MEMORANDUM OF AGREEMENT

1. PARTIES. The parties to this Memorandum of Agreement are the negotiating teams for the ST. VRAIN VALLEY EDUCATION ASSOCIATION (Association) and the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (District).

2. RECITALS AND PURPOSE. This Memorandum of Agreement summarizes the tentative agreements reached between the teams prior to and on May 11, 2015. When ratified by the Association and the District’s Board of Education, the tentative agreements described below will be incorporated in the current Agreement between the parties.

3. SUPERSEDES CURRENT AGREEMENT. Notwithstanding any provisions to the contrary set forth above in the Agreement between the parties dated May 28, 2014 (Agreement), or in Appendixes A through K of the Agreement, the amendments to the Agreement described below shall be effective upon the ratification of this Memorandum of Agreement and shall remain in full force and effect through June 30, 2017 unless otherwise stated.

4. TERM OF AGREEMENT. The parties agree that the expiration of the Agreement shall be June 30, 2017. Accordingly, Article 37 shall be amended to read:

   This agreement shall become effective on July 1, 2014, and shall remain in effect until June 30, 2016. Negotiations concerning a successor Agreement shall be in accordance with Article 4 and Appendix F.

5. COMPENSATION MATTERS.

5.1 The base salary in the 2015-16 school year shall be $36,000. See attached Exhibit A.

5.2 The District shall grant steps earned during the 2014-15 school year, effective in the 2015-16 school year. These steps shall be awarded August 1, 2015. Teachers shall advance through the salary schedule according to current HR practices.

5.3 The District shall fund education lanes in the 2015-16 school year. Pursuant to Article 32 and current HR practices, teachers who meet the requirements for lateral movement on the Schedule for education lanes may advance through the Schedule.

5.4 In the 2015-16 school year, no teacher on a non-temporary step will qualify for a maximum step one-time extra-pay.

5.5 Teachers who were placed on the maximum temporary step during the initial placement on the new salary schedule, and then qualified for an experience step earned during the 2014-15 school year shall receive in the 2015-16 school year a one-time extra pay, in the amount of $2,100 in proportion to their FTE. This pay is considered part of their salary for work performed and is PERA-includable.

5.6 The final temporary (yellow) cells of columns BA+40 through MA+80/DR will be increased $900, from $1,350 to $2,250, on the incremental step and lane schedule.

5.7 Beginning in the 2015-16 school year a total of seven (7) hours will be added to the contract year and will be permanently ongoing. See Article 8 changes in Paragraph 14 below.
5.8 The District shall pay the employee portion of the mandatory PERA increase from money otherwise available for compensation without reducing the base salary.

5.9 The parties have negotiated a new salary schedule structure. A copy of the underlying structure without salary amounts is attached (New 2015-16 Salary Schedule Incremental Step and Lane Increases), which illustrates the underlying value increases by step and lanes. Additionally, 2015-16 New Certified Salary Schedule Rationale (Rationale) and the 2015-16 New Certified Salary Schedule Details (Details) are attached. The Rationale describes creating the new salary schedule structure and the technical Details describe the functions of the new salary schedule structure.

6. MEMORANDUM OF AGREEMENT FOR SALARY SCHEDULE EXPERIENCE STEP PLACEMENT GUIDELINES. Related to the new salary schedule structure, the parties agree to execute the following Memorandum of Understanding for the 2015-16 school year to be included in Appendix J:

2015-16 New Salary Schedule Experience Step Placement Guidelines

Regular teachers will be placed on the experience step location on the new salary schedule based on their current step location and steps given according to these placement guidelines. Educational lane placement will be based on BOE policy GCB in combination with current HR practices. Regular teachers’ salaries are determined solely by the value of their cell placement (qualified experience and education) on the new salary schedule.

Parameters for Setting Initial Salary Step Placement – Effective for the 2015-16 School Year Only

- For the purposes of this salary schedule placement, a regular teacher is a person who is regularly licensed with a certified contract. Under no circumstances will the following positions be considered a regular teacher: Substitute teachers (except for permanent substitutes on a teaching contract) and 110 or 140 day retirees.

- Regular teachers may be granted up to no more than 3 years of experience for the 2009-10, 2010-11, and 2011-12 school years, as reflected in step placement for the years 2010-11, 2011-12, and 2012-13. Years of experience prior to 2009-10 that were not previously credited shall not be considered during this placement. Initial placement on the new salary schedule is for the 2015-16 school year ONLY. Nothing in this placement process shall result in any retroactive payments.

- Under no circumstance will a regular teacher be placed more than 3 steps higher in 2015-16 than they are currently placed in 2014-15, as a result of the transition to the new salary schedule (prior to any negotiations for 2015-16).

- Prior experience outside the district must meet the following criteria in order to be granted qualified experience: worked for a full-year in a 1.0 full time equivalent (FTE) certified teacher position from an accredited public school. Under no circumstance will a regular teacher receive experience credit for private, international, unaccredited or homeschool teaching experience.

- At no time should a regular teacher be placed on an experience step that is higher than the total number of years of experience they have as a regular teacher or administrator.

- District regular teachers who were on a leave of absence or a late hire and worked 92 or more work days per year during the 2009-10, 2010-11, and/or 2011-12 school years will be granted corresponding qualified year(s) of experience.
These guidelines are for initial placement of existing, active St. Vrain Valley regular teachers effective for the 2015-16 school year only. These guidelines are not intended for any other purpose and do not modify other past practices or District policies.

Guidelines for initial placement of existing, active regular teachers on the New Salary Schedule for the 2015-16 school year:

Current certified teachers in St. Vrain Valley Schools (who held a regular teacher position and worked 92 or more work days in 2014-15) who have been offered and accepted a regular teacher contract for 2015-16 will be placed on the new salary schedule in 2015-16 (prior to any negotiations for the 2015-16) from their current step as follows:

- Regular teachers hired prior to the 2010-11 school year and continuously employed in St. Vrain Valley Schools since then may receive up to no more than three years of St. Vrain teaching experience. A teacher must have worked in a regular teacher position for 92 or more work days per year during the 2009-10, 2010-11, and/or 2011-12 school years.

- Teachers newly hired in a regular teacher position for the 2010-11 school year and continuously employed in St. Vrain Valley Schools since then may receive in 2015-16, up to no more than two years of St. Vrain teaching experience for 2011-12 and 2012-13 school year if they had a regular teacher position and worked for 92 or more work days per year for the 2010-11 and/or 2011-12 school years, plus up to no more than one year experience credit from prior qualified experience not credited at hire.

- Teachers newly hired in a regular teacher position for the 2011-12 school year and continuously employed in St. Vrain Valley Schools since then may receive in 2015-16, up to no more than one year of St. Vrain teaching experience for 2012-13 school year if they had a regular teacher position and worked for 92 or more work days for the 2011-12 school year, plus up to no more than two years of experience credit from prior qualified experience not credited at hire.

- Teachers newly hired in a regular teacher position for the 2012-13, 2013-14, or 2014-15 school year may receive in 2015-16 up to no more than three years of experience credit for prior qualified experience not credited at hire. If these teachers are non-renewed at the end of 2014-15 and rehired for the first teacher contract day of 2015-16, then they maintain their initial placement on the new salary schedule (and any step granted from negotiations for 2015-16 if they worked for 92 or more work days in 2014-15). If these teachers are non-renewed at the end of 2014-15 and rehired as a Late Hire for 2015-16, their salary will be set as an initial hire in 2015-16 which is consistent with past practice.

After the 2015-16 negotiated compensation agreement, if a teacher’s cell placement amount on the new schedule in 2015-16 indicates a lower amount than their cell placement amount on the 2014-15 salary schedule for the same position and hours, the District will make up the difference in the form of a one-time extra pay 2015-16, in proportion to their FTE. This pay is considered part of their salary and is PERA-includable.
7. **APPENDIX A LANGUAGE.** Articles 1 and 2 of Appendix A shall be amended as follows:

1. **GENERAL PROVISIONS**

1.1 Payment for annual experience increments, if any, shall be effective as of August 1. Annual experience increments shall not be provided at the beginning of the 2010-2011, 2011-2012, and 2012-2013 school years. For example, a teacher on BA—Step 3 during the 2009-2010 school year shall remain on BA—Step 3 for the 2010-2011 school year, the 2011-2012 school year, and the 2012-2013 school year.

1.2 The parties agree that for purposes of calculations and negotiations of subsequent Classroom Teachers' Salary Schedule, Step 1 of the BA lane, with an index of 1.0, of said schedule shall be considered as the Base of the schedule.

1.3 The parties acknowledge that the severe economic conditions in the State of Colorado negatively impact the District's fiscal sustainability such that the parties agree to temporarily deviate from the past practices associated with compensating teachers through the negotiated Classroom Teachers’ Salary Schedule during the term of this agreement.

1.3.1 Temporary steps were created when teachers were transitioned to the District’s new salary schedule for the beginning of the 2015-16 school year. This is the only year that teachers could have been placed on a temporary step. Under no circumstances after placement as a result of the 2015-16 negotiated agreement, will a teacher be able to move into a temporary step, and the maximum step is the last non-temporary step in the lane.

1.3.2 The temporary steps are as follows:

- **BA:** Steps 11-13;
- **BA+20:** Steps 15-17;
- **BA+40:** Steps 17-19;
- **MA:** Steps 19-21;
- **MA + 20:** Steps 20-22;
- **MA+40:** Steps 21-23;
- **MA+60:** Steps 21-23; and,
- **MA+80/DR:** Steps 22-24;
1.3.3 For the 2015-16 through 2019-20 school years, increases, if any, to the salary amounts for the temporary steps shall be calculated at a reduced rate, depending on the lane:

- BA: 0% of Base increase;
- BA+20: 50% of the Base increase; and,
- All other education lanes: 75% of the Base increase.

1.3.4 Beginning in the 2020-21 school year, the base increase, if any, will no longer affect the temporary step. In other words, the amount in the temporary steps as of 2019-20 shall not increase, except as stated in Section 1.3.5 below.

1.3.5 If the maximum non-temporary step cell amount will become greater than one or more of the temporary step(s) cell amount in that lane, then the temporary step(s) will be increased to match the maximum non-temporary step for that lane.

1.3.6 Expiration of Temporary Steps in the Future. Temporary steps shall expire and be removed from the salary schedule when no teachers remain in any of the temporary steps in the lane and no teachers remain in any temporary steps in any of the lanes to the left of the lane.

2. INITIAL SALARY SCHEDULE PLACEMENT FOR NEW HIRES

2.1 Credit for Prior Experience

2.1.1 The District shall only grant credit for previous teaching experience with a B.A. or higher degree.

2.1.2 The District shall grant one step on the salary schedule for each year of previous teaching experience up to a maximum of step 10; provided, however, that no annual experience step shall be provided for any school year when annual experience increments have not been provided for all current District teachers pursuant to the Teacher Salary Schedule. For example, in a year that annual experience increments are provided for all current District teachers, a teacher new to the district with three years of previous teaching experience hired by the District will be placed on step 4 in the appropriate column. And in a year that annual experience increments are not provided for all current District teachers, a teacher new to the District with three years of previous teaching experience hired by the District will be placed on step 3 in the appropriate column. The intent when granting credit for previous experience is to place newly hired teachers on the same step as a District veteran teacher who did not receive an annual experience increment for the 2009-2010, 2010-2011, and 2011-2012 school years. Beginning in the 2015-16 school year, teachers will receive one step for each year of prior qualified teaching experience, up to a maximum of six years (to be placed at a maximum of step 7).

2.1.3 Nothing in this section shall change how teachers were granted prior qualified experience step credit prior to the 2015-16 school year.
2.2 Horizontal Placement

2.2.1 The District shall only grant credit for initial horizontal placement based on earned undergraduate or graduate credit which is granted by an institution of higher education accredited by the North Central Association or by a comparable accredited agency, and which is based on traditional requirements for the earning of credit including, but not limited to, class attendance, out-of-class preparation, and successful completion of the course.

2.2.2 All credits shall be submitted on original transcripts.

8. SALARY NEGOTIATIONS. Appendix F shall be amended as follows:

1.1 It is understood that this Agreement expires June 30, 2016. All compensation and insurance matters including whether education lanes and an experience step shall be granted or withheld will be subject to negotiations for the 2015-16 school year. Additionally, the parties will continue discussions regarding changes to the salary structure. The Association or the District may follow the process set forth in Article 4 to conduct negotiations concerning a successor agreement not later than March 1, 2015.

1.2 Pursuant to Section 22-32-110(5), C.R.S., the Superintendent and Board may also reopen a portion of negotiations related to salaries and benefits as may be necessary as a result of the legal budget adoption process. The negotiations conducted then shall be commenced not later than 15 calendar days from the request to open negotiations and negotiations shall terminate not later than 45 calendar days after such request. The parties may extend the termination date by mutual consent. It shall be the duty of both parties to negotiate in timely fashion and good faith. Notwithstanding the dates above, the procedures set forth in Article 4 shall apply. To the extent that this Agreement creates a multi-fiscal year financial obligation for the District which would be subject to TABOR, these financial obligations shall be subject to annual appropriation pursuant to Article XX, Section 10 of the Colorado Constitution.

9. INSURANCE. Article 33 shall be amended as follows:

33.1 Regardless of the actual insurance plan selected by the teacher, the monthly teacher contribution toward the cost of employee-only coverage may be up to three percent (3%) of the monthly premium for the highest cost employee-only plan offered by the District. The District will contribute the remaining monthly premium for the employee-only plan. Any teacher contribution increase will be effective January 1, 2016 through December 31, 2016. The specific District contribution amount is dependent upon the actual insurance plan selected by the teacher. For the 2015-2016 school year, the District will contribute up to $7,712 per year toward the cost of employee only health insurance coverage under the District’s group health insurance plan for each teacher enrolled in the District’s plan. Currently, teachers contribute $5 (Kaiser) or $15 (CIGNA) per month toward the cost of employee only coverage, depending upon the actual plan selected by the teacher. The teacher contribution amounts shall remain in effect through the 2014-2015 school year. The specific District contribution amount is dependent upon the actual insurance plan selected by the teacher.

33.2 The District will contribute up to $372 per year, or the employee-only rate, whichever is lower, toward the cost of dental insurance coverage under the District’s group dental insurance plan for each eligible teacher who enrolls for such coverage.
33.3 The District will contribute up to $123.00 per year at the rate of up to $10.25 per month toward the cost of $40,000 accidental death and dismemberment and life insurance coverage under the District’s group insurance plan for each eligible teacher who enrolls for such coverage.

10. TEACHERS ON LEAVE. Article 23.6 shall be amended as follows:

Teachers granted leave shall not be granted step changes on the salary schedule unless the leave was for less than a semester of the regular school year teacher worked a minimum of 92 work days during the regular school year.

11. DISTRICT SERVICE PAY. Article 5 in Appendix A shall be amended as follows:

All teachers who meet the continuous service requirements listed below as certificated employees of the District will receive a lump sum payment. Such payment will be made in June of each year. THIS PAY IS CONSIDERED PART OF THEIR SALARY FOR WORK PERFORMED AND IS PERA-INCLUDABLE.

22 -24 years of continuous service = $1,400 annually
25 and greater years of continuous service = $3,400 annually

5.1 Teachers who have previously participated in the Career Longevity Stipend program will receive $1400 annually regardless of their years of experience.

12. ANNUAL LEAVE. Article 21.1 shall be amended as follows:

21.1 Seventy-seven hours of annual leave will be granted during each year of employment to be used at the professional discretion of the teacher. Hours will be pro-rated for part-time employees. In the spirit of collaboration and in recognition of the important role that teachers play in providing a quality education, teachers will make every effort to avoid taking annual leave the last day before or the first day after a holiday or period of school intermission. In the event such an absence is unavoidable, the teacher shall communicate with their administrator as soon as possible in order to minimize the disruption to the learning environment.

13. SUPERVISION AND EVALUATION. Article 6 shall be amended to include a new Article 6.1, 6.2, and 6.5 as follows:

6.1.1 Consistent with state law, the purpose of Supervision & Evaluation is to promote the growth and development of students, teachers, and leaders. This process shall serve as a basis for the continuous improvement of professional practice and student learning. Based also on the Colorado State Model Evaluation System, the evaluation process serves as an annual measurement and documentation of professional practice RUBRIC (50%) and multiple measures of student academic growth MEASURE OF STUDENT LEARNING (MSLs) (50%) to determine an ineffective, partially effective, effective or highly effective performance evaluation FINAL END OF YEAR REVIEW REPORT rating at the end of each academic year.

6.1.4 IF WHEN a formal observation is conducted, the observation shall be a minimum of twenty minutes. These classroom visits shall be conducted with the knowledge
of the teacher whose classroom teaching performance is being observed. Evaluators shall not be required to give prior notice to the teacher of such visits. A face-to-face post-observation conference shall be held within seven working days of the observation.

6.1.5 A walk-through is a focused classroom visit for a brief period of time supported by documentation provided to the teacher by the evaluator within seven WORKING days of the visit, including but not limited to reflection and/or opportunity for conversation about teaching and learning. A walk-through is considered one type of informal observation.

6.1.6 Formal and informal observation data will be written and provided to teachers in a timely manner and recorded and shared in writing or in the online evaluation management system and MAY BE tagged to specific standards. The teacher has the right to respond to the data shared either in writing or electronically.

6.1.8.3 No evaluation information shall be gathered by electronic recording devices without the consent of the licensed personnel TEACHER being evaluated.

6.1.12 “Probationary teacher” is a teacher who has not completed three full years of continuous employment AT 58 FTE OR MORE with the employing school district and who has not been reemployed for the fourth year, or a non-probationary teacher after being WHO HAS BEEN rated less than effective after FOR two consecutive years.

6.2.1 All probationary teachers (first three years in district) shall receive a minimum of two formal observations and an End of Year Review Report every academic year. All non-probationary teachers (beginning of fourth year in the district) shall receive an End of Year Review Report every year based on the data and information collected through the Colorado Model Evaluation System, and that includes a minimum of one formal observation AND ONE INFORMAL OBSERVATION.

6.2.2 By September 10 15, the assigned evaluator/administrator shall meet with the teachers being evaluated to explain the supervision and evaluation process, including a review of the required steps, timeline for completion and an overview of the online management system that will be used to document the evaluation process. Teachers being evaluated will be provided with electronic access to a copy of the specific Rubric For Evaluating Colorado’s Teachers that will be assigned to them and data collection sources to be used will be identified. Guidance on the development and recording of individual Measures of Student Learning (MSLs) will also be provided. Attendance and participation at this meeting will be documented.

6.2.2.1 By September 15 30 each teacher will complete a teacher self-assessment and is encouraged to share a copy with the assigned evaluator/administrator.

6.2.2.6 By April 20, the evaluator shall complete and share with the teacher an Initial End of Year Review Report based upon the information and data collected. The Initial End of Year Review Report shall contain a copy of the final ratings on the assigned Rubric for Evaluating Colorado’s Teachers measuring the professional practices of the teacher, a summary of strengths and weaknesses, professional growth recommendations, the dates of at least two documented classroom visits, a recommendation for teacher employment for the following academic year, the dated
signatures of both the teacher and the evaluator, and the option of a teacher response. A teacher or evaluator may request a meeting to discuss the Initial End of Year Review Report. Should the teacher not agree on the final ratings in the Initial End of Year Review Report, the teacher shall provide additional evidence or artifacts to the evaluator and then request a meeting to review this information. This meeting shall be held within seven working days of receiving the Initial End of Year Review Report. A decision on the evaluation final professional practices ratings final INITIAL END OF YEAR REVIEW REPORT shall be given to the teacher during this meeting. The teacher shall sign the Initial End of Year Review Report. The teacher's signature indicates only that the teacher has received, read, and had the opportunity to discuss the Initial End of Year Review Report. The teacher may choose to respond in writing to the Initial End of Year Review Report within ten working days and this response shall be attached to the Initial End of Year Review Report.

6.2.2.7 By May 15, the evaluator shall review the final data provided by the teacher regarding the Measures of Student Learning (MSLs) to establish final MSLs ratings. A copy of the Final End of Year Review Report, including the final professional practices ratings, final MSLs ratings, the final overall rating, and the dated signatures of both the teacher and the evaluator, shall be prepared, attached to the Initial End of Year Review Report and shared with the teacher. A teacher or evaluator may request a meeting to discuss the Final End of Year Review Report. Should the teacher not agree on the final MSLs rating in the Final End of Year Review Report, the teacher shall provide additional data to the evaluator and then request a meeting to review this information. This meeting shall be held within seven working days of receiving the Final End of Year Review Report. A decision on the evaluation final MSLs rating shall be given to the teacher during this meeting. The teacher shall sign the Final End of Year Review Report. The teacher's signature indicates only that the teacher has received, read, and had the opportunity to discuss the Final End of Year Review Report. The teacher may choose to respond in writing to the Final End of Year Review Report within ten working days and this response shall be attached to the Final End of Year Review Report.

6.2.2.8 A copy of the Initial and final evaluation FINAL END OF YEAR REVIEW report, including any teacher response, shall be submitted to human resources and placed in the teacher's personnel file.

6.2.4 NON-PROBATIONARY TEACHERS WITH ACCOMPLISHED AND/OR EXEMPLARY RATINGS ON THEIR INITIAL END OF YEAR REVIEW REPORT FOR TWO (2) CONSECUTIVE YEARS AS A NON-PROBATIONARY TEACHER MAY CARRY FORWARD THE RATINGS ON THEIR INITIAL END OF YEAR REVIEW REPORT FOR THE SUBSEQUENT TWO (2) YEARS, SUCH TEACHERS MAY BEGIN A CYCLE OF UPDATED PROFESSIONAL PRACTICES RATINGS EVERY THIRD YEAR, SO LONG AS THEY MAINTAIN A FINAL END OF YEAR REVIEW REPORT RATING OF EFFECTIVE AND/OR HIGHLY EFFECTIVE. THE DISTRICT SHALL RETAIN THE RIGHT TO INITIATE AN ANNUAL FULL EVALUATION OF ANY TEACHER, TO INCLUDE NEW PROFESSIONAL PRACTICES RATINGS.

6.5 Appeals Process (applies to non-probationary teachers only)
6.5.1 All final end of year report performance evaluation ratings shall be provided to teachers no later than May 15.

6.5.2 Upon receipt of the performance evaluation rating FINAL END OF YEAR REVIEW REPORT RATING of a second consecutive year with a rating of "partially effective" or "ineffective" the teacher will have fifteen (15) school days to file A WRITTEN INTENT TO APPEAL THE FINAL END OF YEAR REVIEW REPORT RATING, AND AN ADDITIONAL 30 CALENDAR DAYS TO FILE THE WRITTEN appeal of their rating, and the ENTIRE process is to be completed WITHIN forty-five (45) NINETY (90) school CALENDAR days. These time requirements may be waived by mutual agreement of the teacher and the District. THE WRITTEN INTENT TO APPEAL AND THE WRITTEN APPEAL MUST BE FILED WITH BOTH THE PRINCIPAL AND HUMAN RESOURCES DESIGNEE.

6.5.3 A teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived. ANY GROUNDS NOT RAISED AT THE TIME THE WRITTEN APPEAL IS FILED SHALL BE DEEMED WAIVED.

6.5.4 The grounds for an appeal shall be limited to the following:

- THE PROCESS WAS NOT FOLLOWED AS OUTLINED IN ARTICLE 6.2 AND/OR
- THE TEACHER DISPUTES THE FINAL END OF YEAR REVIEW REPORT RATING OF PARTIALLY EFFECTIVE OR INEFFECTIVE.

6.5.5 Any documents and/or proceedings related to the appeal process shall be confidential.

6.5.6 The appeal will be filed with HUMAN RESOURCE DESIGNEE WILL SUBMIT THE APPEAL TO the Superintendent.

6.5.7 The Superintendent shall notify the appeals panel, which will set a date and prepare to conduct the hearing to be finalized within forty-five (45) school NINETY (90) CALENDAR days FROM THE DATE THE TEACHER RECEIVED THEIR FINAL END OF YEAR REVIEW REPORT.

6.5.8 Appeals shall be decided in an advisory manner, by a five-member labor-management panel consisting of two (2) representatives designated by the Association President or his designee, two (2) representatives designated by the Superintendent or his designee and a fifth member jointly selected by the Association and school District. The decision RECOMMENDATION of the labor management advisory panel will be provided to the Superintendent who shall have final authority to make the final decision.

6.5.8.1 If the Association and school District are unable to mutually select the fifth panel member with in five (5) school CALENDAR days, the panel shall remain at four (4) members.
6.5.8.2 All panelists appointed by the Association and District shall be certified evaluators trained by CDE or trained by mutually agreed upon third party.

6.5.8.3 The panelist shall serve a three (3) year term.

14. TEACHER HOURS AND LOADS. Article 8 shall be amended as follows:

14.1 The following shall be deleted from Article 8:


14.2 Article 8.10 shall be amended as follows:

8.10 Teachers are required to participate in up to two (2) three (3) hours per month (during the months of September, October, November, January, February, March, and April) in through May of meetings that are directly tied to school/district goals. Teachers are required to participate in up to two (2) hours per month in the months of December and May in meetings that are tied directly to school/district goals. One hour of said months will be teacher directed collaborative time as related to their professional responsibilities. The remaining hours will be supervisor directed. The final decision regarding the plan for the use of this time will be made by the supervisor and building leadership team using the Collaborative Decision Making Process in Article 39. At least five (5) days' notice of the date and time of such activities shall be provided and such activities shall be contiguous with the work day.

8.10.1 At the beginning of each year, a general plan for how the two (2) hours of supervisor directed meeting time is to be spent will be created using Article 39. The general plan shall be shared with staff by the September late start day. The general plan may be revised as necessary during the school year. At least five (5) days' notice of the date and time of such activities shall be provided and such activities shall be contiguous with the work day.

8.10.2 One (1) of the two (2) hours shall be supervisor directed meeting time and one (1) of the two (2) hours shall be teacher directed collaborative meeting time determined in conjunction with the required general plan created in accordance with Article 8.10.1. Teachers will determine when and where they will meet, along with how they will implement the plan for this collaborative time. At least five (5) days' notice of the date and time of such activities shall be provided to all participants and the principal.

8.10.3 Two (2) of these hours may be used one (1) time per year for required attendance at one (1) showcase event (open house at the secondary levels, parent update meeting at the elementary level, and focus school event). The final decision regarding changes in the use of this time will be made using the Collaborative Decision Making process in Article 39 and included in
the required general plan,

14.3 Article 8.11 shall be amended as follows:

8.11 Within the school year calendar, there shall be five days designated as Teacher Work Days, the use of which shall be determined by the teacher, except as set forth below in 8.11.1 and 8.11.2. However,

8.11.1 During the first three (3) Teacher Work Days, up to one and one half (1.5) hours within the contract day may be used for staff meetings and up to three and one half (3.5) hours for district-directed professional development/collaboration in accordance with Article 39.

8.11.2 Of these five (5) Work Days teachers are not expected to remain at school during two (2) of these Work Days/Flex Place as designated in the building calendar not later than June 30th each year with written notice to staff. Work Day/Flex Place days will be full days. Use of such days shall be determined by the teacher. Upon written notice by September 30th of each year, the District or building administrator may trade work days with professional development/compensation days so long as the total number of work days is not reduced.

14.4 Article 8.12 shall be amended as follows:

8.12.1 Each Late Start will be a minimum of two and a half hours (2.5) in duration within the contract day and take place prior to the student start time. This time shall be dedicated to District and Building goals. The final decision regarding this time will be made using the Collaborative Decision Making Process in Article 39.

8.12.1.1 At the secondary level at least 45 continuous minutes of this time shall specifically be used for building department or team collaboration as determined by the teachers. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

8.12.2 8.12.1.2 Elementary teachers shall have an individual plan period of at least 45 continuous minutes during the hours of each Late Start time. Secondary teachers shall receive individual plan time that is commensurate with the scheduled class time after Late Start time.

14.5 Article 8.13 shall be amended as follows:

8.13 The Association and the District recognize that maximum attention to the students by the teacher is desirable to ensure high quality education and reasonable class size in an essential means to this end.

8.13.1 The building/department leadership team shall be responsible for Administration will work collaboratively with departments, district level staff, and/or
the building leadership team to reviewing class size/case load overages to develop requests for additional FTE, including the rationale and proposed use of the requested FTE. Requests shall be submitted by the building or department administrator to the appropriate Area Assistant Superintendent and human resources administrator. Administration will communicate with staff as part of this process.

8.13.2 Requests for resolving class size/case load overages shall be reviewed by the Area Assistant Superintendent and human resources administrator to determine if the request merits moving forward to the Superintendent’s Cabinet for final consideration of approval.

8.13.2.1 The requesting building/department leadership team building or department administrator shall be notified of the decision to advance the request to the Superintendent’s Cabinet for consideration.

8.13.2.2 The Association President shall also be notified of the decision to advance the request to the Superintendent’s Cabinet for consideration and invited to attend the meeting when the request is considered.

8.13.2.3 The decision of the Superintendent’s Cabinet regarding the request for additional FTE shall be shared with the building/department leadership team building or department administrator following the meeting.

8.13.2.3 The decision of the Superintendent’s Cabinet regarding the request for additional FTE shall be shared with the building/department leadership team building or department administrator following the meeting.

15. MEMORANDUM OF UNDERSTANDING TO PILOT CLIMATE SURVEY FOR 2015-16 SCHOOL YEAR. The parties agree that the following Memorandum of Understanding regarding a building climate survey will be piloted for the 2015-16 school year and shall be included in the Agreement in Appendix J:

**MEMORANDUM OF UNDERSTANDING**

Staff Feedback to Building/District-Level Department Administration:

To maintain highly effective schools and programs, and to increase communication between licensed staff and administration, SVVSD and SVSEA agree to enter into this Memorandum of Understanding to pilot a survey for the 2015-16 school year. This building/District-level department survey will be an anonymous online survey administered by the SVVSD Department of Human Resources and will meet the following criteria:

1. The survey will include three open-ended building climate questions:
   A. What is working well in your school?
   B. What are areas of concern?
   C. What thing, if changed, would most improve the success of your school?
2. The survey will be made available to all licensed employees for a window of the four weeks preceding winter break.

The responses from the survey will be shared with and discussed with building/District-level department employees in a meeting by spring break. Use of a facilitator is encouraged.

16. OTHER PROPOSALS/COUNTERPROPOSALS. The teams agree that all other proposals and/or counterproposals made by either team which is not specifically mentioned above have been withdrawn from consideration. All other provisions of the Agreement shall remain in full force and effect.

17. DATED. May 11, 2015.

ST. VRAIN VALLEY EDUCATION ASSOCIATION

By

Trip Merklein, President

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By

Ella Padilla, Spokesperson

Attachment: 2015-16 Salary Schedule; Rationale; Details; Step and Lane Increment Schedule; Schedule Design Configuration
Why is there a new salary schedule?
1. The old salary schedule structure has prevented us from granting experience steps and growing the base at times. No other Front Range district is using this “5x5” schedule because of the built-in 5% multiplying factor. The following are the effects of a 5x5 schedule:
   a. Every $1.00 added to the base (BA, Step 1) added $2.20 at the top of the MA+60 lane (MA+60, Step 20).
   b. To increase the base on the existing schedule by $5,000, the top experience steps would increase by $11,000, illustrating inequitable distribution through the salary schedule.
   c. Over time the gap between starting and ending salary has grown dramatically (2002-03 to 2014-15 base pay has grown by $5,706 while the top end has grown by $12,552).
2. Experience step costs alone are in excess of $3 million and growing each year.
3. In times of decreased per pupil revenue, experience steps have been harder to fund.
4. The forecasted annual per-pupil revenue increase from the state continues to be limited.
5. As a result of the recession and decrease in per-pupil funding from the state, and per the negotiated agreement, teachers were not granted up to three steps and newly hired teachers had their years of experience decreased by up to three years for placement on the schedule.

Implementation of the new salary schedule
1. In order to implement (place teachers appropriately) the new salary schedule, the District will infuse between 3 and 4 million dollars into the new certified salary schedule prior to any 2015-16 negotiated increases.
2. The new salary schedule is not a cost-savings measure designed to reduce the amount of total compensation, but rather to re-distribute dollars more equitably for all certified teachers and increase the base salary more quickly than the old schedule.
3. One of the goals of the new salary schedule is to be able to grant an experience step and increase the base annually. The District and SVEA have a shared goal of getting the base to $40,000 as soon as fiscally feasible and responsible.
4. The new schedule provides for initial placement and subsequent advancement within a salary schedule leading to a more competitive level of career earnings over time.

Features of the new schedule
1. Experience steps and lanes are fixed amounts in order to make the salary schedule more sustainable and to distribute base increases more equitably.
2. Incentives for continuing education
   a. Additional education lane compensation for teachers with Masters and Masters+80 credits.
   b. The value of an experience step increases laterally to encourage educational movement across the schedule.
3. Sustainable experience steps potentially allow for enhanced base increases.
4. Base increases are more equitable because each cell increases by the same dollar amount, with the exception of temporary (yellow) steps.
5. New types of experience steps
   a. Non-temporary steps
      i. Developmental (blue) Steps
         1. The developmental steps (steps 1-4) were introduced to provide
            experience-based increases appropriate for teachers who are still in
            the formative years of their teaching career.
      ii. Career Interval (green) Steps
         1. Career interval steps (larger dollar value step) are added at the 5th and
            10th experience step to boost earnings and to reward and encourage
            teachers for their dedication and loyalty to teaching in St. Vrain.
      iii. Standard (white) Steps
         1. The value of standard step increase across lanes to incentivize
            educational movement across the schedule.
      iv. Additional information about non-temporary steps (Developmental, Career
           Interval, and Standard):
         1. Teachers placed in the non-temporary cells for the 2015-16 year will
            remain in the non-temporary cells.
         2. Teachers at the maximum step in their lane in the non-temporary cells
            (i.e. BA step 10 or MA+20 step 19) will receive the full base increase,
            if any, negotiated in each subsequent year.
         3. As has been the historical practice, one-time extra pay the equivalent
            of a standard step may be negotiated each year for the teacher at the
            maximum step in the non-temporary cells. This will be part of their
            salary and is PERA-includable.
   b. Temporary (yellow) Steps
      i. The temporary (yellow) steps were created to safeguard long-term certified
         staff who were maxed out on the old salary schedule and otherwise would not
         benefit from the new salary schedule.
         1. The temporary (yellow) steps will receive a percentage of the base
            increase that the standard (white) steps receive for 2015-16 through
            2019-20. After this five year period, the temporary (yellow) steps will
            no longer receive this negotiated base increase, in order to allow the
            standard (white) steps to catch up to the temporary (yellow) steps. It is
            the intent that no temporary (yellow) step is less than other non-
            temporary steps in that lane.
         2. Teachers may move across the yellow lanes with educational credits
            and have the possibility of moving across the lanes and back into the
            white standard steps.
         3. Once a teacher moves back into the white standard steps, they are no
            longer eligible to move back into the temporary (yellow) steps.
2015-16 NEW CERTIFIED SALARY SCHEDULE DETAILS

The following agreement outlines the details and specifics for the implementation and adoption of a new certified salary schedule for the St. Vrain Valley Schools starting in fiscal year 2015-16. This new salary schedule was developed jointly by members of the St. Vrain Valley Education Association and the St. Vrain Valley School District administration.

For the purposes of this document, “educational lanes” or “lanes” refers to columns, and “experience steps” or “steps” refers to rows of the salary schedule.

1. Effective Date:
   a. The new salary schedule will be effective beginning July 1, 2015 for Fiscal Year 2015-16 and all subsequent years unless modified by the Board of Education.

2. General characteristics of the new salary schedule
   a. Lane (Column) Characteristics
      i. The schedule will consist of 8 educational lanes:
         1. Bachelor’s Degree (BA)
         2. Bachelor’s Degree + 20 Credits (BA+20)
         3. Bachelor’s Degree + 40 Credits (BA+40)
         4. Master’s Degree (MA)
         5. Master’s Degree + 20 Credits (MA+20)
         6. Master’s Degree + 40 Credits (MA+40)
         7. Master’s Degree + 60 Credits (MA+60)
         8. Master’s Degree + 80 Credits/Doctorate (MA+80/Dr)
      ii. When comparing Step 1 across educational lanes, each subsequent educational lane will be $1,500 higher than the previous educational lane.
   b. Step (Row) Characteristics
      i. The schedule will consist of up to 21 (+3 temporary) steps, depending on the lane. The total number of steps in each lane are as follows:
         1. BA: 10 steps (+3 temporary)
         2. BA+20: 14 steps (+3 temporary)
         3. BA+40: 16 steps (+3 temporary)
         4. MA: 18 steps (+3 temporary)
         5. MA+20: 19 steps (+3 temporary)
         6. MA+40: 20 steps (+3 temporary)
         7. MA+60: 20 steps (+3 temporary)
         8. MA+80/Dr: 21 steps (+3 temporary)
      ii. Steps will be classified into one of four different categories with a step interval as specified:
         1. Developmental (Blue) Steps (Steps 1-4)
            a. Step interval: $1,000
         2. Career Interval (Green) Steps (Steps 5 and 10)
            a. Step 5 Interval: $2,000
            b. Step 10 Interval: $2,500
3. Temporary (Yellow) Steps (shaded and bolded in Master Agreement salary schedule)
   a. Initial step Interval: $1,350 for first two yellow steps in each lane; $1,350 for final yellow step in BA and AB+20 lanes; $2,250 for final yellow step in BA+40 through MA+80/DR lanes.
   b. Temporary step intervals may be affected by the amount of the base increase in any given year. (See “Temporary Step Characteristics” section below)
4. Standard (White) Steps (All remaining steps not classified above). Intervals vary by lane:
   a. BA: $1,000
   b. BA+20: $1,400
   c. BA+40 through MA+40: $1,450
   d. MA+60 through MA+80/Dr: $1,500

3. Base salary increases
   a. The base starting salary (BA Step 1) for the new schedule, prior to any negotiated base increases for 2015-16, will be $35,000. Attached is an example of the schedule design configuration with a base of $35,000.
   b. Future increases to the base may be negotiated each year by the SVVEA and the District as part of the total compensation package.
   c. Because of the structure of this new salary schedule (see “General Characteristics” section above), with the exception of the temporary (yellow) cells, future negotiated increases to the base salary (BA Step 1) will affect all cells on the salary schedule with the same dollar amount.

4. Salary increases for teachers at the maximum step in their lane:
   a. As has been the historical practice, one-time extra pay (equivalent of a standard step) may be negotiated each year for teachers at the maximum step. This will be considered part of their salary and be PERA-includable. Teachers will be eligible for this one-time extra pay when:
      i. They have reached their maximum possible step (temporary or not) in a given lane, and
      ii. They were in that same cell on the salary schedule the previous year, and
      iii. It is negotiated each year by the SVVEA and the District as part of the total compensation package.
   b. If one-time extra pay salary increases are included in the negotiated compensation in a given year, amounts are as follows (pro-rated according to FTE), unless negotiated otherwise:
      i. Maximum Non-temporary step: will receive the equivalent amount of the step interval for a Standard step in their lane.
      ii. Temporary (Yellow) step: $1,350

5. Temporary (Yellow) Step Characteristics
   a. Teachers may only be placed or move into the temporary steps at the beginning of the fiscal year 2015-16.
i. Under no circumstances after placement as a result of the 2015-16 negotiated agreement, will a teacher be able to move into the temporary (yellow) steps, and the maximum step will be the last non-temporary step in their lane.

ii. Step and lane movements for teachers in the temporary steps operate the same as in the rest of the salary schedule, unless a teacher moves out of a temporary (yellow) step into a standard (white) step due to an educational lane change. They will not be able to move back into the temporary (yellow) steps.

b. Salary increases for teachers at the maximum step in their lane:

i. As has been the historical practice, one-time extra pay (equivalent of a standard step) may be negotiated each year for teachers at the maximum step. This will be considered part of their salary and be PERA-includable. Teachers will be eligible for this one-time extra pay when:

1. They have reached their maximum possible step in a given lane, and
2. They were in that same cell on the salary schedule the previous year, and
3. It is negotiated each year by the SVVEA and the District as part of the total compensation package.

ii. Base increases for temporary steps

1. For fiscal years 2015-16 through 2019-20, base increases will increase the three temporary steps at a reduced rate, depending on the lane:
   a. BA: 0% of the base increase
   b. BA+20: 50% of the base increase
   c. All other lanes: 75% of the base increase

2. Starting in fiscal year 2020-21, base increases no longer affect the temporary steps, except as stated in section 3 below.

3. If the maximum non-temporary step cell amount will become greater than one or more of the yellow step(s) cell amount in that lane, then the temporary step(s) will be increased to match the maximum non-temporary step for that lane.

iii. Expiration of temporary steps in future years

1. Expiration of the temporary yellow steps in a particular lane will occur if there are no teachers remaining in any of the three temporary steps in that lane/column and there are no teachers remaining in any temporary steps in any of the lanes to the left of that lane.