or more days, or one semester or equivalent time as determined by the annual school calendar; or who teach full-time ninety (90) or more days, or one semester or equivalent time, but less than a full contract year.
- ~~1-121~~ The term "substitute teacher" shall mean an educator who normally performs services as an employee of a school district for four hours or more during each regular school day, but works on one continuous assignment for a total of less than ninety (90) regular school days, or one semester or equivalent time as determined by the annual school year calendar of the District in which the educator is employed during an academic year. "Substitute educator" also means an itinerant educator who normally performs services as an employee of a school district for four (4) hours or more during each regular school day, but works on two or more assignments for a total of less than one hundred ten (110) regular school days during an academic year.

- | 1-~~132~~ The term “contract year” and “work year” shall be the number of days an educator is contracted to work each year.
- | 1-~~143~~ The term “District JCEA Collaboration Committee,” shall also be known as the DJCC and those terms may be used interchangeably in this Agreement.
- | 1-~~154~~ The term “Professional Practices Evaluation Rating” shall also be known as the PPER and those terms may be used interchangeably in this Agreement.

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Article 3

3 Association Relationship

- 3-1 The Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 until August 31, 2021. The term of this Agreement shall commence July 1, 2016, and shall expire on August 31, 2021, unless extended through the negotiation process outlined in Article 4.
- 3-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association. The granting of these rights and privileges shall in no way be construed to diminish or impair the rights, powers and discretion of the Board or administration vested in Colorado law.
- 3-3 The District shall release the president of the Association from the president's regular assignment during their term of office. The Association shall reimburse the District for the president's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District. The District will collaborate to find a mutually agreeable position at the end of the JCEA president's term in office.
- 3-4 The president of the Association, or designated JCEA staff or JCEA officers will have the right to visit schools. All visits will be coordinated with the principal or the principal's designee in advance, and all visits will be conducted in a manner that does not disrupt the educational process in the school.
- 3-5 Subject to the use restrictions as set forth in District policy GBEE (Staff Use of the Internet and Electronic Communications), and any other applicable District policies, the Association will have the right to use school facilities and may use school communication facilities including but not limited to email and physical mail boxes at work sites.
- 3-6 The Association shall have the right to have an Association representative(s) at each building. The Association representative shall not be subject to any disciplinary or punitive actions due to their participation as representative.
- 3-7 The Association will be allowed to host events at induction to introduce the Association and its work to new educators.

3-8 Dues Deductions

- 3-8-1 The District agrees to deduct from employee's salaries, dues for the JCEA as employees individually and voluntarily authorize, and to transmit the monies to the JCEA or its designated agent.
- 3-8-2 Each Month the District will provide the JCEA with a list of those employees who have voluntarily authorized the District to deduct dues.
- 3-8-3 The JCEA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.

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Article 5

5 Time Management

- 5-1 In order to be effective, educators need time to plan; time to teach; time to collaborate with fellow educators; time for professional development; time to analyze the impact of instruction on student learning; time to differentiate between students who come to the classroom with varying skill sets and social-emotional needs; and time to communicate with all classroom stakeholders.
- 5-2 The parties acknowledge that educators work outside the scheduled workweek to accomplish tasks to support learning and teaching. The parties agree that striking a work and personal life balance is in the best interests of educators and students.
- 5-3 Each school will utilize a collaborative committee, established pursuant to Article 10-8, to collaboratively develop daily, weekly and annual schedules to accommodate the various demands on educators' time (referred to in this article as the "Scheduling Committee"). In establishing schedules, the Scheduling Committee must ground all decisions in research-based ideas focused to increase student academic success. A school may consider ideas such as, but not limited to, modified contact days and varied scheduling (traditional, block, blended learning structures, late start, early dismissal, extended day, etc.). The schedule designed by each school otherwise must adhere to the following parameters:
- 5-3-1 The schedule must comply with and align with the academic year schedule developed and publicly released by the District.
- 5-3-2 Except as set forth below, the work year will not exceed one hundred eighty-five (185) days. If a licensed professional works beyond 185 days the educator will earn the per diem rate of $1/185^{\text{th}}$ of their annual salary, for each additional day worked, and the additional days will be mutually agreed to.
- 5-3-2-1 Secondary counselors shall work ten (10) additional days per year, unless the counselor and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
- 5-3-2-2 Digital Teacher Librarians shall work six (6) additional days per year, unless the teacher librarian and immediate supervisor mutually agree to a different schedule, and will be paid at the per diem rate for the additional days worked.
- 5-3-3 Except as set forth below, the Scheduling Committee will develop schedules that account for no more than forty (40) hours of the workweek (the "40-hour schedule") and an additional 22.5 hours per school year as noted below. Licensed professionals will have the autonomy to schedule the remainder of the workweek for themselves in a manner that best addresses the demands on their time and the needs of their students. Nothing contained in this paragraph is intended to limit the ability of a licensed professional to volunteer for school directed activities that occur outside of the 40-hour schedule.
- 5-3-3-1 The principal shall have the right to require that each licensed professional work up to a maximum of 22.5 hours per school year outside of the 40-hour schedule, without additional compensation, to enhance the school's relationship with parents, guardians and the community and to support the

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educational mission of the school. It is intended that the additional 22.5 hours will include activities such as, but not limited to, parent-educator conferences, Back-to-School Nights, Open House, PTA meetings and graduation.

- 5-3-4 The use of non-contact days shall be determined by the Scheduling Committee so that licensed professionals can prepare for their students' needs. Suggested time allocations could include, but are not limited to, approximately 10% for District level professional development and collaboration, 30% school based professional development, 30% collaborative planning time, and 30% individually directed planning time.
- 5-3-5 Educators shall have a duty-free lunch of no less than thirty (30) minutes, exclusive of passing and inter school travel time. Licensed professionals may leave the building during their duty-free lunch provided their absence does not interfere with scheduled duties.
- 5-3-6 Two hundred seventy minutes (270) of each week will be allocated by the Scheduling Committee for individually directed planning time, collaborative planning time, and required building meetings. It is the intent that the Scheduling Committee take into account the positive impact on student achievement of adequate time for licensed professionals to plan for instruction and to work collaboratively with their student-centered teams, and schools will work diligently to protect this critical planning time. Accordingly, in the exercise of its discretion, the Scheduling Committee ~~should will~~ allocate ~~approximately at least~~ 225 minutes for individually directed planning time in no less than 30-minute blocks. In elementary and middle schools (K-8), individually directed planning time will occur during the student contact day on at least three days a week. Collaborative or PLC planning time should be in addition to, not instead of, individual planning time.
- 5-3-7 An educator who uses their planning period to cover a class due to a lack of a substitute will be compensated at \$20 per hour. Educators will be compensated for taking on additional students due to the lack of a substitute educator with the total monies that otherwise would have been paid to the substitute teacher. School collaboration processes should be used to establish a substitute coverage protocol that includes all licensed staff.
- 5-3-8 Educators who must travel within the work day shall be scheduled with adequate time for travel, a duty free lunch, and planning time. Mileage for such educators will be paid in accordance with IRS guidelines.

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Article 7

7-1 Educator Evaluations

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

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

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

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

~~7-3 Student assessment data will comprise a portion of the evaluation of the educator in accordance with Colorado law. The student growth portion of evaluation will be determined by the Superintendent with input from the Educator Evaluation Committee as outlined in article 7-4 below.~~

~~7-4 A collaborative Educator Evaluation Committee will be established with both educator and administrative representatives. Educator representatives will be appointed by JCEA. The committee will be charged with providing input on:~~

~~A. The student growth portion of the evaluation;~~

~~B. A. The development of the evaluation rubrics for special education and related services personnel, teacher librarians, resource teachers, curriculum coordinators, instructional coaches, deans, and counselors; and~~

~~Evaluation improvement opportunities including peer evaluators, and other systems to improve the overall evaluation process.~~ 7-1-3 Consequently, all educators will receive the necessary formal evaluations as required by state law.

~~C.~~ 7-1-4 Educators will be evaluated by administrators or other licensed personnel such as TOSAs that are identified as evaluators who

~~7-5 All evaluators shall have their principal or administrator license or their designees shall have received education and training on evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional, and credible evaluations of personnel. Educators such as Instructional All evaluators must be designated administrators or Evaluation Coaches or teacher peers shall not evaluate although they. District administrators may observe and provide confidential feedback to~~

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another educator. The evaluator must meet with educators to be asked to review the evaluation process, timelines, and any evaluation tools utilized in the first six weeks of the school year ~~perform additional observations at the building level as needed.~~

7-1-56 Any monitoring or observation of the work performed by an educator will be conducted openly and with full knowledge of that educator. Therefore, Security cameras must not be used for the purpose of evaluation except when footage is used to verify a misconduct. ~~and will include observations of activities such as classroom instruction, weekly data meetings, professional learning communities, and other non-teaching duties.~~

7-1-67 Video or audio taping can be an effective gauge of performance and may be permitted upon mutual agreement of the educator and the principal or a building-level designee. Appropriate safeguards should be taken to comply with FERPA.

~~7-1-8 Security cameras shall not be used for the purpose of evaluation except when data from security cameras is used to verify a disciplinary incident.~~

7 ~~An educator's lack-9~~ ~~Lack~~ of participation ~~by an educator~~ in extracurricular activities ~~(outside the assigned workday as per the Agreement)~~ will not form the basis for a less-~~than~~-effective evaluation of the educator.

7-1-810 In order to be included in an educator's evaluation, ~~complaints, concerns or observations~~ from students, parents, colleagues or other District staff must ~~be have been~~ vetted and shared with the educator in a timely manner, and the educator must have been given an opportunity to respond.

~~7-1-97-11 Timelines and Observations for Evaluating Professional Practices~~

~~7-11-1~~ The evaluation process will begin at the beginning of the school year and be completed in the spring, no later than mid-May. There shall be a mid-year conference between educator and evaluator to review the progress of the educator. Each educator will be given a copy of the final evaluation report prepared by the evaluator at least one (1) school day before the conference to discuss it. No report will be submitted to central administration, placed in the educator's files, or otherwise acted upon without a prior conference with the educator. Such report must be signed by both parties to indicate only that the report was reviewed. ~~Probationary educator evaluations, for the professional practices part of the evaluation, shall ordinarily be completed by early April and the final evaluation conference will ordinarily be held by mid-April. The professional practices part of the evaluation for non-probationary educators shall ordinarily be completed by early May and the final conference ordinarily held by mid-May.~~

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

7-2 Specific Attributes of Teacher Evaluations

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

7-2-3 Observations for Evaluating Professional Practices

7-2-3-1 In evaluating a teacher's professional practices, probationary and non-probationary teachers will be formally observed before winter break by an evaluator in compliance with state law.~~7-11-2 Within the first six weeks of the school year, each principal will meet with educators to review the process, timelines, and rubrics. Educators will complete a self-assessment to familiarize themselves with the rubric and to identify areas for personal growth.~~

~~7-11-3 All probationary and non-probationary educators will be evaluated each year.~~

~~7-11-4 All probationary and non-probationary educators will have at least one (1) required observation prior to winter break. Probationary educators will have at least one (1) more required observation. Evaluators who have performance concern(s) about the overall effectiveness of a non-probationary educator will schedule at least one (1) more required observation.~~ The evaluator should spend sufficient time in the classroom and/or in observation of assigned job responsibilities to justify the conclusions contained in the evaluation. Generally, this should~~This would generally~~ be a full class period for secondary ~~teachers~~educators and a whole lesson for elementary ~~teachers~~educators.

7-2-3-2 Observations may be scheduled in advance with the teacher~~7-11-5~~

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

~~7-11-6 Observations may be scheduled with the educator in advance~~ or may be unannounced. Scheduled observations will not require a preconference, but if requested by either party, a conference will occur. After an unannounced visit, a follow-up visit will be scheduled upon request of the ~~teacher~~educator.

~~7-2-3-11-7~~ A post observation dialogue between the ~~teacher~~educator and the evaluator shall be held within five (5) school days (unless mutually agreed upon with both the administrator and teacher)~~in a timely fashion~~ after each ~~formal~~required observation for the purposes of delivering constructive feedback and identifying any areas of concern that could lead to a less-than-effective evaluation. Post observation dialogues ~~will~~shall include evidence gathered from the observation and the ~~teacher, educator, and be~~ documented on designated District forms. ~~Teachers~~Educators are encouraged to share evaluation feedback with a peer who can assist them, such as instructional coaches~~Instructional Coaches~~, department chairs or other colleagues.

7-2-3-4 Numerous informal classroom visits of varied lengths may provide additional data for the evaluation process. Although each informal classroom visit does not require formal documentation, teachers will be provided feedback from the informal observations. As data is gathered over time, teachers will receive updated performance feedback. A conference will be held if performance declines or if either party requests one.

7-2-3-5 Evaluators who have performance concerns about the overall effectiveness of a non-probationary teacher may conduct additional formal observation.⁵

7-2-3-6 The final evaluation conference for probationary teachers will ordinarily be held by mid-April. The professional practices portion of the evaluation for non-probationary teachers will ordinarily be completed by early May and the final conference ordinarily held by mid- May.

7-2-3-7~~11-8~~ Instructional Coaches may participate in post-observation conferences with the consent of the ~~educator being evaluated~~ teacher. The purpose of such participation is to understand performance concerns so as to assist the ~~teacher~~educator by monitoring progress and providing strategies for improvement. Any informal observation by ~~an~~the instructional coach ~~may~~shall not be included in the formal evaluation but ~~can~~shall be used to assist for ~~assisting the teacher~~educator in improving instructional practices.

7-2-3-8 The formal evaluation of teachers~~7-11-9~~ ~~Each educator will be given a copy of the final evaluation report prepared by the evaluator(s) at least one (1) school day before the conference to discuss it. No report shall be submitted to the central administration, placed in the educator's files, or otherwise acted upon without a prior conference with the educator. Such report shall be signed by both parties to indicate only that the report has been reviewed.~~

~~7-11-10~~ ~~The formal evaluation of educators~~ in a split-school assignment shall be completed by an evaluator in the building ~~wherein which such educators have~~ the majority of ~~the~~their educational responsibilities occur unless otherwise agreed to by the school administrators ~~in the buildings in which they work.~~

7-3 1338 Committee

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

A. The student growth portion of the evaluation;

B. The development of the evaluation rubrics for special education and related services personnel, teacher librarians, resource teachers, curriculum coordinators, instructional coaches, deans, and counselors; and

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C. Evaluation improvement opportunities including peer evaluators, and other systems to improve the overall evaluation process.

7-412 Notice of Performance Deficiencies ~~and Dismissal~~

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

7-~~412~~-1 If performance expectations are not ~~being~~ met by an educator, a Performance Improvement Plan (PIP) shall be issued to the educator as soon as possible, but no later than January 30th. An educator will have a minimum of six to ten (6-10) weeks to successfully meet the expectations contained in the ~~PIP document~~. At the end of that time, the ~~plandocument~~ can be ended if expectations have been met, or extended if expectations are not being met. If ~~performance concerns a situation~~ arises after January 30th, a PIP can still be issued ~~to document performance concerns~~ but the concerns will be provided to the educator as soon as practicable, ~~after the concern arises~~.

7-~~412~~-2 Any areas of deficiency or less-than-effective performance shall be addressed in a written PIP and will include the following:

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

7-~~412~~-3 After ~~an educator receives~~ educators receive a PIP, additional supports ~~will~~ shall be made available to the educator, when appropriate, including but not limited to, release time for peer observation ~~classroom observations of effective educators~~, additional professional development, instructional coaching, etc. It is the educator's responsibility to take advantage of the additional supports. It is the ~~evaluator's~~ principal's responsibility to monitor progress and provide regular, timely feedback.

7-~~412~~-4 If the evaluator believes the alleged performance deficiencies of an educator justify non-renewal or dismissal, the educator should be specifically advised of the alleged deficiencies and that failure to correct them ~~may~~ will result in a recommendation for dismissal or nonrenewal.

7-~~412~~-5 If a recommendation for ~~educator~~ non-renewal or dismissal is made by the evaluator, written notification ~~must~~shall be provided to the educator prior to the meeting of the Board at which action is to be taken. Notice of ~~non-renewal~~nonrenewal of a probationary ~~educator~~teacher shall be provided to the educator prior to June 1st in accordance with state as provided by law.

7-~~412~~-6 An educator who is recommended for non-renewal or dismissal ~~should~~shall be provided a copy of the final evaluation document before the recommendation for dismissal or non-renewal is submitted to the Board of Education~~finalized~~.

7-~~412~~-7 ~~Nothing~~The provisions of this article refer to evaluations of instructional practices and professional responsibilities. Understanding that a scenario may arise wherein an educator has both fallen short of instructional practices and professional responsibility expectations and at the same time has violated one or more guidelines, directives, regulations, policies or laws; nothing contained in this Article 7 shall be construed as a limitation on the District's authority to address performance and misconduct concerns~~both situations~~ separately. This may result in an ~~providing the~~ educator receiving~~with a PIP to address performance deficiencies for the instructional practices and professional responsibility portion~~ and also receiving~~providing the educator with~~ formal counseling or other forms of discipline to address~~for any~~ misbehavior or misconduct.

7-5 ~~13~~ — Appeals of Final Professional Practices Evaluation Appeals~~Rating (PPER)~~—

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

7-~~513~~-1 The grounds for an appeal are limited to the following:

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

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

~~B. C.~~ The data relied upon was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible); or

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

7-~~513~~-2 Step One – Administrator Meeting

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

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

~~7-513-3~~ Step Two – Community Superintendent ~~Achievement Director~~ Inquiry

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

Both the educator and the Community Superintendent ~~employee and a Achievement Director~~ may be accompanied by a representative during the Step Two Achievement Director Inquiry. ~~At the Step Two Achievement Director Inquiry, the~~ educatoremployee will have the opportunity to further discuss the grounds of the appeal and submit any supporting documentation. The parties are encouraged to thoroughly discuss the concerns and resolve the issues. If deemed necessary, the Community Superintendent may conduct an independent investigation into matters raised by the educator ~~but the Achievement Director Inquiry will be limited to 1 hour unless extended by mutual agreement.~~

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

~~7-513-4~~ Step Three – Chief of Schools ~~Officer~~ Review

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

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~~Director's~~ written response. The written review request may not contain any new evidence.

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

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

7-~~513~~-5 All documents and proceedings related to the appeal process ~~will~~shall be confidential.

7-~~513~~-6 All deadlines may be extended by mutual agreement.

7-~~614~~ Appeals of a Second ~~Less-than-Ineffective or Partially~~ Effective Rating for Non-Probationary Teachers ~~Educator~~

7-~~614~~-1 The following requirements ~~will~~shall apply to the appeal process for a non-probationary ~~teacher~~educator to appeal a second consecutive ~~less-than-PPER of ineffective or partially effective~~ evaluation. For purposes of the appeal process, a rating of ineffective and a rating of partially effective are considered less-than-effective and will carry the same consequence. ~~A teacher will; an educator shall~~ lose non-probationary status after receiving two consecutive ratings of ~~less-than-either ineffective or partially effective~~ evaluations. The appeal process shall allow for a final determination of the teacher's professional practices rating~~educator's PPER~~ and a final determination of whether that educator retains non-probationary status; it shall not serve the purpose of determining employment or termination.

If ~~a teacher's overall evaluation rating elevates an educator's PPER of partially effective~~ changes to effective or higher ~~once~~when the student growth data is added, the appeal decision shall become moot.

7-~~614~~-2 ~~A Beginning with the 2015-16 academic school year, a non-probationary~~ teacher~~educator~~ who objects to a second consecutive ~~less-than-PPER of ineffective or partially effective~~ professional practices rating ~~will~~shall have an opportunity to appeal that rating to the Superintendent. The appeal process ~~is~~shall be voluntary ~~for an educator and~~ will be initiated only if the ~~teacher~~educator chooses to file an appeal.

7-~~614~~-3 The non-probationary ~~teacher~~educator shall have the burden of demonstrating that a rating of effective was appropriate. The grounds for an appeal are limited to the following:

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

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

7-~~614~~-4 A teacher must file their appeal to Employee Relations within ten (10) business days after receiving their final professional practices rating. The appeal process shall ~~begin on the date that an educator receives a second consecutive Performance Evaluation Rating of ineffective or partially effective and shall~~ conclude no more than thirty (30) business days after receipt of the final professional practices rating. ~~Performance Evaluation Rating. An educator shall file an appeal by submitting it to Employee Relations within ten (10) business days after receiving the rating.~~ These time requirements may be waived by mutual agreement of both the ~~teacher~~educator and the District.

7-~~614~~-5 A teacher~~An educator~~ is permitted only one (1) appeal for the second consecutive less-than-effective evaluation rating. ~~A teacher~~Performance Evaluation Rating of ineffective or partially effective. An educator filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed ~~will~~shall be deemed waived.

7-~~614~~-6 Review Panel and Process

7-6-6-1 An advisory review panel of no more than six (6) members, equal numbers of educators and administrators, will be empaneled to review the teacher's evaluation. Members cannot have been directly involved in the evaluation process for the appealing teacher, employed at the appealing teacher's school, or related to the appealing teacher. The Superintendent will not be a member of the review panel but will have the authority to appoint administrative members. The Association will select the educator members.

7-6-6-2 ~~7-14-6-1~~ A District review panel shall be appointed prior to the beginning of the 2015-16 school year. Panel members shall be selected and trained regarding the evaluation and appeal procedure in a manner designed to ensure the credibility and expertise of the panel members. ~~A process will~~The panel shall be comprised of equal numbers of educators and administrators, with no more than six panel members' total. The Association will select the educators to serve on the panel. A process shall be developed to ensure continuity of the review panel members.

The appealing teacher~~7-14-6-2~~ The review panel shall serve in an advisory capacity to the Superintendent. The Superintendent shall be the final decision-making authority in determining the educator's final Performance Evaluation Rating.

~~7-14-6-3~~ The review panel shall be comprised of members who were not directly involved in the evaluation process for the appealing educator, employed at the appealing educator's school, or related

~~to the appealing educator. The Superintendent will not be a member of the review panel.~~

- A. ~~The appealing educator~~ shall be given the opportunity to provide evidence to the review panel in writing. The review panel shall review any written information provided by the appealing ~~teachereducator~~ prior to meeting to render a recommendation.
- B. The review panel may invite the ~~teachereducator~~ or educator's principal to present information or evidence in writing where clarification is necessary; however, the ~~teachereducator~~ and principal shall have the right of refusal without prejudice.
- C. In order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the Superintendent if the panel is not able to reach unanimous consent.

7-~~614~~-7 The Superintendent shall be the final decision-making authority in determining a ~~teacher'san educator's~~ final evaluation rating~~Performance Evaluation Rating~~ and whether a non-probationary ~~teachereducator~~ shall lose non-probationary status. The Superintendent shall provide a written rationale for the final determination.

7-~~614~~-8 If the Superintendent determines that a rating of less-than-ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective; the ~~teachereducator~~ shall receive a "no score" and shall not lose non-probationary status. However, if in the following academic school year that ~~teachereducator~~ receives a final less-than-Performance Evaluation Rating of ineffective or partially-effective rating, this rating shall have the consequence of a second consecutive ineffective rating and the ~~teachereducator~~ shall be subject to loss of non-probationary status.

7-~~614~~-9 This appeal process shall be the final determination in regard to the final evaluation rating~~Performance Evaluation Rating~~ and loss or retention of a teacher's non-probationary status.

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Article 8

8 Licensed Educators, Resources and Class Size/Case Loads

- 8-1 The District and the Association have a shared commitment to providing a broad-based, consistent education to all Jeffco students. This includes an educational program that seeks to educate the whole child as well as to support schools in meeting the strategic vision for the District as communicated by the Board of Education and the Superintendent. Principals and educators should work together in creative ways to ensure a student-centered focus in their buildings.
- 8-2 To achieve such a broad-based goal, professional educators from many disciplines are necessary including world language, fine arts, physical education and other elective educators, mental and physical health professionals, counselors, digital teacher librarians, special education educators, and educators in core curricular areas such as language arts, social studies, mathematics, and the sciences. Additionally, various District or school-based programs, including summer programs, can provide academic enrichments and vocational skills that enable students to be college and career ready in the 21st century.
- 8-3 Buildings are encouraged to use the American School Counselor Association (ASCA) standards to help educators, counselors and others in the development of students' social and emotional needs. In order to meet the social and emotional needs of students, schools may consider partnering with other organizations to ensure that all students receive necessary assistance to support development and growth.
- 8-4 The following educators will be staffed based on the needs of the school and in accordance with best practices identified by the school leadership team and District leadership team. These guidelines are intended to provide assistance to schools in their allocation of resources to support the learning environment desired by their local community and aligned to the school improvement plan objectives. Educators hired will be appropriately licensed. Principals and the schools' collaborative leadership team may consider placing qualified educators in dual positions or roles which make full use of an educator's training and experience.
- 8-4-1 Classroom Educators
Schools will determine the number of classroom educators needed to meet the needs of the student and community populations served in accordance with the school's improvement plans and philosophy. This includes educators hired specific to gifted and talented building-level programs.
- Each school will ensure that staff has adequate resources to deliver instruction appropriate to their specialties.
- 8-4-2 Digital Teacher Librarians
- An educator who either holds a valid license and has a teacher librarian endorsement or has completed, or is willing to complete, the District Digital Teacher Librarian (DTL) certification may be employed in the school as a Digital Teacher Librarian. Failure to complete the induction courses or make adequate progress towards the DTL certification may result in displacement from the teacher librarian position. The teacher librarian serves as teacher, building-based leader of technology and information literacy, instructional partner with classroom teachers, and resource manager within the school

community and may serve in other capacities they are qualified for in order to maintain a full-time DTL in every building.

8-4-3 Counselors

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

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

8-4-4 Instrumental Music

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

8-4-5 Special Education

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

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

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

8-4-5-2 District-based staff may be re-assigned due to changes in program location, specific building need, or student need across the District. In cases of re-assignment the District will make every effort to assign staff within a requested geographic area. Reassignments are to occur prior to schools positing individual positions.

- 8-4-5-3 District-based positions will be filled first through District reassignment; and then through Article 12 selection processes with qualified practitioner participation.
- 8-4-5-4 Special education staff will be evaluated by a building administrator if they are assigned to one (1) or two (2) buildings. If assigned to more than two (2) buildings, they will be evaluated by special education administrators. Special education educators may be evaluated in consultation with special education administrators who understand the nature of the individual's job responsibilities.
- 8-4-5-5 Instructional behavioral analysts and special education instructional coaches will be evaluated by special education administrators.
- 8-4-5-6 Special education learning specialists are considered building-based positions.
- 8-4-5-7 Schedules for learning specialists and SERS personnel may be determined in consultation with the employee, special education department, and the building principal.

8-5 Class Size

- 8-5-1 The District and the Association acknowledge that class size is a function of many factors, including course objectives, curriculum/subject matter, age and skill sets of students, number of students with special needs, class scheduling patterns, and school improvement plans. Students will not be placed in any classroom in numbers larger than the capacity of the teaching facilities and stations available in that classroom. Additionally, the parties recognize that some classes, curriculum and students require more intensive work and some could benefit from larger class sizes.
- 8-5-2 Class configurations and educator workload can best be determined at the school level, collaboratively between administrators and educators. Schools will use the collaborative structures outlined in Article 10 to determine class configurations and workloads that are optimal for that school. Consideration will be given to high needs schools and individual classes with disproportionate numbers of SPED or ESL students. Soliciting input from all stakeholders may be a part of this process.
- 8-5-3 Every effort should be made to ensure equitable workloads for educators considering the desired student outcomes.
- 8-5-4 The District and Association acknowledge that class configurations are impacted by local needs and resources. The following are guidelines for school collaborative teams to use in determining class configurations and sizes.

8-5-5 Elementary Classroom Guidelines:

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

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

Elementary AMP electives play an important role in facilitating student development as well as providing planning and collaboration time for classroom content educators. The school collaboration team for each building in which an educator has an assignment will ~~make an effort to~~ include input from elementary AMP elective educators when developing class configuration, class scheduling, equitable duty schedules and daily student schedules ~~(a.k.a. Bell Schedule)~~. Elementary elective AMP classes will be combined only when necessary, and if combined an effort will be made to not combine more than thirty ~~two (302)~~ students per class. Starting in the 2020-21 school year, an AMP section is defined as an elementary general education classroom.

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

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

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

	Ratios should take into account the unique needs of the student population served, the community needs, as well as the school improvement plan.
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- 8-5-8 The maximum student load for secondary educators' teaching assignments shall be 150 students per grading period. To exceed the maximum, the principal will collaborate with the affected educator to insure that course objectives and safety standards can be met with the additional students. Laboratory classes shall not exceed the number of students who can be taught safely at the number of work stations in the classroom.
- 8-5-9 The student count maximum described in 8-5-8 will not apply to a supervisory assignment. Supervisory assignments may include tutoring, advisory, study hall, access period, enrichment period, help sessions, etc., as well as supervising student safety and student behavior during a block of time during the school day. Supervisory assignments may require minimal planning or assessment of student performance (e.g., assessment, if required, should be limited to pass/fail; complete/incomplete).

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Article 10

10 Collaboration

- 10-1 The District and the Association agree that student achievement is improved when instruction is delivered in an organizational culture that is committed to principles of collaboration and shared leadership. Collaborative decision-making shares responsibility for needed changes and accountability for results.
- 10-2 A culture of collaboration and shared leadership shall reflect the following:
- A. A shared commitment to student achievement that is accomplished through mutual trust, respect and accountability;
 - B. Administration and staff collaborating to achieve the vision, mission, values, beliefs and goals of the District and school;
 - C. Opportunities for staff to participate in systemic school change efforts;
 - D. Meaningful and authentic opportunities for educators to use leadership skills both within the building and the District;
 - E. Frequent, meaningful and proactive discussions between administration and staff; and
 - F. An opportunity to celebrate successes.
- 10-3 The District and the Association acknowledge that structures adopted for collaboration and shared leadership are not as important as the commitment to a collaborative culture and shared leadership. Administrators and staff, as a whole, are accountable for establishing a learning community conducive to the best teaching practices and success for every student. They have a responsibility for managing time and creating opportunities that allow for collaborative problem solving.
- 10-4 Collaboration teams should strive to have: consistent meeting times; norms that every stakeholder agrees to; meeting agendas that all staff have access to; and decision making processes which meet the District accreditation plan and related policies and guidelines.
- 10-5 In partnership, the District and Association will provide professional learning and support for building administrators and Association Representatives to establish and sustain collaborative systems in each building. This will include training at the start of each school year and a system of ongoing review and evaluation of District level and school-based collaboration structures to ensure that principles of collaboration and shared leadership are adhered to and enforced.
- 10-6 The District and the Association acknowledge that staff and administration are mutually accountable to each other and that creating an effective culture of collaboration and shared leadership is an essential part of this Agreement. ~~On an annual basis, each school will submit for review by the DJCC, a written outline of the shared leadership structure and collaborative decision making process implemented at the school. It is the intention of the District and the Association that the principles of collaboration and shared leadership discussed here are to be the guiding principles for the parties as they implement other provisions of this Agreement.~~
- 10-7 District and JCEA Collaboration ~~Committee (DJCC)~~

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10-7-1 The Superintendent or designee will meet monthly with JCEA leaders and representatives to work collaboratively on district-wide problems and initiatives. Any topic that impacts educators in Jeffco may be discussed. ~~DJCC, comprised of members of the Superintendent's cabinet and educator representatives selected by the Association, will be formed and charged with the responsibility of establishing, supporting and overseeing systems of collaboration throughout the District. The DJCC will coordinate its work with existing structures and programs such as 1338 Committee and Summer Institute. The DJCC will provide assistance to the schools when there are breakdowns in the collaborative systems established at the school level.~~

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

~~A. Curriculum, assessment and instructional practices;~~

~~B. Professional development;~~

~~C. School resource allocation;~~

~~D. Behavior management and student discipline strategies; and~~

~~E. A balance between professional autonomy and a collaborative team approach to create continuous improvement.~~

~~F. School Closure Processes~~

10-8 School Based Collaboration

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

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

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

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

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

10-9 Shared Accountability and Conflict Resolution

- 10-9-1 Structures of collaboration and shared leadership provide educators with the autonomy to do what is best for each student, and the professionals take upon themselves the responsibility for ensuring that high standards of practice are met. In this professional culture, staff and administration will work together to resolve building-based problems and to resolve conflicts with student learning at the center of all such decisions.
- 10-9-2 It is both the right and the responsibility of individuals involved in a conflict situation to attempt to resolve conflict on an informal basis. Informal resolution is best achieved when addressed as close as possible to the source of the conflict. In some cases, however, it is necessary to explore other resources and investigate alternative methods of dispute resolution.
- 10-9-3 The District and the Association commit to settle the differences of employees by focusing on basic interests, developing mutually satisfactory options, and acknowledging the respective rights and responsibilities of those involved.

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10-9-4 Each school will establish, or commission an existing group in the building, to serve as a Professional Problem Solving Committee (PPSC). The PPSC should, at a minimum, be comprised of three educators selected by the educators in the building and the principal and assistant principal (if there is one). Individual members of the PPSC may be requested to mediate disputes between staff. In the event such mediation is unsuccessful, and as discussed below, the PPSC will work with the principal and the complaining party to find a resolution.

10-9-5 Disputes pertaining to any of the following will not be subject to the complaint resolution process described in this section. These matters will be addressed by processes described in either Article 7 Evaluations, Article 19 Appeals, or District policies.

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

10-9-6 Step 1 – Meeting between Parties

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

10-9-7 Step 2 – Building Level PPSC

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

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

~~10-9-8 Step 3 – DJCC Review~~

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~~If an issue is not resolved during Step 2, then the educator may request (in writing), within ten (10) business days, a review by the DJCC. The meeting to review the complaint will be facilitated by the Achievement Director responsible for that building. The goal is consensus. If after considering all the interests and options the DJCC is unable to reach a consensus, the Achievement Director will make the final decision.~~

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

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

~~The decision of the Chief of Schools Officer may be appealed to the Superintendent. The appeal must be submitted in writing to the Superintendent within ten (10) business days of the receipt of the written summary. The Superintendent will review the written summary and decision and conduct a review meeting with the Chief Legal Counsel (or designee) and a director of the JCEA. The Superintendent's decision shall be final and all administrative remedies will be deemed exhausted.~~

~~10-9-10 Except as set forth herein, educators in a split school assignment shall follow the procedure set forth in this article within the building in which the conflict occurs. If the conflict involves more than one (1) school the principals from all schools involved shall meet with the educator in an attempt to resolve the conflict. The principals involved shall agree on the resolution and determine who will prepare the summary referred to in 10-9-7. If there is no resolution or if the educator disagrees with the resolution, the educator may follow the process established in 10-9-8 and 10-9-9.~~

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Article 13

13 Leaves

13-1 Family Medical Leave Act

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

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

13-2 Sick Leave

13-2-1 The District will grant a total of nine (9) days of sick leave, per contract year, proportionate to the educator's scheduled full-time equivalency for personal illness or serious illness in the immediate family. Sick leave will be disbursed in two installments, at start of the standard contract year and midpoint of standard contract year (in general, start of second semester/January). Unused sick leave will accumulate from year-to-year.

13-2-2 Sick leave shall be administered in accordance with Absence Management Guidelines/Procedures.

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

13-3 Disability Leaves

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

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

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

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

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

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

13-4 Personal Leave

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

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

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

13-5 Association Leave

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

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

13-6 Bereavement Leave

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

13-7 Court Leave

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

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

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

13-8 Maternity and Child Care Leave

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

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

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

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

13-9 Parental Leave of Absence

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

13-10 Benefits during Leave

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

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

- A. If the employee is full-time (FTE of .75 or more) at the time that their leave is initiated, benefits shall continue for such period of time that that complies with the provisions of state and federal regulations (such as FMLA and ACA). The employee

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may voluntarily terminate benefits within 60 days of the leave becoming unpaid by completing a status change form and submitting it to the Employee Benefits Department.

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

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

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

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

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

13-11 Break in employment

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

13-12 Reimbursement of unused sick and personal leave

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

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Article 16

16 Site-Based Variances

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

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