

BOARD OF EDUCATION  
JEFFERSON COUNTY SCHOOL DISTRICT R-1

**RESOLUTION TO DECIDE UNRESOLVED NEGOTIATION ISSUES**

WHEREAS, the Board of Education engaged in negotiations with JCEA concerning potential revisions to the terms and provisions of the Negotiated Agreement for the 2014-2015 year, including compensation; and

WHEREAS, the Board and JCEA did not reach agreement on compensation and other issues for the 2014-2015 contract year; and

WHEREAS, on August 16, 2014, the Board and JCEA participated in fact finding in accordance with the Negotiated Agreement; and

WHEREAS, on August 28, 2014, the Board of Education rejected the Fact Finder's recommendations; and

WHEREAS, pursuant to Article 5-6-10 of the Agreement, the Board must make a final determination regarding those issues that were the subject of negotiation for the 2014-2015 school year, including compensation increases for teachers; and

WHEREAS, on September 4, 2014, the Board adopted a compensation plan for the 2014-2015 school year that included compensation increases for all teachers rated effective or highly effective, including increases for more than 400 teachers who otherwise would not receive a raise pursuant to the salary schedule, compensation increases for probationary teachers rated partially effective, and a minimum starting salary of \$38,000 for all licensed employees; and

WHEREAS, the Board has made a final decision about the remaining unresolved negotiation issues.

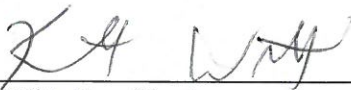
NOW, THEREFORE, BE IT RESOLVED, by the Board of Education as follows:

1. For the 2014-2015 school year, the .5% increased cost of SAED PERA contributions will be covered by what would otherwise have been a salary increase for employees. This represents a .5% compensation increase at a cost of approximately \$2.1M. The increased cost of AED PERA contribution will be covered by the District at a cost of approximately \$1.6 M.
2. Elementary class size ranges will continue to be 2 students above the ranges specified in Article 18 of the Negotiated Agreement.
3. The employer paid portion of health insurance premiums will remain \$515 per month. Part time employees' benefits will remain as is in 2014-2015.
4. For the 2015-2016 school year, the employer paid contribution to health insurance premiums will continue to be a minimum of \$515 per month for employees working 30 hours per week or more. Part time employees will no longer receive a


partial benefit allocation.

5. Article 35 of the negotiated agreement shall be revised as set forth in the redlined version attached hereto.
6. Levels will continue to be suspended for 2014-2015.
7. As a result of the increased starting salaries for teachers new to the District, Article 9-2-2 will be modified to remove reference to six days of per diem pay associated with the District's induction program. Teachers new to the District will be expected to participate in all induction activities, including any on additional work days. This is a professional obligation which is incorporated into the new, higher starting salaries.

JEFFERSON COUNTY SCHOOL DISTRICT R-1

By:   
\_\_\_\_\_  
Ken Witt, President  
Board of Education

Attest:

  
\_\_\_\_\_  
John J. Newkirk, Secretary  
Board of Education

# JCEA Negotiated Agreement: 2013

## **Article 35**

### 35 Leaves of Absence

#### Family Medical Leave Act

Pursuant to the Family Medical Leave Act of 1993 (F.M.L.A.), Jeffco Public Schools is required to provide up to twelve (12) weeks of unpaid, job protected leave to "eligible" employees for certain family and medical reasons. (See F.M.L.A. Guidelines).

The District shall require F.M.L.A. eligible teachers to utilize their F.M.L.A. leave concurrently with all applicable leaves.

No leave referred to in this Article shall be considered an interruption of services. A leave of absence will not be credited for contract or salary advancement unless the teacher works at least 90 days or one full semester in the same year the leave was taken.

### 35-1 Sick Leave

35-1-1 The District will grant sick leave to all teachers for personal illness or serious illness in the immediate family as defined in Section 35-7-3.

35-1-1-1 Teachers whose work year is one hundred eighty-seven (187) days will be granted nine (9) days of leave per year.

35-1-1-2 Teachers whose work year exceeds one hundred eighty-seven (187) days will earn one (1) additional day of leave for each additional twenty (20) days, or major portion thereof.

35-1-1-3 Sick leave shall be administered in accordance with Absence Management Guidelines/Procedures.

35-1-1-4 Job protection provisions are in Article 46.

### 35-2 Short Term Disability

35-2-1 For personal illness greater than fourteen (14) consecutive calendar days the employee must apply for Short-Term Disability (STD) benefits.

35-2-2 Short-Term Disability (STD) benefits will be payable in accordance with the insurer's policy.

35-2-3 The employee's accrued sick leave will be used at 40% to supplement approved District STD or P.E.R.A. STD, and/or District Long Term Disability (LTD) benefits until the employee is terminated or, if earlier, their leave balances are



exhausted. If an employee has grandfathered hours in their sick leave bank, those grandfathered hours will be reduced first.

35-2-4 Employees may elect to utilize sick leave for 100% of personal illness extending beyond two (2) weeks in lieu of payments through STD. This option is only available one time in an employee's career. The employee must have an approved claim as determined by the STD carrier, and must submit a written request to Employee Leaves to use their sick leave in lieu of payments made through the STD carrier.

35-3 Long Term Disability payments are paid in accordance with P.E.R.A. and the District provided LTD carrier.

35-4 Verification of Absence

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

35-5 Personal Leave

35-5-1 Teachers will be entitled to two (2) days leave of absence without loss of pay each school year. Notice to the teacher's immediate supervisor that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergencies).

35-5-2 Teachers shall be allowed to accumulate unused personal leave from year to year and will be apprised of such accumulation.

35-5-2-1 With prior approval of the immediate supervisor, more than two (2) accumulated personal leave days may be used at any one time. Written requests for leave must be submitted to the immediate supervisor at least five (5) days before taking such leave, except in cases of emergency. The written request must provide information justifying the circumstances which merit consideration for the granting of said leave.

35-6 Association Leave

~~35-6-1 Teachers who are designated as official representatives by the Association shall submit a short leave form to their principal for the purpose of attending JCEA, CEA and NEA functions. Applications must be made at least five (5) school days in advance of the time required, except in cases of emergencies.~~

~~35-6-2~~ 35-6-1 A total of two hundred seventy-five (275) release days per calendar year for professional leave will be authorized by the Executive Director of Human Resources or his/her designee for JCEA members to attend professional development, joint JCEA/District task forces, JCEA/CEA/NEA governing bodies,

and legislative activities aligned with the District's position. The JCEA will reimburse the District for any days used for JCEA/CEA/NEA governing bodies. Should there be a conflict in providing such leave due to school matters, the Association will be advised, in order to select a replacement. In the event of any such problems, the Executive Director, Human Resources or his/her designee shall render the final decision. The Executive Director of Human Resources will develop a system to track the use of these days in collaboration with JCEA.

35-7 Bereavement Leave

35-7-1 Permanent teachers will be granted up to five (5) days bereavement leave, which may be deducted from either their personal leave bank or sick leave hours to the extent available, in the event of death of any member of the immediate family. The teacher involved will determine whether the days are deducted from their personal leave bank or sick hours bank.

35-7-2 If there are extenuating circumstances, i.e., extended out of state or foreign travel, or other unavoidable circumstances, more than five (5) days of bereavement leave will be granted. In such instances, the leave will be deducted from their personal leave bank or accrued sick hours bank to the extent available. If such leaves are exhausted, the teacher will reimburse the District at the substitute rate of pay for the days used. This reimbursement will be made even if no substitute is required.

35-7-3 Members of the immediate family are defined as follows:

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

35-7-4 A report of bereavement leave shall be made to the principal or the immediate supervisor.

35-8 Military Leave

Jeffco follows all applicable Federal and State guidelines with respect to teachers who apply for a Military Leave of Absence. The teacher should work with the Manager, Employee Leaves, to document the absence. A teacher returning from military leave will



be returned based on Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Job protection provisions are in Article 46 or based on USERRA guidelines as applicable, whichever is more generous.

### 35-8 Jury Duty and Court Subpoena Leave

35-8-1 Leave will be given to teachers for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.

35-8-2 Teachers should notify the immediate supervisor or principal and Human Resources of the desire to apply for such leave as soon as possible prior to the date service must be rendered. Teachers should provide appropriate documentation to their work site to verify the absence.

35-8-3 Such leaves of absence will be granted with pay. If the fees are received for service, these should be turned in at the work site.

### 35-9 Maternity/Child Care Leave

35-9-1 A request for Maternity/Childcare or Adoption Leave must be presented to the Manager, Employee Leaves at least thirty (30) days prior to the date on which requested leave will commence or within 45 days of the birth, placement, or adoption of a child if the parent taking the leave did not physically give birth. Exceptions will be made in the event of unforeseen medical complications. The initial request for such leave may not exceed ~~two (2) years~~ one year. Leave requests submitted in the fall semester for the remainder of the school year, will be considered a one year leave. An additional year of child care leave may be requested by February 15th.

35-9-2 The teacher's written request will include the teacher's date of return, which must be the first reporting day of any quarter, term, trimester, or semester as determined by the District. A return to work date outside of this must be approved by the teacher's administrator and supporting documentation provided to the Manager, Employee Leaves.

35-9-3 In the case of adoption, no leave may commence later than the adoption of the child. A maternity leave commences upon the birth of the child and Short-Term Disability benefits are applicable. Any time off outside of the STD-approved period is unpaid either prior to or after an approved STD.

35-9-4 Job protection provisions are in Article 46.

35-9-5 A teacher who requests to amend his/her initial leave shall submit, in writing, his/her request to the Manager, Employee Leaves not less than thirty (30) days prior to the teacher's original date of return.

35-9-5-1 A teacher taking maternity/child care leave, who, for a justified reason, desires to return to work prior to the end of his/her leave shall so notify the Manager, Employee Leaves. The teacher shall be assigned to the first available position for which the teacher is qualified. If the teacher refuses the available position, the teacher

will remain on leave for the balance of his/her agreed leave. If more than one (1) teacher has given notice pursuant to this paragraph, such teachers shall be returned to work in order of the date on which notice of desire to return to work was given to Employee Leaves. In any event, the District shall not be compelled to return said teachers to positions prior to the original agreed-to return date.

#### 35-10 Parental Leave of Absence

A parental leave of absence of up to two (2) consecutive weeks following the birth or adoption of a child may be granted to new parents who want to take paid leave. Employees taking such leave will be allowed to use a combination of Sick and Personal leave to receive up to two (2) consecutive weeks of pay, provided they have sufficient leave balances. This paid leave must commence within forty-five (45) days of the birth, adoption or placement of a new child in a family. This provision to provide two (2) consecutive weeks of paid leave does not apply to employees who have physically given birth. They will continue to receive leave per Article 35-10 of this agreement. A report of parental leave shall be made to the principal or immediate supervisor no later than thirty (30) days prior to the anticipated leave date.

#### 35-11 Benefits During Leave

35-11-1 While on an approved paid leave, teachers will remain active participants in the benefit programs. They will continue to receive a District contribution (if applicable) from the District and will have the cost of their benefits deducted through payroll to the extent funds are available. The teacher is responsible for paying the District for deductions which exceed the amount of the District contribution per District administrative procedures. Benefits for approved leaves will terminate in accordance with the following:

35-11-1-1 Maternity Leave – at the end of the month in which the employee’s maternity leave ends or the employee becomes unpaid. Benefits may be extended, if applicable, in accordance with F.M.L.A.

35-11-1-2 Unpaid Adoption, Miscellaneous Child Care Leave – at the end of the month in which the employee becomes unpaid. If applicable, benefits shall be provided in accordance with F.M.L.A.

35-11-1-3 Military Leave – benefits shall be provided in accordance with USERRA and the District’s administrative policies.

35-11-1-4 Employee’s Leave Due to Their Own Medical Condition – at the end of the month in which the employee has exhausted their sick leave balances and becomes unpaid or, if later, the end of the month following six (6) months from the date of initial disability.

35-11-2 An employee whose benefits have ended shall be provided notice by the District’s third party C.O.B.R.A. administrator that they may elect to continue their medical, dental, vision and/or healthcare F.S.A. benefits in accordance with C.O.B.R.A. procedures.

35-11-3 An employee who returns from unpaid leave must reinstate their benefits by re-enrolling on-line within sixty (60) days of their return from leave. If the length of their break in benefits coverage is less than thirty (30) days, the employee must re-enroll in the same benefit plans they had previously. Employees whose break in benefits coverage is more than thirty (30) days may make new elections.

35-12 ~~Other~~ Miscellaneous Leaves of Absence

35-12-1 Full-time licensed teachers may apply for a leave of absence after having gained non-probationary status. ~~Third year probationary teachers may apply for a leave for the fourth year if the teacher meets or exceeds District standards in all performance areas.~~

35-12-2 Teachers will be granted leaves of absence without pay for up to one (1) full academic year, provided that the purpose of such leave does not include another paid K-12 teaching position. This provision shall not prohibit a teacher from accepting a fellowship which may result in a simultaneous paid teaching position, and it shall not prohibit exchange teaching. Teachers approved for a leave of absence may substitute for the Jefferson County School District. ~~Substituting for any other district will be considered a paid teaching position.~~

35-12-3 Requests for leaves of absence of one (1) academic year are to be presented, in writing, to the Manager, Employee Leaves or his/her designee by February 1~~5~~.

~~35-12-4 A teacher may apply for a second leave of absence beyond the initial academic year by submitting a written request to the Manager, Employee Leaves or designee by February 1. Such request for a second academic year shall be granted unless the identified instructional needs of the District cannot be met. If the request is denied, those needs will be communicated to the teacher involved and JCEA by the Manager, Employee Leaves or designee.~~

~~35-12-5~~ 35-12-4 When a leave of absence is granted, sick leave or personal leave privileges will not accrue.

~~35-12-6~~ 35-12-5 A leave of absence will not be credited for service advancement on the salary schedule. However, a teacher who provides service to the District for ninety (90) days or a semester will be granted credit for service advancement on the salary schedule.

~~35-12-7~~ 35-12-6 Teachers intending to return from leave or extend their leave must respond to the District's written inquiry no later than February 1~~5~~.

35-13 Leave Limitations

Teachers are limited to two (2) consecutive leaves which shall not exceed ~~three (3)~~ two (2) academic years in total under all circumstances.