AGREEMENT

Between

27J Schools

Brighton, Colorado 80601

and

BRIGHTON EDUCATION ASSOCIATION

for the period from

July 1, 2026 to June 30, 2031

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AGREEMENT

This Agreement is made and entered into by and between SCHOOL DISTRICT 27J IN THE COUNTIES OF ADAMS AND WELD IN THE STATE OF COLORADO and the BRIGHTON EDUCATION ASSOCIATION this 22nd Day of May, 2026.

ARTICLE 1 - DEFINITIONS

1-1 The term BOARD shall mean the Board of Education of School District 27J, Adams and Weld Counties, in the State of Colorado.

1-2 The term SCHOOL DISTRICT or DISTRICT shall mean School District 27J, Adams and Weld Counties, in the State of Colorado.

1-3 The term ASSOCIATION shall mean the Brighton Education Association.

1-4 The term PARTY or PARTIES shall mean the District and the Association, as participants in this Agreement.

1-5 The term CERTIFIED EMPLOYEE shall mean any contracted, certified/licensed employee person who is employed by the District as a teacher, audiologist, occupational therapist, physical therapist, counselor, psychologist, speech and language specialist, or social worker in a position which requires a teaching certificate/license, but shall exclude all administrators, supervisors, classified employees, paraeducators, substitute teachers and those part-time certified employees employed under a less than one-half time teaching contract.

1-6 The term PERMANENT EMPLOYEE shall mean any employee whose expected term of employment is anticipated to be other than temporary and/or at least one (1) year in duration.

1-7 The term TEMPORARY EMPLOYEE shall mean any employee whose expected term of employment is for a definite period of time which may relate to the duration of funding, or which is anticipated to be for a period less than one (1) year.

1-8 The term WORK YEAR/SCHOOL YEAR shall mean the professional duty days required of each employee according to the officially adopted calendar/Superintendent Policy.

1-9 The term SCHOOL DAY shall refer to the continuous period of time each day a certified employee is assigned teaching and school-related duties.

1-10 The term BUSINESS DAYS as used in this agreement shall mean those DAYS during which the administrative offices of the district are normally open.

1-11 The term ADMINISTRATOR or SUPERVISOR shall mean an individual having authority in the interest of the employer to hire, fire, transfer, suspend, lay-off, recall, promote, discharge, assign, regard, discipline or evaluate other employees, or to adjust grievances or to recommend any of the foregoing, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but rather requires the use of independent judgment.

1-12 The term TEACHER shall mean any person who holds a teacher's license and is employed under the provisions of the Teacher Employment, Compensation and Dismissal Act.

ARTICLE 2 - RECOGNITION

2-1 The District recognizes the Association as the exclusive representative and negotiating agent for all certified employees as defined in Article 1-5 for the purpose and duration of this contract.

2-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

ARTICLE 3 - GENERAL PROVISIONS

3-1 This Agreement constitutes officially adopted District policy for the term of said Agreement, and the District and the Association will carry out the commitments contained herein and give them full force and effect.

3-2 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the District and the Association and endorsed in writing hereon.

3-3 The District and the Association recognize that the District 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 be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.

3-4 The provisions of this Agreement shall control, where any conflict exists between this Agreement and Superintendent Policy or administrative procedure or practice related hereto.

3-5 The Association agrees that for the duration of this agreement it shall not cause, support, or engage in a strike, work slow-down, or any other forms of withholding services, nor shall the Association employ any such practice which would in any way adversely affect the learning opportunities normally available to the students of the District.

3-6 Failure of either party to enforce, or insist upon, the performance of any term, condition or provision of the Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by the Association officers and the District. If such written waiver is given, it shall apply only to the specific case for which the waiver is given, and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

3-7 Except as expressly provided in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees and all other rights, responsibilities and privileges related thereto are vested exclusively in the District.

3-8 Neither the District nor the Association shall discriminate against any teacher on any basis as defined in state law, federal law, and the Constitution.

3-9 Any individual contract between the District and any individual employee shall be consistent with the provisions of this Agreement. If any such contract between the District and any employee contains any language inconsistent with the terms or provisions of this Agreement, the terms and the provisions of this Agreement shall control.

ARTICLE 4 – TERMS OF AGREEMENT

4-1 This Agreement shall become effective on the 1st day of July 2026, and shall remain in full force and effect through the 30th day of June 2031; provided, however, that during the period established for negotiations each party shall have the right to reopen this Agreement to submit proposals concerning two (2) Articles and any other mutually agreed upon Articles.

4-2 During the 2006-2007 negotiations, Brighton Education Association and the District agreed the number of proposals needed to reopen this Agreement shall be reduced from three (3) to two (2), unless agreed upon by mutual consent.

ARTICLE 5 – CERTIFIED EMPLOYEE WORK WEEK/YEAR

5-1 27J's core mission is to support student learning and preparedness for a career and a life well beyond graduation. Only a developed and prepared teacher may consistently promote these student outcomes. Professional teachers deserve adequate amounts of time to plan and prepare, time to work collaboratively with other educators, and time dedicated to professional learning.

5-2 Certified Employee Work Year

The certified employee work week shall be forty (40) hours, including a scheduled duty-free lunch period of at least 120 minutes per week with a minimum of thirty (30) uninterrupted minutes per day (elementary school administrators will ensure that schedules are written to protect the entire 30 minutes from loss of lunch time due to supervising transitions). The certified employee may be required to be onsite an average of 37 hours per week or 36 hours on four day weeks and 40 hours on five day weeks. The remaining 3 or 4 hours are to be self-directed and recognize the additional obligations that certified employees have. These obligations may include, but are not limited to, serving on various committees, contacting parents, taking work home, and meeting the needs of students. The parties recognize that flexibility is needed in scheduling these hours to meet designated program and planning needs. The typical certified employee contract shall be 162.5 days in length.

5-3 Certified Employee Work Week

The certified employee contract week will consist of four (4) nine (9) hour days on Tuesday through Friday and one four (4) workday on one Monday per month.

During the **non-student contact time** of the day, (the time before students arrive for secondary and the time after students leave for elementary), teachers may choose to arrive after the start of the contract day or leave before the end of the contract day if all professional responsibilities have been met. These responsibilities include but are not limited to duties, IEP meetings and other collaborative work scheduled with at least one week's notice.

This flexible schedule is designed so that teachers have more discretion about where this portion of their plan time is used. This non-student contact time will continue to count as personal plan time whether the teacher is in the school building or not.

Certified employee orientation days are the workdays prior to the 1st district student contact day in the calendar. This does not include the new teacher network days which are only for certified employees new to the district. Orientation days that fall Tuesday-Friday shall be six (6) hour workdays split 50/50 between teacher work time and school PD/directed time. One additional orientation day shall occur on an August Monday as a four (4) hour workday. Beginning with the first district student contact day in the calendar, the Tuesday-Friday workdays says shall be nine (9) hours.

5-3-1 Professional Development

District 27J & BEA value professional development. Certified employees need learning experiences, strategies, and space to reflect on their practice.
Professional development time should stimulate certified employee growth, provide certified employees with tools and strategies to effectively impact student achievement and to support and achieve the goals of the school's UIP.

5-3-1-1 Monday Schedules and Compensatory Time

Certified employee work time shall include 8 hours on one Monday per month. Certified employees will be required to be onsite for 4 hours. The other 4 hours of the one Monday is recognized as comp time.

Certified employee will be required to be on site in alignment with the district calendar.

Four (4) hours of this time will be utilized for professional development time for every school in the district.

Professional development includes but is not limited to district professional learning opportunities, data analysis, building professional learning, collaboration, and staff meetings.

The other four (4) hours will be considered compensation time. This thirty-six (36) hours of Compensation time includes back-to-school night, teacher to parent connections, and the October furlough teacher work day from 2008. That leaves (4) four extra hours for educators to connect with our community and support students outside contract hours. These four hours can be used to fully cover (1) one additional required event outside of school hours. (Homecoming duties, school dances, Kindergarten Round-up, PTO meetings, school carnivals, award nights, Trick or Treat Street, etc…)

Monday professional development time will take place the second Monday of every month with 3 exceptions: (1) The Monday prior to students' return in January will be designated as teacher planning and preparation time, in order to ensure that teachers are given ample time for preparation; (2) There shall not be a PD Monday in May (a trade for an August orientation day). (3) The Monday in August shall be an orientation day. In addition, if one of the

Mondays falls on a federal holiday, the Monday will be moved to the previous or the following Monday.

5-3-1-2 Ongoing Feedback

Each building will reserve the last five minutes of all Professional Development to complete an evaluation giving feedback about the learning experience.

5-3-1-3 Professional Development Workload

There will be no assigned homework from any professional learning opportunities including collaboration and professional development. Homework is defined as duties and/or work other than bringing data or applying learning to one's practice that are completed outside of the Professional Learning Opportunity.

5-3-1-4 Professional Development Efficiency

Opportunities that take place outside of the Monday PD time shall avoid information that can be easily distributed outside of an in-person meeting, and shall meet the definition of Professional Learning.

5-3-2 Planning and Preparation Time

District 27J & BEA value individual and certified employee planning time. The individual certified employee needs to be organized and ready to execute high quality instruction every day and every period of the day. This time should be guaranteed and held sacred as the lists below more than justify its need.

Below are just some of the purposes of this time:

- clarifying daily, weekly, and unit goals
- clarifying evidence and success criteria so that the teacher is clear about what successful learning should look like
- assessing student work and providing feedback
- planning for student practice, interaction, and personal and group engagement
- meet and plan with teams in teacher/team directed time
- creating supports and challenge for students who may be progressing at a different rate
- creating systems to promote student ownership, self-regulation, and initiative
- creating processes that encourage student safety and participation
- 504, IEP, and ALP meetings can also be scheduled during this time

- on occasion, teachers may be asked to substitute for other teachers

Certified employees also need time to fulfill other essential needs:

- calling and communicating with parents
- checking and responding to emails
- entering grades into the gradebook
- organizing resources and materials
- making copies
- taking care of basic health needs
- meeting with their evaluator to reflect on learning goal and practice

5-3-2-1 Therefore certified employees shall receive the following:
Elementary: 390 minutes of individual planning and preparation time per week during the teacher contract day.
Middle School: 390 minutes of individual planning and preparation time per week during the teacher contract day.
High School: 420 minutes of individual planning and preparation time per week during the teacher contract day.
There will be a minimum of fifty (50) continuous minutes of this time during every contract day; unforeseen circumstances arising in a building may result in that time occasionally not being met.

5-3-2-2 Itinerant staff: 1560 minutes per month (average of 390 minutes per week) of individual planning and preparation time per month during the contract day. Planning and preparation time shall be exclusive of the employee's non-contact, duty-free lunch and travel time between worksites.

5-3-3 Instructional Collaboration

District 27J and BEA value collaboration time. The work of teaching and learning is far too overwhelming for the individual certified employees to do alone. To ensure that all students are receiving a similar high quality, learning experience and to ensure that all certified employees learn and grow, it is necessary for certified employees to work together as a team of professionals. We believe that collaboration:

is….

- an intentional, productive, results-orientated, solution focused way of working together towards the goal of high quality teaching that improves student learning

- working together to clarify the goal or intention for student learning
- identifying student goals from standards and curricular frameworks
- working backwards to clarify short and long term goals – yearly, unit, weekly, daily planning
- vertical planning – scope and sequence
- determining what will constitute student success – success criteria, rubrics
- determining the progress that students are making
- analyzing evidence and data – formative and summative
- reviewing student work
- assessing teacher impact on student progress
- supporting students in learning
- creating learning experiences to help students interact and engage with the intended learning
- selecting resources and structures
- developing supports and scaffolds for students who demonstrate a needed support
- developing extensions, enrichments, and ways to deepen the learning experiences for students who excel
- creating alternative means of support such as flexible grouping, intervention, tier 2, tier 3
- committee meetings
- facilitated by the following: teachers, coaches, or administrators.
- certified employee dialogue, vulnerability, and supporting one another in the spirit of continual improvement

is not....

- blaming, shaming, finding fault outside of our professional control, and rendering ourselves helpless
- department or grade level meeting time to solve issues
- unrelated to instruction time to determine eligibility, to schedule field trips, to order materials, etc.
- directed by coaches or administrators
- cooperative learning

5-3-3-1 Therefore, all certified employees shall receive a maximum of 100 minutes of instructional collaboration per week during the teacher contract day.

5-3-3-2 Building CAT will review the Professional Learning language in 5-3-1 yearly and shall work to collaboratively create a calendar that clearly identifies each Professional

Learning Opportunity as either Collaboration or Professional Development. The calendar will be shared with all Certified Employees in the building.

5-3-4 Final Week of First and Second Semester

In order to provide teachers the time necessary to complete grades at the end of each semester, there will be no professional development or collaboration time during that week.

The half day after the last student contact day of the year is to be used by certified employees to disassemble, pack, and/or organize their classrooms/offices at the end of the year or compensation for high school certified employees who attend graduation if the ceremony takes place outside of the contract day/hours. High school certified employees who do not attend graduation outside of contract hours must work on the half day.

Data Days: Each school level will receive two (2) nine (9) hour, in-person, collaborative Data Days per year. The intent of these days is to support the collection and/or use of evidence through 27J supported assessments and tools to drive teaching and learning. High school Data Days will take place on the last day of each semester to ensure that all students have the opportunity to complete their finals and eligible work for their classes. Middle School and Elementary School CATs will make a formal plan towards the purpose of the days at their level.

5-3-5 Teacher to Parent Connection

27J Schools values our connections to families; we know communication is an essential part of the school and family partnership. Regular, descriptive feedback to families about student performance from their child's teachers plays an important factor in their student's success. This section is meant to promote meaningful, intentional conversations between teachers and families about student growth and is meant to expand the view of these conversations and promote a school vision for these conversations.

5-3-5-1 We recognize that the needs of each student are different and we ask our certified staff to account for these differences in the structure of how family contact is made. In order to promote strategic, thoughtful, individual teacher to family connections, the building CAT will work to account for family needs in how and when parent connections are formalized.

5-3-5-2 In order to provide a variety of opportunities for teachers to connect with families, in addition to the regular day to day communication between teachers and families,

teachers are compensated 20 hours outside of student contact hours for the year.

5-3-5-3 The needs at elementary, middle, and high school are different; certified employees, through the building CAT, have the flexibility to determine what family connection time will look like at their school.

Possibilities may include but are not limited to

- Individual conferences
- Open houses to explain policies, grading, report cards (not including back to school night or check it out night)
- Student-led conferences
- Small group formats
- A combination of longer 1:1 conferences and small group

5-3-5-4 In order to recognize the time that staff has provided for family contacts, building CAT will determine one week per semester when certified staff will have no collaboration time (including PLC). During this week, certified employees will only be required to be at school during student contact hours. Building CATs will meet and create a plan including a timeline for their Teacher to Parent Connections and will communicate it to building staff by September 15th.

5-4 Each high school teacher will engage in classroom instruction for a maximum of 285 minutes per day. We define classroom instruction as a class that requires advanced preparation and assessment of student work. 27J Schools and BEA recognize that there may be students or groups of students who need additional support beyond instructional time, therefore up to 160 additional minutes per week may be used for this access, tutoring, and/or advisory time. The teacher workday shall continue to maintain the weekly requirements of a 100 minute maximum of collaboration time and 420 minute minimum of individual planning time.

5-5 All attempts will be made by the appropriate supervisor to equitably distribute other essential non-teaching duties among staff.

5-6 Absence from school property during the work day.

5-6-1 Certified employees will be permitted to leave school property during their assigned lunch periods provided that no condition exists which, as determined by the appropriate supervisor, is contrary to the health, safety or welfare of students or the District.

5-6-2 Certified employees may be permitted to leave school property at other times during the work day if, as determined by the appropriate

supervisor, that absence is in the interest of educational programs or the health, safety or welfare of students or District property or for personal reasons. The parties agree that denial of permission to leave for personal reasons under this provision shall not be a grievable action.

5-7 Professional development, professional collaboration and other meetings may be scheduled during the orientation days at the beginning of the school year. One half of this time shall be individual planning time.

5-8 Certified employees may, from time to time, be required to substitute for another teacher's teaching assignment if an emergency arises and no volunteer from within the building can be obtained. Certified employees required to perform such substitute duties shall be compensated at the rate stipulated in Appendix A.

5-9 The typical individual certified employee contract shall be 162.5 days in length. All licensed certified employees new to the District will be issued a contract for 166.5 days. Licensed certified employees new to the District and placed beyond Step 1 because of experience shall be paid for the additional four (4) days at their actual per diem based on the 162.5-day contract.

5-10 Elementary Specials class size will not exceed the maximum class size in the building unless it becomes necessary to increase specials class sizes due to uneven grade level sections. Specials class sizes should not exceed five (5) students more than the largest class size. If more than five (5) students are added, the teacher will be compensated at a rate of 1.025 FTE (i.e. 2.5% increase).

5-11 Certified Employee Workload

5-11-1 The Association and District 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 District. 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.

5-11-2 The District 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.

5-11-3 The Association and the District 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.

5-11-4 An annual committee consisting of at least two (2) BEA members, one (1) building level administrator and the Special Education Director will meet to discuss, analyze and evaluate special education caseloads and FTE allocation formulas for the following year.

5-11-5 Either group can request a report back for the annual negotiation session.

ARTICLE 6 – MUTUAL CONSENT ASSIGNMENTS, AND REASSIGNMENTS

6-1 General Information and Definitions

6-1-1 27J Schools and the Brighton Education Association encourage movement of staff within schools and within the District. We value change as a positive opportunity for professional growth.

6-1-2 REASSIGNMENTS shall mean relocation of the work place from one school to another.

6-1-3 Certified employees who desire reassignment shall submit such request to the Office for Human Resources through the online application system. These requests will be kept on file through the beginning of the following school year.

6-1-4 Certified employees with assignments in more than one school shall have the "District" designated as their "School".

6-1-5 ASSIGNMENT shall mean the placement of any certified employees in a particular job or position, including the placement of new teachers or teachers reassigned.

6-2 The term mutual consent placement shall apply when teachers are displaced from their assignments due to: decrease in district enrollment, turnaround, phase-out, district reduction in program, school consolidation, or school reconstitution. Such a placement to a particular school within the District shall occur only with the consent of the hiring principal at the school. The hiring principal shall receive input from at least two teachers employed at the school chosen by the school's CAT for the hiring process. They shall review the teacher's demonstrated effectiveness and qualifications to determine whether Teacher's qualifications and teaching experience support the instructional practices at the school.

6-3 Certified Employee Assignments

6-3-1 The District will define certified employee positions based upon specific need.

6-3-2 Assignments of certified employees generally will be:

a. within their endorsement areas, or
b. within their major or minor fields of study as defined by their institutional recommendations, or
c. within fields as defined by accrediting standards, or
d. within fields for which they are qualified by recent experience, training or expertise

6-3-3 Building principals will seek faculty input concerning teaching

assignments.

6-3-4 No later than the end of the school year, certified employees shall be notified of their assignment for the succeeding year. When adjustments are made during the summer because of staff or program changes, the teacher will be sent notification within five (5) business days stating the reason for the change.

6-3-5 Depending on the configuration of the school which a teacher is assigned (i.e. K-5, K-8, middle school, or high school) the workload of the teacher shall be equitable to other teachers working the same or similar assignment.

6-4 Certified Employees - Initiated Reassignments

6-4-1 When reassignment is desirable, a certified employee's area of competence, major and/or minor field of study, and quality of employee performance will be considered, together with instructional requirements and staff availability.

6-4-2 Vacancies - The Office for Human Resources will post all vacancies online on the district website as they occur. Certified employees who are qualified and apply for an open vacancy will be granted an interview.

6-4-3 Internal candidates will be notified of their status by the administrator for the hiring process.

6-4-4 Reassignment of certified employees during the school year will be made only when in the best interest of the students and the District.

6-5 District initiated reassignments

6-5-1 District initiated reassignments of certified employees will be made when deemed to be in the best interest of the students, to accommodate a reduction in student body enrollment (within a building, department, grade level, or team), to fill assignments which cannot be accommodated by existing staff, and/or to accommodate changes in program.

6-5-2 When a District initiated reassignment is required by the administration, the teacher affected shall be notified in writing within five (5) business days giving the reason for reassignment. Upon written request by the certified employees a meeting shall be arranged with the teacher, the teacher's representative, the principal, and the Office for Human Resources at which time the reasons for reassignment will be discussed.

6-5-3 The following shall be among the criteria considered in determining which certified employees will be recommended for District initiated reassignment:

6-5-3-1 Certification endorsement

6-5-3-2 Quality of certified employee performance

6-5-3-3 Length of service in the District

6-5-3-4 Professional preparation including major fields of study and advanced degree

6-5-4 Certified employees who are subject to District initiated reassignments shall be given a list of all available positions within the District.

6-5-5 Certified employees shall not be involuntarily reassigned to any position for which they are not qualified.

6-5-6 Certified employees involuntarily reassigned will be so informed prior to assigning new teachers.

6-5-7 Certified employees reassigned because of a District initiated reassignment resulting from a school closure shall be given a list of all available positions. Those certified employees will provide to the Chief Human Resources Officer, or his/her designee, a list stating their first, second, and third preference from the available positions. The District will honor one (1) of the three (3) preferences in making assignments when feasible.

6-5-8 Any reassignment shall not produce a cut in salary unless the reassignment results in a reduction of an extended contract. Reassignments shall not affect one's non-probationary status.

6-6 Reassignments During School Year

6-6-1 During the school year, the Office for Human Resources will post all vacancies online on the district website as they occur. Teachers within the building will have two (2) business days from the date of posting to apply for that position. If the vacancy is not filled, then the vacancy will be filled according to the procedures and timelines in sections 6-2.

6-7 Policy for Staffing New Schools

6-7-1 Vacancies at new schools will be opened to internal applicants for interviews first.

6-7-2 If positions are not filled by voluntary internal applicants, the District initiated reassignment process will apply. The District and

Association agree to consider these procedures before the opening of new schools.

6-7-2-1 District initiated reassignments of certified employees will be made when deemed to be in the best interest of students, to accommodate a reduction in student body enrollment (within a building, department, grade level, or team), to fill assignments which cannot be accommodated by existing staff, and/or to accommodate changes in program.

6-7-2-2 When a District initiated reassignment is required by the administration, the certified employee affected shall be notified in writing within five (5) business days giving the reason for reassignment. Upon written request by the teacher, a meeting shall be arranged with the certified employee, the certified employee's representative, the principal, and the Office for Human Resources at which time the reasons for reassignment will be discussed.

6-7-2-3 The following shall be among the criteria considered in determining which teachers will be recommended for District initiated reassignment:

- Certification endorsement
- Quality of Employee performance
- Length of service in the District
- Professional preparation including major fields of study and advanced degree

6-7-2-4 Certified employees who are subject to District initiated reassignments shall be given a list of all available positions within the District.

6-7-2-5 Certified employee shall not be involuntarily reassigned to any position for which they are not qualified.

6-7-2-6 Certified employees involuntarily reassigned will be so informed prior to assigning new certified employees.

6-7-2-7 Certified employees reassigned because of a District-initiated reassignment resulting from a school closure shall be given a list of all available positions. Reassignees will provide to the Chief Human Resources Officer, or his/her designee, a list stating their first, second and third preference from the available positions. The District will honor one (1) of the three (3) preferences in making assignments when feasible.

6-7-2-8 Any reassignment shall not produce a cut in salary unless the reassignment results in a reduction of an extended contract. Reassignments shall not affect one's non-probationary status.

6-7-3 Voluntary Reassignment to fill vacancies at new schools

6-7-3-1 A planning team shall be established no later than thirty (30) business days after the principal is hired. The planning team will aid the building principal in making key decisions for opening the new school.

6-7-3-2 An interview committee consisting of the principal, at least one (1) planning certified employee, and the Chief Human Resources Officer (or his/her designee or central administrative designee) will be formed for initial building interviews.

6-7-3-3 The original group hired may participate in the remainder of the interviews and recommendation process for in-district and out of district applicants and instructional classified staff.

6-7-4 The Office for Human Resources will post all vacancies online on the district website as they occur.

6-7-5 Certified employees will have eight (8) business days from the date of such notice in which to submit to the Office for Human Resources a request for reassignment if they desire consideration prior to the vacancy being posted outside the District. All candidates will be notified of the outcome of their interview by the hiring manager.

6-7-6 Certified employees are encouraged to apply even after the deadline established in Article 6-3-2-2 but will not be given preferential consideration.

6-7-7 Reassignment of certified employees during the school year will be made only when in the best interest of the students and the District.

6-7-8 Postings will state clear objectives and criteria for the position in accordance with District policy.

6-7-9 No more than 20% rounded up to the nearest full FTE of certified staff from each existing school/department of four (4) or more FTE will be selected for the new positions. The 20% will be made from existing schools after transfers are determined from projected enrollment shifts. At the secondary level, "department" is defined as endorsement or content area. For departments of three (3) FTE or less, one (1) FTE will be eligible for transfer to the new school.

6-7-10 Determination for hiring will follow language stated in 6-3-2.

6-7-11 The selection process should strive for diversity, and in-district certified employees will be given first consideration.

6-7-12 Unfilled postings will follow the normal external, five (5) business day posting process.

6-7-13 Any additional postings outside of the initial postings will require a five (5) working day in-district posting prior to the vacancy being posted outside of the district.

6-8 Job Exchange

6-8-1 The Brighton Education Association and the District encourage certified staff to trade jobs for an indeterminate period of time, whether for one week or a school yearlong period of time.

6-8-2 Certified staff desiring to trade or exchange jobs must jointly complete the application. The application is available online in the public Forms section (entitled "Job Exchange") or from the Office for Human Resources.

ARTICLE 7 - EVALUATION

Wherever statute is ambiguous, we will defer to the philosophy and purposes of this agreement.

7-1 Philosophy. Certified employee evaluation must be aligned with what we know to be good practice for increasing performance, whether the performance in question is by a student or a certified employee. The 27J Evaluation Process is intended to do the following:

7-1-1 Emphasize the process of improvement by involving certified employees and administrators in generating descriptive feedback and in discussing teaching and learning.

7-1-2 Reduce to the minimum the summative portion of evaluation, i.e. the rating of teachers, by reserving it for teachers on the Intensive Track.

7-1-3 Produce a document that records the observations and discussions that teacher and administrator have been involved in over the course of the year, with a sign-off by the evaluator that the certified employee should continue on the growth track. This document should emphasize the formative nature of assessment.

7-1-4 Increase joint accountability for the process:

7-1-4-1 For supervisors to spend time in classrooms.

7-1-4-2 For certified employee to be reflective about their practice.

7-1-4-3 For reflective, ongoing dialogue that includes, but is not limited to: feedback, conversations about instruction, planning and assessment, data collection.

7-1-4-4 Eliminate the multiple cycles/tracks in favor of a two (2) track system:

7-1-4-4-1 Growth Track

7-1-4-4-2 Intensive Track

7-2 The purposes of the evaluation system are:

7-2-1 Providing a basis for the improvement of instruction;

7-2-2 Enhancing implementation of programs of study;

7-2-3 Providing a basis for determining placement on the intensive track;

7-2-4 Serving as a measurement of the professional growth and development of licensed personnel.

7-3 In compliance with CRS 22-9-107, 27J shall have a school district personnel performance evaluation council which shall provide input as to the fairness, effectiveness, credibility, and professional quality of the licensed personnel performance evaluation system and its processes and procedures and shall conduct a continuous evaluation of said system.

7-4 Growth Track: Support for certified employees in a professional growth cycle of setting targets, monitoring progress, and providing feedback.

7-4-1 All certified employees in 27J begin their employment on the Growth Track in compliance with CRS 22-9-106. Probationary teachers receive at least two (2) documented observations and one (1) written evaluation report. Non-probationary teachers receive at least one (1) observation each year and one (1) evaluation that results in a written evaluation report.

7-4-1-1 The written evaluation report is the Summary of Evaluation Process document found in the Appendix of this Master Agreement

7-4-2 An orientation with all certified employees, as a whole staff, to review the framework of evaluations must occur within the first ten (10) school days of the new contract year. Required components:

7-4-2-1 All Administrators as a group, in collaboration with building Association Representatives, review the purpose and philosophy of 27J Evaluation with all certified employees.

7-4-2-2 Building shared understanding among administrators and teachers of Components of Quality Teacher Performance/SSP standards.

7-4-2-3 Shared understanding that the development of type and frequency of observations and data collection are part of the evaluation process.

7-4-2-3-1 Shared understanding of the minimum observation requirements established by 7-3-1 and CRS 22-9-106.

7-4-2-4 Shared understanding that the system of feedback provided to certified employees will be ongoing.

7-4-2-5 Shared understanding that there will be multiple measures of student performance related to certified employee learning goals.

7-4-2-6 Report the name and position of each certified employee's evaluator.

7-4-2-7 Shared understanding as to shared responsibilities regarding the Summary of Evaluation Process document.

7-4-2-8 Shared understanding of events that can be entered into learning logs.

7-4-3 Certified employees and their evaluator will come to Agreement of the following during the development of the Professional Growth Plan:

7-4-3-1 System, frequency, and duration of observations

7-4-3-2 System of feedback that will be provided to teachers.

7-4-3-3 Multiple measures of student performance related to teacher position.

7-3-3-3-1 Including but not limited to system and frequency of data collection.

7-4-4 Observations do not require advance notice or a pre-observation conference.

7-4-5 Feedback shall occur in writing or in person in a timely manner following an observation.

7-4-6 During the year, certified employee and evaluator shall be jointly responsible for documenting the evaluation process on the Summary of Evaluation Process.

7-4-7 Timeline. The process shall be completed eight (8) school days before the last student contact day.

7-4-7-1 This deadline can be extended by agreement between evaluator and teacher. Deadlines cannot be extended beyond the last student contact day.

7-5 All certified employees must develop a Learning Goal, sometimes referred to as a professional growth plan, created in cooperation with their evaluator. Learning Goals shall be:

7-5-1 Aligned with Components of Quality Standards or criteria mutually agreed upon by teacher and evaluator.

7-5-2 Written in terms of learning goals for certified employees.

7-5-3 Can be an extension of the previous year's growth plan whenever applicable.

7-5-4 A guide for the supervision process during the course of the year.

7-5-5 Timeline. Development of the learning goal shall be completed within the first sixteen (16) student contact days of each year.

7-5-5-1 This deadline can be extended by agreement between evaluator and teacher.

7-6 Intensive Track: Certified employees that require immediate support and attention. (Not for probationary teachers.) The purpose of the Intensive Track is to move the teacher to proficiency in the identified CDE standards and aligns with guidelines provided in this Article.

7-6-1 Placement on the Intensive Track is accomplished at any time by written notification of the supervisor that specifies the reason for such placement.

7-6-1-1 Prior to time of placement on the Intensive Track, the Office for Human Resources and BEA shall be consulted. Verification that documentation has been collected in the learning log includes:

- Clear established target with identified certified employee behaviors
- Written document(s), learning log
- Examples may be…conversations and coaching, observation feedback, timelines reflections, directives
  Demonstrated increased intensity of individuals and support (examples: coaching, video)
  Change in language choice from coaching to directory

Upon verification, BEA and Human Resources are responsible to assemble the support team.

7-6-1-2 The reason for placement on the Intensive Track must be an issue that has been documented, has been the subject of documented problem-solving, and remains unsolved.

7-6-1-3 When a certified employee is placed on the Intensive Track, he or she must improve in specified areas of the Quality Components of Teacher Performance.

7-6-1-4 When a certified employee is placed on the Intensive Track, the amount of time to improve will be sixty (60) days of student contact time.

7-6-1-5 A certified employee placed on the Intensive Track shall not receive an increase in salary based on experience until removed from the Intensive Track. Pay shall not be retroactive.

7-6-2 Once the certified employee has been placed on the Intensive Track, the following steps shall be followed:

7-6-2-1 Within five (5) school days, a meeting shall be held with a support team, which includes the following participants with the following roles. It is the team's responsibility to contribute to clarity of understanding.

. The certified employee
- Demonstrate proficiency
- Listen to feedback
- Demonstrate growth toward agreed upon standard set forth in the intensive track process

b. The supervisor
- Evaluate certified employee towards the agreed upon standard set in the intensive track process
- Collect data
- Provide feedback
- Follow the process
- Document progress or lack of progress
- Decide outcome of growth or lack of growth

c. Support Person
- Confidant
- Cheerleader
- Emotional support
- Listener

d. District designee
- From District Leadership
- Insure the accountability of the process and contributes to the clarity of understanding

e. BEA Executive Leadership
- Contribute
- Serve the process
- Network resources and support

f. Facilitator
- Verification and approval of meeting minutes
- Accountability to norms and process and roles

g. Coach (certified employee approved)
- Instructional support
- Provide tools and strategies to assist teacher in attaining the goal established by intensive track process
- Work directly with the certified employee
- Is not an evaluator and does not report to an evaluator

h. Note taker – may be someone already on the team
- Take accurate notes

7-6-3 The evaluator will use the CDE rubric and other resources to rate proficiency at each observation. Overall proficiency will be assessed at the end of the Intensive Track period using the mode of the total

of all observations made in the 45 -school day evaluation period. The mode of the observation ratings will be used to rate the overall certified employee performance. The mode must equal 3 (proficiency) or higher. The final mode totaling lower than 3 indicates
(1) unsatisfactory performance and (2) the teacher may be recommended to the Board of Education for dismissal.

During the support meeting, an improvement plan shall be drawn up comprising the following elements:

7-6-3-1 A re-statement of the reason for the certified employee's being placed on the Intensive Track including previous actions.

7-6-3-2 A set of clear expectations for proficiency using the CDE teaching rubric. http://www.cde.state.co.us/sites/default/files/TeacherRubric.pdf. Additional resources may be included to support clarity and focus.

7-6-3-3 Action steps to be taken in order to meet the expectations, with timeline, support structures, and identification of person responsible.

7-6-3-5 A 15-day feedback period will begin after the improvement plan is drawn up. The supervisor shall observe the certified employee each week and shall spend no less than thirty (30) minutes in the classroom or workplace every week.

7-6-3-5-1 Each visit must be at least ten (10) minutes in duration.

7-6-3-5-2 Following every visit during the 15-day feedback period, the supervisor must rate the certified employee using the rubric and provide rationale for the rating to the certified employee within two (2) school days. These ratings will not be used in the final mode calculation. The supervisor and teacher shall meet each of the first three weeks

7-6-3-5-3 Following the 15 school day feedback period a review meeting shall be held by all team members to review the goal, the rubric, the ratings and the feedback.

7-6-3-6 Following the 15- school day review meeting a 45-school day evaluation period shall begin. The supervisor's ratings during this period shall count toward the overall mode.

The supervisor and the certified employee shall meet at least once every two (2) weeks to review the feedback from

the observations and monitor the implementation of the improvement plan. The supervisor shall observe the certified employee each week and shall spend no less than thirty (30) minutes in the classroom or workplace every week. Each observation shall be no less than ten (10) minutes.

7-7 Within five (5) school days after the end of the sixty (60) school day improvement period, a meeting shall be held with all members of the support team. At this time, the supervisor's written evaluation of the certified employee's performance shall be reviewed and signed by all team members to verify process was followed.

7-7-1 Using the mode described in 7-6-3:

1. The certified employee has met expectations as stipulated in the improvement plan and is placed on the Growth Track. The team shall discuss a transition plan to promote certified employee growth into the future.

OR

2. The certified employee has not met expectations and is recommended for dismissal.

ARTICLE 8 – PROBLEM SOLVING PROCESS

It is agreed and understood that problems should be resolved at the building's lowest administrative level to find equitable solutions to problems which may from time to time arise. Both parties agree that the problem solving process will be kept informal and confidential as appropriate at any level of the procedure. All certified employees and administrators are encouraged to have professional individual conversations with one another in an attempt to resolve the situation(s). However, any party of interest may be represented at any and all stages of the problem solving process by a person of his/her own choosing, except that (s)he may not be represented by a representative or an officer of any competing organization. When a certified employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages.

It is further agreed that at the beginning of each school year the building administrators and the Association Representatives (ARs) will review and become comfortable with all of the language around the problem solving process. This review will be followed up by a formal review of all of the problem solving language with the entire building staff. This review at the local level will be conducted jointly by the building principal and the building ARs.

8-1 Definitions

8-1-1 An ISSUE Resolution is defined as a matter that could be conceivably handled between an administrator and a certified employee outside of the problem solving process.

8-1-2 A GRIEVANCE is defined as an allegation by a certified employee, certified employees, or the Association that there has been a violation, misapplication, or misrepresentation of the terms of this agreement and/or the policies and procedure of the District and administration. All grievances shall be processed under the provisions and procedures of this article.

8-2 Issue Resolution (Steps and Process)

8-2-1 The certified employee shall request a set meeting time with the administrator to discuss the issue.

8-2-2 Both the administrator and the certified employee agree to discuss the issue openly in an attempt to come to a mutually agreed upon resolution with steps and timelines.

8-2-3 Both the certified employee and administrator will schedule a follow-up meeting to evaluate the successful resolution of the issue.

8-2-4 If the certified employee is unhappy or uncomfortable with the resolution, then the certified employee should meet with his/her building AR (Association Representative) to further seek resolution to the issue.

8-2-5 If the certified employee is still unhappy with the resolution, then the certified employee will contact the AR to schedule a meeting with the Association President who will contact appropriate district personnel necessary for further resolution to the issue.

8-3 Grievance (Steps and Process)

The purpose of this procedure is to secure, at the building's lowest administrative level, equitable solutions to problems, which may from time to time arise. Both parties agree that grievance proceedings will be kept informal and confidential as appropriate at any level of the procedure.

8-3-1 Definitions

8-3-1-1 A GRIEVANCE is defined as an allegation by a certified employee, certified employee, or the Association that there has been a violation, misapplication, or misrepresentation of the terms of this agreement and/or the policies and procedure of the District and administration. All grievances shall be processed under the provisions and procedures of this article.

8-3-1-2 An AGGRIEVED PERSON is the person or persons making the allegation.

8-3-1-3 A PARTY IN INTEREST is the person or the Association making the allegation and any persons who might be required to take action or against whom action might be taken in order to resolve the allegation.

8-3-2 General Provision

8-3-2-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

8-3-2-2 In the event a grievance is filed or in process on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

8-3-2-3 The president of the Brighton Education Association shall appoint representatives who shall act in all grievance cases within the School District. Representatives shall be members of the Teacher Rights and Activities Committee (TRAC) of the Association or Association staff. The Association agrees to furnish the District with the complete list of such representatives at least ten (10) school days

after the appointment.

8-3-2-4 Nothing herein contained will be construed as limiting the right of any certified employees having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement or policies and practices of the District.

8-3-2-5 At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's TRAC shall be notified by the aggrieved and have the right to attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

8-4 Initiation and Processing

8-4-1 Level One A

8-4-1-1 A grievance shall first be discussed with the aggrieved's immediate supervisor with the object of resolving the matter informally. At the informal discussion, the aggrieved may (1) discuss the grievance personally, or, (2) may request that the Association representative accompany the aggrieved and act in the aggrieved's behalf.

Level One B

8-4-1-2 If the certified employee is not satisfied with the disposition of the informal discussion in Level One A, a written grievance shall be filed with the appropriate supervisor within five (5) business days of the discussion. An information copy will be sent to the Superintendent. The supervisor shall hold a hearing with the aggrieved person and his/her Association representative within three (3) business days after receipt of the written grievance. The supervisor will render a written decision within two (2) business days.

8-4-2 Level Two

8-4-2-1 Within five (5) business days of receipt of the decision rendered by the supervisor, such decision may be appealed to the Superintendent. The appeal shall include a copy of the decision being appealed and reason for such appeal. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal.

8-4-2-2 Appeals to the Superintendent shall be heard within ten (10) business days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given not less than five (5) days prior thereto to the aggrieved employee, his/her Association representative and any supervisor who has theretofore been involved in the grievance.

8-4-2-3 Within ten (10) business days of hearing the appeals, the Superintendent shall communicate his/her written decision to the aggrieved employee and all other parties officially present at the hearing.

8-4-2-4 If in the judgment of the Association a grievance is considered to be a class grievance, the Association may initiate and submit such grievance first informally, then if not resolved, in writing to the Superintendent directly; and processing of such grievance shall be commenced at Level Two. Application of class grievance must involve more than one individual and those individuals filing such grievance must be willing to sign the grievance, if so requested. A hearing on such a grievance shall be held within ten (10) business days of its filing. The Superintendent shall render his decision and rationale in writing within ten (10) business days after concluding the hearing.

8-4-3 Level Three

8-4-3-1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if the decision has not been rendered within ten (10) business days after the Superintendent has heard the grievance, the grievance may be referred to the Association within twenty (20) business days after the grievance was presented at Level Two, whichever is sooner. If the Association deems the grievance meritorious, it may proceed to arbitration within fifteen (15) business days after receipt of the grievance, and shall notify the District that it is proceeding to arbitration.

8-4-3-2 In the event the parties are unable to agree upon an arbitrator within five (5) business days, then the American Arbitration Association will be notified immediately by the District or the Association and an arbitrator will be selected. The selection of an arbitrator shall follow the procedure outlined by the American Arbitration Association.

8-4-3-3 The arbitrator shall be bound by all terms of this contract. He/she will have no power to add to, delete, or modify, in any way, any of the provisions of this contract. The decision of the arbitrator shall be advisory to both parties. Fees and expenses of the arbitrator shall be borne equally by the Association and the District.

8-4-3-4 The arbitrator's report shall be submitted in writing to the Superintendent and the Association only and shall set forth the findings of fact, rationale, conclusions, and recommendations on the issues submitted.

8-4-3-5 Within five (5) business days after receipt of the arbitrator's report, the Superintendent and the Association will meet to discuss the report. No public releases of information may be made until after such meeting.

8-4-3-6 The District and the Association shall take separate official action on the report of the arbitrator following the meeting in 8-4-3-5 but within twenty (20) business days of receipt of the report.

General provisions of all problem solving processes

8-5-1 No reprisals of any kind will be taken by the District or by any member of the administration against any party in interest, any member of the TRAC, or any other participant in the grievance or problem solving procedure by reason of such participation.

8-5-2 Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any competing organization. When a certified employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages.

8-5-3 The first remedy available to any teacher for any alleged breach of this contract or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that if a teacher elects to pursue any legal or statutory remedy through the courts for any alleged violation of his rights, such election will occur after using the provisions of this procedure.

8-5-4 Failure at any step of this procedure to communicate the decision in writing on a grievance in the specified time limit shall render automatic relief of the person grieved. Failure at any step of this procedure to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

8-5-5 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. This provision will become retroactive upon implementation of the current contract.

8-5-6 Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the District and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

8-5-7 In the course of investigation of any grievance, representatives of the Association will report to the main office of the building being visited and will state the purpose of the visit immediately upon arrival.

8-5-8 Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students or non-school personnel in all phases of the grievance procedure.

8-5-9 If any member of the Association's TRAC is a party in interest to any grievance, he shall not serve as the Association's grievance representative in the processing of such grievance.

8-5-10 It will be the practice of all parties in interest to investigate and process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement among the aggrieved person, the Association, and the District to hold proceedings during regular working hours, the aggrieved person and the appropriate Association representative will be released from assigned duties without loss of salary.

8-5-11 No grievance shall be recognized by the District or Association unless it shall have been presented at the appropriate level within twenty (20) days from the time the person became aware of the condition; and if not so presented, the right of the grievance will be forfeited.

ARTICLE 9 – COMPENSATION

9-1 The salary schedule for all certified employees and supplemental pay positions shall be set forth in Appendix A of this agreement.

9-2 Certified Employee Salary Schedule

9-2-1 Salary schedule placement for incoming certified employees.

9-2-1-1 All incoming certified employees with outside experience will be given credit year for year up to fourteen (14) years maximum. A certified employee with fourteen (14) or more years outside experience will be placed on Step 15 of the certified employee salary schedule. A certified employee who is re-employed in the same certified role shall be placed at a minimum at the step on the salary schedule they were on when they left the district (Note: the schedule structure has changed over the years).

9-2-1-2 Alternative licensed certified employees will be placed on Step A and will be frozen on that step until they receive their license.

9-2-1-3 Licensed certified employees with no outside experience will be placed on Step 1 of the salary schedule.

9-2-1-4 Outside experience must relate to the certified employee assignment as per Superintendent Policy GCBA-R.

9-2-1-5 Speech/Language Therapists', Occupational Therapists', Physical Therapists', and Audiologists' Master Degree Experience will be counted as MA+20 based on the additional required coursework for those specialized degrees. Counselors and Social Workers who provide documentation that they completed a Master's Degree program that required 60+ credit hours will be moved over two lanes on the salary schedule for the 2025-26 school year. Counselors and Social Workers who demonstrate a 60+ credit hour program and who are currently on lane MA+40 will be moved one lane and will receive a one-time stipend of $1000. Those employees who are currently on lane MA+50, EDS, or PHD lane will not move on the salary schedule but will receive a one-time stipend of $2000. Neither the placement nor payment associated with placement is retroactive.

9-2-1-6 Only credits and experience submitted and agreed upon at the time of employment will be considered for salary placement.

9-2-2 Salary Schedule placement for CTE Industry Experience: Full time Career Tech Education Teachers who teach all CTE classes and are Colorado Department of Education authorized educators shall receive credit for verified years of direct industry experience in the following manner: One (1) step shall be given for each year of experience over five (5) years of verified experience. The maximum number of steps a CTE teacher can be given for verified industry experience is five (5).

Years of experience:

1-5 = Step 1 placement
6 = Step 2 placement
7 = Step 3 placement
8 = Step 4 placement
9 = Step 5 placement

9-2-2-1 Direct industry experience is defined as: The work experience attained by the educator must directly align with the curriculum of the assigned CTE pathway. The work experience must demonstrate both depth and breadth in relation to the pathway.

9-2-2-2 We recognize that an educator may have individual experience that connects to a pathway but does not have the depth and breadth of the work related to the pathway and may not be used for placement. Final determination will be made by 27J HR.

9-2-2-3 Direct CTE industry experience may be combined with outside teaching experience; however, step placement with total experience (inclusive of industry and teaching experience) cannot exceed the negotiated placement step cap in this agreement.

9-2-2-4 This placement remains in effect only while serving in a full time CTE authorized position which includes participation in the activities outlined in this agreement 9-3-11 - Career and Technical Education. If an educator no longer serves as a CTE educator as outlined in this article, the district shall remove the industry pathway years and reset the salary.

9-2-2-5 This was instituted in the 2024-2025 school year. This placement or pay associated with placement is not retroactive. Current employees will be replaced at the appropriate step using the procedure outlined in this article.

9-2-3 Payment for each hour of “extended contracts” shall be at the hourly

rate of the individual certified employee's contract per diem. The per diem is calculated by the certified employees annual salary (from the salary schedule – A-1) divided by 162.5 days. The extended day contract scheduled work day shall be 8.5 hours.

9-2-4 All current 2025-26 certified staff who continue 27J employment shall receive one experience increment (step) for the 2026-27 school year. An additional 1% will be added to all cells on the salary schedule. For 2025-26 certified employees shall, if eligible, be allowed salary schedule education lane advances based on approved additional education credits and degrees submitted by October 9, 2026 and February 12, 2027. In addition, cells BA, BA10, BA20, BA30, BA40, and MA on Step 12 of the salary schedule have been increased and will no longer be frozen cells.

9-2-5 If the yearly negotiated compensation package includes only step and lane movement, certified employees on Step 30 MA 50 or Step 30 PHD or Step 30 EDS (on the REVISED Salary Schedule) will receive a $500 stipend beginning in the 2022-23 school year.

9-2-6 New teachers required to attend New Educator Orientation (NEO) training shall be compensated on a per diem basis upon completion of the training.

9-3 Supplemental Salary Schedules

9-3-1 Supplemental stipends are based upon one certified employee assuming responsibility for the group activity. Where duties are shared, the stipend will be prorated between those supervising. Stipends will be paid to directors of separate performing groups.

9-3-2 Coaches of team sports will receive additional compensation for each week of competition as defined in 9-3-4, equal to a prorated week's extra duty pay as determined by dividing the yearly coaching salary by the number of weeks in the regular season for each week of extended competition. (Appendix A-4)

9-3-3 Coaches in all other sports where only individuals qualify for an additional competition would receive additional compensation for extended seasons as defined equal to one-half of the pro-rated weeks' extra duty pay as determined by the number of weeks in the regular season for each week of extended competition.

9-3-4 Extended seasons would apply only where a team/individual group earns the way to the next level of competition. District tournaments and meets or contests where every school enters are not included in extended season consideration.

9-3-5 Marching Band Directors and support staff would receive additional compensation for each week of competition as defined in 9-3-4 equal to a prorated weeks' extra duty pay as determined by dividing the yearly supplemental salary by the number of weeks in the regular season for each week of extended competition.

9-3-6 Supplemental schedules will be adapted to begin in September and run for an entire school year.

9-3-7 Stipends for supplemental assignments will be paid over the course of the assignment or spread out over the course of the school year. Positions to be funded and approved in any one (1) year are at the discretion of the School District.

9-3-8 When a coach or advisor is promoted to a higher position, he/she would move to a step that gives the person the next salary amount above the step promoted from on the schedule.

9-3-9 All incoming coaches with outside coaching experience will be given credit year for year up to eight (8) years maximum or Step 8 on the Coaching Schedule – Appendix A-4, if the coaching experience is commensurate with the position being sought. For co-curricular advisors the same procedure applies up to step 6 unless otherwise directed in this Agreement.

9-3-10 Teachers teaching summer, weekend, before or after school classes will be paid at the rate specified in the Supplemental Salary schedule – Appendix A-6. Teachers teaching summer school classes will receive half their pay with the June payroll, the remainder to be paid with the July payroll.

9-3-11 The Career and Technical Education stipend will be paid annually to an appropriately credentialed teacher who is teaching in and maintaining an approved CTE program in accordance with the requirements set forth by the State Board for Community Colleges and Occupational Education (State Board). Career and Technical Education (CTE) offers a sequence of courses that provides students with rigorous content aligned with academic standards, technical knowledge and skills needed to prepare for further education and careers. CTE students work towards technical skill proficiency, an industry-recognized credential, or a college degree. In this, they participate in competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, occupational-specific skills, and knowledge of all aspects of an industry, including entrepreneurship.

Specific duties and requirements for stipend qualification are outlined in the contract provided by the CTE Director. That includes but is not limited to program approval, advisory committee, work based

learning, CTSOs, et al.

9-3-12 Supplemental salary schedules will be increased as per Appendix A-6.

9-3-13 Stipend level depends on budget responsibilities, number of students involved, number of assistants to supervise, amount of non-contract time, and expectations of grade level. (Appendix A-2)

9-3-14 Minimal expectations for earning stipends are as follows: (Appendix A-2)

9-3-14-1 High School Department Chairs
Provide leadership to department by monitoring and managing budget and other resources; hold and facilitate department meetings; serve as liaison between principal and department; support new hires within department; support the development and actualization of curricular frames.

9-3-14-2 Publication related co-curricular
On-time publishing (according to schedule agreed upon at building level); communication with parents and stakeholders as appropriate; completion of minimum number of publications (newspaper – 4/per year; yearbook – 1/year); manage budget (includes fundraising and ad selling); general responsibilities. Middle school stipend and a High school stipend.

9-3-14-3 Class/Club Sponsor related co-curricular
Fundraising supervision; communication with parents and stakeholders as appropriate; manage budget; supervision of students; scheduling of activities/ meetings; coordinate with other groups as appropriate; and meet requirements/guidelines of national/parent organization as appropriate.

9-3-14-4 Performance/Show related co-curricular
Budget management; fundraising/gates/admission/ advertising; student supervision until all are safely gone; after school rehearsals; schedule, conduct, set up, break down performances; maintain necessary equipment inventory and maintenance; and communicate with parents and stakeholders as appropriate. Only High School performances are eligible for this stipend.

9-3-14-4-1 Musical (Orchestra Director, Director, Tech Director)
Musical performed a minimum of three (3) times outside of school day.

9-3-14-4-2 Drama

High school: A theatrical performance, performed at least three (3) times outside of school day, and management of the thespian group.

Middle School: A theatrical performance, performed at least one (1) time outside of school day. Eligible per semester.

9-3-14-5 Marching Band Team

Includes performances at home High School football games ON FIELD with choreographed movements; and competing in at least one (1) marching band competition OR performing in at least two (2) parades or similar event outside of school day.

9-3-14-6 Music

Elementary – four (4) performances outside of school day

Definition: one (1) performance is one (1) "outside of school day" event which may or may not involve multiple groups or single levels. One (1) "inside of school day" performance, which is attended by parents, may be counted as one of the four (4) performances required to receive the stipend.

Middle School – four (4) performances outside of school day (for vocal and instrumental)

High School – four (4) performances outside of school day (for vocal and instrumental)

Disclaimer: multiple groups/grade levels appearing on the same night does not constitute "multiple performances"

9-4 Special Education and Special Service Provider Leave of Absence or Vacancy

9-4-1 When a long term leave occurs or when a certified special education vacancy assignment is unfilled, compensation will be provided to any special education teacher or special service provider whose work load is impacted.

9-4-1-1 Workload impacts include: added caseload coverage, lesson coverage, lesson planning, giving up plan time to service additional students. If added workload has a significant impact, the Special Education Director will work with HR and BEA to propose and offer additional compensation commensurate with the workload up to five (5) per diem hours per week. The position shall remain posted

on the district website; recruiting and hiring efforts shall continue.

9-4-1-2 The position shall remain posted on the district website; recruiting and hiring effort shall continue.

9-5 Site-Based Incentive Pay

9-5-1 Staff at each school, including itinerant certified employees assigned from the Student Services Department at each school, will develop a Project Plan or Plans through the building CAT. The plan should include goals, activities, funding amount and an evaluation process. The intent is to provide money to each school so that "defined opportunities" at each location can be used to provide "incentive pay" for certified employees that work beyond the school day and/or contract year.

9-5-2 The building/department principal/supervisor will need to maintain accurate records of the use of funds, submit supplemental pay sheets, and commission a program report which summarizes and evaluates the effects of the program at the conclusion of the project. These reports will be compiled at the end of the school year into a summary report for the District.

9-6 Overpay/Underpay

9-6-1 The District and BEA recognize that it is a shared responsibility between the educator and the District to ensure proper payment.

9-6-2 On occasion, the District may overpay or underpay an employee. If the District or the educator becomes aware of an apparent overpayment or underpayment, the other party shall be given immediate written notification of such fact.

9-6-3 Upon verifying an underpayment, within the next scheduled payroll period from receipt of written notification from the educator, the District shall pay the educator the amount owed.

9-6-4 Upon verifying the overpayment, within 90 days of the educator's receipt of written notification from the District that the District has overpaid the educator, the Educator shall repay the amount owed to the District. The district and BEA may arrange a payment plan. If the educator fails to repay the District, the District shall have the right to withhold the amount due the District from any monies which the District owes the Teacher.

9-6-5 In no event shall any claims by the Educator or District for overpayment or underpayment be recognized more than 36 months after the date on which such overpayment or underpayment occurred.

ARTICLE 10 – FRINGE BENEFITS

10-1 Insurance

The District will pay group insurance coverage premiums as provided in Appendix A-5. The District will deduct any additional premium from the employee's paycheck and will remit the appropriate amounts to the carrier in a timely fashion.

10-2 Insurance Committee

10-2-1 The insurance committee will serve as an advisory committee to the District.

10-2-2 The committee is to monitor and evaluate the effectiveness of employee insurance plans, review potential new plans, and communicate with employees regarding such plans.

10-2-3 The committee shall recommend to the District the selection of insurance coverage, plans, carriers and other matters of insurance coverage.

10-2-4 The insurance committee shall consist of: two (2) persons appointed by the Superintendent; two (2) certified employees appointed by the Association president; two (2) classified employees appointed by the Colorado Classified School Employee Association; three (3) certified employees elected by their peers; and three (3) classified employees elected by their peers.

10-3 Temporary Leave

It is the goal of the Association and the District to maximize student certified employee contact time. Employees are encouraged to keep this goal in mind when utilizing temporary leave.

10-3-1 Each certified employee employed before the 2018-19 school year shall be granted nine (9) days of temporary leave per year.

Each new certified employee will be granted 8 days of temporary leave per year for the first 3 years of employment.
after three (3) years of employment, each teacher shall be granted nine (9) days of temporary leave per year.

10-3-1-1 After accumulation of forty-five (45) days, each full time certified employee shall have the option to receive at the completion of the school year payout (see 10-3-5) for days accumulated above the forty-five day total. Days accumulated before July 1, 2018 shall be paid out first.

10-3-2 This leave may be taken for personal illness or illness and/or death in the immediate family; father, mother, daughter, son, brother, sister, spouse, or relatives living in the immediate household; bereavement, or for personal, legal, business, household, or family matters, except recreation, which require absence during school hours.

10-3-3 Notification of use of temporary leave for reasons other than an emergency will be submitted at least five (5) school days in advance.

Three (3) or more school days taken consecutively requires conversation with administration.

10-3-4 Any misuse of temporary leave may result in appropriate disciplinary action. Examples of misuse include, but are not limited to:

- Vacation
- Patterns of recurring absences.
- Patterns of extended weekends, holidays, or breaks.
- Calling in late as defined in 10-3-3.

In cases where misuse of temporary leave is suspected, the employee may be required to provide documentation of leave use.

Human Resources and BEA will review absences on a quarterly basis to determine patterns of misuse.

10-3-5 Upon retirement and/or termination accumulated temporary leave days accumulated prior to July 1, 2018 will be reimbursed at $98.00 per day, to increase at the same rate of negotiated percentage increases to the schedule. Days accumulated after July 1, 2018 will be reimbursed at the flat rate of $107.31 per day. Increases to the reimbursement rate will be negotiated each year. There will be no increase to the Temp Leave reimbursement rate for the 2026-27 school year.

10-3-6 M id-year Benefits Payout: Educators who break their contracts mid-year will not receive reimbursement for any Temporary Leave accumulated during that contract year and will have their HSA contributions immediately stopped. All Temporary Leave days accumulated in previous years will be eligible for reimbursement. Any Temporary Days that are not reimbursed will be added to the Temporary Leave Bank. Educators must work as scheduled on their final day of employment.

10-3-7 Certified staff shall have temporary leave automatically credited back for school closure except for the following:

10-3-7-1 Certified staff currently using days from the temporary leave bank when the closure occurs shall have days credited back.

10-3-7-2 Any absences scheduled for three (3) or more days during a school closure shall not be credited back.

10-4 Temporary Leave Bank for Illness

10-4-1 The District agrees to maintain a temporary leave bank. All certified staff will be automatically enrolled in the temporary leave bank; certified staff may opt of the temp leave bank by October 1, or within one (1) month of employment. Employees shall notify the Office for Human Resources in writing of their desire to opt out of the Temporary Leave Bank. The purpose of the temporary leave bank is to allow members to "draw" temporary leave days in cases where their serious, long-term injury/illness extends beyond the number of accumulated temporary leave days.

10-4-2 The Governing Committee of the Temporary Leave Bank will consist of: two (2) certified employees appointed by the BEA President; two (2) members appointed by the Superintendent or his designee; and one (1) certified member appointed by consensus of the BEA President and the Superintendent. Members will be selected for one (1) year term during the month of January. Members can be re-appointed.

10-4-3 The bank will retain its balance of available days as of the date of adoption of this agreement.

10-4-4 Participants in the temporary leave bank must donate one (1) temp leave day each year, unless in the opinion of the committee, enough days have accumulated to sustain the bank's operation. Those members not yet donating three (3) consecutive days will be considered provisional members who are required to continue membership by adding one (1) day donation each year until the total of three (3) days has been reached. Once a provisional member donates three (3) consecutive days, they will be considered continuing members. Continuing members, having donated a total of three (3) or more temp leave days, will not be required to donate further until deemed necessary by the Governing Committee.

10-4-5 Any continuing member who chooses to opt out of the leave bank and then wishes to rejoin will be considered provisional and, once again, must donate three (3) consecutive days in order to reach continuing member status.

10-4-6 All members of the Temporary Leave Bank under contract are eligible to begin the process of accessing the bank on the first day of their contract.

10-4-7 Members must reduce their accumulated temporary leave down to three (3) temp leave days before being eligible to apply to the temporary leave bank. These three (3) days will be held in reserve to be used by the member as necessary following their

return from their leave, provided they have been granted more than three (3) leave days from the bank. At the end of the school year, if these three (3) days have not been used, they will be returned to the temporary leave bank. If a member has enough of their own accumulated temporary days to cover the (6) six or (8) eight weeks of Recovery from Birth Leave or at least (6) six weeks of a long-term illness leave, they will be granted use of three days from the temporary leave bank before their return so that they can maintain three (3) temporary leave days provided they have exhausted their personal temporary days. At the end of the school year, if these (3) three days have not been used, they will be returned to the Temporary Leave Bank.

Once a member's temporary leave has been reduced to three days or has been exhausted, the member will be docked pay for four (4) school/work days before they may draw from the Temporary Leave Bank. During this four (4) day period the member will suffer a total loss of pay. Days docked cover a 9 hour work day. The District will pay for substitutes as necessary. The four (4) day loss of pay is automatically waived if a member has twenty (20) temporary leave days at the beginning of the school year and has been a member of the leave bank for the past two (2) consecutive years and currently in year three (3) or more. For recovery from birth only: If a member has maintained at least ten (10) accumulated Temporary Days on the day of birth, there will only be a two (2) day loss of pay. twenty (20) temporary leave days at the beginning of the school year and has been a member of the leave bank for the past two (2) consecutive years and currently in year three (3) or more.

10-4-8 The maximum number of days any one member can withdraw from the temporary leave bank in any one school year or any one (1) accident or sickness will be fifty one (51) days. At this time the employee should apply for PERA Short Term Disability. In extreme emergencies, additional days may be requested at which time allowance or disallowance will be determined by the Temporary Leave Bank committee. The maximum number of days any one member can withdraw from the temporary leave bank for recovery from birth will be (6) six weeks from the date of birth for a normal birth and (8) eight weeks from the date of birth for a cesarean birth.

10-4-9 All days left in the bank will be carried forward to the next year.

10-4-10 Members opting out from the bank will not be able to withdraw their contributed days.

10-4-11 Members withdrawing temporary leave days from the bank will not have to replace these days except as a regular contributing member to the Bank.

10-4-12 Temporary leave bank days can be requested for bereavement related

to the death in the immediate family (spouse, daughter, son, mother, father, grandparent, in-law, or relatives living in the immediate household). For bereavement leave, the (4) day waiting period shall be waived. Bereavement leave may be requested before a member depletes their accumulated temporary leave. The maximum number of days granted shall be no more than three (3) days per request. Appropriate support documentation shall accompany the application.

10-5 Short Term Disability

10-5-1 A certified employee who is unable to perform the essential functions of his/her position may elect to use, in accordance with Article 10-5-3, available temporary leave, temporary leave bank leave or an unpaid leave of absence as set forth in Article 10 of this agreement or he/she may apply for short term disability through PERA.

10-5-2 A certified employee approved for short term PERA disability leave shall continue to be employed and receive benefits by the district during the term of their short term disability.

10-5-3 Certified employees on short term disability leave may, at their discretion, elect to use 40% of an accumulated temporary day or temporary leave bank day for each day during the term of the short term disability until such time as their accumulated leave is exhausted or they elect to discontinue use of such leave. The use of temporary leave bank days in such instances shall be subject to the temporary leave bank rules/guidelines, as set forth in Article 10-4.

10-5-4 A certified employee returning from short term disability leave shall be assigned to the same position or a position comparable to the one he/she left upon commencement of the short term disability leave. Salary schedule placement, non-probationary status, and accumulated benefits will be unaffected during the leave.

10-5-5 A certified employee who is on or who is approved for short-term disability leave and for whom retraining or rehabilitation is being considered shall be involved in any discussions and decisions concerning rehabilitation.

10-6 Professional leave

10-6-1 Professional leave may be granted, with pay, for certified employees to attend workshops, seminars, conferences, and similar developmental activities determined by the appropriate supervisor to enhance the teacher's ability to significantly contribute to the educational program of the District.

10-6-2 Application for professional leave will be made to the appropriate supervisor at least five (5) school days in advance.

10-6-3 The District shall bear the expense approved by the appropriate supervisor in advance of the professional leave.

10-6-4 Professional leave days will not be deducted from other leave days.

10-7 Jury duty

10-7-1 Certified employees will be granted leave with pay when on jury duty.

10-7-2 Jury duty leave will not be deducted from other leave days.

10-7-3 Any compensation, exclusive of mileage, lodging, or meal reimbursements, will be paid over to the District within ten (10) business days of receipt of payment for such duty. Otherwise, such absence shall be counted as leave without pay.

10-8 Sabbatical leave

10-8-1 Certified employees may, at the discretion of the District, be granted sabbatical leave and/or a teacher exchange after completion of six (6) years of uninterrupted service with the District. Uninterrupted service shall be defined as the most recent period of time during which neither the teacher nor the District has terminated the employment relationships; leaves of absence shall be construed as uninterrupted service but shall not count toward the number of years of service required to qualify for sabbatical leave.

10-8-2 Sabbatical leave may be taken for a maximum of one (1) full school year for the purpose of improving the instructional program of the District.

10-8-3 Application for sabbatical leave must be made no later than October 31 of the school year prior to that requested for the sabbatical.

10-8-4 Salary

10-8-4-1 Certified employees on sabbatical leave will be paid one-half their regular salary for the duration of the leave. All paid benefits will continue on a prorated basis.

10-8-4-2 Certified employees on a certified employee exchange program will be paid in accordance with the agreement between the exchange organization and the district.

10-8-5 The number of approved sabbatical leaves for certified employees will not exceed two (2) in any one school year. The number of certified employees in a certified employee exchange will not exceed two (2). During the term of this contract, it is agreed that no leaves will be awarded during the period of time of budget constraints.

10-8-6 The application for sabbatical leave and/or certified employee exchange shall present the plan for professional growth and/or education to be accomplished by the applicant, together with the anticipated completion date for each phase of the plan, a narrative of

benefits accruing to the District and the applicant. Transcripts shall be provided to the District immediately upon return from sabbatical leave.

10-8-7 Certified employee granted sabbatical leaves agree to accept such positions as may be assigned by the District for two (2) consecutive school years after completion of the sabbatical leave. Certified employee who do not complete this requirement agree to refund all salary and fringe benefits paid during the sabbatical leave within thirty (30) business days of termination.

10-8-8 A sabbatical leave committee shall be composed of the BEA President, two (2) certified employees appointed by the Superintendent, and the Chief Human Resources Officer and/or his/her designee. The committee will meet no later than the third week of January to review all current applications and make recommendations to the District.

10-9 Extended Leaves

10-9-1 Except as provided in statute, only non-probationary teachers may be granted leave without pay.

10-9-2 Any certified employee shall be allowed to use accumulated temporary leave for disability caused by pregnancy or childbirth or recovery there from.

10-9-3 Salary schedule placement, non-probationary status, and accumulated benefits will be unaffected during the leave.

10-9-4 The certified employee may continue group insurance benefits at his/her own expense during the leave.

10-9-5 Certified employee may request leave without pay for up to a full school year. They may also re-apply, by April 1 of the first year of leave, for unpaid leave for an additional year. Approval of these requests will be based upon the program needs of the district.

10-9-6 At the conclusion of a second year of extended leave, the certified employee must notify the district of his/her intent to return or resign by April 1. If no notification is received, the certified employee will be assumed to have resigned, and the position will be posted.

10-9-7 Prior to leave being taken, the certified employee may submit, in writing, a specific request for building and/or assignment upon return from leave. The District agrees to consider this request when assigning the teacher upon return from leave.

10-10 Long Term Service Benefit

10-10-1 A certified employee who has completed fifteen (15) or more years of continuous service in the District as of July 1, 2009 shall become eligible for the Long Term Service Benefit after completing twenty (20)

years of continuous service. No additional employees shall become eligible for the benefit.

Eligible certified employees who voluntarily resign or retire shall receive a payout that equals the difference between the certified employee's actual salary for the 2008-2009 school year and the $45,128.65 average salary of full-time teachers hired by the District during that school year.

The calculation of the payout is based on the certified employee's 2008-2009 salary only and shall not include fringe benefits or supplemental pay.

The payout shall be paid in one lump sum on January 31 of the year following the date of separation or resignation. For those employees participating in the Retired Teacher Option (10-11-1), they may postpone the Long Term Service Benefit payment until January 31 of the year following the end of their Retired Teacher Option year.

10-10-2 Certified employees must apply by April 1 of each year. The district shall notify applicants by May 1 about the status of their application.

10-11 Retired Teacher Option

10-11-1 Eligibility

10-11-1-1 Currently employed by the district performing a service each workday or be in pay status using temporary leave.

10-11-1-2 Complete a full contract year for the number of days as specified in the current Master Agreement for a minimum of four (4) hours each day.

10-11-1-3 Any certified employee who is discharged pursuant to the Teacher Employment, Compensation, and Dismissal Act of 1990 will not receive the retirement incentives. Any teacher on a remediation is not eligible.

10-11-2 Employees Eligible for the Public Employees' Retirement Association (PERA) retirement income and must submit approval from their principal along with their notification of their retirement to Human Resources by April 1 for succeeding years will to be eligible for the Retired Teacher Option from 27J Schools.

10-11-3 Conditions for Retired Teacher Option:

10-11-3-1 The building principal and the certified employee will meet to discuss the acceptance and placement of the RTO teacher in his or her current position. If the principal denies the placement of the RTO teacher to their building, then the teacher has four options:

1. Voluntarily retire without RTO option.

2. Not retire and maintain current position.

3. Pursue a transfer to another building under the RTO option.

   The certified employee has right to appeal the principal's decision to the Chief Human Resources Officer. The Chief Human Resources Officer will investigate the appeal and will decide to place the certified employee back in current building with RTO benefit or another building in district with RTO benefit. The decision of the Chief Human Resources Officer is final.

10-11-3-2 The certified employee will elect to retire from School District 27J and receive PERA retirement benefits. For the next contract year immediately following the date of retirement, the employee will work for School District 27J. This option applies for one (1) school year only. Additional years of the Retired Teacher Option can be available on a part-time basis with district approval.

10-11-3-3 Participation in the Retired Teacher Option is for salary and does not include coverage for dental, vision, life or accidental death and dismemberment insurance nor count towards PERA service credit. Health insurance as required by federal law (ACA) is optional to the employee.

10-11-3-4 Participants will be eligible for an equivalent of their FTE of up to seven (7) temporary leave days with no buy back option.

10-12 Military Leave

10-12-1 A certified employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the school district shall be granted military leave with a right of reinstatement in accordance with state and federal law.

10-12-2 The certified employee shall receive full salary and benefits during such leave up to a maximum of fifteen (15) calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

10-12-3 A certified employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the school district shall be granted military leave.

10-12-4 A certified employee taking leave under this policy shall forward a copy of his/her military orders to the Superintendent or designee.

10-12-5 Military leave of absence, without pay and subject to any and all conditions provided by applicable law, shall be granted as required by law to an employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the State or United States. The employee shall be considered on a leave of absence during military service.

10-12-6 Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which would have been received if leave had not been taken.

10-12-7 Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

10-13 Worker's Compensation

10-13-1 This is a plan to protect certified employees in the event of injury arising out of and in the course of employment.

10-13-2 All injuries must be reported immediately to the supervisor. An injury report must be completed by the supervisor within twenty-four (24) hours. Failure to report injury will delay benefits or result in denial of payment.

10-13-3 If medical care is required for work related injuries, certified employees must use designated physicians/clinics or hospitals specified on the Workers' Compensation Information Sheet.

10-13-4 Medical Expenses - The Adams County BOCES Self-Insured Fund, when the liability is assumed, pays in accordance with Medical and Surgical Fee Schedule, adopted by the Industrial Commission, all reasonable and necessary medical expenses, paid directly to the doctor, hospital, etc.

10-13-5 Personal Injury Leave - Employees temporarily absent from work and unable to perform their duties as a result of personal injury occurred in the scope and course of their employment, and not the result of their own negligence, will be paid their full salary by the school district during the first thirty (30) working days absent from the date of such injury. Claims in excess of thirty (30) days may be covered and are paid directly to the employee from the BOCES fund. No part

of such temporary absence will be charged against the employee's temporary leave.

10-13-6 By subrogation, the District shall be the subrogee to the claims of such employee, against any third person or persons, for the amount of benefits paid hereunder by the District.

10-13-7 The District shall have the right to have such employee examined by a physician designated by the District to assist in determining the length of time the employee is temporarily unable to perform duties, and that the disability is attributable to the injury involved.

10-13-8 Certified employees returning to work from Workers' Compensation Leave shall have written authorization from their doctor that they are able to go to work full-time without restrictions of any kind.

10-13-9 Under certain circumstances a certified employee may be approved to return to work on a light duty assignment subject to the physician's and administration's approval.

10-13-10 No vacation or temporary leave shall accrue after an employee is on workers' compensation leave over thirty (30) days. While an employee is on workers' compensation leave there will not be a break in longevity credit. The District will continue to pay the allotted amount towards health, dental, vision, life and accidental death and dismemberment insurance premiums while the employee is on Workers' Compensation Leave.

ARTICLE 11 – REDUCTION IN FORCE

11-1 The District may cancel any employment contract including a non-probationary teaching contract without penalty to the School District when there is a justifiable decrease in the number of teacher positions. A justifiable reduction in the number of certified employee positions occurs when the Superintendent determines that there is a significant decline in the District's ability to fund the operations of the district as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the District's current or projected budget to be insufficient to adequately meet the District's current or projected needs.

11-2 The Superintendent or his designee shall notify staff of a declaration of a justifiable decrease.

11-3 The following shall be among the criteria considered in determining which contracts will be recommended for cancellation:

11-3-1 Quality of certified employee performance.

11-3-2 Certification and endorsement.

11-3-3 Professional preparation including major fields of study and advanced degrees.

11-3-4 Length of service in the District.

11-4 A written notice of the cancellation of a contract shall be sent to the certified employee at the certified employee's address as it appears on School District records by certified mail. The notice shall include the following:

11-4-1 A copy of the statement adopted by the District determining that a reduction in force is justifiable.

11-4-2 A brief statement by the Superintendent of the reasons for the recommended cancellation of the contract of the particular certified employee.

11-4-3 A notice of the certified employee's right to appeal through the grievance procedure.

11-5 The separation of a non-probationary teacher due to reduction in force will not affect the accumulated benefits listed below if the teacher is rehired within eighteen (18) months of the effective date of separation:

11-5-1 Accumulated temporary leave and status in the temporary leave bank, provided no previous reimbursement has occurred.

11-5-2 Position on the salary schedule.

11-5-3 Non-probationary status.

11-6 Normal attrition shall be considered prior to any staff reductions.

11-7 If vacancies should occur due to normal attrition, staff members affected by the reduction shall be notified of the vacancies and considered prior to the posting of the positions. This process will continue throughout the summer months up to the beginning of the new school year. Failure of a qualified certified employee to accept such a position, if offered, shall terminate any further obligation on the part of the District.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT

12-1 The District and the Association recognize the importance of staff development in District 27J. It is further understood that attending professional development days are a professional obligation of certified employees. In an effort to provide meaningful staff development opportunities for staff, the 2008 bargaining team makes the following recommendations:

12-1-1 District and building professional development days be clearly identified on a district calendar annually.

12-1-2 An annual survey should be conducted in May of each year by the Staff Development Department to gather feedback on the effectiveness of staff development and solicit information from staff as to what types of staff development is needed.

12-1-3 A committee, made up of a minimum of three (3) interested certified employee appointed by BEA and building and central administrators, shall be established to examine staff development in the district, assist in the development of the survey and to suggest improvement to professional development. Buildings are encouraged to use CAT in the same capacity for building professional development.

12-2 The District may provide professional staff development programs for certified employee based on the instructional needs of the District and professional development needs of the certified employee. Certified employee attending workshops, seminars, or conferences may be granted such leave as identified in Article 10-6.

12-3 Certified employees shall comply with applicable Superintendent policies and Colorado statutes for re-certification/re-licensure.

12-3-1 The district does not have authority to pay certified employees who do not hold a valid teachers' certificate/license, letter of authorization or written authorization from the Department of Education (CRS 22-63-402).

12-4 The certified employee's right to affiliate with professional organizations shall be recognized.

12-5 In order to provide both the instructional and social-emotional support of new teachers, the District will provide for a Mentor Program. Mentors will be paid for training and mentoring that occurs outside of the work day through a stipend. Mentors will serve for two years and will be selected through the hiring process every other spring. The mentor program will be evaluated based on feedback obtained by the mentor team.

12-6 Teachers may, at the discretion of the District, be granted financial assistance toward receiving National Board Certification.

12-6-1 The first five (5) teachers who submit to the District proof of their application and acceptance into the National Board Certification program each year will receive $1,000 to compensate them for their tuition-fees. Each teacher may receive this award only one time per certification and may not reapply for retakes for the same certification. The $1000 is available only for initial certification.

12-6-2 The first five (5) teachers who submit their completed recertification license from National Board for Professional Teaching Standards each year will receive $500 to reimburse them for their fees. This language is inclusive of the 2018-2019 school year.

12-7 ESL ENDORSEMENT - Teachers who have or receive a state bilingual or ESL endorsement will receive a five hundred dollar ($500) stipend annually. Teachers must be teaching in a designated bilingual or ESL classroom or a position in which the endorsement will be utilized.

ARTICLE 13 – CONTROVERSIAL ISSUES

13-1 Teaching of Controversial Issues

The teaching of controversial issues requires the recognition of responsibilities: by the teacher to his/her students, by the appropriate supervisor to his/her school, and by the school to the community.

13-1-2 The certified employee should adhere to the following guidelines:

13-1-2-1 The issue should be within the program of the subject area.

13-1-2-2 The issue should be within the level of the students' maturity.

13-1-2-3 The discussion should contribute significantly to developing the skills of critical thinking and problem solving.

13-1-2-4 The presentation should be impartial and objective.

13-1-2-5 Suitable materials including facts and concepts of all aspects of the issue should be available.

13-2 Processing of Controversial Issues at Building Level

13-2-1 The identification of controversial issues will be done in the following manner.

13-2-1-1 The certified employee will alert the supervisor to any content /material/resources that might be deemed to be controversial for this community. Identification will be based upon the policy definition and the procedure guidelines.

13-2-1-2 The supervisor will make the decision as to whether content/material/resource is controversial based upon the policy definition and the procedure guidelines.

13-2-2 The processing of controversial issues will be done in the following manner:

13-2-2-1 The certified employee will make written request to the supervisor to include controversial matter (as determined in 13-1) in the course of study. The request will outline clearly the objectives, content, materials and resources to be used.

13-2-2-2 The supervisor will make written responses to the request indicating reasons for approval, disapproval, or request

for modification. Disapproval or request for modification shall not be a grievable action.

13-2-2-3 If the request is approved, the certified employee will draft a letter of information to parents, which offers them the opportunity to request that the student not participate. The letter must be approved by the supervisor before it is sent to the parents.

13-3 Certified employees are assured of support from the appropriate supervisor and the District when the actions of the certified employee are in accord with the terms and provisions of this article.

ARTICLE 14 – ASSOCIATION RIGHTS

14-1 The District and the BEA recognize that a positive, collaborative relationship is essential to the success of our students and the stability of our professional environment. Both parties commit to an open, honest, and transparent problem-solving relationship based on mutual respect and shared accountability. To this end, the District and the BEA agree to meet regularly in a collaborative forum to proactively address concerns, resolve systemic issues, and engage in interest-based dialogue. This partnership is grounded in the belief that we are most effective when we work together to find sustainable solutions that honor the interests of both the educators and the District.

14-2 Dues Deduction:

14-2-1 The District agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the member's dues and contributions to the United Teaching Profession, as certified by the Association, where such deductions have been requested in writing by the individual members. The District further agrees to transmit all monies so deducted to the Association on a regular basis.

14-2-1-1 Deductions referred to above will be made in equal installments each month for which payroll authorization is effective August through the next succeeding July 31st. The District will not be required to honor, for any month's deduction, any authorizations prior to the distribution of the payroll from which the deductions are to be made.

14-2-2 The Association shall also furnish the District with a dues form properly signed by the member. Such forms shall remain in effect during the employment of the member or until such a time as revoked by the member under the following process:

14-2-2-1 Any member may revoke his/her dues deduction authorization at any time between August 1 and September 10.

14-2-2-2 Any member may revoke his/her dues deduction authorization after September 10 of any year where such revocation is endorsed by the Association.

14-2-3 Monthly, the District shall provide the Association with a reconciliation of those employees who have authorized the District to deduct dues under the provisions of this Article.

14-2-4 The District recognizes that dues deduction is part of the employee's personnel file and is not subject to Colorado Open Records Act (CORA).

14-2-5 The District will provide the Association with a list of all educators in the bargaining unit each month including names, employee id

numbers, job title, worksite, department name, original hire date, contract type, FTE, address, phone number, and District and Home email address. New hire information will be provided as soon as it is available in the same manner.

14-2-6 The Employer will also notify the Union about resignations, retirements, long-term unpaid leave of absences, dismissals, and/or any other separations from employment within thirty (30) days.

14-2-7 In the event that payroll dues deduction is prohibited by law, the Employer shall provide to the Association the electronic funds routing information each payroll cycle for all employees who have consented to membership in the association.

14-2-8 The District agrees that it will begin, end, or modify dues deduction for certified member educators exclusively at the direction of the Association. Certifications to start, end or modify dues deductions received by the District after the 11th of the month will be processed the following pay period. In return, BEA will indemnify and hold harmless the District and its directors, employees, and agents from and against any and all claims, demands, and causes of action that arise out of any dues deductions.

14-3 Use of school facilities

14-3-1 As the exclusive representative of the negotiating unit, the Association shall have the right to use any school building in accordance with District usage procedures without cost except where additional personnel are required to be employed.

14-3-2 The Association shall have the right to deliver and receive materials to its members through the school delivery service, electronic communication (including but not limited to email), and to place notices and other materials relevant to the Association's business on a designated staff bulletin board and in teacher's mail boxes. A copy of notices posted shall be provided to the appropriate supervisor at the time of distribution.

14-4 Association Leaves

14-4-1 The Association will be permitted release time with pay up to seventy (70) days during each school year. Substitute costs will be covered by the Association. The President of the Association will determine their use with the limitation that no individual may use more than twelve (12) of these days annually. Days taken under this provision will be known as "Association Leave."

14-4-2 Up to forty (40) days release time each year will be granted at District expense for contract negotiations.

14-4-3 Effective 2007-2008 school year, the District and Association agree to grant full-time school year release to the Association President. The

District's reimbursement for President's release will occur through contribution of one temporary leave day per year, per teacher; this day has been accounted for and is not inclusive of the temp days allocated to certified staff in this Agreement in 10.3.1. The District and Association recognize this contribution does not cover entire cost of the President's release and the District agrees to contribute the difference. The BEA president shall hold a CDE educator license but may maintain inactive license status with CDE while serving as BEA president.

14-5 Board agendas, meetings, and minutes

14-5-1 The District will make available to the Association an advance copy of the agenda for each regular meeting of the Board. In case of a special meeting, notification shall be made as far in advance as possible to the Association. Minutes of Board meetings will be made available to the Association. Agendas and minutes of Budget Committee meetings will also be made available to the Association.

14-6 Member Recruitment: The Association shall be provided the opportunity to participate in New Educator Orientation for the purpose of introducing new staff to membership in the Association. The Association will coordinate its involvement in the New Educator Orientation with Human Resources.

14-7 The president of the Association will have the right to visit schools and any BEA member. All visits will be conducted in a manner that does not disrupt the educational process in the school.

14-8 Association Representatives will be released from duties when needed or requested to represent an educator in a meeting with administration. If coverage cannot be arranged, the meeting will be rescheduled.

ARTICLE 15 – PERSONNEL FILES

15-1 Each certified employee retain his/her original teaching certificate/license.

15-2 Certified employees, upon request, shall have the right to review the contents of their own permanent personnel file and any of their own building personnel files maintained by appropriate supervisors. Certified employees may obtain copies of any documents contained in such files.

15-3 No material derogatory to a certified employee's conduct, service, character, or personality shall be placed in such files unless the teacher has been given the opportunity to review such material.

15-3-1 The certified employee will acknowledge that the opportunity to review such material has been given by signing the material to be placed in such files. The parties understand and agree that the signature merely means that the certified employee has read such material and that it does not mean the certified employee necessarily agrees with the statements contained in such materials.

15-3-2 The certified employee shall have the right to file a written reply to such materials within fifteen (15) school days of the date on which the certified employee was given the opportunity to review such material. Such reply shall be attached to the material to which it pertains.

15-3-3 The certified employee shall have the right to petition for the removal of such material.

15-3-4 No anonymous complaints shall be placed in a certified employee's personnel file or in a building file.

15-4 Certified employee personnel files are to be subject to Colorado's open records law.

ARTICLE 16 – PROTECTION OF CERTIFIED EMPLOYEES

16-1 All certified employee will be treated in a fair, equitable and professional manner.

16-2 Treatment of certified employee in Disciplinary Matters

16-2-1 Certified Employees shall be disciplined only with just and sufficient cause. Discipline may include verbal warnings, written reprimands, suspensions, reductions in professional advantage, or dismissal (only to the extent not covered in state law). The expiration of an individual employment contract between the District and a certified employee per its terms and nonrenewal of an individual employment contract shall not be regarded as discipline. Any such discipline shall be subject to the grievance procedure set forth in this agreement including advisory arbitration. The specific grounds forming the basis for disciplinary action will be made available to the certified employee. The certified employee may be suspended with pay pending the investigation of an allegation or incident where the presence of the teacher may interfere with the normal educational process or where the presence may present a danger to the welfare of the students.

16-2-2 Complaints against certified employee will be considered confidential personnel matters. All complaints against teachers will be referred to the appropriate supervisor. In a Board meeting, the Board will only accept public complaints against teachers by name in executive sessions.

16-2-3 The appropriate supervisor will fully investigate the complaint before any action is taken. This investigation will include the opportunity for refutation by the certified employee.

16-2-4 No written notice of the complaint will be placed in the certified employee's personnel file(s) unless disciplinary action is warranted. The certified employee will have the opportunity to review any document(s) placed in such files and to attach a rebuttal.

16-3 Threats and Assaults against Certified Employee

16-3-1 The District and the Association agree to a Support and Report Protocol to address threats or violence to certified staff members. Any incident of physical, verbal, written, or depicted threat, menacing, or assault which causes a fear of imminent serious bodily injury or sexual assault, or a student attempts the same shall require the certified staff member and the building principal to follow the agreed upon Support and Report Protocol process. The District shall make available to the Association, upon verbal request, a summary report of reported incidents of physical and/or verbal threat or assault upon teachers.

16-3-2 After completion of investigation, including risk assessment, if the student is deemed to be a low or moderate risk, but before a student is returned to the school where the offense occurred:

A. The complaining certified employee shall have the right to review the risk assessment, the criminal report, and any final written disposition from the district.

B. If the complaining certified employee disagrees with the disposition or still feels unsafe, he or she may file an appeal to request that the student be removed from his/her classroom.

16-3-3 After completion of investigation, including risk assessment, if the student is deemed a danger to other students, or teachers, or SSPS and staff, or the threat has not been ameliorated, a plan will be created to eliminate the threat which may include:

- Involvement of law enforcement
- Removal of the student from the classroom
- Removal of the student from the school
- Removal of the student to an out-of-district placement
- Expulsion

16-3-4 If any certified employee 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 certified employee in his/her defense.

16-3-4-1 Time lost by a certified employee in connection with any incident mentioned in Article 16-3-5 shall not be charged against the certified employee.

16-3-5 In instances where criminal physical assault or non-sexual child abuse charges are brought against a certified employee as a result of dealing with student discipline problems, an internal investigation will be conducted by the District. If such internal investigation determines that the certified employee 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 certified employee regarding any legal support for the appeal process.

16-3-5-1 If, during the course of an official District investigation, the principal reasonably believes such investigation may lead to disciplinary action against a certified employee, the principal shall advise the teacher of his/her rights to representation as per Article 16-1.

16-4 Protection of Certified Employee Personal Property

16-4-1 When bringing in personal items to use for instructional purposes, the certified employee shall make every effort to inform the principal in advance.

16-4-2 In the event a certified employee, 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.

16-4-3 Given prudent and responsible handling, the District will reimburse/replace personal items stolen or damaged at school based on fair market value, up to $500 per item, or the insurance deductible, whichever is less.

16-4-4 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. Payment will be made as a reimbursement once work has been completed and a bill or insurance claim form has been submitted.

16-4-5 In order for the District to reimburse the teacher for losses as outlined in sections 16-4-1, 16-4-2, 16-4-3, and 16-4-4, the certified employee must:

a) Report the incident to the building principal or appropriate supervisor, then submit the form found in Superintendent Policy GBGB-E as a written request with the supervisor's signature to the Finance Department within ten (10) school days.

b) The Supervisor will conduct an investigation to determine:
   a. If the responsible party can be identified, and
   b. Whether any disciplinary action should be taken against the responsible party, including requiring replacement of the item(s).

c) Within twenty (20) school days the district must:
   a. Determine if the request of the certified employee is meritorious.
   b. Respond to the claimant with appropriate next steps.

ARTICLE 17 – NEGOTIATIONS PROCEDURE

Negotiations will be completed through a collaborative interest-based process.

17-1 Definitions and timelines for negotiations

17-1-1 The term GOOD FAITH is defined as an honest attempt to resolve issues which arise during the negotiations process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.

17-1-2 The first meeting between representatives of the district and the bargaining unit shall be held on or before March 15.

17-1-3 The first meeting shall be devoted primarily to the bargaining units presenting their items for discussion and building a calendar. The Association and the District may each bring up to two (2) items to the table for discussion. Compensation will always be discussed. In addition, mutually agreed upon items between the District and the Association will also be proposed at this time.

17-1-4 After that time, the parties will agree that all items have been discussed, and no new items will be brought up for negotiations during that series of sessions.

17-1-5 Prior to March 15, either party may suggest preliminary informal meetings to discuss items, which might be resolved by issues/problem solving bargaining techniques. Issues must be mutually agreed upon before beginning this approach. If the problem is not resolved by this method, a formal proposal may be submitted.

17-2 The District shall recognize labor or employee organizations as representatives of employees for the purpose of bargaining with respect to:

17-2-1 Salary

17-2-2 Fringe benefits

17-2-3 Personnel evaluation procedures

17-2-4 Personnel transfer procedures

17-2-5 Length of workday

17-2-6 Grievance procedures

17-2-7 Other mutually agreed upon items

17-3 Each party shall designate in writing the names of up to six (6) persons who shall serve on their respective negotiating teams and be empowered to speak for them, and be responsible for negotiations pursuant to the provisions of the

agreement. Either party may have up to two (2) consultants at any negotiations session; however, neither party may have more than six (6) team members and two (2) consultants at the table at one time unless mutually agreed upon. Each party shall, at the time of the first meeting, designate the person on their team who will be the spokesman or chief negotiator.

17-4 The teams shall meet at reasonable times and places for the purpose of negotiating such a subsequent agreement. Negotiating meetings shall be scheduled at times which will interfere least with the employee workday and the educational program. When it is mutually agreed that it appears necessary for the expediency of the negotiating process, the District will allow the employee to be absent from work.

17-5 An article or portion thereof is considered a tentative agreement only when mutually signed and dated by both parties. It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the Superintendent and by the members of the bargaining unit.

17-6 When tentative agreements have been negotiated on all matters submitted by the parties, the agreement shall be reduced to writing and presented to the unit members for ratification. The bargaining unit shall have fifteen (15) business days from the date the agreement is presented in which to file a written report of their action to the Superintendent. Following such ratification, the agreement shall be subject to ratification by the Superintendent at an official meeting which shall take place within thirty (30) business days of the date the bargaining unit notifies the Superintendent of ratification. After ratification by both parties, the chief officers of the District and the bargaining unit shall sign the ratified agreement.

17-7 During negotiations, the District and the bargaining unit, through their representatives, will present relevant data, exchange points of view, and present specific proposals and counter proposals. Upon the request of either party, the other will make available for inspection and copying, data and records pertinent to the subject of negotiations in accordance with the Colorado open records law. Both parties have the right to request that their most recent proposals be answered by a written counter proposal submitted by the other party.

17-8 Impasse may be declared by mutual agreement, or by either party, at any time. Upon the occurrence of impasse, both parties shall meet to determine the matters remaining unresolved and shall prepare a statement of their position on such matters as of the last formal bargaining session between the parties. Unresolved issues shall be submitted to the process of mediation as a means of resolution.

17-9 Mediation

17-9-1 The mediator shall be selected in the following manner:

17-9-1-1 If the parties are unable to agree upon a mediator within five (5) business days of the date that impasse has been

declared, the parties shall jointly request the American Arbitration Association to submit simultaneously by certified mail, return receipt requested, to each party identical lists of the names of at least five (5) persons skilled in mediating public school issues.

17-9-1-2 Each party shall have five (5) business days from the date on which such list is received to cross off any names to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a party does not mail the list within the time specified, all names which appear on the list shall be deemed acceptable to that party.

17-9-1-3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.

17-9-1-4 If the parties fail to agree upon any of the person's names, or if those named decline or are unable to act, or if for any other reasons an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

17-9-2 Conducting Mediation

17-9-2-1 The format, dates, and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions. No news releases shall be made by either party or the mediator concerning the progress of such meetings.

17-9-2-2 The mediator will meet with representatives of the District and Association either separately or together.

17-9-2-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures for ratifying tentative agreements as set forth in this Agreement shall apply.

17-10 Fact Finding

17-10-1 If mediation has failed to bring about agreement on all issues, either the District or the Association may request that the issues which remain in dispute be submitted to a fact finder. The parties shall attempt to agree on a fact finder within five (5) business days. Advisory fact finding and the selection of a fact finder shall be initiated by a written request submitted to the American Arbitration Association (AAA) requesting the appointment of a fact finder, a copy

of which request shall be served by either party upon the other. Such request for appointment of a fact finder shall be served on the American Arbitration Association. Subsequent to this filing, if both parties mutually agree that continued negotiations would be beneficial, the parties may continue to negotiate until agreement is reached or a fact-finding hearing is convened.

17-10-2 Any requests to the American Arbitration Association for the appointment of a fact finder shall be accompanied by a copy of the agreement. Within seven (7) business days of receipt of such request, the American Arbitration Association shall submit to each party an identical list of seven (7) persons qualified to serve as fact finders in labor relations cases involving the establishment of contract terms for inclusion in a collective bargaining agreement, and determined by the American Arbitration Association to be available in accordance with the time constraints. Within three (3) business days of the receipt of the list of fact finders, the parties shall alternately strike three (3) names from the list with the remaining name becoming the fact finder. The party striking first shall be determined by lot.

17-10-3 As soon as practicable upon appointment, the fact finder shall convene a hearing with at least ten (10) business days written notice to both parties at which both parties may appear to present facts and arguments with regard to those matters remaining in dispute as provided herein. Hearings shall be conducted according to the rules of the American Arbitration Association. Formal rules of evidence will not apply. The hearing shall be concluded within ten (10) business days of being first convened, and the fact finder shall issue his findings of fact and advisory recommendations not later than twenty (20) business days after the hearing is closed. The fact finder's written recommendations, with reason therefore, shall be served privately and simultaneously insofar as is possible upon the representative of both parties. Within ten (10) business days after receipt of the recommendations, the parties shall meet to inform one another whether they are willing to accept and implement said recommendations. Any party refusing to accept or implement the fact finder's recommendations shall clearly state its reasons in writing for so doing at that time. Neither party, nor the fact finder, shall reveal or comment upon the findings of fact and advisory recommendations during said ten (10) business day period. In the event that either party, or both, fail or refuse to adopt and implement the fact finder's advisory recommendations, and there are issues remaining unresolved, then the fact finder's report shall be made public after the ten (10) day period. No other statement shall be made by the fact finder.

17-10-4 The fact finder shall have authority to hear and make recommendations concerning only the matters referred to fact finding under Article 17-10 above, unless the parties mutually agree otherwise.

The fact finder shall select as his/her recommendation for each issue either the position of the District or that of the bargaining unit, unless the fact finder is persuaded that an intermediate position would be more appropriate. In such event, the fact finder shall state his/her reason(s) for recommending such intermediate position.

17-11 All fees and expenses of the mediation or fact-finding proceeding shall be shared equally by the District and the bargaining unit. If either party requests to have a transcript of the hearing prepared, that party shall be responsible for the cost of said transcript and shall furnish a copy to the fact finder. The other party shall be responsible for the cost of its copy of the transcript should it desire one.

ARTICLE 18 – COLLABORATIVE ADVISORY TEAM

18-1 27J Schools and BEA believe in collaboration and shared leadership. A school's vision requires engaged stakeholders. The collective thinking, doing, problem solving, and leading by many professionals moves the vision forward.

While 27J Schools and BEA promote collaboration and consensus, we recognize that not all decisions can be collaborative. There are times and situations where leadership is not meant to be shared. The principal shall not lose his/her leadership authority, as assigned by 27J Schools, to act in the best interest of the school in these situations.

18-2 Each grade level and/or Department shall elect or select a representative to serve on the Collaborative Advisory Team each year in August. The Collaborative Advisory Team will define departments. Representatives may not be principal appointed.

18-3 27J Schools and BEA recognize the Collaborative Advisory Team as a school leadership team composed of school building leaders, and using a collaborative process. Building CATs will be trained on collaborative problem solving and the role of the CAT at least every three (3) years by the BEA President or designee assigned by consensus of the BEA President and Human Resources.

18-4 For the purpose of strong collaboration and shared leadership, building CATs should meet regularly to address submitted issues and bring information forward that helps with continual improvement that moves the mission of the school forward. Minutes from each CAT meeting will be distributed to the building staff along with forms for submitting items to CAT after each meeting.

18-5 The Collaborative Advisory Team is delegated responsibility as outlined by the Master Agreement. The CAT shall work collaboratively and shall come to consensus as a team about the following:

- Teacher to Parent Connection Schedules (5-3-5)
- Use of Collaboration Time (5-3-3) and creating a Professional Learning Calendar (5-3-3 and 5-3-3-2)
  - Including a yearly review of all language that clearly identifies each Professional Learning Opportunity as either Collaboration or Professional Development (5-3-3-2)
- Plan for Assessments, Data, and Use of Data During CollaborationTime
- Last week of First and Second Semester (5-3-4)
- Plan/approval for use of building Site Base Incentive Pay
- Plan for elementary and middle school Data Day schedule: possible student assessment administration and/or collaborative learning
- Identify events that require outside of contract hour staffing and supervision, and formulate a plan to schedule staffing to ensure equitable distribution of duties

18-6 The Collaborative Advisory Team shall provide support to the building principal by:

- Identifying challenges and obstacles standing in the way of progress
- Problem solving
- Providing feedback
- Advising decisions
- Communicating resolutions and rationale for the solutions
- Listening, empathizing, and empowering others with effective communication and perspective
- Ensuring safety for risk taking and continual improvement

18-7 In the interest of transparency, the principal shall provide, share, and review the results of the building's bi-annual Climate and Culture Survey results to acknowledge and support areas of strength and areas of growth identified in the survey. The survey will be shared within one month of the release of the data.

18-8 Members of the CAT who serve for the entire year will be awarded one (1) recertification credit from the district.

ARTICLE 19 – YEAR ROUND SCHOOL

19-1 Calendar

19-1-1 The year round school work year shall include one hundred eighty-five (185) contract days, as it is in conventional schools.

19-1-2 Holidays will be as listed below:

Winter (Christmas) Vacation
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Holiday

19-2 Track-in and Track-out/Planning Days

19-2-1 Year-round school teachers shall have at least one (1) planning day at the beginning of the year. The remaining planning days may be scheduled at the beginning or end of each track/segment.

19-2-2 Planning days at the beginning of each track shall vary based on the configuration.

19-2-3 Certified employee may make special arrangements with principals for track-in/track-out days.

19-3 Specialists

19-3-1 Every reasonable effort will be made to assign Specialists (e.g. – art, music, physical education, speech and hearing therapists, nurses, counselors, psychologists, resource teachers and special education teachers) to tracks in the same manner as teachers. Custom contracts may be offered to Specialists as needed.

19-4 Salary Dispersment

19-4-1 Certified employee in year-round schools will be paid in twelve (12) monthly installments beginning in the first month in which they work fifteen (15) contact days, July or August depending on the track. A teacher scheduled on a year-round calendar for a full contract will be paid the same salary paid on a conventional calendar.

19-4-2 A certified employee moving from a year-round school to a conventional school-year calendar or vice versa, either by transfer or by District calendar change, shall be offered the options of dividing their next year's salary over thirteen (13) payments or forgoing their

August/July check.

19-4-3 Certified employees entering the District for the first time and assigned to a year-round school will have the option to receive their first annual salary in thirteen (13) monthly installments provided they work at least fifteen (15) contract days in July.

19-5 Track Selection

19-5-1 Principals shall meet with teachers within their buildings to ascertain the teachers' preferences for grade level and track assignments.

19-5-2 Principals shall collaboratively work with teachers to create in-building grade assignments that are in the best interest for all parties affected by the shift to year-round school. Teachers must have the proper credentials to teach the grade level and track assignment they are assigned.

19-5-3 The following shall be among the criteria considered in determining which teachers will be recommended for grade level and track assignments.

19-5-3-1 Certification endorsement
19-5-3-2 Quality of employee performance
19-5-3-3 Length of service in the District
19-5-3-4 Professional preparation including major fields of study and advanced degree

19-6 Exchange Days

19-6-1 Certified employees may voluntarily exchange five (5) or fewer consecutive school student contact days or three (3) stand-alone school student contact days per year with an off-track teacher working within the same school or department, without loss of pay, benefits, or temporary leave.

19-6-2 Certified employees shall notify the site administrator/principal at least twenty-four (24) hours in advance of who will be replacing the teacher, the length of the exchange, and the dates when the teacher will pay back the exchange. An exchange day form will be completed and submitted to the office.

19-6-3 Certified employees shall have the responsibility for arranging the exchanges with other certified employees working within the same school or department.

19-6-4 Payback of the exchange is solely the responsibility of the exchanging teachers.

19-6-5 Exchange day procedures will be revisited during the negotiations process following implementation.

19-7 Intersession

19-7-1 Compensation shall be at the per diem rate of the teacher.

19-7-2 Intersession assignments will use an application process similar to conventional calendar summer school.

19-8 Certified Employee - Substitute Teaching

19-8-1 In-district certified employee who are not working shall have an opportunity to substitute at District sites. Substitutes will be called from a list constructed of off-track teachers expressing a desire to be included.

19-8-2 Certified employees will be compensated at the in-district substitute rate of pay.

19-9 Extended Contract

The District may offer extended day contracts up to a maximum of 210 days. Extended contracts shall be paid at the per diem rate. The District shall determine the length of each contract offered. Every certified employee on extended contract shall have at least one (1) three-week vacation.

19-10 Extra Classes Taught

Teachers who are scheduled to teach an additional class normally offered during the school day for a semester, quarter, track or full year will be paid based on the teacher's hourly rate multiplied by 1.25 in order to enhance the hourly rate. The enhanced hourly rate will be multiplied by the additional hours taught.

19-11 Professional Development

High quality professional development is essential to improve the quality of teaching. The district's goal is to provide well implemented professional development in the year round school setting that meets the needs of students and school learning communities.

19-12 Room Assignments

During the first year of year round school, individual schools will address classroom assignment systems to implement school wide.

19-12-2 The CAT within the building will collect information and experiences from teachers on each track regarding classroom assignment systems in place within the year round schools.

19-12-3 Prior to the next year's negotiations, contract language concerning classroom assignment will be revisited at a meeting where CATs will present their findings to the negotiations team.

19-13 Classroom Conditions

Every effort will be made to ensure that all classrooms will be safe, healthy and at a comfortable temperature.

19-14 Communication

19-14-1 District postings and policy changes will be available on the district website.

19-14-2 School announcements, notes of faculty meetings and daily bulletins shall be available in an individual's email.

ARTICLE 20 – DISTRICT CALENDAR

20-1 The superintendent shall preview the school year calendar with the BEA president by February 1st.

APPENDIX A-1

27J Schools
Licensed Salary Schedule
2026-2027 School Year

Newly employed licensed teachers will be placed at step 1 through 15. Newly hired certified employees participating in an alternative license or authorization program will be placed on step A.

Salary amounts are based on 162.5 days.

		Lanes - Degrees + Credits												
	GR	BA	B10	B20	B30	B40	MA	M10	M20	M30	M40	M50	EDS	PHD
	A	56,692.06	57,622.65	58,745.27	59,306.57	59,882.65	60,458.73	62,172.20	63,900.43	65,613.89	66,692.20	68,479.52	70,266.84	71,020.17
	1	56,692.06	57,622.65	58,745.27	59,306.57	59,882.65	60,458.73	62,172.20	63,900.43	65,613.89	66,692.20	68,479.52	70,266.84	71,020.17
	2	57,918.08	58,139.64	60,458.73	61,020.04	61,596.11	62,172.20	63,900.43	65,613.89	67,327.36	68,420.43	70,192.98	71,980.31	72,733.64
	3	58,597.55	59,867.88	62,172.20	63,339.12	63,900.43	64,461.74	66,175.20	67,888.67	69,631.67	70,680.44	72,467.75	74,255.08	75,008.41
	4	60,458.73	61,581.35	63,900.43	65,052.59	66,189.98	67,327.36	69,040.82	70,754.29	72,467.75	73,546.06	75,348.15	77,135.47	77,888.81
	5	62,319.91	63,339.12	65,613.89	67,327.36	68,479.52	69,631.67	71,359.91	73,058.60	74,786.84	75,865.14	77,652.47	79,439.78	80,193.12
	6	64,195.85	65,052.59	67,327.36	69,040.82	70,473.64	71,906.45	73,634.69	75,348.15	77,061.62	78,139.91	79,942.01	81,729.33	82,482.66
	7	66,057.03	66,721.74	69,040.82	71,359.91	73,073.38	74,786.84	76,500.31	78,213.77	79,942.01	81,020.31	82,807.63	84,594.95	85,348.28
	8	66,588.80	67,253.51	70,902.00	73,058.60	75,362.92	77,652.47	79,380.70	81,079.40	82,807.63	83,900.70	85,673.25	87,460.58	88,213.91
	9	66,588.80	67,253.51	71,478.08	74,786.84	77,637.69	80,488.55	82,202.01	83,841.62	85,156.26	86,574.30	88,524.11	90,459.14	91,212.47
	10	66,588.80	67,253.51	71,478.08	75,392.46	79,085.27	83,368.94	84,343.84	86,190.25	87,312.86	88,819.53	91,389.73	93,959.93	94,698.49
	11	66,588.80	67,253.51	71,478.08	75,392.46	79,735.21	84,063.19	85,835.74	88,066.19	89,188.81	90,680.71	93,280.45	95,894.96	96,648.29
	12	66,972.85	67,637.56	71,862.14	75,783.90	80,119.26	84,447.49	86,559.53	88,819.53	89,942.15	92,955.48	95,599.53	98,228.81	98,982.15
	13	67,356.90	68,021.61	72,246.19	76,175.34	80,503.31	84,831.29	87,327.63	89,587.64	90,710.25	93,723.59	96,367.64	98,996.92	99,750.26
Steps	14	68,125.01	68,789.72	73,014.29	76,943.45	81,271.42	85,599.40	88,095.74	90,355.74	91,478.36	94,491.69	97,135.74	99,765.02	100,518.36
	15	69,395.33	70,074.81	74,299.39	78,213.77	82,556.52	86,884.49	89,366.06	91,626.07	92,763.45	95,776.79	98,406.07	101,050.13	101,788.69
	16	70,266.84	70,946.32	75,170.90	79,085.27	83,428.02	87,756.00	90,237.57	92,497.57	93,634.96	96,648.29	99,277.58	101,921.63	102,660.19
	17	71,049.71	71,714.42	75,939.00	79,853.38	84,196.13	88,524.11	91,005.68	93,265.67	94,403.06	97,416.40	100,045.68	102,689.73	103,428.29
	18	71,817.82	72,482.53	76,707.11	80,621.48	84,964.23	89,292.21	91,773.78	94,048.55	95,171.17	98,184.50	100,813.79	103,457.84	104,211.17
	19	72,585.92	73,250.63	77,475.21	81,389.59	85,732.34	90,060.32	92,541.89	94,816.66	95,939.27	98,952.61	101,581.89	104,225.94	104,979.28
	20	73,885.79	74,565.27	78,775.08	82,704.23	87,032.21	91,360.19	93,856.52	96,116.53	97,239.14	100,252.48	102,896.53	105,525.81	106,279.15
	21	74,757.30	75,436.78	79,646.58	83,575.73	87,903.71	92,231.69	94,728.03	96,988.03	98,110.64	101,123.98	103,768.04	106,397.32	107,150.65
	22	75,525.41	76,204.88	80,414.69	84,343.84	88,671.82	92,999.79	95,496.14	97,756.13	98,878.75	101,892.08	104,536.14	107,165.42	107,918.75
	23	76,293.51	76,972.99	81,197.57	85,111.94	89,439.92	93,767.90	96,264.24	98,524.24	99,646.85	102,660.19	105,304.25	107,933.53	108,686.86
	24	77,061.62	77,741.09	81,965.67	85,880.05	90,208.03	94,536.00	97,032.35	99,292.34	100,414.96	103,428.29	106,072.35	108,701.63	109,454.96
	25	78,376.25	79,040.96	83,265.54	87,179.92	91,522.67	95,850.65	98,332.22	100,592.21	101,729.60	104,742.94	107,372.22	110,016.27	110,754.83
	26	80,015.87	80,680.57	84,905.15	88,819.53	93,162.28	97,490.25	99,971.82	102,246.59	103,369.21	106,382.54	109,011.83	111,655.88	112,409.21
	27	81,552.08	82,216.78	86,441.36	90,355.74	94,698.49	99,026.46	101,522.81	103,782.80	104,905.42	107,918.75	110,548.04	113,192.09	113,945.42
	28	82,320.18	82,984.88	87,209.46	91,138.61	95,466.59	99,794.57	102,290.91	104,550.91	105,673.52	108,686.86	111,330.92	113,960.20	114,713.53
	29	83,088.29	83,752.99	87,977.57	91,906.72	96,234.70	100,562.67	103,059.02	105,319.01	106,441.63	109,454.96	112,099.02	114,728.30	115,481.63
	30	83,856.39	84,535.87	88,745.67	92,674.82	97,002.80	101,330.78	103,827.12	106,087.12	107,209.73	110,223.07	112,867.13	115,496.41	116,249.74

APPENDIX A-2

HIGH SCHOOL DEPARTMENT CHAIRS

Number of Dept Staff	Stipend	Release Days
1 to 4	$2,133.39	2
5 to 8	$2,562.86	4
9 to 12	$2,988.16	6
13 or more	$3,410.65	8

Minimal expectations for earning stipends are as follows:

High School Department chairs
Provide leadership to department by monitoring and managing budget and other resources; hold and facilitate department meetings; serve as liaison between principal and department; support new hires within department; support the development and actualization of curricular frames. The department release days are not for personal use by the department chair, and shall be used for conferences, professional development, field trips, instructional planning and other activities that will improve the teaching practice of the department chair or department members with the approval of the principal for operational consideration/viability.

CAREER AND TECHNICAL EDUCATION

The CTE stipend is intended to provide compensation for additional duties and work performed during and outside the normal work schedule. Teachers who already receive compensation for work, may not be compensated twice for the same work.

CTE teachers who fulfill the experience requirements will be paid in the following manner:

Vocational Experience	
1 - CTE Program Lead Teacher	$6,140.36
2 - CTE Program Assistant	$4,932.01
3 - Part Time CTE Teacher	$1,861.82
4 - Qualified CTE Teacher	$915.26

The CTE **Program Lead Teacher** - a full time teacher whose teaching assignment is at least 50% in an approved CTE program, or a CTE teacher whose teaching assignment is at least 50% in an approved CTE program who oversees other CTE Teachers in the same pathway. Only one (1) CTE Program Lead Teacher is allowed per approved CTE

program. The CTE Program Lead is the responsible party for the completion of the Program Approval, leads their respective Career and Technical Student Organization, leads Work Based Learning activities, manages Postsecondary and/or Industry Certifications, and guides the overall work on the Technical Advisory Board. Additional duties also include follow up requirements and all related work that may arise as a result of the state's requirements for reporting CTE.

The **CTE Program Assistant** -.This position is to be utilized for all pathways who have multiple full time CTE teachers (Full time CTE teacher, teaching at least 50% in an approved CTE program). There may be multiple CTE Program Assistant Teachers within an approved CTE program. A CTE Program Assistant duties would include assisting the CTE Program Lead with the program approval~~s~~ documentation, operations of the CTSOs, implementing Postsecondary and/or Industry Certifications and implementing suggestions from the Technical Advisory Committee.

Part time CTE teachers - a teacher who is scheduled to teach fewer courses than a full time CTE teacher or who is a full time teacher who teaches both in an approved CTE program and other coursework within the school. This includes qualified CTE teachers who teach 20% - 49% of their teaching load in an approved CTE program. There may be multiple Part Time CTE Teachers within an approved CTE program. A Part Time CTE Teacher who also serves as the Lead (responsible party) for a Career and Technical Student Organization may also receive the stipend amount of the CTE Program Assistant Teacher if there are no other teachers in that role for any approved CTE programs.

Qualified CTE teachers - a teacher who teach less than 20% of their scheduled instructional time in an approved CTE program or a teacher teaching 1 CTE class—There may be multiple Qualified CTE Teachers within an approved CTE program. This teacher supports an approved CTE program.

The CTE stipend is designed to compensate for all related Career and Technical Student Organization (CTSO) activities. CTSO supervision and management must be done after student contact hours or during a sponsor's planning periods. If this work requires a student to be enrolled in a class during a planning period, this can only occur with the sponsor's approval. These sections are not defined as instructional time and planning and/or assessment of student work would be minimal. The main duties would be supervision and basic training and mentoring. No additional stipend, salary, or compensation will be provided for this work beyond the CTE stipend.

APPENDIX A-3
CO-CURRICULAR SCHEDULE
(Article 9-3-15)

Co-curricular sponsorships shall first be filled by certified applicants from within the building. If none exist, a vacancy notice shall be posted district-wide for a minimum of five (5) days. Vacancy notices shall include date of posting, position, location of activity, work schedule, specific base salary, required qualifications, responsibilities, procedure to submit written application, and deadline date to submit application.

A. Certified applicants from other schools/units shall be considered after the posting period.

B. Should no educators apply, non-certificated/licensed applicants may be considered.

2. Sponsors currently assigned shall not be displaced by this process.

A.	HIGH SCHOOL:	Freshman Class Sponsor; Sophomore Class Sponsor; Pit Orchestra Director
	ELEMENTARY SCHOOL:	Student Council Sponsor
B.	MIDDLE SCHOOL:	Newspaper/Media Sponsor; Yearbook; Student Council Sponsor; National Junior Honor Society Sponsor; Drama
	HIGH SCHOOL:	National Honor Society Sponsor; Senior Class Sponsor; Junior Class Sponsor; Junior-Senior Prom Coordinator;
C.	HIGH SCHOOL:	Assistant Drama (2) (examples include Music Director, Choreographer, Set Work, Costume Design, etc.); Technical Director*; Director of the Musical*
D.	HIGH SCHOOL:	Newspaper*; Link Leader
E.	HIGH SCHOOL;	Yearbook*; Speech*; Student Council*
F.	HIGH SCHOOL:	Theatre Director*

Stipends are based upon one certified employee assuming responsibility for the group activity. Where duties are shared, the stipend will be prorated between those supervising. Stipends will be paid to directors of separate performing musical groups. No stipend will be paid if any area is a class, i.e., taught as part of a teacher's workday unless otherwise noted with *.

Stipend level depends on budget responsibilities, number of students involved, number of assistants to supervise, amount of non-contract time, and expectations of grade level. (Article 9-3-14)

Minimal expectations for earning stipends are as follows:

<u>Publication related co-curricular</u>
On-time publishing (according to schedule agreed upon at building level); communication with parents and stakeholders as appropriate; completion of minimum number of publications (newspaper – 4/per year; yearbook – 1/year);

manage budget (includes fundraising and ad selling); general responsibilities. Middle school stipend and a High school stipend.

Class/Club Sponsor related co-curricular
Fundraising supervision; communication with parents and stakeholders as appropriate; manage budget; supervision of students; scheduling of activities/ meetings; coordinate with other groups as appropriate; and meet requirements/guidelines of national/parent organization as appropriate.
Performance/Show related co-curricular

Budget management; fundraising/gates/admission/advertising; student supervision until all are safely gone; after school rehearsals; schedule, conduct, set up, break down performances; maintain necessary equipment inventory and maintenance; and communicate with parents and stakeholders as appropriate. Only High School performances are eligible for this stipend.

Musical (Pit Orchestra Director, Director of the Musical, Tech Director)
Musical performed a minimum of three (3) times outside of school day.

Theatre Director
A theatrical performance, performed at least three (3) times outside of school day, and management of the thespian group.

STEP	A	B	C	D	E	F
1	$702.37	$1,167.81	$1,812.01	$2,122.31	$2,517.13	$2,910.56
2	$824.29	$1,375.62	$2,255.31	$2,529.59	$2,971.51	$3,454.98
3	$948.94	$1,584.82	$2,700.00	$2,941.04	$3,427.28	$3,999.44
4	$1,073.63	$1,787.09	$3,152.99	$3,348.32	$3,880.31	$4,542.48
5	$1,198.31	$1,989.36	$3,457.16	$3,755.61	$4,333.33	$5,085.54
6	$1,323.00	$2,191.64	$3,761.34	$4,162.89	$4,786.35	$5,628.59

MUSIC STIPENDS:

Elementary Vocal	$1,684.56
Middle School Vocal	$2,808.06
Middle School Instrumental	$2,808.06
High School Vocal Director	$4,306.95
High School Instrumental Director	$4,306.95
HIGH SCHOOL MARCHING BAND: Director	$4,679.64
High School Marching Band Assistant	$2,339.81
High School Marching Band Flags	$1,871.57

Music

Elementary – four (4) performances outside of school day.

Definition: one (1) performance is one (1) "outside of school day" event which may or may not involve multiple groups or single levels. One (1) "inside of school day" performance, which is attended by parents, may be counted as one of the four (4) performances required to receive the stipend.

Middle School – four (4) performances outside of school day (for vocal and instrumental)

High School – four (4) performances outside of school day (for vocal and instrumental)

Disclaimer: multiple groups/grade levels appearing on the same night does not constitute "multiple performances"

Marching Band

Includes performances at home High School football games ON FIELD with choreographed movements; and competing in at least one (1) marching band competition OR performing in at least two (2) parades or similar event outside of school day.

Outdoor Education

Every regularly-assigned educator who accompanies his/her students to the Outdoor Education program and remains overnight shall receive $200 per night. This shall be in addition to the educator's regular pay. Prior to Outdoor Education, educators should be provided adequate time to plan and coordinate logistical matters. The total per event is capped at 8 paid positions, a school may use school funds to add slots.

APPENDIX A-4

The Office of Human Resources will post all head coaching vacancies online on the district website as they occur. Certified employees who apply for head coaching vacancies will be granted an interview.

COACHING SCHEDULE

A.	HIGH SCHOOL ASSISTANT:	Tennis, Cross Country, Golf, Esports, Unified Bowling
B.	HIGH SCHOOL HEAD:	Tennis, Cross Country, Golf, Diving, Unified Bowling, Lacrosse
	HIGH SCHOOL ASSISTANT:	Baseball, Swimming, Track, Soccer, Softball, Cheerleading, Strength & Conditioning, Dance/Poms Team
C.	HIGH SCHOOL ASSISTANT:	Football, Basketball, Wrestling, Volleyball,
D.	HIGH SCHOOL HEAD:	Baseball, Swimming, Track, Softball, Soccer, ~~Lacrosse~~
E.	HIGH SCHOOL HEAD:	Football, Basketball, Wrestling, Volleyball, Cheerleading, Dance/Poms Team

Stipend amounts reflect CHSAA expectations that take into account the number of participants, number of assistants, and length of season for a given sport.

STEP	A	B	C	D	E
1	$2,123.71	$2,411.86	$2,619.64	$3,136.36	$3,847.05
2	$2,320.42	$2,614.12	$2,851.00	$3,392.66	$4,114.41
3	$2,515.75	$2,838.53	$3,079.57	$3,640.62	$4,403.96
4	$2,711.09	$3,060.17	$3,312.32	$3,892.77	$4,650.54
5	$2,903.65	$3,284.61	$3,543.65	$4,149.07	$4,897.14
6	$3,096.20	$3,506.25	$3,770.84	$4,398.40	$5,183.87
7	$3,292.94	$3,732.04	$4,007.75	$4,654.69	$5,456.79
8	$3,486.87	$3,953.71	$4,236.31	$4,909.59	$5,719.98

APPROVED HIGH SCHOOL NON-CHSAA UNIFIED SPORTS: Head coach $1,943.76; Asst. Coach $1534.54
1 head coach and 1 assistant coach for each designated season: a) fall, b) winter, c) spring. (Activities related to this stipend are for work performed outside the school day). If these sports become CHSAA approved, they will move to the coach's salary schedule (basketball, soccer, football).

APPROVED MIDDLE SCHOOL ATHLETICS – HEAD COACH: $2180

Coaches' salaries for each sport will be paid for 56 hours at the District hourly rate and will be based upon an average of 7 hours per week of contact for an 8-week season.

APPROVED MIDDLE SCHOOL ATHLETICS – ASST COACH: $1090

Coaches' salaries for each sport will be paid for 56 hours at the District hourly rate and will be based upon an average of 7 hours per week of contact for an 8-week season and divided by 2.

MIDDLE SCHOOL ATHLETIC DIRECTOR: $10,598

Increases to the stipend rate will be negotiated each year. There will be no increase in the Middle School Athletic Director stipend for the 2026-27 school year.

APPENDIX A-5

INSURANCE BENEFITS

The District will contribute up to $923.85 on behalf of each full-time employee enrolled in the approved District health, dental and vision insurance plans.

The District will contribute for each full-time employee $0.10 per $1,000 of salary per month for group life insurance coverage; and $0.015 per $1,000 of salary per month for group AD&D insurance coverage. The employee's life and AD&D coverage is two (2) times the employee's annual salary (rounded to the nearest thousand) excluding supplemental pay.

APPENDIX A-6

SUPPLEMENTAL SALARY

The supplemental salary rate will be based on the hourly rate at the BA-1 step on the Certified Salary Schedule. The hourly rate is BA 1 multiplied by .00068667.

Hourly Substitute
Homebound Teacher
Saturday Class Teacher
Before/After School Teacher
Mandatory Staff Development
Curriculum Projects
Summer School Teacher

Substituting for a divided class
Substitute pay will reflect division of the class among covering teachers. When a class is divided among teachers the rate of pay used to calculate the pay will be based on the District's long term regular substitute rate.

Example: Classroom A has no substitute
Classroom Teacher B teaches 50% of A's students
Classroom Teacher C teaches 50% of A's students
Classroom Teachers B and C each receive 50% of the substitute pay

Beginning in the 1998-99 school year and thereafter, the rate will increase each year the same percentage as the percentage increase to the base of the Certified Salary Schedule if an increase is negotiated.

APPENDIX A-7

NOTICE OF NON-DISCRIMINATION

27J Schools is an equal opportunity educational institution and does not discriminate on the basis of race, color, sex, religion, national origin, age, marital status, disability, sexual orientation, gender identity or any other protected status in any activity, program or practice of the District, as required by Title VI, Title IX, Section 504, the ADA, and other applicable laws. Any person having inquiries concerning the District's non-discrimination policies should contact:

For general inquiries:
Superintendent
27J Schools
88 N. 40th Avenue
Brighton, Colorado 80601
(303) 655-2900

For inquiries regarding Discrimination, Title IX, Section 504 and the ADA:
Chief Human Resource Officer
27J Schools
18551 E. 160th Avenue
Brighton, Colorado 80601
(303) 655-2900

MOU Safety & Behavior Task Force

I. PURPOSE
27J Schools and BEA care about the safety of students and staff. Over the course of the 2026-27 school year, a task force will meet and work collaboratively to address concerns that were brought forward concerning the consistent use of the Staff Safety Support and Report Protocol.

II. COMMITTEE
The task force shall consist of:
At least one (1) member of the District Special Education Team, at least one (1) member from the District Intervention Services Team, the BEA President, and one (1) appointed BEA educator. Other members may be added to the team as necessary.

III. TASKS
Over the course of 2025-26 school year the Safety Task Force will:
-Reintroduce and train the updated Staff Safety Support and Report Protocol to administration and building ARs.
-Monitor and evaluate the use of the Staff Safety Support and Report Protocol and any other action plans put in place throughout the year.
-Monitor and evaluate the training timeline for staff.
-Consider recommendations to appropriate District teams.

IV. EVALUATION
The task force will determine team spokespersons that will present information to the bargaining team during the 2026-27 bargaining session and the bargaining team will determine next steps.

MOU Alternative Program Work

Certified staff may apply to instruct, develop course learning experiences, or mentor to support the 27J alternative licensure program. The stipend rate will be set by the office of human resources for this work for all 27J staff.

This MOU is for supporting the alternative licensure program. It is in effect for 1 year.

MOU Mentor PAY

Mentor Pay: The mentor stipend shall be based on number of mentees and novice or experience level. The stipend will be paid over 11 months during the school year. Mentor pay may be prorated based on the length of the assignment.

- Each Novice - $200 Year 1/$100 Year 2
- Each Experience - $100 Year 1

This AGREEMENT accepted and approved this 22nd Day of May 22, 2026.

FOR BRIGHTON
EDUCATION ASSOCIATION

By:

FOR 27] Schools

By:

COLORADO TEACHER QUALITY STANDARDS

QUALITY STANDARD I Students have the greatest chance to succeed when their teachers receive meaningful feedback and are supported in their efforts to continuously improve their craft.
Teachers demonstrate mastery of and pedagogical expertise in the content they teach.
The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages). The secondary teacher has knowledge of literacy and mathematics and is an expert in his or her content endorsement area(s).

ELEMENT A: Teachers provide instruction that is aligned with the Colorado Academic Standards and their district's organized plan of instruction.
ELEMENT B: Teachers develop and implement lessons that connect to a variety of content areas/disciplines and emphasize literacy and mathematics.
ELEMENT C: Teachers demonstrate knowledge of the content, central concepts, inquiry, appropriate evidence-based instructional practices, and specialized characteristics of the disciplines being taught.

QUALITY STANDARD II Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.
ELEMENT A: Teachers foster a predictable learning environment characterized by acceptable student behavior and efficient use of time in which each student has a positive, nurturing relationship with caring adults and peers.
ELEMENT B: Teachers demonstrate an awareness of, a commitment to, and respect for multiple aspects of diversity, while working toward common goals as a community of learners.
ELEMENT C: Teachers engage students as individuals, including those with diverse needs and interests, across a range of ability levels by adapting their teaching for the benefit of all students.
ELEMENT D: Teachers work collaboratively with the families and/or significant adults for the benefit of students.

QUALITY STANDARD III Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.
ELEMENT A: Teachers demonstrate knowledge about the ways in which learning takes place, including the levels of intellectual, physical, social, and emotional development of their students.
ELEMENT B: Teachers use formal and informal methods to assess student learning, provide feedback, and use results to inform planning and instruction.
ELEMENT C: Teachers integrate and utilize appropriate available technology to engage students in authentic learning experiences.
ELEMENT D: Teachers establish and communicate high expectations and use processes to support the development of critical-thinking and problem-solving skills.
ELEMENT E: Teachers provide students with opportunities to work in teams and develop leadership.
ELEMENT F: Teachers model and promote effective communication.

QUALITY STANDARD IV Teachers demonstrate professionalism through ethical conduct, reflection, and leadership.
ELEMENT A: Teachers demonstrate high standards for professional conduct.
ELEMENT B: Teachers link professional growth to their professional goals.
ELEMENT C: Teachers are able to respond to a complex, dynamic environment.
ELEMENT D: Teachers demonstrate leadership in the school, the community, and the teaching profession.

27J Certified Evaluation
Summary of Evaluation Process

Name of Teacher: Click here to enter text.

Job Title: Click here to enter text.

Name of Evaluator: Click here to enter text.

Name of Evaluator's Supervisor: Click here to enter text.

Work Site: Click here to enter text.

School Year: Click here to enter text.

Teacher learning goal(s)

Click here to enter text.

Teacher Quality Standards which align with goals

- Teacher demonstrates mastery of and pedagogical expertise in the content they teach.
- Teacher establishes a safe, inclusive and respectful learning environment for a diverse population of students.
- Teacher plans and delivers effective instruction and creates an environment that facilitates learning for his/her students.
- Teacher reflects on his/her practice.
- Teacher demonstrates leadership.

Professional Growth/Learning Log[1*]

Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**

1

Date:	**Event:**	**Comments:**
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Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**
Date:	**Event:**	**Comments:**

Certification of the Process

I certify that the evaluation process documented above occurred as represented; that the teacher has participated in this evaluation in good faith; and that the teacher has made growth in meeting the components of teacher quality.

I recommend that the teacher continue on the growth track next year.

Evaluator Signature Date

I certify that the evaluation process documented above occurred as represented and that the supervisor has participated in this evaluation in good faith. I provide this feedback on the process:

Certified Employee Signature Date

I certify that I have read this summary document and that it meets the expectations for the process as laid out in the 27J Agreement between 27J and BEA.

Evaluator's Supervisor Signature Date

GLOSSARY

Split Assignments

Employees who have split assignments will be evaluated on the same sequence as outlined for their employee status (probationary, non-probationary). The principal of the building where the employee is assigned the largest percentage of time will be responsible for the evaluation. In situations where percentages are equal or other arrangements need to be made, the principals involved will work with the Chief Human Resources Officer or his/her designee to determine the designated evaluator. The designated evaluator will collaborate with the other principals with whom the employee works when facilitating the evaluation.

Master Agreement:

The agreed upon contract negotiated by the Brighton Education Association and the school district.

Appendix

- For additional information please consult Superintendent policy GCOA, Evaluation of Professional Staff and GCQF, Suspension and Dismissal of Professional Staff Members.
- In addition, Article 9 of the Certificate Personnel Performance Evaluation Act and Guidelines (H.B. 1338) contains state requirements for the evaluation process.
- The fourth source of reference is the Licensure for Teachers, Special Services Providers, and Administrators under the Colorado Educator Licensing Act of 1991.

If information is needed from these resources, please consult your principal for copies of these documents.

MASTER AGREEMENT SUPPLEMENT

Safe Schools

The Superintendent and Brighton Education Association agree that safe schools are important to the welfare of all staff and students. We agree to work together to identify and address concerns on safety issues.

The following are some of the Superintendent policies established to address safety issues:

(Policies can be found on the district website.
Go to *About Us*, *Our Superintendent* to view the policies)

AC – Nondiscrimination

AC-E-1 Nondiscrimination Equal Opportunity

ACE-E1 Notice of Nondiscrimination

CCB, Line and Staff Relations

EBBA, Prevention of Disease/Infection Transmission

EBBA-R, Employee Protection

GBAA (also JBB*), Sexual Harassment

GBAA-R (also JBB*-R), Sexual Harassment Grievance Procedures

GBEA, Staff Conflicts of Interest and Ethics

GBEB, Staff Conduct

GBGB and GBGB-E, Reporting/Form

GCC, Employee Leaves and Absences

JIH-R, Interrogations and Searches

JKAA, Use of Restraint

JKBA and JKBA-R, Classroom Removal of Disruptive Students By A Teacher

JLF and JLF-R, Reporting Child Abuse