



EMPLOYEE AGREEMENT

Between

The Association of Classified Employees

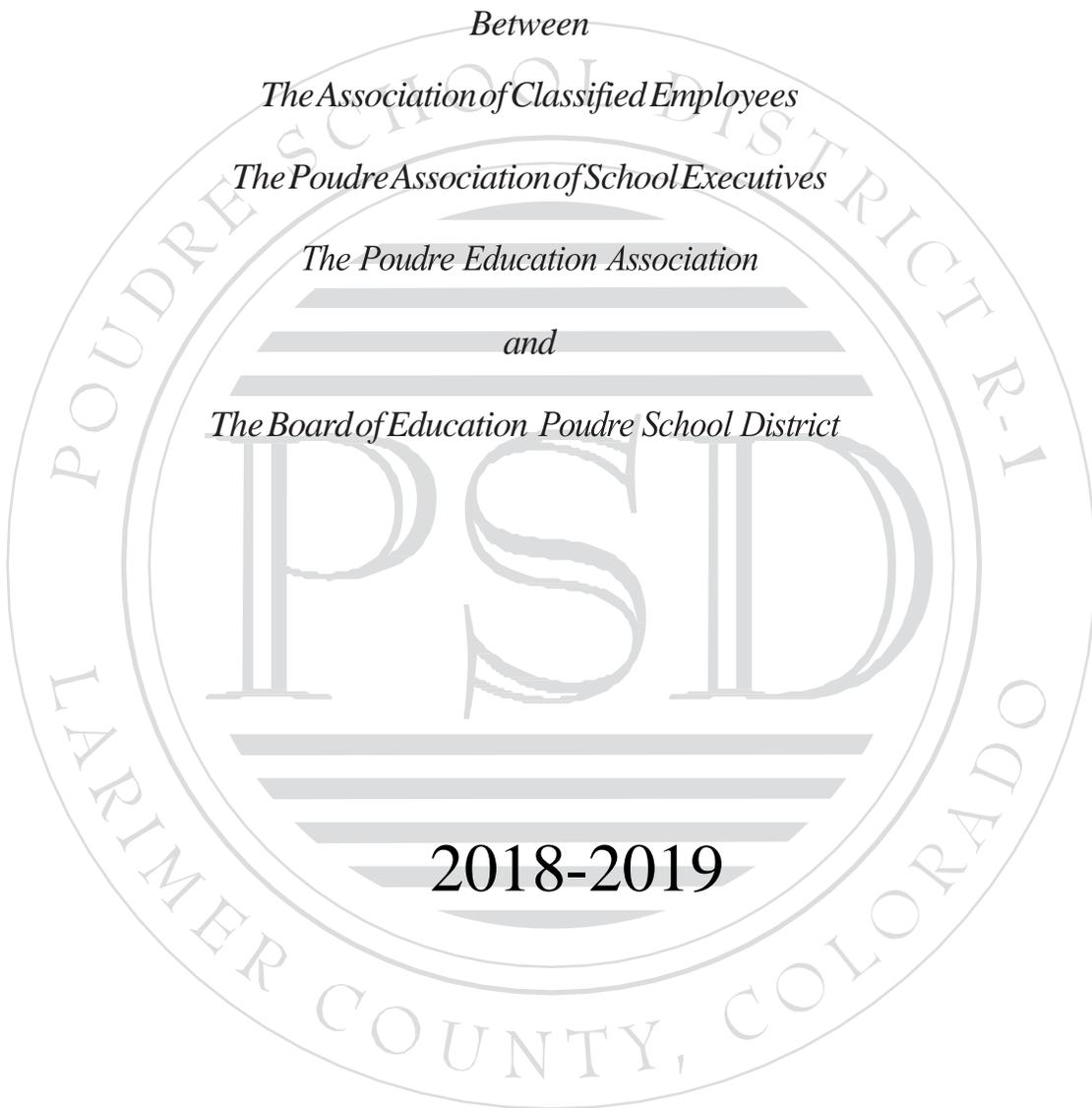
The Poudre Association of School Executives

The Poudre Education Association

and

The Board of Education Poudre School District

2018-2019



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PREAMBLE

We support the Poudre School District strategic mission and beliefs and acknowledge that they must serve as the framework for the present and future of our district.

Adopted: 11/92 Revised: 05/96

ARTICLE 1 – SHARED DECISION-MAKING

We recognize that there are a number of decision-making processes, any of which may be valid and effective in a given situation.

It is our belief that shared decision-making should be the predominant process in Poudre School District.

Shared Decision-Making is a process in which appropriate members of the school community collaborate in making decisions, each sharing the responsibility for the results.

Poudre School District encourages site decisions, and those decisions must:

- support the vision and goals of Poudre School District
- comply with Board of Education policies
- support the Poudre School District Ends
- comply with negotiated agreements
- comply with local, federal, and state laws

In addition, the site must not:

- implement a decision which would result in the site going into debt
- implement a decision that would negatively impact other sites

Adopted: 11/92 Revised: 05/96 Revised: 04/15

ARTICLE 2 - DEFINITIONS

- 2.1 **TEACHER**
The term *Teacher* shall mean all non-administrative personnel required to hold a teacher license or a special service provider license and defined under CRS Article 22-60.5-102 in the Colorado Educator Licensing Act. The parties agree that other non-administrative/supervisory licensed personnel who are paid on the teachers' salary schedule may obtain representation by the Association.
- 2.2 **TOSA (TEACHER ON SPECIAL ASSIGNMENT)**
The term *TOSA* as used in this Agreement shall mean a licensed teacher working on a special and specific assignment, usually outside of the classroom.
- 2.3 **ADMINISTRATION/ADMINISTRATOR**
The term *Administration/Administrator* as used in this Agreement shall mean all licensed and non-licensed personnel in administrative or supervisory assignments in the district and whose salaries are determined by the Administrators/Professionals' Salary Schedule.
- 2.4 **PROFESSIONAL**
The term *Professional* as used in this Agreement shall mean all personnel with duties requiring advanced or very specialized education and training and that requires the exercise of discretion and judgment; or, consist of work requiring invention, imagination or talent in a recognized field of artistic or creative endeavor and whose salaries are determined by the Administrators/Professionals' Salary Schedule.
- 2.5 **CLASSIFIED**
The term *Classified* as used in this Agreement shall mean a collective body of persons whose pay is determined by the Classified Employees' Salary Schedule.
- 2.6 **BOARD**
The term *Board* as used in this Agreement shall mean the Board of Education of Poudre School District in the County of Larimer and State of Colorado.
- 2.7 **SUPERINTENDENT**
The term *Superintendent* as used in this Agreement shall mean the Superintendent of Poudre School District.
- 2.8 **ACE**
The term *ACE* as used in this Agreement shall mean the Association of Classified Employees. ACE is recognized as the exclusive representative of all classified personnel employed by the Board and whose salaries are

determined by the classified salary schedules.

2.9 PASE

The term *PASE* as used in this Agreement shall mean the Poudre Association of School Executives. PASE is recognized by the Board as the representative of all administrative and professional personnel, except those administrators who serve as members of the Superintendent's Cabinet.

2.10 PEA

The term *PEA* as used in this Agreement shall mean the Poudre Education Association. PEA is recognized by the Board as the exclusive representative of all licensed teachers employed by the Board and whose salaries are determined by the Teachers' Salary Schedule.

Revised: 04/17

2.11 EMPLOYEES:

2.11.1 Full-Time Employees

2.11.1.1 A full-time Administrative/Professional Employee shall be defined as one who works 90 consecutive days or more (excluding temporary, substitute employees on the "S" salary schedule, and/or any employees with variable working hours) with a contract of 100% (8 hours per day).

2.11.1.2 A full-time Licensed Teacher shall be defined as one who works 90 consecutive days or more (excluding temporary, substitute, employees on the "S" salary schedule, and/or any employees with variable working hours) with a contract of 100% (based on the then current licensed calendar).

2.11.1.3 A full-time Classified Employee shall be defined as one who works consecutive days (excluding temporary, substitute, employees on the "S" salary schedule, and/or any employees with variable working hours) in an assignment scheduled for 8 hours per day based on the then current standard classified calendar.

2.11.2 Part-Time Employees

2.11.2.1 A part-time Administrative/Professional Employee shall be defined as one who works 90 consecutive days or more (excluding temporary, substitute, employees on the "S" salary schedule, and/or any employees with variable

working hours) with a contract of less than 100%. This definition does not imply that all part-time employees are eligible for benefits.

2.11.2.2 A part-time Licensed Teacher shall be defined as one who works 90 consecutive days or more (excluding temporary, substitute, employees on the “S” salary schedule, and/or any employees with variable working hours) with a contract of less than 100%. This definition does not imply that all part-time employees are eligible for benefits.

2.11.2.3 A part-time Classified Employee shall be defined as one who works consecutive days (excluding temporary, substitute, employees on the “S” salary schedule, and/or any employees with variable working hours) in an assignment scheduled for less than 8 hours per day based on the then current standard classified calendar. This definition does not imply that all part-time employees are eligible for benefits.

Revised: 05/18

2.12 TEMPORARY CLASSIFIED EMPLOYEE

A temporary classified employee shall be defined as one who is paid from the “S” salary schedule, and/or any employee who does not have defined hours per day and days per year.

2.13 RETIREMENT

2.13.1 A retired employee is defined as a former employee who regularly receives benefits from PERA (Public Employees Retirement Association) or has completed 20 years of service with Poudre School District upon resignation or retirement.

2.13.2 An employee must notify the district of the intent to retire by the deadlines indicated in Administrative Regulations which may fluctuate from year to year.

2.13.3 Any employee eligible to receive a PERA retirement benefit may wish to consider a transitional retirement as described in Administrative Regulations and as allowed by state laws governing PERA.

Adopted: 11/92 Revised: 05/94 Revised: 05/96
Revised: 07/02 Revised: 07/03 Revised: 08/06
Revised: 08/07 Revised: 02/09 Revised: 04/15
Revised: 04/16 Revised: 04/17 Revised: 12/17

ARTICLE 3—GENERAL PROVISIONS

- 3.1 This Agreement shall contain the statements of mutual agreement made between the employee groups and the Board of Education.
- 3.2 This Agreement shall be governed by and construed in accordance with the Constitution and Laws of the United States and the Constitution and Laws of the State of Colorado. If any provision of this Agreement, or any application of this Agreement to any employee, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 3.3 The Board and the employee groups will carry out the commitments contained in this Agreement and give them full force and effect.
- 3.4 Any party to this Agreement may seek to open negotiations at any time to discuss changes or additions to the Agreement. Upon mutual consent, the Board and the employee groups may proceed with the intent of reaching agreement on such mutually agreed upon issues.
- 3.5 This Agreement shall not be amended except as agreed in writing which is duly executed and ratified by all parties.
- 3.6 The Board retains all rights granted by or otherwise existing under the Constitution and Laws of the United States and the Constitution and Laws of the State of Colorado, to the extent not abridged or abrogated by this Agreement.
- 3.7 This Agreement shall take effect on July 1, 2018 and shall expire at the end of the day on June 30, 2019.

Adopted: 11/92 Revised: 05/96 Revised: 05/08
Revised: 06/10 Revised: 05/12 Revised: 05/13
Revised: 05/14 Revised: 04/15

ARTICLE 4—NEGOTIATIONS PROCESSES AND PROCEDURES

4.1 NEGOTIATIONS BELIEF STATEMENTS

- 4.1.1 We believe that all decisions must be made with the best interest of students in mind.
- Each group will weigh the value of the issues and will willingly prioritize so that the end result will improve the educational opportunity for students.
 - If we have to face scarcity, the process will assist us in being creative in finding solutions to issues to provide the best education for students.
- 4.1.2 We believe that decisions must be made that value and empower employees.
- 4.1.3 We believe that a consensus process is the best way to resolve issues.
- The process will stay intact even while resolving the toughest issues.
 - The consensus process will work in times of scarcity and in times of plenty.
 - The process will be flexible and continually improved to meet the needs of the district and the community.
 - If consensus cannot be reached, we agree to seek alternative solutions.
- 4.1.4 We believe that decisions should be made through a collaborative and cooperative effort by all groups working together to create the best environment and conditions for education to take place.
- The consensus process will promote and enhance the "we" concept.
 - By improving our individual situation, we will find innovative ways to improve education no matter what the financial situation is.
 - All recommendations going to the Board of Education will be the result of consensus of all groups.
 - All participants in the process will have equal opportunity to access the information concerning the negotiation items.

Adopted: 11/92

4.2 STATEMENT OF INTENT

The consensus process will be used to promote negotiation and problem-solving activities and lead to voluntary, equitable agreements on a timely basis within an environment of trust and open communication. The purpose and focus of the annual employee negotiations process is salary, benefits and working conditions. It is understood and agreed that issues identified as topics for negotiations should be limited to issues related to salary, benefits

and working conditions.

4.3 REPRESENTATION

The consensus process will be used in negotiations. Four teams, one representing each employee group (Poudre Education Association, Association of Classified Employees, Poudre Association of School Executives) and one representing the Board of Education, will participate in the process. Each team will consist of a maximum of 12 members selected at the discretion of each team identified prior to the start of negotiations. In-district resource people will be agreed upon by the Superintendent and presidents of each team. Resource people will serve as advisory to all teams and will participate only in the topics related to their areas of expertise.

4.3.1 All negotiations participants will be expected to:

- Honestly communicate information and interests
- Participate openly in all negotiations sessions
- Seek consensus
- Be involved in committees

Negotiations leaders affirm the mission of PSD is service to students and understand participants need to complete jobs in a timely matter. It is also acknowledged that negotiations participants invest large amounts of time beyond regular working hours in behalf of the best interests of district employees.

If negotiations responsibilities frequently overlap with scheduled work hours, supervisors and negotiations participants should communicate about those constraints to reach a mutually agreeable balance between these two sets of expectations. The Executive Director of Human Resources, in consultation with the employee group presidents, will be available to discuss and, when necessary, mediate unresolved concerns between the employee and his/her supervisor.

Revised: 04/15

4.4 FACILITATOR

The selection of a facilitator or facilitators will be made by representatives of each employee group prior to each year's negotiation process. The facilitator deals with arrangements, interpretation of protocols, the group process, and conflict resolution, but does not offer content input on any issue under consideration.

4.5 ISSUES SETTING MEETING

All representatives of groups will participate in the Issues Setting meeting in which all issues from each group are formally introduced, clarified, and

assigned to appropriate committees. Subsequent whole group meetings will be held to hear committee reports, discuss proposed solutions, and reach agreement on solutions.

Issues not brought to the Issues Setting meeting can be brought forward only with the agreement of the majority of the negotiations groups.

All issues shall be introduced during the Issues Resolutions meetings prior to the Issues Setting meeting.

Revised: 04/15

4.6 SUBCOMMITTEES

District negotiations committees and subcommittees may be formed as the need arises. District subcommittees on negotiations related issues should have equal representation among the employee groups with representatives appointed by the respective employee group. Employee group presidents must approve the formation of all district negotiations related committees. In order to provide effective and consistent committee facilitation, whenever feasible and appropriate, district subcommittees and study groups established to address negotiations issues will be facilitated by a person trained in the consensus process.

A member of the negotiations team will present negotiations committee reports with the exception of the budget and benefits presentations. Any person not on the negotiations teams may present information in the negotiations sessions only if all groups are in agreement to allow the exception.

4.7 LARGE GROUP SESSIONS

At the large group session(s), committees will report optimal solutions to issues assigned to them. The large group will attempt to reach consensus on each of the issues. The Issues Resolution Group will be responsible for overseeing the completion and integration of each year's Memo of Understanding into the Employee Agreement.

4.8 REQUESTING A WAIVER FROM EMPLOYEE AGREEMENT LANGUAGE

When any group identifies a compelling need to request a waiver from Employee Agreement language, it must be based on one or more of the following criteria:

- Budget emergency
- Unique circumstance at a school or department
- Unintended, harmful consequences resulting from the implementation of Employee Agreement language

- Flexibility needed to keep Employee Agreement language from being a barrier to student achievement initiatives

The process to be used is outlined below:

- The Issues Resolution Group and the Superintendent or his/her designee identifies an Employee Agreement language issue that needs to be discussed for a possible waiver. The issue is put in writing by the group with the concern and shared with the Issues Resolution Group and the Superintendent or his/her designee.
- Data and information is gathered by the appropriate resource people to be sure all pertinent information is available for review.
- The entire Issues Resolution Group will review the information and draft a proposed solution.
- Any proposed solution will be shared with the appropriate representative leadership group of each Employee Group and the Superintendent or his/her designee.
- A waiver will only be granted, with the unanimous consent of the Issues Resolution Group and the Superintendent or his/her designee.
- If a waiver is granted, it will be communicated to all employees affected by the waiver.
- The waiver will be in effect until the issue can be presented at the next negotiations process for formal action.

Revised: 04/15

4.9 RATIFICATION OF SOLUTIONS

Before final adoption, a representative of each group will review and approve the language of all agreements, including salary/benefit changes and working conditions adjustments agreed upon by the Large Group. Each participating group will then recommend the agreement to their respective decisionmaking bodies for approval or ratification. Matters of policy and written agreement will then be presented to the Board of Education for final approval. This final agreement will be provided to the Board of Education and the administration prior to the Board of Education's formal vote on the negotiated agreement.

Revised: 04/16

4.10 UNRESOLVED ISSUES

The Large Group may agree to refer any unresolved issue back to the appropriate committee for further study. Committees that continue to work after the close of negotiations will be given a set timeline for reporting their recommendation(s) back to the large group. A special session of the large group may be called to reconsider any issue which was unresolved during the negotiations process. In the event that this second effort at resolving an issue is unsuccessful, then by consensus the negotiations group will determine and pursue an alternative method of resolution. Two methods have been established for the discussion and resolution of issues on an ongoing basis throughout the year.

- 4.10.1 Superintendent's Issues Resolution Group
Employee Groups, the Superintendent's Cabinet, and the Board of Education may bring issues to Superintendent's Issues Resolution Group through their representation on Superintendent's Issues Resolution Group. With the approval of Superintendent's Issues Resolution Group, issues may be referred to negotiations' standing committees or other groups in order to formulate specific recommendations for consideration by Superintendent's Cabinet. Issues may also be referred to specific sites or departments as appropriate for resolution. The Superintendent's Issues Resolution Group should meet quarterly, unless mutually agreed upon otherwise.
- 4.10.2 Issues Resolution Group
During the school year, the Superintendent or his/her designee, and the Employee Group Presidents will meet weekly, unless mutually agreed upon otherwise, to discuss and resolve issues. Other people may attend these meetings as necessary with the agreement of all participants. Decisions may be made with the agreement of the Employee Group Presidents and the administration. It is understood that decisions having significant budget impact or involving substantial Employee Agreement changes will be presented as a recommendation for the negotiations process. If the issue is one that would normally be a subject of the annual formal negotiation process but is of an immediate nature and needs to be resolved in a timelier manner, a formal negotiation session will be scheduled as soon as possible, or the waiver process, described in Section 4.8, if the criteria are met should be implemented. Any such negotiation meeting will be limited to the issue(s) as specified in the notification for a formal negotiations session.

Revised: 04/15 Revised: 04/16

4.11 COMMUNICATION

Participating groups may communicate with employees during the process. Any media releases issued during the process will be joint releases, developed and approved by designees of each participating group.

4.12 PUBLIC OBSERVATION

- The Poudre School District Employee Negotiations process will comply with C.R.S. 24-6-402 (Open Meetings Law). Issues Setting meeting and all subsequent formal negotiations sessions will be open.
- Any member of the public, including media reps and Poudre School District employees, may observe the sessions based on designated available space as agreed to by all negotiation teams.

- Observers will not participate in any way in the negotiations discussions, nor lobby team members, nor be otherwise disruptive to the process.
- Caucuses may be requested by any group participating in the negotiations process; caucuses may be closed to observers, at the option of each team.
- Sessions may not be electronically recorded, except at times agreed to by all teams.
- A session may be closed by request of any employee group or the Board, if such request is supported by all groups. Closed sessions, if approved, will be for specified issues and specified periods of time.
- Any observer who fails to comply with the above norms will be asked to leave and not return.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
 Revised: 08/06 Revised: 05/08 Revised: 02/09
 Revised: 04/16

4.13 STANDING COMMITTEES

In addition to other committees which may/shall be convened, the following standing committees shall apply in the negotiation process as needed:

Chairpersons of these committees will be appointed as appropriate to the subject matter of the committee.

These committees will meet to:

- discuss assigned issues;
- consider options for resolution of issues; and
- arrive at recommendations for solutions, if possible

4.13.1 Budget Development Process

The Budget Development Process (BDP) will include employee group representatives and up to six community members.

The BDP will be charged with verifying the district's budget numbers, researching district expenditures and making recommendations to the Superintendent and the Board of Education regarding possible resources for discussion in the negotiations process.

The Issues Resolution Group will be responsible for giving direction to the BDP regarding budget review process as it relates to negotiations.

The Budget Development Process deals with these items:

- General fund budget information
- Salary issues
- Other cost items

It validates and verifies cost estimates of proposals and provides

overall budget information to negotiations teams.
Chairperson: Executive Director of Finance or designee

Revised: 04/15

4.13.2 Benefits/Insurance Committee

The Benefits/Insurance Committee deals with these items:

- Insurance
- Eligibility for benefits

Chairperson: District Benefits Manager

4.13.3 Workload Committee

Four (4) half day release days per year will be given to Workload Committee members for attendance at meetings.

The committee deals with these items:

- Provide proactive suggestions to help balance potential workload difficulties
- Provide thoughtful, researched responses to workload issues referred to the committee from the Issues Resolution Group
- Impact assessment of new program implementation
- Employee efficiency education

Adopted: 11/92
Revised: 05/01
Revised: 05/08

Revised: 05/95
Revised: 07/04
Revised: 02/09

Revised: 05/97
Revised: 08/06

4.14 ITEMS REFERRED TO OTHER GROUPS OR COMMITTEE FOR REVIEW DURING THE 2018-2019 YEAR AND COMMENCING ON JULY 1, 2019 INCLUDE:

- Article 5 – Create Association Rights language.
- Article 11.2.6 - Floating Workdays – Remove floating workdays upon approval of a 2019-2020 calendar that places workdays where they are needed within the calendar.
- Article 15.1 – Review data regarding employees impacted by language change.
- Salary Schedule Research – Issue an RFP to hire an independent consultant to make recommendations on all employee group salary structures. The consultant selection process will include representatives of all employee groups. The intent of this process will be to clarify potential options for systematic salary changes for all employee groups.

Adopted: 05/18

ARTICLE 5—RELEASE TIME AND JOB DESCRIPTIONS FOR EMPLOYEE GROUP PRESIDENTS

5.1 RELEASE TIME FOR PRESIDENTS

5.1.1 Poudre School District will support release time for employee group presidents as follows:

5.1.1.1 Full-time release for PEA president with financial support from PEA as previously negotiated. PEA = actual cost less 1/2 of the preceding September's Teacher B.A. base rate of pay reimbursed by PEA

5.1.1.2 Full-time release for ACE president (up to 8 hours per day as determined by ACE). ACE = 100% of actual cost

5.1.1.3 PASE =.5 licensed FTE

Adopted: 11/92 Revised: 05/08

5.2 EMPLOYEE GROUP PRESIDENT TERM OF OFFICE

5.2.1 The role and responsibilities of the president typically extends beyond the normal work day and work week. Length of terms of office are determined by each employee group by-laws.

5.3 EMPLOYEE GROUP PRESIDENT RATIONALE

5.3.1 The mission and strategic goals of the district are supported by the direct involvement of the employee group presidents in district-wide initiatives, problem-solving, decision-making and the negotiation process. This involvement is critical to the success of the district. The involvement of the presidents' fosters, supports and enhances collaborative problem-solving and decision-making creating a culture that has moved from adversarial self-interested employee groups to collective problem solving for the benefit of the whole district.

5.3.2 The involvement of the association presidents provides the first step in developing solutions to complex issues at the lowest level and earliest opportunity.

5.3.3 The majority of time and responsibilities of the employee group presidents are focused on district-wide issues providing support for a collaborative district culture and climate of openness.

5.3.4 The presidents encourage support in the redirection of the district toward real, systemic, positive, long-term change for the good of the organization. As partners in the development of the district

mission and strategic plan, the presidents assist in focusing everyone on the mission of the district.

5.4 RESPONSIBILITIES OF POSITION

5.4.1 Employee Group Presidents

- 5.4.1.1 Participates in problem-solving frequently involving sensitive matters so that issues may be resolved quickly conserving energy and resources, and avoiding diverting the focus from the mission of the district.
- 5.4.1.2 Provides reciprocal feedback to the administration regarding issues, initiatives and policies.
- 5.4.1.3 Serves as an available resource to the Board of Education.
- 5.4.1.4 Works to integrate the needs of employees with the needs of the organization.
- 5.4.1.5 Works on special projects.

5.4.2 Employee Communication and Problem-Solving

- 5.4.2.1 Attends scheduled Issues Resolution Group representing their constituents' perspective.
- 5.4.2.2 Provides mentoring, job counseling, performance counseling discussions, etc. to employees to help facilitate the positive resolution of conflicts and concerns.
- 5.4.2.3 Leads their Employee Group Negotiations Team in the district negotiations process addressing compensation, benefits and working conditions along with assisting the communication and ratification process for the negotiated agreement.
- 5.4.2.4 Helps to ensure district policies and procedures are followed, appropriate due process is provided and all employees are dealt with consistently and fairly. May provide legal expertise as needed from association resources at no direct cost to the district.
- 5.4.2.5 Provides a communication link between the district and employees.
- 5.4.2.6 When appropriate, consults with staff development to ensure appropriate training is provided for employees.

5.4.2.7 Accesses external resources providing research data and information from state and national perspectives.

5.4.2.8 Serves as the main communication link to employees about association issues through a wide variety of communication mechanisms including association newsletters and meetings.

5.4.3 Public Relations

5.4.3.1 Supports district-wide and site-based activities (e.g. scholarship programs, etc.)

5.4.3.2 Provides a communication link advocating for the district with the media, social media, community, chamber of commerce, etc.

5.4.3.3 Works with district administration and Board of Education on community forums and other community outreach activities.

5.4.4 Committee and Special Project Responsibilities

5.4.4.1 Serves as leader, facilitator and representative with a role in a variety of district wide initiatives.

5.4.4.2 Serves as the primary Association representative on negotiation process committees (e.g., Budget Development Process, Benefits Committee, Written Agreement Committee, etc.) The president is frequently the leader or facilitator for these committees.

5.4.4.3 Assists in the development and implementation of district policies and procedures

Revised: 04/15

5.5 ACCOUNTABILITY FOR THE PRESIDENTS' ROLES AND RESPONSIBILITIES

In the interest of accountability, the employee group presidents will collaboratively write a group report that critically examines their role as problem-solvers, committee participants, public relations liaisons, and communicators. This report will be submitted annually to the Superintendent. An employee president may submit an individual report to the Superintendent if desired.

Adopted: 05/95 Revised: 09/97 Revised: 05/08
Revised: 03/09 Revised: 04/16

ARTICLE 6—CLASSIFIED DISCIPLINE AND GRIEVANCE PROCEDURES

6.1 GENERAL PROVISIONS

- 6.1.1 The procedures specified in this Article 6 shall not apply with respect to temporary classified employees and classified employees serving a performance trial period.
- 6.1.2 As used in this Article 6, “business days” are defined as all days when the District’s Human Resources Department is open for business.

6.2 PROCEDURES REQUIRED PRIOR TO IMPOSING DISCIPLINE

- 6.2.1 Prior to a classified employee’s oral or written reprimand, or suspension with pay, the employee’s supervisor shall consult with the Executive Director of Human Resources or Executive Director’s designee.
- 6.2.2 Prior to a classified employee’s suspension without pay, demotion or dismissal, the following steps shall be taken:
 - 6.2.2.1 The employee shall be provided written notice of his or her conduct at issue, the disciplinary offenses and District policy violations implicated by such conduct, and the discipline being recommended for such conduct.
 - 6.2.2.2 As soon as reasonably practicable after the employee has been provided the written notice described above, the Executive Director of Human Resources shall hold a meeting to consider the charges and recommendation in the notice, and other information that may be presented by the employee’s supervisor(s); and to give the employee an opportunity to present his or her side of the story, to present information regarding mitigating circumstances and/or to advocate for alternatives to the discipline being recommended. The employee’s input may be submitted orally and/or in writing. If input is submitted orally, the employee may request that the Association’s representative or some other person be in attendance.
 - 6.2.2.3 The Executive Director of Human Resources shall consider the information provided at the meeting and, based on that information, shall issue a written determination within ten (10) business days regarding the disciplinary action to be taken, if any, and the rationale for that determination.

6.3 GRIEVANCES

- 6.3.1 A classified employee may only file a grievance regarding:
- 6.3.1.1 The employee's suspension without pay, demotion or dismissal; or
 - 6.3.1.2 Action taken by the District that the employee believes is inconsistent with or a misapplication of this Agreement or of District policy or regulations, and that results in: (a) negative material in the employee's personnel file; (b) delay or denial of a pay increase or specified benefits to which the employee believes he/she is entitled such as vacation, sick leave or other leave; or (c) an adverse impact upon the employee's work record.
- 6.3.2 A classified employee with a grievance must file a completed official grievance form within ten (10) business days following the action being grieved. Failure to file a grievance within the specified time after the grievant knew or reasonably should have known of the act or condition upon which the grievance is based, and failure to appeal a grievance to the next level within the specified time (where applicable), shall be deemed a waiver of the right to proceed with the grievance beyond that point.
- 6.3.3 Grievances Under 6.3.1.1
- 6.3.3.1 A formal grievance is initiated when an employee and the Association's President sign the grievance, and it is transmitted in writing to the Human Resources Department and to the grievant's immediate supervisor.
 - 6.3.3.2 A classified employee's grievance under 6.3.1.1 above shall be filed with the Superintendent.
 - 6.3.3.3 Upon receipt of the grievance, the Superintendent shall consider the issues raised, consult with the classified employee and the Executive Director of Human Resources, consider any other evidence deemed necessary or advisable, and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance.
 - 6.3.3.4 The decision of the Superintendent shall be final and binding, and not subject to appeal.
- 6.3.4 Grievances Under 6.3.1.2
- 6.3.4.1 Prior to filing a grievance under 6.3.1.2 above, a

classified employee shall discuss the matter at an informal conference with his/her immediate supervisor in an effort to resolve the matter. The employee may request that the Association's President or representative and some other person be in attendance. If the employee's immediate supervisor cannot schedule the informal conference before the deadline for filing a grievance on the matter, the Executive Director of Human Resources shall extend the deadline as necessary to allow for the filing of the grievance.

- 6.3.4.2 A classified employee's grievance under 6.3.1.2 above shall be filed with the director of the department or principal of the school in which the employee works. If the classified employee's grievance directly involves the director of the department or principal of the school in which the employee works, the classified employee may file the grievance with the executive director or assistant superintendent who supervises that department director or school principal. Upon receipt of the grievance, the director or principal shall consider the issues raised and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance.
- 6.3.4.3 If the classified employee is not satisfied with the director's or principal's decision, the employee may use the same grievance form to appeal that decision to the Executive Director of Human Resources within ten (10) business days from the date the director's or principal's decision was received.
- 6.3.4.4 Upon receipt of the grievance appeal, the Executive Director of Human Resources shall consider the issues raised, consult with the classified employee and the director of the department or principal of the school in which the employee works, consider any other evidence deemed necessary or advisable, and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance appeal.
- 6.3.4.5 The decision of the Executive Director of Human Resources shall be final and binding, and not subject to appeal.

Entire Article Rewritten Effective: 07/15

ARTICLE 7—TEACHER GRIEVANCE PROCEDURES

7.1 DEFINITIONS

- 7.1.1 A *grievance* shall mean a written complaint by a teacher or the Association that:
- 7.1.1.1 There has been a violation, misinterpretation or misapplication of this Agreement or of district practice or policy that directly and adversely affects the terms and/or conditions of the teacher or the Association; or
 - 7.1.1.2 The teacher or the Association has been treated inequitably by reason of any act or condition which is contrary to established Board policy, practice, or law governing or affecting teachers.
 - 7.1.1.3 These procedures shall not apply to any matter upon which the Board is without legal authority to act or legal authority to proceed in the manner provided for in these procedures.
- 7.1.2 A *grievant* is the person, persons, or the Association making the complaint.
- 7.1.3 A *party in interest* is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 7.1.4 The term *days when* used in this policy shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.
- 7.1.5 The term *teacher* shall apply to any teacher employed by Poudre School District whether or not that teacher is a member of the Association.
- 7.1.6 The term *Association* shall mean the Poudre Education Association.
- 7.1.7 The term *Superintendent* shall mean the Superintendent of Schools or his/her official designee.
- 7.1.8 The term *Board* shall mean the Board of Education of Poudre School District.

Revised: 04/15

7.2 PURPOSE

- 7.2.1 The purpose of this procedure is to secure, at the lowest possible

administrative level, an expeditious manner for resolving differences as to matters contained in this agreement. Grievance proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

7.3 GENERAL PROVISIONS

- 7.3.1 Nothing herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the Association.
- 7.3.2 No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any party in interest, any school representative, any member of the Association, or any other participant in the grievance procedure solely by reason of such participation.
- 7.3.3 Nothing contained in this policy shall be construed to prevent any individual teacher from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is consistent with this Agreement or with district policy or regulations.
- 7.3.4 The sole administrative remedy available to any teacher for any grievance or any alleged violation of his or her rights hereunder will be pursuant to the grievance procedure.
- 7.3.5 All documents, communications, and records dealing with the processing of a grievance shall be segregated from the participant's other personnel file materials.
- 7.3.6 Forms for processing grievances will be jointly prepared by the Superintendent and the Association, subject to the approval of the Board. The forms will be printed or otherwise duplicated by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- 7.3.7 In the course of investigation of any grievance, representatives of the Association shall report to the principal of the building visited and shall state the purpose of the visit immediately upon arrival.
- 7.3.8 Every effort shall be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- 7.3.9 It shall be generally required of all parties in interest to process grievances after regular work hours or at other times which do not interfere with assigned duties; however, upon mutual agreement by

the aggrieved teacher, the Association, and the Board to hold proceedings during regular working hours, the grievant and the appropriate Association representative shall be released from assigned duties without loss of salary.

7.3.10 Failure to file a grievance within 30 working days after the grievant knew or reasonably should have known of the act or condition upon which the grievance is based shall be deemed a waiver of the right to proceed with the grievance beyond that point.

7.3.11 Timelines may be extended by mutual written agreement by the parties.

Adopted: 11/92 Revised: 05/97 Revised: 08/07
Revised: 04/15

7.4 INDIVIDUAL AND GROUP TEACHER GRIEVANCES

7.4.1 Informal Conference

Prior to the filing of a grievance at Level One the employee shall discuss the matter with his/her immediate supervisor in an effort to resolve the issue(s) informally. The grievant (1) may request that the Association's representative and some other person be in attendance, or (2) may request that the Association's representative act in the employee's behalf. If the informal conference cannot be held before the deadline for filing at Level One, the deadline shall be extended to a mutually agreed upon date.

7.4.2 Level One

7.4.2.1 A formal grievance is initiated when an employee and the Association's President, sign the grievance and it is transmitted in writing to the Human Resources Department and to the grievant's immediate supervisor.

7.4.2.2 The Level One meeting between the immediate supervisor and grievant will be held within ten (10) days after the appropriate supervisor and the Human Resources Department receive the written grievance.

7.4.2.3 The immediate supervisor shall render a written decision within ten (10) days of the Level One meeting. Copies of this decision shall be transmitted to the Human Resources Department and the grievant.

7.4.3 Level Two

7.4.3.1 Level Two of the Grievance Procedure will be used for

the following circumstances:

- 7.4.3.1.1 The Association shall file a grievance directly with the Human Resources Department if the grievance affects more than one (1) teacher; or
 - 7.4.3.1.2 The grievance was previously filed at Level One but was not resolved to the satisfaction of the grievant or the Association; or
 - 7.4.3.1.3 No decision was rendered within ten (10) days of the Level One meeting.
 - 7.4.3.1.4 The Human Resources Department and the Association determine that the immediate supervisor does not have the authority to deal with the grievance at Level One.
- 7.4.3.2 A request for a Level Two hearing will be transmitted in writing by the grievant or the Association to the Human Resources Department within ten (10) days after receipt of the Level One decision. Failure to request or appeal a grievance to the next level within the specified time shall be deemed a waiver of the right to proceed with the grievance beyond that point.
- 7.4.3.3 The Executive Director of Human Resources or designee will serve as arbitrator at the Level Two hearing. When a grievance would create a conflict of interest with the involvement of the Executive Director of Human Resources or designee, the parties shall mutually agree upon an internal arbitrator. Such hearing will take place within ten (10) days after receipt of the written request for a Level Two hearing by the Human Resources Department. The arbitrator will furnish the grievant and/or the Association and the Superintendent with a written copy of his/her findings of fact, reasoning, conclusions and recommendations within ten (10) days after the grievance was heard.
- 7.4.3.4 The Superintendent or designee and PEA may mutually agree to submit the grievance to mediation after a Level Two decision has been rendered. Both parties agree to implement any settlement reached. If no settlement is achieved, the grievant may request a Level Three hearing.

7.4.4 Level Three

7.4.4.1 If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the internal arbitrator has heard the grievance, the Association may, if it deems the grievance meritorious, request a hearing before an external arbitrator. Such request must be submitted in writing within fifteen (15) days after the Association receives the Level Two decision. Failure to request or appeal a grievance to the next level within the specified time shall be deemed a waiver of the right to proceed with the grievance beyond that point.

7.4.4.2 The parties shall select the arbitrator from a list of three (3) or five (5) names provided by the American Arbitration Association. The arbitrator will be selected by mutual agreement or by each party deleting a name(s) from the list with the remaining name being the selected arbitrator. The parties may deviate from this procedure by mutual consent, or if the designated arbitrator is unable to serve.

In the event none of the mutually-agreed-upon arbitrators is available to hear a grievance within 90 days of a Level Three request, the timeline may be extended until a suitable arbitrator has been selected.

7.4.4.3 The arbitrator will have the authority to hold hearings and make procedural rules. She/he will issue a report within a reasonable time, not to exceed thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.

7.4.4.4 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.

7.4.4.5 The report of the arbitrator shall be submitted in writing to the Superintendent or designee, the Association and the grievant only, and shall set forth his/her findings of fact, reasoning, conclusions and recommendations, which shall be consistent with law and with the terms of this Agreement.

- 7.4.4.6 Within ten (10) days after receiving the report of the arbitrator, the Superintendent or designee, the Association and the grievant will meet to discuss the report. No more than ten (10) persons of each party shall attend such meeting unless there is mutual agreement between the District and the Association. No public release may be made until after such meeting.
- 7.4.4.7 The Board shall take official action on the report of the arbitrator not later than thirty days after receipt of the report of the arbitrator.
- 7.4.4.8 The costs and expenses of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
- 7.4.4.9 Either party may request an official stenographic record of the testimony at the hearings at the requesting party's expense.
- 7.4.4.10 The report of the arbitrators shall be advisory only, and final determination of the issue raised by the grievant shall be made by the Board.

Revised: 04/15

7.5 RIGHTS OF TEACHERS TO REPRESENTATION

- 7.5.1 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure solely by reason of such participation.
- 7.5.2 Any party may represent himself/herself or be represented by the Association or its designee at any level of the grievance procedure; and the immediate supervisor may be represented by another representative of the administration. However, if a grievant is represented by the Association, the grievant may not be represented by anyone other than a representative designated by the Association. The Association shall have the right to be present and to state its views at any level of the grievance procedure.

Revised: 04/15

7.6 GENERAL

- 7.6.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum; however, timelines may be extended by mutual written agreement by the parties.

- 7.6.2 To facilitate operations of the grievance procedure, necessary forms for filing, serving notices, making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Human Resources Department and the Association.
- 7.6.3 When it is necessary for one or more representatives designated by the Association to attend a meeting or hearing occurring during the school day, they shall be released without loss of pay for such time as is actually necessary for their attendance at such meeting or hearing, and necessary travel time. The Association will notify Human Resources Department of those to be released no less than three (3) days prior to the meeting or hearing.
- 7.6.4 Upon request, the parties will make available to each other any data in their possession regarding a grievance.
- 7.6.5 With reasonable notice, the President of the Association, or his/her designee, may review information within a teacher's official personnel file upon producing written permission for such inspection, signed by the teacher whose file he/she wishes to inspect.

Adopted: 11/92 Revised: 05/97 Revised: 08/07
Revised: 05/08 Revised: 03/09

ARTICLE 8—EVALUATION OF CLASSIFIED EMPLOYEES

8.1 THE PURPOSE OF CLASSIFIED EVALUATIONS SHALL BE:

- 8.1.1 To assist classified employees in developing and strengthening their professional abilities;
- 8.1.2 To encourage, support and measure professional growth and development;
- 8.1.3 To provide classified employees the opportunity to identify, achieve and evaluate their professional goals;
- 8.1.4 To improve the success of the employing school, department or organization within the district;
- 8.1.5 To measure the level of performance of a classified employee; and
- 8.1.6 To support district goals.

8.2 EVALUATION SCHEDULE:

- 8.2.1 A written performance evaluation shall be completed for all classified employees during the first year of employment and every third year thereafter. In the event a classified employee acquires a new position, an evaluation shall be completed after one year in the new position, then every third year thereafter.
- 8.2.2 The employee's supervisor may establish a more frequent schedule of evaluations based on the employee's situation.
- 8.2.3 An employee may request an evaluation during an "off cycle" evaluation period.

8.3 EVALUATION PROCESS

- 8.3.1 A primary evaluator shall be identified for each classified staff member. The primary evaluator will monitor and evaluate the performance of the classified employee. If the evaluator is a licensed or classified employee, then the building administrator shall also be involved in the monitoring and evaluation process and must sign off as the "Next Level Manager" on the classified employee's evaluation.
- 8.3.2 If the primary evaluator is a licensed or classified employee, the evaluator is required to successfully complete the classified evaluation training program prior to conducting the evaluation.
- 8.3.3 The primary evaluator is responsible for ensuring the classified

employee is familiar with the evaluation process, including the performance areas, criteria and indicators, cycle, multi-source feedback or 360-degree input, and evaluation forms.

8.3.4 360-Degree Input:

8.3.4.1 A minimum of three sources of 360-degree input is required. The primary evaluator is responsible for sending the 360-degree input form to customers or peers, having the information returned directly to the evaluator, and keeping the information confidential. The primary evaluator shall summarize the 360-degree input and incorporate the aggregate summary information into the classified employee's evaluation.

8.3.4.2 The primary evaluator shall destroy the completed 360-degree forms to ensure the direct information remains anonymous and confidential.

8.3.4.3 The classified employee shall conduct a self-evaluation. This self-evaluation is to be completed as part of the actual evaluation form. The classified employee may request the completed self-evaluation form be submitted with the final performance evaluation and included in his/her personnel file.

8.3.5 Evaluation Forms:

8.3.5.1 Classified employees shall be evaluated using the appropriate Classified Employee Performance Evaluation forms.

8.3.5.2 The original completed evaluation shall be sent to Human Resources to be included in the employee's personnel file by the due date.

8.3.5.3 A copy of the completed evaluation shall be given to the classified employee, and the primary evaluator shall retain a copy for the school or department file.

8.3.6 Evaluation Conference:

8.3.6.1 The evaluation conference is a required meeting between the primary evaluator and the classified employee. The purpose of the evaluation conference is to review and discuss the classified employee's performance in detail.

8.3.6.2 The primary evaluator shall have the classified

evaluation form completed and ready to review and discuss with the employee.

- 8.3.6.3 The classified employee shall have the completed self-evaluation form submitted for review and discussion prior to meeting with the primary evaluator.
- 8.3.6.4 The primary evaluator shall explain and describe each performance rating to the classified employee.
- 8.3.6.5 The primary evaluator and the classified employee shall mutually agree on the employee's professional goals and shall complete the goal setting section of the classified evaluation during this conference.
- 8.3.6.6 The evaluation form will calculate an overall performance rating for the classified employee.
- 8.3.6.7 In the event the employee receives an overall rating that places the employee on corrective action, the primary evaluator shall explain to the classified employee the ramifications for being placed on corrective action (refer to section 8.5).
- 8.3.6.8 The primary evaluator and the classified employee shall date and sign the classified evaluation form at the close of the conference.

Revised: 04/15

8.4 OVERALL PERFORMANCE RATINGS:

- 8.4.1 Highly Effective: A Highly Effective rating shall be given when the classified employee's performance clearly and consistently exceeds requirements, responsibilities and expectations of the job and demonstrates mastery of the skills required.
- 8.4.2 Effective: An Effective rating shall be given when the classified employee's performance meets requirements, responsibilities, and expectations of the job and demonstrates proficiency of the skills required.
- 8.4.3 Partially Effective: A Partially Effective rating shall be given when a classified employee's performance does not consistently demonstrate proficiency in many of the requirements, responsibilities, expectations and skills
 - 8.4.3.1 The employee's level of performance is not meeting expectations in some areas and requires a conference with their supervisor and shall warrant a performance

improvement plan. Employees placed on a performance improvement plan to improve or correct performance deficiencies must receive regular written feedback on their performance.

8.4.4 Ineffective: An ineffective rating shall be given when a classified employee's performance does not meet job requirements, responsibilities, expectations, and skills:

8.4.4.1 The employee's level of performance is not acceptable and warrants immediate corrective action, including potential demotion or termination if improvement is not accomplished within a specified period of time.

Revised: 04/15 Revised: 04/16 Revised: 04/17

8.5 EMPLOYEES ON CORRECTIVE ACTION PLANS:

8.5.1 Corrective action may be necessary when the classified employee's level of performance is not acceptable and warrants immediate corrective action, including potential demotion or termination if improvement is not accomplished within a specified period of time.

8.5.2 Employees who have been placed on corrective action plans to improve or correct performance deficiencies must receive regular written feedback. Performance on the corrective action will be used to determine whether to end or extend this plan, or to support a recommendation for further disciplinary action. Supervisors are required to work directly with Human Resources staff in these situations.

8.5.3 Any classified employee on a corrective action will be ineligible for any negotiated salary increase or adjustment during the disciplinary period. Upon successful completion of corrective action, the employee shall become eligible for any ongoing salary increase effective as of the date he/she is returned to regular employment status. No retroactive salary adjustments shall be given.

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Revised: 07/00 Revised: 06/10
Revised: 07/05 Revised: 05/13

ARTICLE 9—EVALUATION OF PRINCIPALS, ADMINISTRATORS & PROFESSIONALS

9.1 BELIEFS ABOUT THE IMPORTANCE OF ADMINISTRATOR LEADERSHIP

The Poudre School District and its community are committed to a high-quality education for every child, every day. As employees, we believe our role is to support and inspire every child to think, to learn, to care, and to graduate prepared to be successful in a changing world. Effective leadership, with particular emphasis on instructional improvement, facilitates these purposes and guides the District's mission of student achievement.

Poudre School District acknowledges its role in evaluating administrators as directed by Colorado state law and Colorado Department of Education regulations. This role is related to the mission and priorities of the District and is based on the philosophy that staff growth is supported and judged by the on-going process of performance supervision and evaluation.

9.2 PURPOSE OF THE ADMINISTRATOR EVALUATION

Administrator evaluation should create a culture of executive leadership that encourages self-reflection and requires improvement in practice. Through the use of this evaluation instrument, administrators should be able to observe the following outcomes:

- growth leading to greater leadership skills
- an increased understanding of performance expectations
- organizational improvement
- the recognition of individual accomplishment
- improved student achievement

9.2.1 The school district shall conduct all evaluations so as to observe the legal and constitutional rights of the administrative personnel. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report. Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectance or entitlement to continued employment not explicitly established by statute, Board policy, or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal of contracts, transfer, assignment, dismissal, or other employment decisions relating to school personnel.

All employment decisions remain with the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Revised: 04/15

9.3 THE PROCESS OVERVIEW – SCHOOL BASED ADMINISTRATORS

School based administrators shall receive at least one evaluation that results in a written evaluation report each academic year. The written evaluation report, informed by a body of evidence collected systematically in the months prior, shall rate a school-based administrator as highly effective, effective, partially effective, or ineffective.

9.3.1 Required Measures:

- Input from teachers employed at the school-based administrator's school, provided that clear expectation is established prior to collection of the data that at least one of the purposes of collecting the input is to inform an evaluation of the school-based administrator's performance and provided that systems are put in place to ensure that the information collected remains anonymous and confidential
- The percentage and number of teachers in the school who are rated as highly effective; effective; partially effective; and ineffective
- The number and percentage of teachers who are improving their performance, in comparison to the goals articulated in the school-based administrator's Professional Performance Plan

9.3.2 The evidence that may be included in the evaluation process are teacher, principal, and student actions and behaviors and artifacts prepared by the principal, assistant principals, teachers, students, or others.

The process of evaluation will include:

- a self-evaluation
- goal conference
- stakeholder input sought through various means up to and including a multi-source standardized instrument
- observations
- formative feedback
- a summative conference

9.3.3 During the summative conference, the evaluator will share and discuss commendations and recommendations concerning a school-based administrator's strengths and areas of growth. Finally, the evaluator will make a recommendation about the employment status of the individual.

9.3.4 The Superintendent shall require annual evaluation of all school-based administrators by properly licensed supervisors who have principal and/or administrative licensure and training in evaluation skills.

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9.4 THE PROCESS OVERVIEW – CENTRAL OFFICE ADMINISTRATORS AND PROFESSIONALS

Central Office Administrators and Professionals shall receive a written evaluation every year. The written evaluation, informed by a body of evidence collected systematically in the months prior, shall rate a central office administrator or professional as highly effective, effective, partially effective, or ineffective.

9.4.1 Required Measures:

Input from staff employed in the central office administrator's or professional's department, provided that clear expectation is established prior to collection of the data that at least one of the purposes of collecting the input is to inform an evaluation of the central office administrator's or professional's performance and provided that systems are put in place to ensure that the information collected remains anonymous and confidential.

9.4.2 The evidence that may be included in the evaluation process are staff, peer, and community input and actions, behaviors, and artifacts prepared by the central office administrator, professional, or others.

The process of evaluation will include:

- a self-evaluation
- goal conference
- stakeholder input sought through various means up to and including a multi-source standardized instrument
- observations
- formative feedback
- a summative conference

9.4.3 During the summative conference, the evaluator will share and discuss commendations and recommendations concerning a central office administrator's or professional's strengths and areas of growth.

9.4.4 The Superintendent shall require regular evaluation of all central office administrators and professionals by properly qualified supervisors who have training in evaluation skills.

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9.5 EVALUATION OF INDIVIDUAL STANDARDS

Performance feedback will be provided for each standard using the indicators and their rubrics as guides. Performance on each standard will be judged using the following designations: Highly Effective, Effective, Partially Effective, and

Ineffective.

9.6 SUMMARY EVALUATION

The formal evaluation shall be written using the appropriate evaluation form. Copies will be retained by the evaluator, administrator or professional. An additional copy will be sent to Human Resources where it will become an item in the administrator's or professional's personnel file.

9.6.1 Summative Determination

Each evaluation will result in one of the following judgments:

Highly Effective:

The administrator or professional consistently exceeds expectations in all performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

Effective:

The administrator or professional fully meets or exceeds district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

Partially Effective:

The administrator's or professional's performance does not consistently meet job requirements, responsibilities and expectations.

Ineffective:

There is little or no evidence that the administrator or professional meets district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

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ARTICLE 10: EVALUATION OF LICENSED EMPLOYEES

10.1 PURPOSE AND BELIEFS

- 10.1.1 The educator evaluation process is designed to identify effectiveness of professional practice and evidence of student academic growth.
- 10.1.2 Just as we nurture and promote the growth of our students, we also affirm and support the professional growth of teachers and other licensed employees through the evaluation process.
- 10.1.3 This system is based on sound educational practices and is not a product of any particular educational methodology.
- 10.1.4 The process of evaluation, including the process of observation and conferencing, shall be continuous, collaborative, and based on an inquiry process.
- 10.1.5 The most effective evaluation occurs when teachers are empowered and supported to be reflective.
- 10.1.6 The improvement of instruction is a responsibility shared by both the evaluator and the employee being evaluated.
- 10.1.7 Teaching and learning occurs within a larger, extremely complex system, and the effectiveness of that system impacts the effectiveness of the teaching and learning.
- 10.1.8 Successful evaluation is based on the establishment of collaboration and trust among staff.

10.2 EVALUATION PROCESS

- 10.2.1 This process must be completed annually for all licensed staff. The District shall make every effort to ensure that evaluation information will remain confidential.
- 10.2.2 Evaluation of licensed employees will be based equally on elements and indicators of effective instruction and measures of student academic growth, and will use multiple, fair, and valid strategies to determine overall effectiveness. The district will ensure that student academic growth can be reliably and statistically attributed to individual licensed staff members. Staff should clearly understand which students' growth data will be attributed to them.
- 10.2.3 Licensed employees may request any representative of their choosing (such as a PEA representative, colleague, etc.) to

meetings and conferences with their evaluator related to the evaluation process.

10.2.4 Evaluators

10.2.4.1 A primary evaluator shall be identified for each licensed employee. The evaluator is a building administrator or designee assigned to monitor and evaluate the performance of a licensed employee.

10.2.4.2 When appropriate to better inform the evaluation, or when requested by the licensed employee, other administrators may also observe the licensed employee and provide input (for example, evaluations of special service professionals, early childhood or world language teachers, etc.).

10.2.4.3 In all cases the evaluator or designee is hired by the District as a licensed evaluator.

10.2.4.4 The District shall ensure that all evaluators are effective or highly effective and receive the support and training to become so through the confidential administrator evaluation process.

10.2.5 The evaluator shall be responsible for holding an information-sharing meeting within the first thirty school days of each school year to ensure that each staff member is familiar with the evaluation process, including the performance areas or dimensions, criteria and indicators, performance levels and ratings, important dates, and forms to be used. These information-sharing meetings may occur individually or in groups.

10.2.5.1 Documents that support the evaluation process shall be created collaboratively by the Human Resources Department, PEA, PASE, and the Assistant Superintendents of Schools.

10.2.5.2 These documents will be uniform throughout the District based on job assignment and shall be provided to each licensed employee.

10.2.6 The licensed employee shall complete a self-evaluation to be shared with the evaluator at the discretion of the licensed employee.

10.2.7 The evaluator and licensed employee shall meet at the beginning of each school year to discuss a Professional Growth Plan to be created by the licensed employee by the end of the first quarter of

the school year. Copies of the Professional Growth Plan will be retained by both the evaluator and licensed employee.

10.2.7.1 Frequent dialogue between the evaluator and the licensed employee is encouraged. Goals contained within the Professional Growth Plan should be monitored and discussed.

10.2.8 The evaluator and employee being evaluated shall meet to discuss the licensed employee's progress prior to the end of the first semester. Unless there are noted concerns, this conference may be combined with a post-observation conference. The evaluator shall provide support if concerns are noted in a teacher's performance. The licensed employee may also bring issues about which he or she has concerns at this time.

Revised: 04/16

10.2.9 When an evaluator notes performance concerns that may lead to a summative evaluation rating of partially effective or ineffective, multiple follow-up conferences (formal or informal) shall be held and documented to review progress toward improvement in noted areas. These conferences may be combined with a post-observation conference prior to the summative evaluation conference.

10.2.10 Formal Observations

10.2.10.1 A formal observation is a classroom visitation by the evaluator of at least 30 uninterrupted minutes, resulting in a written observation record and a post-observation conference within five school days. The scheduling of a formal observation will be collaboratively determined by the evaluator and the employee being evaluated.

10.2.10.2 A post-observation conference is a required meeting between the evaluator and the licensed employee within five school days of a formal observation for the purpose of discussing the observation and other factors related to the employee's performance.

10.2.10.3 Written record of the formal observation must be provided to the licensed employee.

10.2.10.4 Non-probationary licensed employees shall receive at least two formal documented observations, followed by observation conferences, each academic year unless the previous year's overall performance rating is effective or highly effective and no performance concerns exist. Upon mutual consent of the licensed employee and the

evaluator, one formal observation may be conducted.

10.2.10.5 Probationary licensed employees shall receive at least two formal documented observations, followed by observation conferences, each academic year.

10.2.11 Formative Observations

10.2.11.1 A formative observation is a less-structured method of data collection which may be documented and used for teacher evaluation (i.e. walk-throughs, parent/teacher conferences, committee work with peers, etc.)

10.2.11.2 Frequent formative observations, followed by feedback to the licensed employee, are strongly encouraged. To align with the philosophy of finding evidence of effectiveness and to facilitate continuous improvement, evaluators shall collect and analyze data on multiple occasions to provide feedback and support to educators on a regular basis.

10.2.12 Summative Evaluation

10.2.12.1 After the required number of formal observations and conferences has been completed, every licensed employee shall receive a written summative evaluation report each year using the District evaluation form.

10.2.12.2 If the employee being evaluated disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach/upload a written explanation or other relevant documentation he or she deems necessary.

10.2.12.3 Copies of the Summative Evaluation Form will be signed by and distributed to the evaluator and the licensed employee. The appropriate Assistant Superintendent will also sign the Summative Evaluation Form for licensed employees with “Ineffective” or “Partially Effective” final Summative Ratings or when requested by the licensed employee or evaluator. All signed Summative Evaluation Forms will be sent to Human Resources for filing

Revised: 04/17

10.2.13 Employment Status

10.2.13.1 A licensed employee is deemed to have non-probationary status if he or she meets one of the following conditions:

- 1) has three consecutive years of effective or highly effective ratings (or “meets expectations” in previous years) as determined through his or her summative performance evaluations and continuous employment
- 2) had already earned non-probationary status prior to the 2013-14 school year and has not been rated as partially effective or ineffective for two consecutive years.

10.2.13.2 A licensed employee is deemed to have probationary status if he or she meets one of the following conditions:

- 1) does not have three consecutive years of effective or highly effective ratings and continuous employment
- 2) is a non-probationary employee who has been rated as ineffective or partially effective for two consecutive years.

10.3 METHODS OF DATA COLLECTION

10.3.1 Multiple sources of input into the summative evaluation rating are required.

10.3.1.1 Sources may include formative observations, less-structured method of data collection such as learning walks and walk-throughs; parent/teacher conferences; committee work with peers and teams; discussions between evaluator and employee; input from students, parents, peers, colleagues, and other administrators; self-evaluation; and artifacts provided by the employee being evaluated. These sources shall only be used to corroborate the conclusions of the evaluator and when possible will be available for review by the licensed employee.

10.3.1.2 A minimum of one internal and one external source of input is required, but as many data sources as possible provide the most complete picture of a licensed employee’s performance.

10.3.2 Parent and student input will be formally solicited by the District.

10.3.2.1 The specific items and/or questions contained in any parent or student feedback forms used in conjunction

with the evaluation process shall be uniform Poudre School District forms developed and mutually agreed to by the District and PEA.

- 10.3.2.2 Exceptions may be granted through a variance request approved by the appropriate Assistant Superintendent and the PEA President.
- 10.3.2.3 Parents and students will have the opportunity, but shall not be required, to identify themselves on the evaluation forms.
- 10.3.2.4 The licensed staff member may have access to the information from the parent or student feedback forms with names redacted if requested by the employee.
- 10.3.2.5 Since data collected from parents and students who are not trained or licensed evaluators, the use of student and parent feedback as it pertains to the performance of a licensed employee shall only be used to corroborate the conclusions of the evaluator.
- 10.3.2.6 In assessing the significance of parent and student feedback, evaluators should consider the number of forms returned, patterns of response, and the nature and maturity of the comments.
- 10.3.2.7 Evaluators shall retain full responsibility and authority to evaluate licensed employees as specified in this Employee Agreement.

10.4 SUMMATIVE EVALUATION AND CONFERENCE

- 10.4.1 The summative evaluation shall be written using the District summative evaluation form. A summative evaluation conference between the licensed employee and his or her evaluator will be held to discuss the summative evaluation.
- 10.4.2 The summative evaluation document will include:
 - feedback on performance areas
 - performance data related to student academic growth and professional practice
 - documentation of dates when formal observations were made
 - documentation of data used in measuring performance
 - identification of goal areas that indicate what improvements in performance, if any, are needed, and any recommendations for improvement
 - commendations

- 10.4.3 The licensed employee has the opportunity to offer input into the final draft of the formal evaluation.
- 10.4.4 The evaluator is responsible for determining the licensed employee's level of effectiveness in each performance area and overall.
- 10.4.5 Performance ratings on sub-dimensions should validate the ratings in the performance areas and the overall evaluation rating.
- 10.4.6 Performance levels
- 10.4.6.1 Performance levels will be rated as one of the following using observation data and scoring it with the District rubric:
- Highly Effective
 - Effective
 - Partially Effective
 - Ineffective
- 10.4.6.2 If a licensed employee's overall performance rating is effective or highly effective, the evaluator and employee shall agree upon goal areas for the following year based on sub-dimension ratings in the summative evaluation document. The goal areas will be developed into a Professional Growth Plan by the teacher the following school year.
- 10.4.6.3 If a licensed employee's overall performance rating is partially effective or ineffective, he or she will receive written notice of the Performance Evaluation Rating and will participate in a process for improvement during the following academic year.
- 10.4.6.3.1 In accordance with state law, this process shall provide documentation of data used in measuring performance, identification of deficiencies, and an opportunity to improve effectiveness through an improvement plan that links evaluation and performance standards to professional development opportunities.
- 10.4.6.3.2 If the evaluation shows the licensed employee is not performing effectively for a second consecutive year, he or she shall receive written notice that his or her performance evaluation shows a rating of

ineffective, a copy of the documentation relied upon in measuring the person's performance, and identification of deficiencies.

- 10.4.7 The employment status recommendation shall be made based upon the data collected throughout the evaluation process.
 - 10.4.7.1 A licensed employee who is rated as ineffective or partially effective using a process that includes 50% student growth and 50% professional practice data for two consecutive years shall lose non- probationary status.
 - 10.4.7.2 A non-probationary licensed employee who objects to a second consecutive Performance Evaluation Rating of partially effective or ineffective may appeal the rating following a formal appeals process.

Revised: 04/15

10.5 NON-PROBATIONARY TEACHER REVIEW OF PERFORMANCE EVALUATION RATING OF INEFFECTIVE/PARTIALLY EFFECTIVE

- 10.5.1 Upon receiving a Performance Evaluation Rating of ineffective or partially effective an automatic review will take place to determine if:
 - 10.5.1.1 The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the Performance Evaluation Rating that was assigned; (e.g. an observation was never completed or feedback was never shared with the teacher); and/or
 - 10.5.1.2 The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for whom the teacher was not responsible; observation data used to establish professional practice ratings was incorrect; or PSD student assessment data was incorrect).
- 10.5.2 The review panel will consist of the following: Assistant Superintendent of Elementary or Secondary; the Executive Director of Human Resources; the Director of Research and Evaluation; a building administrator; and a teacher. The teacher and principal will be invited to participate in the review panel process and may bring representation, and may present evidence and artifacts. However, the teacher and principal shall have the right to refuse such invitations without prejudice.

- 10.5.3 If the review panel determines that either the evaluation process was not followed and/or the data relied upon was inaccurately attributed to the teacher, the teacher's Performance Evaluation Rating will be changed to reflect that determination.

Adopted: 04/15

10.6 NON-PROBATIONARY TEACHER APPEAL OF SECOND CONSECUTIVE PERFORMANCE EVALUATION RATING OF INEFFECTIVE/PARTIALLY EFFECTIVE

- 10.6.1 A non-probationary teacher is permitted only one appeal for the second consecutive Performance Evaluation Rating of ineffective or partially effective. If a non-probationary teacher wishes to file such an appeal, he or she shall have the burden to demonstrate that a rating of effective was appropriate. The teacher may provide any artifacts that would support his/her claims in the appeal.
- 10.6.2 The grounds for an appeal shall be limited to the following:
 - 10.6.2.1 The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the Performance Evaluation Rating that was assigned; (e.g. an observation was never completed or feedback was never shared with the teacher); and/or
 - 10.6.2.2 The data relied upon was inaccurately attributed to the teacher (e.g., data included in the evaluation was from students for whom the teacher was not responsible; observation data used to establish professional practice ratings was incorrect; or PSD student assessment data was incorrect).
- 10.6.3 Upon receipt of the second consecutive Performance Evaluation Rating of partially effective or ineffective the teacher shall have fifteen (15) calendar days to file the notice of appeal of their rating with the Executive Director of Human Resources. This time requirement may be waived by mutual agreement of both the teacher and the District.
- 10.6.4 A teacher filing a notice of appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time of the written notice of appeal is filed shall be deemed waived.
- 10.6.5 At the time the teacher files the notice of appeal, the teacher will select one of the following appeals processes:
 - 10.6.5.1 A review panel of teachers and administrators to review the appeal request and documentation with the purpose of making a recommendation to the Superintendent; or
 - 10.6.5.2 Directly to the Superintendent

- 10.6.6 The Superintendent shall be the final decision-making authority in determining a teacher's Performance Evaluation Rating and whether a non-probationary teacher shall lose his or her non-probationary status. The Superintendent shall provide a written rationale for his or her final determination.
- 10.6.7 Any documents and/or proceedings related to the appeal process shall be confidential.
- 10.6.8 Review Panel Appeal Process:
 - 10.6.8.1 The review panel shall serve in an advisory capacity to the Superintendent. The review panel shall provide the Superintendent with a recommendation based on the panel's findings at the conclusion of the review panel's appeal process. The Superintendent shall be the final decision-making authority in determining the teacher's Performance Evaluation Rating.
 - 10.6.8.2 The review panel shall be comprised of equal numbers of teachers and administrators, with no more than six panel members in total. PEA will appoint the teacher members of the review panel. The Superintendent or designee will appoint the administrators on the review panel. The review panel shall be comprised of members that were not directly involved in the evaluation process for the appealing teacher.
 - 10.6.8.3 All members of the review panel shall be selected and trained in a manner designed to ensure their credibility and expertise regarding the evaluation and appeal process.
 - 10.6.8.4 The appealing teacher shall be given the opportunity to address and provide evidence to the review panel in person and/or in writing. The review panel may invite the teacher and/or the individual conducting the teacher's evaluation to present in person and/or in writing where clarification is necessary, but the teacher and evaluator shall have the right to refuse such invitations without prejudice.
- 10.6.9 Appeal directly to the Superintendent or after the Superintendent receives a recommendation from the review panel:
 - 10.6.9.1 If the Superintendent determines that a rating of ineffective or partially effective was accurate, the teacher's Performance Evaluation Rating will remain and the teacher will be subject to loss of non-probationary status.
 - 10.6.9.2 If the Superintendent determines that a rating of ineffective or partially effective was not accurate, the teacher's Performance Evaluation Rating will be changed to reflect that determination.

10.6.9.3 If the Superintendent determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the teacher shall receive a “no score” and shall not lose his or her non-probationary status. However, if in the following academic school year, the teacher receives a Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating.

The teacher will receive a written response from the Superintendent within 15 calendar days regarding the Superintendent’s final decision in determining the teacher’s Performance Evaluation Rating. This time requirement may be waived by mutual agreement of both the teacher and the Superintendent.

Adopted: 04/15

10.7 PROVISIONS FOR PARTIALLY EFFECTIVE OR INEFFECTIVE SUMMATIVE RATINGS: IMPROVEMENT PHASE

- 10.7.1 The improvement phase is designed to provide direct and immediate assistance to a non-probationary licensed employee whose overall performance rating on the evaluation is partially effective or ineffective.
- 10.7.2 The process will be coordinated and closely monitored by the District to ensure due process and opportunity for improvement.
- 10.7.3 No later than the tenth school day of the school year immediately following the rating of partially effective or ineffective, the evaluator and the licensed employee will collaboratively develop a written improvement plan which will be shared with and signed by the appropriate Assistant Superintendent.
- 10.7.4 If a second consecutive summative performance evaluation rating is partially effective or ineffective, the appropriate Assistant Superintendent will provide direct input into the plan.
- 10.7.5 Association representation shall be afforded at the licensed employee’s request throughout the process. The licensed employee shall be advised of his/her right to such representation.
- 10.7.6 Components of the Improvement Plan shall include:
- Targeted areas for improvement
 - How improvement will be measured and monitored
 - Targeted and timely opportunities for resources and training
 - Access to professional development and

resources including professionals with background in a similar area

- An option to access effective or highly effective professionals for support
- A student learning objective when applicable
- Periodic review of progress
- A timeline for Improvement Plan completion

10.7.7 Outcomes of the Improvement Plan

10.7.8 If at the conclusion of the improvement plan, the licensed employee is performing effectively, no further action shall be taken concerning the original improvement plan. Successful completion of the improvement plan shall be documented in the summative evaluation, and he or she shall return to the standard performance evaluation process.

10.7.9 If at the conclusion of the improvement plan the licensed employee is not performing effectively, a subsequent improvement plan will be created to address continued areas for improvement.

10.7.10 A licensed employee who is rated as ineffective or partially effective using a process that includes 50% student growth and 50% professional practice data for two consecutive years shall lose non-probationary status.

10.7.11 A non-probationary licensed employee who objects to a second consecutive Performance Evaluation Rating of partially effective or ineffective may appeal the rating following a formal appeals process.

Revised: 04/15

10.8 GENERAL PROVISIONS

10.8.1 In accordance with state law, the District shall establish a performance evaluation system which serves as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure professional growth, development, and level of performance of licensed personnel.

The evaluation system also shall serve as the measurement of effective performance, ensure that licensed personnel receive adequate feedback and professional development support to improve their effectiveness, and provide documentation for dismissal for ineffective performance.

10.8.2 The District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel.

- 10.8.3 No minor deviation in the evaluation procedures by either party shall invalidate the process or the evaluation report.
- 10.8.4 The District shall take steps to ensure that conditions related to evaluations meet the purpose and beliefs.
- 10.8.5 The content of the evaluation, the ratings given, and any improvement or development plan shall not be grievable under the District's formal grievance process.
- 10.8.6 Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board policy, or contract. This policy and/or the evaluation system will not be deemed or construed to establish any conditions prerequisite relative to renewal of contracts, transfer, assignment, dismissal, or other employment decisions relating to school personnel except as outlined in Colorado state law.
- 10.8.7 All employment decisions remain with the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Entire Article Rewritten and Adopted Effective: 07/14

ARTICLE 11—TEACHING CONDITIONS

Schools in PSD are on differing bell schedules for a variety of reasons; therefore, defining a consistent 40-hour workweek for all certified staff is challenging. Salaried employees cannot be paid overtime; therefore, sites should use the following parameters for use of time outside the bell schedule.

11.1 PROFESSIONAL RESPONSIBILITIES

Licensed staff members are expected to complete the duties of their job in a professional manner.

Unless otherwise determined at the site, the school day begins ½ hour before and ends a ½ hour after the school bell schedule. Time outside the bell schedule shall be determined at each site, in a shared decision-making process to determine the structure of the work day and work week and devise a plan for scheduling of meetings and trainings to support district and building goals. Site's shared decision-making process shall be developed cooperatively and shared with all staff members. Site teams shall work to maintain balance between individual and collaborative time. Other professional responsibilities include:

- Building-wide meetings
- Department, team, and grade level meetings
- Supervisory duties
- Evaluation conferences
- Parent communications
- State required student support meetings (IEP, 504, ALP, MTSS, EL, READ, etc.)

11.1.1 STAFF MEETINGS: Building administrators may hold staff meetings not to exceed a total of 120 minutes in duration per month. An effort should be made to share the agenda in advance. Special meetings may be called by the principal to address specific and unusual circumstances.

- All affected staff members will participate.
- If other meetings or committees need to meet outside the allowed staff meeting time, sites should refer to the Extra Duty Pay Schedule for compensation.
- When creating meeting schedules, sites should consider avoiding meetings during weeks with additional site commitments. (Ex. Conferences, Back to School Nights, etc.)
- A site, using their shared decision-making process may mutually agree to modify the frequency or duration of staff meetings.
- Use of time and schedule of meetings should be reviewed by the site's shared leadership team on an annual basis for effectiveness and necessity.

11.2 DESIGNATION OF DAYS,

- 11.2.1 As a provision for clarification of teachers' assigned responsibility and opportunities, the following lists negotiated days which shall be designated for each year calendar.

	<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>
Parent-Teacher Conf./Exchange Days	3	2	2
District/Bldg. Collaboration Days	5	5	3
Teacher Workdays	5.5	3.5	2.5

- High School also provided weekly late start for collaborative work

Definitions

- 11.2.2 **Teacher Work Day:** These days are reserved for teacher use within his/her building; not available for administrative meetings or assignments; designated teacher work days require teachers to be present at the building in the same time frame and subject to the same leave policies as would apply to a regular teaching day.
- 11.2.3 **Exchange Days:** Site staff are expected to hold parent-teacher conferences and participate in certain events that occur outside the normal bell schedule. Exchange days are provided for conferences and/or other school related events. The rate of exchange for these days shall be consistent with the teacher's regular contract day.
- 11.2.4 **District/Training Days:** These days are provided for Professional Development (PD), required or optional, offered at the District or Building Level. Teachers not participating in required or optional PD have on-site teacher directed time. Subject to the same leave policies as would apply to a regular teacher day.
- 11.2.5 **Collaboration Days:** Collaboration days are provided for building staff to work together to address building and district goals. Half of the day will be principal/building directed and half will be teacher directed.

Revised: 04/16; Revised: 03/17
Revised: 05/18

- 11.2.6 **Floating Workday** -- Two full substitute days, which may be split into half days, will be available for each teacher as a floating workday. The date shall be determined at least 5 school days in advance in consultation with their administrator and shall be used at the discretion of the teacher to relieve workload issues. The administrator shall consult with the teacher to determine another possible date if there is a conflict. Work may occur at any PSD location after consultation with their administrator. Part-time

teachers will receive a partial day based upon their assignment.

- These days shall not be used on district designated variance days.
- These days shall not be used on designated collaboration days.
- These days shall be rescheduled if the absence places a specific undue burden on the site.
- These days are limited to one day per month.
- These days shall not be used on consecutive work days.
- The conditions of 11.2.6 shall be modified upon mutual agreement of the administrator and the teacher.

Revised: 04/15 Revised: 02/17

11.2.7 Literacy Testing - Each K-3 teacher who administers literacy assessments or kindergarten school readiness assessments will have up to three days of substitutes available to complete required literacy assessments. Schools with seven identified students on READ Plans reading below grade level in fourth and fifth grade will receive one day of substitute coverage. Schools with more or less than seven students receive substitute coverage on a pro-rated ratio of seven to one.

Adopted: 05/99 Revised: 08/06 Revised: 05/07
Revised: 08/07 Revised: 05/10 Revised: 05/13
Revised: 04/16 Revised: 04/17

11.3 CONTRACT LENGTH FOR LICENSED STAFF

11.3.1 The contract length for first year probationary teachers (P-1s) will be extended by three days during their first year. The additional days are necessary to address Poudre School District orientation and the required state induction program for probationary staff. The probationary teachers will be paid the staff development rate for these additional days that they work.

11.3.2 The contract length for second and third year probationary teachers (P-2 and P-3's) and all non- probationary teachers is negotiated annually.

Adopted: 05/96 Revised: 09/97 Issues Resolution Process Revised: 05/98
Revised: 07/00 Revised: 08/06 Revised: 08/07 Revised: 06/10

11.4 TEACHER PREPARATION TIME

The school day time of licensed personnel will be divided among instruction, student supervision, planning, and lunch. The teacher's instructional and supervision/duty time shall be scheduled by the principal (or his/her designee) and instructional leaders. The time that is not instructional, supervision/duty, or lunch shall be considered professional planning time for use by the teacher at his/her discretion. Teachers working with their teams,

must have ample time to prepare lessons for their students. Meetings scheduled during a teachers' plan time shall be at the discretion of the teacher and/or the team.

Adopted: 07/05 Revised: 08/07
Revised: 05/18

11.5 ELEMENTARY PREPARATION TIME

In recognition of the need for adequate planning for all 60%+ teachers, continued emphasis shall be placed on developing weekly schedules which allow each elementary teacher approximately 225 minutes per week for planning purposes (100% contract=225 minutes for planning for 60%-99% contracts, planning time is prorated based on % of contract). Efforts will be made wherever possible to distribute this planning time to allow for an average of 45 minutes each day, exclusive of lunch, for planning. It is understood that in some buildings it may not be possible to schedule this time each and every day, but building principals are encouraged to make every attempt to reach that objective.

- 11.5.1 Each 100% contracted elementary teacher shall be guaranteed a minimum of 225 minutes of preparation/planning time per week (100% contract= 225 minutes for planning, for 60%-99% contracts, planning time is prorated based on % of contract). Further, every effort will be made to give each teacher planning time every day. Calculation of the 225 minutes planning time is not to include before school nor the 30 minutes per day of uninterrupted lunchtime. No time period of less than 25 continuous minutes shall be counted as part of the 225 minutes total, except for 15-minute segments attached to the 30-minute uninterrupted lunchtime.

If there are schools which are unable to comply with the requirement of 25 minute minimum blocks of time, the school principal shall present his/her case for a waiver from this requirement to the appropriate Assistant Superintendent and PEA President.

- 11.5.2 Elementary teachers shall not be regularly assigned to supervision of students during the lunch hour, except and unless such assigned supervision does not interfere with access by the teacher to the 225 minutes of preparation time per week. Such supervision during lunch shall be assigned only due to a paraprofessional absence extending beyond one day. A substitute paraprofessional shall be hired to fill the supervisory role if at all possible.
- 11.5.3 This elementary planning time agreement is a permanent procedure, but subject to minor adjustments as needed by agreement of the appropriate Assistant Superintendent and the appropriate PEA leadership.

Adopted: 11/92 Revised: 05/96 Revised: 05/97
Revised: 07/03 Revised: 07/05 Revised: 03/09
Revised: 05/12

11.6 COMPREHENSIVE MIDDLE SCHOOL PREPARATION TIME

- 11.6.1 A full-time teaching load shall include instructional minutes of 1400 minutes per week, plus or minus 20 minutes to allow for variance in school scheduling models.
- 11.6.2 A full-time teacher's individual professional plan time shall be 400 minutes per week, plus or minus 15 minutes to allow for variance in school scheduling models. Individual professional plan time is for use by the teacher at his/her discretion.
- 11.6.3 Master Schedule Plans shall be submitted for approval to the appropriate Assistant Superintendent and Executive Director of Human Resources.

Adopted: 07/05 Revised: 05/12 Revised: 05/13
Revised: 03/17

11.7 DUTY FREE LUNCH

- 11.7.1 The lunch period shall be in compliance with current district policy.
- 11.7.2 All full-time staff members shall be allowed a minimum of thirty (30) minutes duty-free time for lunch as arranged by the supervisor.

Adopted: 11/92 Revised: 05/96 Revised: 07/03

11.8 COMPREHENSIVE HIGH SCHOOL EMPLOYEES

- 11.8.1 A full-time teaching load shall include 1300 instructional minutes per week, plus or minus 15 minutes to allow for variance in school scheduling models.
- 11.8.2 A full-time teacher's planning time shall be 450 minutes per week, plus or minus 20 minutes to allow for variance in school scheduling models. Planning time is for use by the teacher at his/her discretion.
- 11.8.3 The time that is not instructional or planning (see 11.1.5) shall be scheduled at the site level using a collaborative process, with the building principal having authority to make the final decision based on the staff's collaborative input.
- 11.8.4 Master Schedule Plans shall be submitted for approval to the appropriate Assistant Superintendent and Executive Director of Human Resources.

Adopted: 05/12

11.9 TEACHERS WORKING MORE THAN A STANDARD 100% CONTRACT

When, in the best interests of the District, a teacher works more than a 100% contract, the following personnel procedure shall be followed. Allowing a teacher to work more than a 100% contract shall be a rare exception requiring prior approval by the appropriate Assistant Superintendent and President of Poudre Education Association. A schedule shall not be intentionally built which results in an over 100% contract. An over 100% contract shall only be based on the best interest of a program and not on the need or desire of an individual for additional compensation. The appropriate Assistant Superintendent will create an Employee Report to document the over 100% contract to go to Payroll with the hiring Employee Report.

- 11.9.1 Principal at a site with over 100% contract position shall request approval to proceed from the appropriate Assistant Superintendent. The President of Poudre Education Association shall be consulted by the appropriate Assistant Superintendent.
- 11.9.2 Candidates for the position shall be informed of the details of this greater than 100% position by the hiring principal.
- 11.9.3 Employee Report recommendations for hire shall be sent to the appropriate Assistant Superintendent by the hiring principal.
- 11.9.4 Compensation for the portion beyond 100% shall be calculated as dictated by the sites schedule.

Adopted: 05/99 Revised: 07/03 Revised: 03/09
Revised: 05/14

11.10 ACADEMIC FREEDOM AND CONTROVERSIAL ISSUES

- 11.10.1 The Board and PEA recognize that the right of academic freedom is subject to the United States and Colorado Constitutions and interpretive case law, and that under Colo. Const. Art. IX, § 15, the Board is vested with control of instruction in the school district. Within these parameters, academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the community. Discussion and analysis of controversial issues must be conducted within the framework of the fundamental values of the community and the policies, educational philosophy, objectives, and curriculum of the school district.
- 11.10.2 Within the preceding frame of reference and as it pertains to the approved program of studies, academic freedom in the schools is defined as the right:
 - To teach and learn about controversial issues;
 - To use materials which are relevant to the levels of ability and

maturity of the students and to the purpose of the school system;

- To maintain a classroom environment which is conducive to the free exchange and examination of ideas;
- Of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment; and
- Of teachers to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

11.10.3 Good teaching embodies the art of keeping students on the right track in the search for truth, seeing that they know admitted facts and a variety of opinions, and establishing the habits of logical thinking and opinion formation. Controversial issues may be presented in classes where they are relevant to the program of studies and are presented in a manner as free from bias and prejudice as possible. With these points in mind, the following policy provisions are established:

11.10.3.1 Controversial issues arise from conflicts with the interests, beliefs, or affiliations of citizens. Such issues involve important proposals or policies concerning which citizens hold different points of view. Most of the school curriculum is composed of established truths and accepted values. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Only through the study of such issues, political, economic, or social, does youth develop abilities needed for citizenship in our democracy.

11.10.3.2 Without minimizing the importance of established truths and values, Poudre School District shall foster dispassionate, scientific studies of controversial issues in an atmosphere as free as possible from bias and prejudice.

11.10.3.3 The teacher shall strive to serve as an impartial moderator and shall not attempt, either directly or indirectly, to limit or control the judgment of his other pupils on controversial issues. The teacher shall foster the study of such issues rather than teach a particular viewpoint in regard to them.

11.10.3.4 The pupil shall have the right to study an issue in accordance with his or her maturity and shall have the

right of free access to all relevant materials. The pupil shall have the right to study under competent instruction in an atmosphere free from partisanship to express his or her own opinions on controversial issues without jeopardizing his or her relationship with his or her teachers or the school.

11.10.3.5 The rights of students, parents, and teachers shall be respected. If complaints arise regarding educational materials, subject matter, or methodology, they shall be handled by a fair and orderly process within a reasonable period of time. District personnel or the Board of Education, individually or collectively, who receive complaints shall not give formal consideration to said complaints until they have been addressed in the following manner:

- a. If the complaint is lodged directly with the teacher, an immediate dialogue between the teacher and the complainant is encouraged, with the hope that the concern may be resolved at that level with no further action necessary.
- b. If the complaint is lodged with other than the teacher or an administrator, the matter shall be immediately referred to the teacher and the building principal.
- c. The first effort of a principal or other administrator in dealing with a complaint shall be to allow the teacher involved to seek resolution of the concern, with or without the involvement of the principal as circumstances may indicate.
- d. If attempts at informal resolution of the complaint are unsuccessful, the complainant shall file a formal written complaint with the District after which a hearing shall be held involving the complainant, the teacher, the principal or other administrator, and other appropriate parties. Every reasonable effort shall be made to settle the matter at this level.
- e. If further consideration is necessary, the complaint shall be referred to the appropriate district administrator and a decision shall be made as to whether or not temporary restrictions shall be placed on the use of the materials, subject matter, or methodology pending

resolution of the concern.

- f. The appropriate district administrator shall select and chair a committee including appropriate representation of teachers, administrators, media specialists, and parents or other citizens. The committee shall hear all parties involved in the complaint and render to the complainant its decision in writing within ten school days following the hearing.
- g. The complainant shall be informed that any further consideration of the matter shall require arrangement with the Superintendent for a hearing by the Board of Education at which all parties involved shall be heard along with the complainant. The decision of the Board shall be final and shall be rendered no later than the time of its next regularly scheduled meeting.

Revised: 04/15

- 11.10.4 Textbooks or supplementary text materials previously approved by the Board of Education shall not be included in these procedures but shall be referred to the appropriate Instructional Improvement Committee which shall make recommendations through the Action Review Committee to the Board of Education concerning their continued use.

Adopted: 11/92 Revised: 07/03 Revised: 05/08

ARTICLE 12—PAY AND BENEFITS

12.1 ADDITIONAL ASSIGNMENTS

- 12.1.1 Additional compensation shall be paid to licensed and classified staff who perform assignments not otherwise addressed by the Extra Duty Stipend Schedule. Examples of these assignments shall include Eco Week responsibilities, curriculum writing, and in-house substituting, and in-service participation.
- 12.1.2 When a licensed employee is an in-house substitute teacher for a 90-minute block period, the compensation will be twice that of an in-house substitute for a traditional class period.
- 12.1.3 Classified employees holding a teaching license or a substitute authorization can be used as an emergency substitute within their building when the district substitute coordinator determines that a substitute cannot be found for a position.
- 12.1.4 The classified employee will receive both his/her regular classified wages as well as the licensed in-house substitute rate. This rate will be paid regardless if the employee's classified position is backfilled.

Adopted: 11/92 Revised: 05/97 Revised: 07/00
Revised: 08/07 Revised: 03/09 Revised: 05/12
Revised: 4/18

12.2 ELEMENTARY TEACHER EXTRA DUTY PAY

12.2.1 ELEMENTARY EXTRA DUTY SCHEDULE* 2018-2019

TIER 1 \$100	TIER 2 \$200	TIER 3 \$300	TIER 4 \$400
Talent Show Lead (1)	Science Olympiad (1/10 ratio up to 3)	Odyssey of the Mind Coordinator (1)	Music Programs Coordinator (1)
Scheduling (up to 5)	Lego Robotics (1/10 ratio up to 3)	Student Leadership (up to 3)	Assessment Coordinator (1) (Not eligible if already in job description)
Crisis Response Team Lead (1)	Academic Enrichment Clubs (up to 5) (Art, Math, Reading, Science)	ECO Week Overnight (10)	Tutoring (up to 3)
Geography Bee (1)	Music Club (1)	School Accountability Team (up to 2)	MTSS Members (up to 8)
Spelling Bee (1)	Tech Team Committee (Up to 6)	School-Wide Culture Team-Ex: PBIS (up to 4)	Site Based Decision Team-Ex: IB, Core, etc. (Up to 8)
Staff Activities Members (up to 2)	Kindergarten Registration (up to 4)	Webmaster (Facebook, Twitter, other social media) (1)	Misc. Yearlong Student Enrichment Clubs (Up to 4)
Staff Wellness Committee Lead (1)	Staff Activities Lead (1)	Misc. Enrichment Clubs (1 per club up to 2 per school)	Misc. Coordinator (Prior Approval needed from HR/PEA)
Science Fair (up to 2)	*Student Wellness Clubs (Up to 6)	Misc. Leadership (up to 2)	
Chess Club (1)	Newsletter (1)		
Art Show (1)	Yearbook (1)		
District Track Meet (1)	PTO Member (up to 2)		
Foreign Language Club (1)			
Extra Duty Coordinator (1)			

NOTE: The amounts above include both employer PERA and employer Medicare.

Guidelines:

1. The preparation of the Extra Duty plan shall be a collaborative effort between the Principal, PEA representative, and the office manager.
2. Licensed staff members can receive more than one of the posted stipends.
3. Activities must be above and beyond the licensed staff member's job responsibilities.
4. Stipends may be divided to pay more than one staff member for the activity.
5. Schools may not exceed the posted stipends for each activity.
6. Only licensed employees are eligible for the stipends.
7. If a school does not have the activity listed in the schedule, they may trade out the posted activity for an already existing activity not listed.

*Wellness Clubs can be paid for multiple seasons (Fall, Winter, Spring)

12.3 ELEMENTARY TEACHER EXTRA DUTY PAY CRITERIA

12.3.1 Criteria

Any Elementary Teacher Extra Duty Pay must follow these criteria:

- 12.3.1.1 Activities must be above and beyond the licensed employee's job description and/or falls outside of contract hours.
- 12.3.1.2 Activities must directly benefit students/parents or add to the professionalism of the building.
- 12.3.1.3 Plan time and duty free lunch time given towards extra duty may be compensated, but does not include expected supervisory duties.
- 12.3.1.4 Only licensed teachers will be eligible for this money, regardless of their contract percentage.
- 12.3.1.5 Anything for which one already receives compensation through time or money does not count, such as activities that occur during regular contract time.
- 12.3.1.6 Anything for which an individual receives credit hours does not count.

Adopted: 05/96 Revised: 05/97
Revised: 03/09 Revised: 05/16

Revised: 08/07
Revised: 04/17

12.4 COMMUNICATING CHANGES TO EXTENDED CONTRACTS

- 12.4.1 Decisions resulting in changes in employees' Extended Contracts will be made and communicated to the employee by the last day of each school year. Extensions of the deadline may need to be agreed upon if staffing is not released in March.

Adopted: 07/00

12.5 HIGH SCHOOL DEPARTMENT LEADER EXTRA DUTY PAY

12.5.1 Extra duty compensation will be provided for all comprehensive high school department leaders according to the following plan:

Department (Large)	Extra Duty Column	Extended Contract	Extra Duty Column (if no release period)
Business			O, Step 2
Language Arts		5 days	O, Step 2
Math			O, Step 2
Science			O, Step 2
Foreign Language			O, Step 2
ESL, ELL, ELA			O, Step 2
Social Studies		5 days	O, Step 2
Special Education		5 days	O, Step 2
Department (Small)	Extra Duty Column	Extended Contract	Extra Duty Column (if no release period)
Art		5 days	N/A
Consumer & Family Studies		5 days	N/A
Technology Ed		5 days	N/A
Music			N/A
Physical Education		5 days	N/A
PACE	N/A	5 days	N/A
* Counseling		40 days	N/A
* Media		20 days	N/A

*Other Media and counseling extended contracts will be assigned by the principal as needed from building staffing.

Adopted: 08/92 Revised: 02/97 Revised: 05/99
 Revised: 07/00 Revised: 07/01 Revised: 07/02
 Revised: 07/04 Revised: 08/06 Revised: 03/09
 Revised: 05/13 Revised: 05/16

12.6 MIDDLE SCHOOL, CENTENNIAL, POLARIS DEPARTMENT LEADER
EXTRA DUTY PAY

Each Leader: Column O Step 2; and when not given an extra planning period
Column F of the Extra Duty Salary Schedule

Large Department Leaders:

- Language Arts
 - Social Studies
 - Science
 - Math
 - Special Education
-

Each Leader: Column I; no extra planning period or additional column

Small Department Leaders:

- Foreign Language
- Business
- Consumer and Family Studies
- Technology
- Art
- Music
- Physical Education
- Reading
- ESL/ELL/ELA

If 3.0 or more FTEs in a Department:

Each Leader: Four release days and Column I of Extra Duty Salary Schedule

If fewer than 3.0 FTEs in a Department:

Each Leader: Four release days or \$80 per day in lieu of each release day

Counseling: 30 days of Extended Contract (.150 FTE) to: Blevins, Boltz,
Kinard, Leshner, Lincoln, Preston, Webber Middle Schools and Centennial
High School

20 days of Extended Contract (.100 FTE) to: Cache La Poudre, Wellington,
Polaris

Media: 10 days of Extended Contract (.050 FTE)

Adopted: 08/92	Revised: 02/97	Revised: 05/97
Revised: 05/98	Revised: 05/99	Revised: 07/00
Revised: 03/02	Revised: 07/03	Revised: 07/04
Revised: 08/06	Revised: 05/08	Revised: 03/09
Revised: 06/10	Revised: 05/13	Revised: 05/16

12.7 CALCULATION OF EXTENDED CONTRACT PAY

The percentages listed below are applied to the regular step and lane placement for a licensed employee's negotiated contract.

Extended Contract Compensation for Licensed Personnel All extended contract days are paid at .5% for each day.

Example:

1 DAY	.5%
2 DAYS	1.0%
3 DAYS	1.5%
4 DAYS	2.0%
5 DAYS	2.5%
6 DAYS	3.0%
7 DAYS	3.5%
8 DAYS	4.0%
9 DAYS	4.5%
10 DAYS (Two weeks)	5.0%
15 DAYS (Three weeks)	7.5%
20 DAYS (Four weeks)	10.0%
25 DAYS (Five weeks)	12.5%
30 DAYS (Six weeks)	15.0%
35 DAYS (Seven weeks)	17.5%
40 DAYS (Eight weeks)	20.0%

Adopted: 05/97 Revised: 09/97 Issues Resolution Process
Revised: 07/00 Revised: 08/06 Revised: 08/07
Revised: 03/09

12.8 EXTENDED CONTRACT FOR ELEMENTARY MEDIA SPECIALISTS

12.8.1 All 100% elementary school media specialists will be granted an extended duty contract of ten days per year. Media specialists less than 100% will receive a pro-rata share of the ten days based on percent of media contract. These additional ten days will be used immediately after and/or before the school year to perform those duties requiring professional judgment and knowledge of the curriculum and the media center collection.

Adopted: 11/92 Revised: 03/09

12.9 BENEFITS

12.9.1 Benefits, in addition to basic salary, are recognized by the Board of Education as an integral part of the total compensation plan for eligible staff members.

12.9.2 It is the policy of the Board of Education that provision for appropriate benefits, such as various forms of insurance and negotiated agreements, shall be included in compensation provisions for staff. The Public Employees' Retirement Association

(PERA) retirement plan, worker's compensation, and other forms of benefits and insurance shall be provided as required by law.

12.9.3 The Board of Education makes available life insurance and health and dental benefits for all eligible employees. Employees will be eligible for benefits as outlined in the specific Plan Document & Plan Summary or insurance policy. Assignments designated as temporary, substitute, or contract, assignments on the “S” salary schedule, or with variable working hours as defined by the District, do not count towards benefits eligibility.

Revised: 04/16

12.9.3.1 Summary of District Contributions

Plan	Full-time employee	Part-time employee*
PPO-1	District contributes up to \$7356 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$6456 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
PPO-2	District contributes up to \$6456 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$6456 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
Dental	District contributes up to \$540 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$540 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.
Life Insurance	District contributes up to \$75.00 per year for \$50,000 policy. Optional coverage is available for employee, spouse, domestic partner, partner in a civil union and children. Employee pays 100% for any dependent coverage elected.	District contributes up to \$75.00 per year for \$50,000 policy. Optional coverage is available for employee, spouse, domestic partner, partner in a civil union and children. Employee pays 100% for any dependent coverage elected.

* An Administrative/Professional Employee or Licensed Teacher is eligible if their contract is

70 – 99.99%. A Classified Employee is eligible if their assignment is normally scheduled for 1041.55 – 1479.99 academic annual hours based on the then current standard classified calendar.

- 12.9.4 Details concerning eligibility and coverage are contained in separate booklets and other materials available to employees. The Plan Document & Plan Summary or the insurance policy for each specific plan exclusively governs employee's rights regarding the insurance.
- 12.9.5 Except as required by law, life, health, dental, and other benefits are not provided to substitute, temporary, or contract employees.
- 12.9.6 Other optional benefits and payroll deductions may be available for staff who wish to participate.

Adopted: 11/92	Revised: 05/95	Revised: 05/96
Revised: 05/97	Revised: 07/02	Revised: 07/03
Revised: 08/07	Revised: 05/08	Revised: 03/09
Revised: 07/10	Revised: 05/12	Revised: 05/13
Revised: 04/15	Revised: 05/17	Revised: 05/18

12.10 LANE CHANGES/PROFESSIONAL GROWTH

NOTE: The lane change process is not synonymous with the Colorado Department of Education process for re-licensure. Timelines and requirements may be similar in some ways, but distinctly different in other ways.

- 12.10.1 Licensed staff employed in Poudre School District are placed on the Licensed Salary Schedule according to level of experience (step) and level of education (lane). For licensed staff new to the district, initial lane placement will be determined by highest degree at the time of hire from a regionally accredited college or university shown on original, official transcripts.
- 12.10.2 Course work beyond degrees may be accepted for horizontal movement on the salary schedule if the course work contributes to the professional assignment or professional growth of the staff member.
- 12.10.3 Lane change for a degree may be completed by providing evidence of the degree with an official transcript or diploma with date of conferral; listing of hours is not required.
- 12.10.4 Requests for all other lane changes must include an Application for Professional Growth Credit (Lane Change) form completed online or in blue or black ink, plus official college/university and/or PSD transcripts for the courses being submitted. Transcripts should not be highlighted or otherwise marked. To be eligible for lane changes, all coursework must be taken through a regionally

accredited college or university or Poudre School District Professional Development.

12.10.5 All hours applied to lane change are subject to approval by the Executive Director of Human Resources or his or her designee, assisted by the Professional Growth Committee established for this purpose.

12.10.6 To be eligible for lane change credit, courses must be:

12.10.6.1 Graduate level courses taken through a regionally accredited college or university with a grade of C- or better that are:

12.10.6.1.1 Courses in the subject area in which the licensed employee is currently assigned or has been assigned, or courses related to the staff member's current or past assignment, or courses in a general education or interdisciplinary area; and

12.10.6.1.2 Courses taken after the receipt of the initial educator license; and

12.10.6.1.3 Courses taken after the conferral of the highest degree awarded.

12.10.6.2 Or undergraduate courses, with prior approval, taken through a regionally accredited college or university with a grade of C- or better that are:

12.10.6.2.1 Courses related to the staff member's current or past assignment, or

12.10.6.2.2 Spanish courses, or

12.10.6.2.3 Technology courses.

12.10.6.3 Or applicable Poudre School District professional development courses.

12.10.7 Specialized Service Professionals (SSP) Professional Development for Lane Change Credit includes Audiologists; Counselors; Mental Health Specialists; Nurses; Occupational Therapists; Physical Therapists; School Psychologists; School Social Workers; Speech/Language Clinicians; and Vision Mobility Specialists.

- 12.10.7.1 Professional development opportunities for SSPs will include those courses sanctioned/endorsed by the SSPs state or national professional organization and/or other PD opportunities approved by the Director of Integrated Services or the Director of Student Services prior to the SSP taking the professional development course for lane change credit.
- 12.10.7.2 Following the completion of the professional development opportunity described above, the SSP will submit to the Director of Integrated Services or the Director of Student Services the following: completion certificate with contact hours; a copy of the conference program; and the SSP Professional Development Lane Change Credit form.
- 12.10.7.3 Upon approval from the Director of Integrated Services or the Director of Student Services, the SSP will then submit the following to Human Resources for lane change credit: PSD Lane Change form; completion certificate from all professional development described above; copies of programs from each professional development opportunity described above; the SSP Professional Development Lane Change Credit form signed by the SSPs respective Director.
- 12.10.7.4 Professional development opportunities for SSPs may also include courses that are offered outside PSD and that the Director of Integrated Services or the Director of Student Services requests that the SSP attend.
- 12.10.7.5 Professional development for lane change for SSPs will be available for courses taken during the SSPs employment with Poudre School District.

12.10.8 Lane Change/Salary Adjustment Timeline

Lane Change/Salary Adjustment Timeline	
Adjustment Period 1: August-December	Adjustment Period 2: January-May
Courses taken January 1-August 31	Courses taken September 1-December 31
Lane change may be submitted any time prior to December 10	Lane change may be submitted any time prior to May 10
Lane change requests must be submitted by the 10 th of the month to be processed for the following month's payroll	Lane change requests must be submitted by the 10 th of the month to be processed for the following month's payroll
Salary adjustment effective August 1 and prorated accordingly	Salary adjustment effective January 1 and prorated accordingly

Adopted: 11/92 Revised: 08/07 Revised: 05/08
 Revised: 03/09 Revised: 05/12 Revised: 04/15

12.11 ADMINISTRATOR PROFESSIONAL EXPENSE ACCOUNT

12.11.1 The allowance for all administrators will be \$1,700 annually. These monies will be available July 1st of each year. A member can carry over a maximum of \$1,700 into the next year. This account is intended to keep the professional expenses of administrators from encumbering the funds at their sites.

12.11.2 This allowance may be used for the following areas:

- Tuition
- Conference fees
- Job-related travel
- Professional dues
- Subscriptions to professional magazines
- Equipment and Technology purchases that support the administrator's job responsibilities
- Furniture for classrooms or office
- Job related supplies
- Items for recognition of staff or volunteers
- Clothing for you or staff members that includes a PSD or School related logo (aka: spirit wear)
- Professional Learning Expenses (excluding PSD professional development options)
- Other items/opportunities not listed as approved in advance by Assistant Superintendent/Executive Director

12.11.3 Non-expendable purchases (e.g., technology, equipment, furniture, etc.), purchased with professional expense account monies is and

shall remain the property of Poudre School District.

12.11.4 All expenditures must comply with applicable District Policies and guidelines (e.g., Purchasing Policies, gift guidelines, etc.).

Adopted: 11/92 Revised: 05/95 Revised: 07/04
Revised: 08/07 Revised: 05/08 Revised: 05/09
Revised: 04/18

12.12 RETRAINING

12.12.1 An annual sum of money shall be set aside to be used to reimburse employees for training costs. Access to this reimbursement will be available to employees who have been involuntarily reassigned to positions for which they are not adequately trained or in which they do not have recent experience. Any employee so assigned may apply for this reimbursement. In no event shall this apply to people who are no longer employed in the District. Applications will be received and considered by the Executive Director of Human Resources and the appropriate employee group president(s) or their designees. Tuition and registration fees will be the expenses considered and will be totally or partially reimbursed based on the total number of applications and the sum of money available.

Adopted: 11/92 Revised: 04/94 Revised: 05/97
Revised: 05/99 Revised: 03/09

12.13 FAIR LABOR STANDARDS ACT (FLSA) COMMUNICATION

Principals and all Department Directors will be responsible for ensuring that licensed and classified employees under their supervision receive annual communication and education regarding federal law and district policy on FLSA. Emphasis will be placed on the requirements for compensable hours for classified employees. In addition, the law and district policy will be presented at appropriate training opportunities during each school year including during new employee orientations.

Penalties for non-compliance may include disciplinary action for those responsible and site-based budget reductions.

Adopted: 08/06

12.14 CLASSIFIED SALARY SETTING PROCEDURE

12.14.1 There is agreement that the Superintendent or designee will review and consult with the President and Vice-President of the Association of Classified Employees (ACE) regarding any proposed increases to classified employee(s) rate of pay, requests to hire classified employees at a rate of pay greater than 10% of the minimum of the range for the job classification being filled, or vacation schedule outside of the Employee Agreement, the classification system process, negotiated agreement and/or

promotional system.

Adopted: 07/05 Revised: 08/06 Revised: 05/12

12.15 CLASSIFIED PROFESSIONAL GROWTH PROGRAM

The Classified Professional Growth program (CPG) promotes the enhancement of training, knowledge, and skills for classified employees. CPGP provides recognition of employee achievement by paying a dollar stipend based on a minimum number of hours of attendance in classes and training that directly relate to classified positions in the Poudre School District.

Adopted: 05/95 Revised 05/96 Revised: 03/09

12.16 CLASSIFIED STAFF PROFESSIONAL DEVELOPMENT

- 12.16.1 Two days will be designated annually for classified professional development.
- 12.16.2 School and district professional development opportunities will be available and will be compensated according to Fair Labor Standards Act.
- 12.16.3 Funds will be available to support professional development opportunities.
 - 12.16.3.1 The Professional Development Department will designate training funds.
 - 12.16.3.2 Yearly allocations provided to schools for professional development opportunities will include a designation of funds.

Adopted: 07/05 Revised: 04/16

12.17 CALENDAR ADJUSTMENTS

The District calendar can result in annual variations to the number of workdays for 260-day employees. Appropriate compensation or time off will be provided based on the actual workdays in any given year.

Adopted: 08/06 Revised: 03/09

12.18 CLASSIFIED EMPLOYEE PROCEDURE WHEN DISTRICT IS CLOSED FOR HOLIDAYS

There is agreement that district support coverage will not be scheduled during days when the district is officially closed for holidays. When it is necessary to call out district support personnel due to building usage on days designated as non-use days per the Board regulation regarding non-use days, the employee(s) required to report to the site will be compensated at double their hourly rate of pay. When deemed appropriate, the cost of the compensation and any associated costs will be the responsibility of the site that initiated the call out.

Adopted: 08/06 Revised: 03/09

12.19 CAREER INCENTIVE

- 12.19.1 It is the intent of Poudre School District to provide a career incentive benefit for eligible employees. This benefit will be maintained as part of the total benefits package for Poudre School District employees.
- 12.19.2 Career incentive plans are to be managed by each employee group. For budget calculation purposes, career incentive plans are considered as part of the base staffing cost of the District, and increases or decreases in dollar amounts paid for such plans are included in the calculation of annualized percent change in compensation for the group.

Adopted: 05/95 Revised: 07/00

12.20 INVOLUNTARY CLASS COVERAGE

- 12.20.1 Teachers should not be unnecessarily burdened by having to cover classes for other teachers on a frequent and repetitive basis. Teachers shall not be asked to repeatedly use their preparation time to cover classes of coaching personnel when it is necessary to leave early.
- 12.20.2 Consequently, it is strongly recommended that either substitute teachers or part-time personnel already in the building be hired to cover that last class of the day. The hourly rate for one period of in-house substitute teaching is reflected on the current Special Salary Schedule (s).

Adopted: 11/92 Revised: 05/96 Revised: 07/02
Revised: 03/09

ARTICLE 13—LEAVES OF ABSENCE

13.1 SHORT TERM LEAVE TIME PROCEDURES AND ELIGIBILITY

- 13.1.1 Paid leave time will be treated as continuous employment. Employees with a scheduled work assignment are eligible for leave time according to the following schedule unless excluded in Article 13.1.4:
 - 13.1.1.1 Eligible Licensed Teachers: Paid Time Off (PTO) and Accrued Sick Leave Time. (Exception: see 13.4 for accrued sick leave information unless excluded in Article 13.1.4).
 - 13.1.1.2 Eligible Classified, Administrative and Professional Employees: Holidays and Sick Leave Time, unless excluded in Article 13.1.4.
 - 13.1.1.3 Eligible Classified, Administrative and Professional Employees: Floating Holidays.
 - 13.1.1.4 Eligible 260 day Classified, Administrative and Professional Employees: Vacation.
 - 13.1.1.5 All eligible employees: Authorized Absences with Pay, Authorized Absences Without Pay, School Business, Bereavement Leave Time, Military Leave, Jury Duty / Witness Leave Time.
- 13.1.2 The accrual rate for all employees will be on an hourly basis.
- 13.1.3 Eligibility is based on the hours or percentage of the current assignment, not a combination including former or future assignments.
- 13.1.4 Excluded from eligibility are partners, student teachers, exchange teachers, Poudre School District students, substitutes, summer temporary assignments, extra-duty assignments, and extended contract assignments.
- 13.1.5 The annual allotment will be granted on August 1 of each year for current employees. An eligible employee hired during the contract year rather than at the beginning of the contract year will have leave time accrued as a percentage of total time worked.
- 13.1.6 The following periods will be used for leave time:
 - 13.1.6.1 The annual leave year for all employee leave time shall be July 16 through July 15.

13.1.6.2 Leave time must be taken and reported by July 15 of each year to be counted towards the current year's leave balance. Time taken and/or reported July 16 or later will be counted towards the following year's leave balance.

13.1.7 At their discretion, supervisors may require leave time requests to be made in writing. Any employee who will be out 15 working days or longer will be required to apply for a leave of absence if eligible.

13.1.8 Leave time may be used immediately upon employment, although an employee who resigns or terminates employment with any type of leave deficit will be docked on the final paycheck for the leave used but not earned.

13.1.9 Loss of leave time will occur upon termination of all eligible assignments. If the employee is re-hired within 30 working days of termination, accrued time will be reinstated.

13.1.10 A classified employee who has transferred from a less than 12-month position to a 12-month position shall have years of service converted to 12-month service for the purpose of determining vacation leave accrual.

13.1.11 Employees may not exceed the amount of projected leave in one category without being docked salary, except as otherwise stated in these procedures.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
Revised: 05/97 Revised: 07/00 Revised: 05/01
Revised: 07/02 Revised: 07/03 Revised: 07/04
Revised: 08/06 Revised: 08/07 Revised: 05/08
Revised: 05/14 Revised: 04/16 Revised: 04/17
Revised: 05/18

13.2 REPORTING LEAVE TIME

13.2.1 Accounting of leave time for all employees will be reported on an hourly basis during scheduled work hours.

Adopted: 11/92 Revised: 05/96 Revised: 08/07
Revised: 05/14 Revised: 05/18

13.3 PAID TIME OFF (PTO) (PAID – LICENSED TEACHERS)

13.3.1 All eligible licensed employees will accrue Paid Time Off (PTO) equivalent to approximately ten days per year. Time will accrue in hours based on eligible assignments. Hours will be rounded for administrative purposes.

- 13.3.2 Any PTO not used at the end of a school year will transfer to the employee's accrued sick leave at a rate of 1.5 times the unused balance. Accrued sick leave will be subject to the guidelines under Article 13.4.
- 13.3.3 Use of PTO may be utilized at the employee's discretion for illness, professional or personal reasons. An absence for any reason will be charged to PTO first until all projected PTO is utilized. After PTO is exhausted, the employee may use accrued sick leave time based on the guidelines provided under Article 13.4.
- 13.3.4 In order to best assure that adequate substitute coverage is available, employees must request a substitute and notify their supervisor at the earliest possible date that they intend to use PTO. Prior notification is not required for employee or family illness.
- 13.3.5 Licensed staff will make every effort to avoid taking PTO on a variance day. Notification of a variance day absence shall be submitted in advance to the building supervisor.
- 13.3.6 Requests for PTO may be denied by the supervisor based on projected high substitute usage days as determined by the Executive Director of Human Resources and/or based on total expected absences for the site or district.
- 13.3.7 If a request for PTO should be denied by the site manager because of high usage days or because the day precedes or follows a vacation or holiday, the employee may petition the Executive Director of Human Resources for approval.
- 13.3.8 There is no reimbursement for PTO upon separation of employment.

Adopted: 05/96 Revised: 05/97 Revised: 07/00
 Revised: 07/04 Revised: 07/05 Revised: 08/07
 Revised: 05/08 Revised: 05/12 Revised: 04/15
 Revised: 05/18

13.4 ACCRUED SICK LEAVE TIME (PAID—LICENSED TEACHERS)

- 13.4.1 All eligible employees will accrue sick leave time as follows: (Hours will be rounded for administrative purposes.)
 - A teacher in the first year of service will accrue sick leave time equivalent to approximately 3 days per year. A teacher in the second or greater years of service will accrue NO sick leave time except as stated in the Paid Time Off benefit (Article 13.3).
- 13.4.2 Use of accrued sick leave is allowed in case of injury, illness, or disability to the employee or a member of the employee's

immediate family. For this purpose, "immediate family" is defined as the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent or custodial elder; and grandchild.

In addition, up to six weeks of accrued sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of accrued sick leave must begin on the day of placement.

- 13.4.3 If the licensed teacher is re-hired within 30 working days of termination of contract, accrued sick time will be reinstated and no break in service will occur for leave time accrual purposes. Loss of leave time will occur upon a break in service.
- 13.4.4 Unused accrued sick leave time is carried forward from year to year with no limitation on the number of hours accrued.
- 13.4.5 Prior approval is not required for accrued sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.
- 13.4.6 There is no reimbursement for accrued sick leave upon separation of employment from the district except in programs that may be provided by the licensed group.

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Revised: 05/01 Revised: 07/04 Revised: 08/07
Revised: 05/13 Revised: 05/14 Revised: 05/18

13.5 SCHOOL BUSINESS

- 13.5.1 When an employee is representing the school or district for activities directly resulting from his or her position, school administration can authorize the absence to be paid as school business. Requests for such authorization must be made in advance of the absence.

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13.6 FLOATING HOLIDAYS (PAID CLASSIFIED, ADMINISTRATIVE AND PROFESSIONAL)

- 13.6.1 The equivalent of approximately four floating holidays are granted annually to all classified, administrative and professional employees. Time will accrue in hours based on assignments. Floating holidays may be used in conjunction with vacation leave or school holidays.

- 13.6.2 Floating holidays must be taken on a scheduled work day, except for Food Service Department and Transportation Department employees who may use their floating holidays during school vacation periods.
- 13.6.3 Unused floating holiday time can be accumulated up to five days. A maximum of three consecutive floating holidays can be used at one time. If any employee accumulates more than the five days based on assignment, those in excess shall be automatically transferred to the employee's sick leave at an accrual rate of 1 to 1.5.
- 13.6.4 There is no reimbursement for Floating Holidays upon separation of employment.

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 Revised: 07/04 Revised: 07//05 Revised: 05/08
 Revised: 04/15 Revised: 05/18

13.7 HOLIDAYS (PAID CLASSIFIED, ADMINISTRATIVE AND PROFESSIONAL ON 260 DAY ASSIGNMENTS)

- 13.7.1 Nine (9) paid holidays are granted to all eligible 260-day employees.
- 13.7.2 The dates shall be established each year in accordance with the school calendar. These paid holidays are established from August 1 through July 31 of each contract year.
- 13.7.3 All classified employees working less than a 260-day assignment receive Thanksgiving and Christmas day as a paid holiday if the holiday falls within their eligible assignment.

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 Revised: 05/18

13.8 VACATION (CLASSIFIED, ADMINISTRATIVE AND PROFESSIONAL ON 260 DAY ASSIGNMENTS)

- 13.8.1 Paid vacation time is earned by all 260-day employees.
- 13.8.2 Scheduling vacations and approving vacation requests is the responsibility of each department supervisor. The desires of employees will be considered in scheduling vacations; however, vacations should be scheduled for times when they are least likely to interfere with the department's effective operations.
- 13.8.3 Paid vacation leave for classified employees is accrued in hours based on eligible assignments at the following rates:

- 13.8.3.1 1 through 5 years of employment: leave time equivalent to approximately 10 working days per year.
- 13.8.3.2 6 through 10 years of employment: leave time equivalent to approximately 15 working days per year.
- 13.8.3.3 11 years of employment and over: leave time equivalent to approximately 20 working days per year.
- 13.8.3.4 Additionally, in years 21 through 25 and over, leave time equivalent to one additional day for each year of service to a maximum of 25 days is accrued.

13.8.4 Paid vacation leave for administrators and professionals is accrued in hours based on eligible assignments at the following rate:

- 13.8.4.1 1 year of employment and over: leave time equivalent to 20 working days per year.
- 13.8.4.2 Additionally, in years 21 through 25 and over, leave time equivalent to one additional day for each year of service to a maximum of 25 days is accrued.

*NOTE: Hours will be rounded for administrative purposes.

13.8.5 Vacation time may be carried forward from one year to the next year. However, vacation projected maximums will be limited to two times an employee's annual accrual rate. Therefore, an employee can only carry over one times the employee's annual accrual rate. Any vacation time remaining above this limit on July 16th each year will be forfeited.

13.8.6 The payout upon termination of employment will be the actual current balance. Employees leaving the district will be counseled regarding the impact of their separation date on payment for accrued leave.

13.8.7 Vacation leave shall be earned beginning the first month of employment.

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 Issues Resolution Process Revised: 07/00
 Revised: 05/01 Revised: 07/03 Revised: 07/04
 Revised: 07/05 Revised: 08/06 Revised: 08/07
 Revised: 05/08 Revised: 04/17 Revised: 05/18

13.9 SICK LEAVE TIME (PAID – CLASSIFIED, ADMINISTRATIVE AND PROFESSIONAL)

- 13.9.1 All eligible employees will accrue sick leave time equivalent to approximately one day for each month of assignment. Time will accrue in hours based on eligible assignments. Hours will be rounded for administrative purposes.
- 13.9.2 Use of sick leave is allowed in case of injury, illness, or disability to the employee or a member of the employee's immediate family, for this purpose "immediate family" is defined as the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent or custodial elder; and grandchild.
- 13.9.3 In addition, up to six weeks of sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of sick leave must begin on the day of placement.
- 13.9.4 Unused sick leave time is cumulative from year to year with no limitation on the number of hours accrued.
- 13.9.5 Prior approval is not required for sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.
- 13.9.6 There is no reimbursement for sick leave upon separation of employment from the District except as otherwise provided in procedure.

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Revised: 05/97 Revised: 05/01 Revised: 07/04
Revised: 05/13 Revised: 05/14 Revised: 04/15

13.10 ADDITIONAL AUTHORIZED ABSENCES WITH PAY

13.10.1 Snow Days

13.10.1.1 When district facilities are closed because of snow or other hazards and the closure is authorized by the Superintendent, all employees will receive pay for the absence if the snow day was a scheduled work day for the employee.

- a. When non-exempt classified employees are required to work when schools are closed because of snow or other hazards and the school closure is authorized by the Superintendent, these non-

exempt classified employees will be paid their regular wage for all hours under 40 worked in the workweek and their overtime rate for any hours worked over 40 in the workweek in accordance with the Fair Labor Standards Act. In addition, they will be given time off at a one-to-one hourly ratio commensurate with their regularly scheduled work day. Employees must schedule the use of comp time with their supervisor.

- b. Exempt classified employees will not receive additional pay or comp time for any additional hours worked when schools are closed because of snow or other hazards and the school closure is authorized by the Superintendent or when schools are closed for an emergency.

13.10.1.2 Any other absence due to inclement weather or road conditions must be submitted as vacation or floating holiday if eligible.

Revised: 04/15 Revised: 05/18

13.11 BEREAVEMENT LEAVE TIME

- 13.11.1 Up to five days of paid bereavement leave shall be granted for all eligible employees due to death of an employee's immediate family member per occurrence. For this purpose, "immediate family member" includes anyone who lives in the employee's household plus persons not in the employee's household including the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent; grandparent; or grandchild; including biological, step, in-law, and foster relatives. Bereavement leave shall not be cumulative.
- 13.11.2 Absence necessitated due to a death of someone in the employee's family other than a member of the immediate family as described above may be given the same consideration as a death in the immediate family upon approval from the employee's immediate supervisor. If the employee is not approved for Bereavement Leave Time, the employee may appeal to the Executive Director of Human Resources or his/her designee. If the appeal is denied, the employee may use unused PTO, sick time, floating holiday leave time or vacation time (please refer to appropriate articles on leave time for specifics).
- 13.11.3 Classified, administrative or professional employee absences that extend beyond five days due to a death in the family will be charged to the employee's sick leave up to an additional 10 days.

Licensed teacher employee absences that extend beyond five days due to a death in the family will be charged to the employee's PTO up to an additional ten days. If no PTO is available, then the absence will be charged to accrued sick leave. The combination of PTO and accrued sick leave cannot exceed an additional 10 days. For any absence that extends beyond 15 days, an employee must request and be approved for a leave of absence under district policy (Family Leave of Absence 13.13; Medical Leave of Absence 13.15; or Extended Leave of Absence 13.17).

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13.12 JURY DUTY/WITNESS LEAVE TIME

- 13.12.1 An employee subpoenaed as a witness or called for jury duty shall be excused for the amount of time necessary to fulfill the witness or jury duty obligation, provided the employee is not a party of the litigation. Employees are reimbursed their regular rate of pay up to a maximum of fifteen days for serving as a witness or member of a jury. Employees may use other appropriate paid leave, if available, or unpaid leave for serving beyond the fifteen-day maximum jury duty payment.
- 13.12.2 The employee is not required to reimburse the District for compensation for testifying or jury duty and takes no reduction in salary.

Adopted: 11/92 Revised: 05/96 Revised: 08/07

13.13 FAMILY EXTENDED LEAVE OF ABSENCE (UNPAID)

- 13.13.1 An employee who has completed three continuous years of service from employment or re-employment in any position (excluding substitute or temporary positions) is eligible for a family leave of absence.
- 13.13.2 Family leave may be requested by an eligible employee for the purpose of:
- birth of his/her child or to care for his/her child following birth, (leave must commence within one (1) year of date of birth)
 - placement of a child with employee for adoption or foster care, (leave must commence within one (1) year of date of placement)
 - serious health condition of employee's immediate family member. For this purpose, "immediate family" is defined as the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent or custodial elder; and grandchild.

- 13.13.3 A leave must be requested if an absence is expected to extend beyond 15 working days.
- 13.13.4 Employees may be eligible for benefits other than those stated in this Agreement as provided by the Family and Medical Leave Act of 1993.
- 13.13.5 Use of paid sick leave time may be available as described in Article 13.4, Article 13.9, Sick Leave or Article 13.14, Leave Benefit to care for a terminally ill spouse, partner in a civil union, or domestic partner, or child including custodial children.
- 13.13.6 An employee requesting a family leave must submit a written request on an Application for Leave of Absence form. This request must be submitted to Benefits Services 30 days in advance or as soon as practicable. The request must include appropriate documentation as defined by Human Resources.
- 13.13.7 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.13.8 The Executive Director of Human Resources will make recommendations to the Board of Education in regard to licensed, administrative and professional leave requests. Leaves for licensed, administrative and professional positions will require approval by the Board of Education.
- 13.13.9 Following approval of a family leave, a leave agreement between the employee and the district will be generated. An employee on family leave must notify Human Resources in writing as prescribed by the written leave agreement. Should an employee wish to extend a family leave, the employee must present this request in writing to the Executive Director of Human Resources or designee in accordance with the timeline established in the leave agreement. Leaves of absence beyond one year will be extended only under unique circumstances. Failure to request this extension or failure to respond as prescribed in the written leave agreement will automatically terminate the leave of absence at the end of the original leave period. A request for an extension of leave must follow the same original approval process.
- 13.13.10 Any leave of absence or combination of leaves of absence may not extend beyond two complete school years, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.13.11 When an employee on family leave returns to duty, he or she shall return to his or her prior assignment or a comparable position.

Situations in which the employee is not returned to the same position which he or she left shall be covered by the same policies, procedures and statutes as apply to all other employee transfers.

13.13.12 While on family leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.

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13.14 LEAVE BENEFIT TO CARE FOR A TERMINALLY ILL SPOUSE, DOMESTIC PARTNER, PARTNER IN A CIVIL UNION OR CHILD

13.14.1 Poudre School District will offer a paid leave benefit for employees who have a need to care for a terminally ill spouse, domestic partner, partner in a civil union or child including custodial children. Employees are eligible for the benefit on the first of the month following their hire date in an eligible position(s) and who have 15 or more scheduled hours per week in that position(s).

13.14.2 Benefit – The leave benefit will pay 70% of earnings up to \$1,000 per week.

13.14.3 Approved Days – Leave shall be granted for any absence that meets the following criteria:

- a. Spouse, partner, or child as defined in 13.14.1 must be diagnosed by a physician (as defined by the Poudre School District Health Plan Document & Plan Summary) as terminally ill with a life expectancy of twelve months or less.
- b. The absence is over 15 working days. Days do not need to be consecutive but must be for the purpose of caring for the terminally ill spouse, partner, or child, as defined in 13.14.1. Partial days of absence must meet the equivalent of 15 full workdays before the employee is eligible for the leave benefit.

13.14.4 Non-Approved Days – Leave shall not be granted for following:

- a. Waiting Period: The first 15 working days of absence due to the need to care for a terminally ill spouse, partner or child as defined in 13.14.1 (may be partial days equal to 15 full work days). The employee must use projected leave time or be docked if leave time is not available.
- b. Non-contracted days (extended contract days, extra duty assignments and bus driver additional time are covered). The leave benefit shall cover normally assigned working hours only. Overtime and additional time shall not be covered.
- c. Days beyond the school year in which the request for leave benefit is received.

d. Non-working days

13.14.5 Limitations

- a. Approved time will be given only after the employee has used all his/her projected available sick leave and PTO or floating holiday leave.
- b. The Maximum Benefit Period is the greater of:
 - 90 working days
 - The exhaustion of projected sick and PTO/floating leave time
- c. If you are able to return to work during the Maximum Benefit Period then become eligible for this leave benefit again for the same terminally ill spouse, partner or child as defined in 13.14.1, you will be eligible for the leave benefit without having to meet the 15-day Waiting Period.

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Revised: 07/05 Revised: 05/13 Revised: 05/14

13.15 MEDICAL LEAVE OF ABSENCE (UNPAID)

- 13.15.1 Medical leave may be requested due to an employee's serious health condition only, and must be requested if an illness or medical disability extends beyond 15 working days.
- 13.15.2 Employees may be eligible for benefits other than those stated in this agreement as provided by the Family and Medical Leave Act of 1993.
- 13.15.3 Use of paid sick leave time may be available as described in Article 13.4 or Article 13.9, Sick Leave Time. Benefits may also be available under the Short-Term Disability Income Benefit Plan and/or the Group Long-Term Disability Policy.
- 13.15.4 An employee requesting a medical leave must submit a written request on an Application for Leave of Absence form. This request must be submitted to Benefits Services 30 days in advance or as soon as practicable. The request must include appropriate medical documentation as defined by Human Resources.
- 13.15.5 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.15.6 The Executive Director of Human Resources will make recommendations to the Board of Education in regard to licensed teacher, administrator and professional leave requests. Leaves for licensed teacher, administrator and professional positions will require approval by the Board of Education.

- 13.15.7 Following approval of a medical leave, a leave agreement between the employee and the District will be generated. An employee on medical leave must notify Human Resources in writing as prescribed by the written leave agreement. Should an employee wish to extend a medical leave, the employee must present this request in writing to the Executive Director of Human Resources or designee in accordance with the timeline established in the leave agreement. Leaves of absence beyond one year will be extended only under unique circumstances. Failure to request this extension or failure to respond as prescribed in the written leave agreement will automatically terminate the leave of absence at the end of the original leave period. A request for an extension of leave must follow the same original approval process.
- 13.15.8 Any leave of absence or combination of leaves of absence may not extend beyond two complete school years, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.15.9 When an employee on medical leave returns to duty, he or she shall return to his or her prior assignment or a comparable position. Situations in which the employee is not returned to the same position which he or she left shall be covered by the same policies, procedures and statutes as apply to all other employee transfers.
- 13.15.10 While on medical leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.
- 13.15.11 An employee on medical leave of absence may be required to provide a doctor's release to resume work on a full or part-time basis. The District may require the employee to be examined and released for work by a physician designated by the District at the District's expense.

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 Revised: 08/07

13.16 MILITARY OR OTHER GOVERNMENT ASSIGNMENT LEAVE

- 13.16.1 Any employee in the school district who is inducted into the Armed Forces or other government agency will be granted a leave of absence without pay. However, the first fifteen working days of the leave will be paid by the District. Subject to the conditions stated hereafter, the employee will be guaranteed a position at the salary he or she was receiving when he or she entered the service, plus any salary increments, retirement benefits, or sick leave allowances to which he or she would have been entitled had he or

she not entered the service. The employee will retain the status of probation or non-probationary he or she had achieved prior to entry into the service.

13.16.2 Upon completion of the employee's military or other government service, the employee must file a letter of intent to return with Human Resources within the time periods prescribed by law, but in no event later than six months after the conclusion of such service. Failure to file a letter of intent to return within the required time shall terminate the period of approved military or other government assignment leave and shall be deemed a waiver of the employee's reemployment rights.

13.16.3 Military leave granted under the terms of this section will not constitute interruption of service for purposes of other provisions stated elsewhere in board policy.

13.16.4 Colorado Revised Statute 28-3-601 Public Employees—Annual Military Leave

13.16.4.1 Subject to the conditions prescribed in sections 28-3-601 to 28-3-607, any officer or employee of the state or of any political subdivision, municipal corporation, or other public agency of the state who is a member of the National Guard or any other component of the military forces of the state organized or constituted under state or federal law or who is a member of the reserve forces of the United States, organized or constituted under federal law is entitled to leave of absence from his public office or employment without loss of pay, seniority, status, efficiency rating, vacation, sick leave, or other benefits for all the time when he is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding fifteen days in any calendar year. Such leave shall be allowed if the required military service is satisfactorily performed, which shall be presumed unless the contrary is established.

13.16.4.2 Such leave shall not be allowed unless the officer or employee returns to his public position immediately on being relieved from such military service and not later than the expiration of the time limited in subsection (1) of this section for such leave, or is prevented from so returning by physical or mental disability or other cause not due to his own fault, or is required by proper authority to continue in such military service beyond the time limited in section (1) of this section for such leave.

13.16.4.3 The District will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and CRS 28-3-601 Public Employees-Annual Military Leave as amended. If there are any discrepancies between this policy and USERRA or state law, the District will comply with USERRA or state law as applicable.

13.16.5 Refer to the Administrative Regulations for details of the procedure for use of military or government leave.

13.16.6 The Board of Education in its discretion may grant other military or government leaves of absences without pay as may be determined by the Board.

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Revised: 08/07

13.17 EXTENDED LEAVES (UNPAID)

13.17.1 An employee who has completed four consecutive years of service from employment or re-employment in any position (excluding substitute or temporary positions) or since the last extended leave may apply for an extended leave without pay to serve as an exchange or international teacher; to return to school as a student; or for restoration of the health of the employee. Extended leaves for the purpose of obtaining alternative gainful employment will not be approved. Extended leave requests that do not fall within any of the above situations must be approved by the Executive Director of Human Resources or designee prior to submitting an application request. The extended leave must be requested for an absence extending beyond 15 working days.

13.17.2 Accrued leave time may not be used during an extended leave of absence except that 260-day employees must use all accrued vacation time at the beginning of their leave of absence, which will run concurrently with the extended leave of absence.

13.17.3 An employee requesting an extended leave must submit a written request on an Application for an Extended Leave form 30 days in advance or by the deadlines indicated in Administrative Regulations for the following school year. The request should be submitted to the immediate supervisor. The supervisor shall indicate support or non-support, and the request will be forwarded to Human Resources.

13.17.4 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.

- 13.17.5 The Executive Director of Human Resources or designee will make recommendations to the Superintendent in regard to licensed teacher, administrator or professional leave requests. Leaves for licensed teacher, administrator or professional positions will require approval by the Board of Education.
- 13.17.6 Following approval of an extended leave, a leave agreement between the employee and the District will be generated. An employee on an extended leave must notify Human Resources in writing as to their intent to return or resign from the District by the date prescribed in the written leave agreement.
- 13.17.7 Any extended leave of absence must not extend beyond one complete school year, following a partial school year, and 260-day employees may not be on an extended leave longer than 12 months. An extension of a one-year extended leave may be granted for a District approved partnership only.
- 13.17.8 An extended leave may not be granted, when combined with other leaves of absence, if the leave would exceed two complete school years following a partial school year. A 260-day employee may not combine an extended leave with other leaves of absence to extend beyond 24 months. An extended leave cannot be combined with a sabbatical or student teacher leave of absence.
- 13.17.9 When an employee on an extended leave returns to duty, he or she shall return to his or her prior assignment or a comparable position. Employees subject to Article 15.1 who do not have six or more consecutive years of service in a position which is subject to building staffing, are not protected from job loss or a reduced job assignment due to fluctuations or reductions. When an employee completes their extended leave, he or she shall return to their prior assignment or a comparable position, unless staffing fluctuations or reductions apply per Articles 14, 15 and 17.
- 13.17.10 While on an extended leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the extended leave.

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Revised: 05/08	Revised: 04/16	Revised: 03/17

**13.18 SABBATICAL LEAVE OF ABSENCE -LICENSED TEACHING STAFF-
Indefinitely **Suspended****

The Board of Education intends that Sabbatical Leave be granted as a means by which teachers may improve their skills and abilities as

professional educators and thus benefit the District. Sabbatical Leaves are different from other leaves of absence in that they may be granted with pay and continued health and dental coverage paid by the District for the employee, and therefore are more selective, with more specific requirements. Availability and amount of compensation, which will be offered in the following fiscal year, may be determined during the negotiations process.

13.18.1 Sabbatical Leave may be granted for the following purposes:

13.18.1.1 A planned program of courses, taken at any accredited institution, which relates to the professional growth of the applicant and for which there is no equivalent program available locally during non-working hours.

13.18.1.2 A specific plan for independent study or research, supporting the professional growth of the applicant and/or needs of the District.

13.18.2 Sabbatical Leaves may be granted for one year, one semester or a nine- week period of time. The Sabbatical Leave Plan must be substantial enough to justify the length of the leave.

13.18.3 The Sabbatical Leave Committee shall be a sub-committee of the PEA Staff Development Committee, to include representation from elementary, middle and senior high, and the Executive Director of Human Resources, or his or her designee. The Human Resource representative will serve as the coordinator and facilitator and will be a non-voting member. The District's Benefit Manager will also sit on the committee as a non-voting member. The President of the Poudre Education Association will serve as a resource and non-voting member of the committee. In addition, the Sabbatical Leave Committee may invite other District staff as resources in reviewing applications. These invitees will not have a vote. The Sabbatical Leave Committee will meet to review all applications for Sabbatical Leave and make appropriate recommendations to the Executive Director of Human Resources.

13.18.4 Taking into consideration the recommendations of the Sabbatical Leave Committee as well as other factors, the Superintendent shall make recommendations to the Board of Education. Final selection will be made by the Board of Education.

13.18.5 The total number of Licensed Sabbatical Leaves granted per contract year shall not exceed one percent of teacher FTE's. Refer to Personnel Procedures for calculation of number of leaves available.

13.18.6 Sabbatical Leave may be granted to an employee who has completed at least five full years of licensed service to the District

since initial employment, or since the last Sabbatical Leave.

- 13.18.7 Compensation during the Sabbatical Leave would be of the shared-cost type. Compensation represents a difference in cost between the current year base salary and benefits earned by the teacher requesting Sabbatical Leave for the next year and the average new teacher salary and benefits for the current year. Teachers granted shared-cost Sabbatical Leaves may be eligible to receive fully paid health and dental benefits based upon eligibility prior to taking the leave.
- 13.18.8 Requesting a second consecutive year of Sabbatical Leave is permissible and will be considered. Consideration of all second year requests will be done only after first year requests have been considered and approved. Approval of a second year is not automatic, but based on merits of each request for extension and the needs of the site. The approval of any second year Sabbatical Leave is not a precedent for future requests.
- 13.18.9 The Sabbatical Leave salary for teachers less than 100% contract shall be prorated based on the part-time salary of the teacher.
- 13.18.10 Teachers on Sabbatical Leave may augment their Sabbatical Leave salary with aids, fellowships, scholarships, or other stipends.
- 13.18.11 The teacher shall not deviate from the approved program except with the written permission of the Superintendent.
- 13.18.12 An interruption of Sabbatical Leave because of serious accident or illness will not be considered a failure to fulfill the conditions upon which the Sabbatical Leave was granted, nor will such interruption affect the amount of compensation to be paid the teacher under the terms of the Leave Agreement, provided the Executive Director of Human Resources has been promptly notified of such accident or illness.
- 13.18.13 The teacher who is on Sabbatical Leave will have the same rights to a comparable position held before taking the Sabbatical Leave. Salary position, leave time unused prior to the Sabbatical Leave year and contract status earned prior to the leave of absence will be retained and the teacher will receive experience credit for the period of the leave of absence. The teacher will not earn PTO leave time during the Sabbatical Leave period.
- 13.18.14 Applications for Sabbatical Leave shall be filed with the Executive Director of Human Resources not later than March 15 to become effective during the following school year. Applications for Sabbatical Leave beginning with the second semester of the school year will be reviewed for approval if received by September

15 provided the total one (1) percent allocation has not been fully used. These deadlines may be extended at the discretion of the Executive Director of Human Resources.

If the Sabbatical Leave is for a planned program of courses, the application should be accompanied by specific program information from the college or university where the employee will be enrolled. Otherwise, the application should contain detailed plans giving all specifics that would aid in evaluating the application, full explanation of how independent study or research will improve the licensed employee and the District, and any other pertinent information.

- 13.18.15 The teacher will be required to provide a product to the District. The substance of the final product should be in line with the length of the requested Sabbatical Leave. The teacher will be required to submit the product to the District's Benefits Manager within 120 days of completion of the Sabbatical Leave. If applicable, the product will be forwarded to the appropriate department or site within the District. Teachers in a planned course of study will need to submit official transcripts for the period of the leave as the final product.
- 13.18.16 The teacher may return to any paid position with the District equivalent to the same or more contract percentage of the assignment prior to the leave.
- 13.18.17 Prior to granting of such leave, a teacher shall enter into written agreement with the Board that upon termination of such leave, the teacher will return for a period equal to the length of the leave. Termination of this period may be rendered at an earlier date as mutually acceptable to the teacher and the Board, or for reasons of health, disability, or death. The teacher shall sign appropriate documents to ensure repayment to the District the full salary and benefits paid during the Sabbatical Leave in the event the teacher fails to complete the aforementioned return obligation following such leave or fails to complete the approved program.
- 13.18.18 A Sabbatical Leave cannot be combined with an extended leave of absence.
- 13.18.19 Refer to the Administrative Regulations for details of the procedure for use of Sabbatical Leave

Adopted: 05/95 Revised: 05/96 Revised:05/01
Revised: 07/03 Revised: 07/04 Revised: 07/05
Revised: 08/06 Revised: 08/07 Revised: 05/08
Revised: 04/15 Suspended:04/16 Suspended:04/17
Indefinitely Suspended: 12/17

13.19 CLASSIFIED STUDENT TEACHER LEAVE (UNPAID)

- 13.19.1 A classified employee who has completed 12 months of continuous service from employment or re-employment in any position (excluding substitute or temporary positions) may apply for a student teacher leave without pay or benefits to complete student teaching requirements to earn their teaching credential. The student teacher leave must be requested for an absence extending beyond 15 working days.
- 13.19.2 Accrued leave time may not be used during a student teacher leave of absence except that 260-day employees must use all accrued vacation time at the beginning of their leave of absence, which will run concurrently with the student teacher leave of absence.
- 13.19.3 A classified employee requesting a student teacher leave must submit a written request on an Application for Leave of Absence form no later than March 15 to become effective during the following school year or at least 120 days before the commencement of the leave of absence. The application should be accompanied by specific program information from the college or university. The request should be submitted to the immediate supervisor. The supervisor shall indicate support or non-support, and the request will be forwarded to Human Resources.
- 13.19.4 Requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.19.5 Following approval of a student teacher leave, a leave agreement between the employee and the District will be generated. An employee on a student teacher leave must notify Human Resources in writing as to their intent to return or resign from the District by the date prescribed in the written leave agreement.
- 13.19.6 Any student teacher leave of absence must not extend beyond one full semester. An extension of a one-semester student teacher leave may be granted based on the student teaching requirements of the college or university.
- 13.19.7 A student teacher leave cannot be combined with an extended leave of absence.
- 13.19.8 Employees subject to Article 15.1 who do not have six or more consecutive years of service in a position which is subject to building staffing, are not protected from job loss or a reduced job assignment due to fluctuations or reductions.

13.19.9 When an employee completes their student teacher leave, he or she shall return to their prior assignment or a comparable position, unless staffing fluctuations or reductions apply per Articles 14.1 and 15.1.

13.19.10 While on a student teacher leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the student teacher leave. The employee will not earn leave time (sick, floating holidays, and vacation) during the student teacher leave period.

Adopted: 05/95 Revised: 05/96 Revised: 07/00
Revised: 05/01 Revised: 07/03 Revised: 07/04
Revised: 05/08 Revised: 03/17

ARTICLE 14—REDUCTION IN FORCE (RIF) PROCEDURES

14.1 CLASSIFIED EMPLOYEES RIF PROCEDURE

14.1.1 Purpose

- 14.1.1.1 Poudre School District may experience a need for reduction in the number of classified employees by reason of fiscal emergency or program change. The provisions of this policy have been developed in order to guarantee equitable treatment for employees and the least possible negative impact on PSD's education programs.
- 14.1.1.2 Reduction in Force (RIF) may take place when the Board of Education decides that a fiscal emergency or a program change requires termination of one or more classified job positions. Such a decision may be made and any resulting termination may be affected only in accordance with the procedures provided in this Reduction in Force (RIF) policy.
- 14.1.1.3 The procedures outlined in this policy ensure that remaining classified employees are assigned job positions for which they are qualified. The employee's ability to perform the position's job duties is essential to the district's objectives. The provisions of this policy require that affected classified employees have the ability, skills, and training to perform the job(s) for which they are eligible under this RIF policy.

14.1.2 General Procedures

- 14.1.2.1 Prior to initiating a classified Reduction in Force, the Board of Education shall conduct two hearings on the matter at public Board of Education meetings.
- 14.1.2.2 Upon receipt of such resolution from the Board of Education, the Superintendent shall convene a Classified RIF Advisory Committee. This committee shall be comprised of the ACE President, two ACE Executive Board members appointed by the ACE President, the Executive Director of Finance and the Executive Director of Human Resources who shall chair the committee. The Classified RIF Advisory Committee shall oversee compliance with this procedure and assist the Superintendent's Cabinet and Human Resources as needed.

- 14.1.2.3 The determination as to which positions will be affected by a RIF must be consistent with and serve to implement the Board resolution, with due consideration given to information obtained from each site/department and administrative determinations regarding the best interests of student education and the District's remaining programs.
- 14.1.2.4 The final decision regarding the staffing reduction needed shall be made by the Superintendent. Any RIF shall not exceed the exact number and percentage required.
- 14.1.2.5 Prior to any decision regarding the termination of specific classified employees to implement a RIF, the Board of Education shall conduct one or more hearings as it deems necessary and, based thereon, shall adopt a resolution containing its legislative determination regarding: (1) the existence of a fiscal emergency and/or the size, nature and rationale for program deletion or other change; (2) the nature, amount and timing of the budget reduction concerning classified employees required by the fiscal emergency and/or the program deletion or change; and (3) any related information it deems necessary or advisable to appropriately address the fiscal emergency and/or program change through a classified employee RIF. The Board's resolution shall be transmitted to the Superintendent of Schools, the President of the Association of Classified Employees (ACE), and each site/department the Board reasonably anticipates may be affected by a corresponding RIF.

Revised: 04/15

14.1.3 Criteria for Determining Employees for Termination

- 14.1.3.1 When a Reduction in Force is necessary in a specific job classification (as determined by the then-current classified employee classification key), it shall be based on seniority with the least senior classified staff member in the specific job classification being the first to have his or her employment terminated. Further reductions in force shall proceed in the specific job classification based on seniority. In the event that the job classification is unique to only one incumbent, the Classified RIF Advisory Committee will take into consideration similar job classifications within associated job families when making final RIF decisions.
- 14.1.3.2 The Executive Director of Human Resources shall

prepare a seniority list ranking classified employees by date of hire within each classified job classification (job title) by site and department. Job classifications are defined by the most current classified employee job classification key. The seniority list shall be made available upon request to the ACE Executive Board, the Classified RIF Advisory Committee, and to classified employees of the District.

- 14.1.3.3 Following the termination of all appropriate substitute and temporary classified employees, necessary terminations of instructional school-based classified employees shall proceed according to the site-based or department seniority list with least senior employees terminated first. Termination of non-instructional classified employees shall be based on the site-based or department seniority list with the least senior employees terminated first.
- 14.1.3.4 Site managers and department heads are encouraged to consider reduced hours and job sharing as alternatives to terminations. All such actions must be voluntary on the part of the classified employee(s) concerned.
- 14.1.3.5 Classified employees on leave of absence shall be subject to the provisions of the RIF policy. The period of time a classified employee is on leave of absence shall not be considered for seniority unless the leave of absence is a paid one.

Revised: 04/15

14.1.4 Termination Procedure

- 14.1.4.1 Classified employees identified for termination shall be given a minimum 60 calendar days' written notice. The RIF notice shall clearly state that the classified employee was released because of a RIF situation due to a program change or fiscal emergency (whichever applies) that had no relationship to performance.
- 14.1.4.2 Classified employees identified for termination are expected to continue fulfilling their job duties and responsibilities during the 60-day notification period. Employees may use accrued vacation, floating holidays, and sick leave, prior to the termination date at the discretion of the employee's site manager or department head. Employees who have unused accrued leave time remaining after the termination date will be paid for those days in accordance with procedures outlined in the most

current Employee Agreement.

- 14.1.4.3 If a RIF-initiated termination of employment is to be effective with the start of any given school year, any classified employee whose employment is to be terminated shall receive notice of that termination by the last day of that employee's work assignment for the current school year. Upon notification of termination prior to the end date of the employee's current assignment, the 60- calendar day notification period may include non-workdays during the planned academic break. If a RIF-initiated termination of employment notification does not occur prior to the end date of the affected employee's work assignment (i.e., the start of the employee's academic break), the 60-day notification period shall commence no sooner than the first day the employee is scheduled to return to work for the upcoming school year.
- 14.1.4.4 The RIF notice shall clearly state that the classified employee was released because of a RIF situation due to a program change or fiscal emergency (whichever applies) that had no relationship to performance.
- 14.1.4.5 Individual termination decisions, but not the Board's resolution necessitating the RIF, may be appealed in accordance with the Classified Employees Grievance Procedure outlined in Article 6. For purposes of a reduction in force, the grievance procedure shall be modified to allow the process to begin at Level 3. The Classified RIF Advisory Committee shall assume the role of the department head when the grievance procedure applies to a reduction in force.
- 14.1.4.6 No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any classified employee who requests a hearing under the provisions of this policy.
- 14.1.4.7 The Human Resources department shall provide outplacement services to terminated classified employees. Such services shall be dependent on available district resources and funding. Outplacement services may include, but not be limited to, resume writing assistance, mail and fax service, internet access for job search, interview skills training, local employer contact information, and Colorado Unemployment Insurance information.

14.1.5 Maintaining Seniority and Benefits

- 14.1.5.1 RIFed classified employees rehired within six months of termination shall accrue District seniority for the termination period. However, that amount of time shall not be counted for PERA credit.
- 14.1.5.2 RIFed classified employees rehired more than six months after being terminated shall accrue no seniority for the termination period. RIFed classified employees who are rehired shall retain their previously earned seniority within the District.

Revised: 05/15

14.1.6 Definitions

- 14.1.6.1 **FISCAL EMERGENCY:** A significant decline in the Board of Education's ability to fund the operations of the District, resulting from the decline in enrollment or other actions or events that cause an effective reduction in the District's current general fund budget.
- 14.1.6.2 **HIRE DATE:** The most recent date hired as a regular employee (see "Seniority").
- 14.1.6.3 **JOB CLASSIFICATION:** An individual job title or position identified in the current classified employee job classification key.
- 14.1.6.4 **OVERAGE:** A staffing unit in excess of the designated building, program, or district staffing allocation.
- 14.1.6.5 **PAY GRADE:** The minimum to maximum range of salaries paid for any given classified position. Positions are classified according to job responsibilities and appear on the current classified employee job classification key.
- 14.1.6.6 **PROGRAM CHANGE:** Any elimination, curtailment, or reorganization of curriculum, program, or school operation, or a reorganization of curriculum, program, or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal emergency.
- 14.1.6.7 **QUALIFICATIONS:** Knowledge, skills, abilities, training, education, experience, and performance required to satisfactorily perform the assigned duties of a job position.

- 14.1.6.8 REGULAR EMPLOYEE: An employee hired for an indefinite period; excludes temporary, contract service, and substitute employees.
- 14.1.6.9 SENIORITY: The number of years of uninterrupted employment with Poudre School District (including employment in contracted licensed positions). Time worked in temporary, contract service, and substitute positions is not considered in determining seniority. Employment in temporary, contract service, or substitute positions is considered an interruption in service. Unpaid leaves of absence do not count toward seniority. Employees taking a leave of absence retain their previous seniority status.
- 14.1.6.10 SENIORITY TIE BREAKERS: The following criteria will be used in the event two or more classified employees have the same seniority. The District shall proceed down the following list until the tie is broken:
- A. Total number of days of employment minus days of unpaid leave of absence.
 - B. Total number of days of employment plus total number of days of previous employment in the District while on temporary, contract service, or substitute status.
 - C. Program need based on supervisory discretion.

Adopted: 11/92 Revised: 05/95 Revised: 08/06
 Revised: 08/07 Revised: 04/16 Revised: 04/18

14.2 REDUCTION IN FORCE—LICENSED

- 14.2.1 When cancellation of employment is necessary, the following criteria (in descending order) will be used to determine the order in which reductions in force will take place:

- 14.2.1.1 Number of years of effective service is the total number of years served in a licensed teacher position for the Poudre School District in which the employee was deemed to be performing at a level greater than unsatisfactory (prior to the 2013-14 school year) and effective or highly effective (beginning with the 2013-14 school year) through the final evaluation process used to determine performance levels at the time of the evaluation. The process must involve evaluation of the teacher's effectiveness related to classroom instruction, with at least 50% of that evaluation determined by the

academic growth of the teacher's students.

- 14.2.1.2 The reduction in force will first cancel employment contracts of teachers who have had no years of effective service and then those with effective service, starting with those teachers with the fewest number of years of effective service and ending with those teachers with the greatest number of years of effective service.
- 14.2.1.3 Further reductions in force shall proceed based upon seniority.
- 14.2.1.4 Seniority lists shall be developed based upon the first date of work under contract as a teacher in Poudre School District.
- 14.2.1.5 In the event of a tie based upon two people who began work on the same date, the administration shall proceed down the following list until the tie is broken:
 - A. Total number of days of contracted employment minus days of unpaid leave of absence.
 - B. Days of contracted employment plus days of previous employment in the District while not under contract in a licensed position.
 - C. Days of contracted employment plus days of previous employment in the District while not under contract and not in a licensed position.
 - D. Longevity in the program which is undergoing program change.
- 14.2.1.6 The seniority list shall include each endorsement area for each person on the list.
- 14.2.1.7 It is the responsibility of each teacher to notify Human Resources of all endorsement areas by providing complete and up-to-date copies of all licenses indicating endorsement areas.
- 14.2.1.8 When a statement regarding reduction in force is made by the Board of Education in accordance with this policy, seniority lists shall be generated in the areas and to the depth of seniority necessary, and those lists shall be made available upon request to the Poudre Education Association and to teachers of the District.
- 14.2.1.9 Any teacher who wishes to appeal placement on the seniority list may do so through appeal to the licensed RIF committee. If placement on the list results in

cancellation of employment, the teacher being RIFed can appeal to the Board of Education as hereafter set out.

14.2.1.10 When a teacher in a program area in which a reduction in force is to occur is identified as the least senior teacher in that program area, that teacher shall be transferred into another position for which he or she is qualified, provided that there is a teacher with less seniority in that other endorsement area. That replaced teacher shall be identified for cancellation of employment except that he or she shall have the same rights as defined in this policy to be reassigned in another area of endorsement.

14.2.1.11 When RIF results in the involuntary placement of a non-probationary teacher, that teacher may apply for a voluntary transfer according to District transfer procedures.

Revised: 04/15

- 14.2.2 The Superintendent shall make the final recommendation to the Board of Education to cancel the employment contract of any non-probationary teacher.
- 14.2.3 If the cancellation of employment is to be effective with the start of any given school year, any teacher whose employment will be canceled shall receive notice of that cancellation by the June 1 prior to the start of that school year. If cancellation of employment is necessary during any school year, notice of the cancellation shall be received by any teacher so affected sixty (60) days prior to the effective date of that cancellation.
- 14.2.4 Human Resources shall provide a letter of reference for any RIFed teacher clearly stating that the teacher's employment contract was cancelled due to a RIF situation resulting from a fiscal exigency or program change, as applicable.
- 14.2.5 Poudre School District may experience a need for reduction in the number of licensed staff members by reason of fiscal exigency or program change. The provisions of this policy have been developed in order to guarantee equitable treatment for employees and the least possible negative impact upon the educational program.
- 14.2.6 Definitions
- 14.2.6.1 *TEACHER* means any person who is regularly licensed by the teacher licensing authority for the State of Colorado, and who is employed to instruct, direct, or supervise the instructional program, except those persons holding

letters of authorization and the chief administrative officer of this school district.

- 14.2.6.2 *QUALIFIED* means holding a current valid Colorado license for specific level(s) and specific endorsement area(s). Approval by the North Central Association shall not equate to being qualified for the purpose of this policy.
- 14.2.6.3 *CANCELLATION OF EMPLOYMENT* means the termination of employment of a teacher. Cancellation of employment may be caused by fiscal exigency or program change.
- 14.2.6.4 *FISCAL EXIGENCY* means a significant decline in the Board of Education's ability to fund the operations of the District, resulting from the decline in enrollment or other actions or events that cause an effective reduction in the District's current general fund budget.
- 14.2.6.5 *PROGRAM CHANGE* means any elimination, curtailment, or reorganization of curriculum, program, or school operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency.
- 14.2.6.6 *OVERAGE* means a staffing unit in excess of the designated building, program, or District staffing allocation.
- 14.2.6.7 *DAYS* means equivalent school work days.
- 14.2.7 No non-probationary teacher shall be RIFed under this policy until the contracts for all probationary teachers qualified in the same area(s) have been non-renewed and until all less senior non-probationary teachers qualified in the same area(s) have been RIFed. A change in the District which causes licensed staff members to be moved from administrative positions to teaching positions could result in the cancellation of employment of teachers with less seniority who are qualified in the same area(s).
- 14.2.8 Prior to any decision regarding the cancellation of specific teacher contracts to implement a RIF, the Board of Education shall conduct one or more hearings as it deems necessary and, based thereon, shall adopt a resolution containing its legislative determination regarding: (1) the existence of a fiscal exigency and/or the size, nature and rationale for program deletion or other change; (2) the nature, amount and timing of the budget reduction concerning teacher employment required by the fiscal exigency and/or the program deletion or change; and (3) any related information it

deems necessary or advisable to appropriately address the fiscal emergency and/or program change through a teacher RIF. The Board's resolution shall be transmitted to the Superintendent, Poudre Education Association President, and each site or department the Board reasonably anticipates may be affected by the corresponding RIF.

14.2.8.1 Upon receipt of such resolution from the Board of Education, the Superintendent shall convene a joint Poudre Education Association and administrative Reduction in Force Committee. This committee shall consist of three administrators appointed by the Superintendent and three teachers appointed by the Poudre Education Association. The RIF committee shall study the situation at hand and recommend to the Superintendent the number and areas in which staffing units could be RIFed and the rationale behind this reduction, consistent with the Board resolution and with due consideration given to the teachers' effectiveness related to classroom instruction and to administrative determinations regarding the best interest of the District's students and the District's remaining programs.

14.2.8.2 The final decision regarding the staffing reduction needed shall be made by the Superintendent.

14.2.8.3 Any RIF shall occur to the exact number and percentage required.

Adopted: 11/92 Revised: 05/95 Revised: 08/06
Revised: 08/07 Revised: 04/15

14.2.9 Appeal Procedures

Review of individual cancellations of employment shall be conducted in the following manner:

14.2.9.1 Within ten (10) days after receiving a notice of cancellation of employment, a teacher may request a review of the action by the Board of Education. The Board of Education may delegate the responsibility for conducting a hearing to an impartial hearing officer selected by the Board. When appropriate, more than one case can be heard at the same time. Review shall be made solely to determine if the cancellation of employment was made in accordance with District policy.

14.2.9.2 The request for review must be in writing and addressed to the president of the Board of Education. It must

specify the grounds on which it is contended that the decision was improper under this policy and must include a statement of facts that the employee believes supports the contention.

- 14.2.9.3 Submission of such a request constitutes a representation on the part of the teacher that he or she can support the contention by proof.
- 14.2.9.4 The Board shall consider the request and shall schedule a hearing to be held within ten (10) days after the request is received. The teacher shall be given at least five (5) days' notice of hearing.
- 14.2.9.5 The hearing shall be conducted informally and, upon agreement of both sides, in private. The teacher may be represented by counsel. The school district shall have no obligation to pay for the service of counsel representing the teacher. A recorded transcription of the proceedings will be maintained. The Board or hearing officer may consider only such evidence as is presented at the hearing, and it need consider only the evidence that it considers fair and reliable. All witnesses will be placed under oath.
- 14.2.9.6 The hearing shall begin with the teacher's presentation of contentions, limited to those grounds specified in the request for a hearing and supported by such proof as is offered. When this presentation is concluded, the Board or hearing officer shall recess to consider whether the proof offered in support of the contention establishes the contention by a preponderance of the evidence. If it is determined that the contention has not been established, the Board or hearing officer shall so notify the parties and conclude the proceedings. If it is determined that rebuttal is desirable, the hearing shall present, in rebuttal of the teacher's contention or in general support of the decision to terminate, testimonial, and documentary proofs.
- 14.2.9.7 After the Superintendent or counsel completes the presentation, the Board shall consider the matter in executive session or the hearing officer may take the matter under advisement. A decision shall be made within fourteen (14) days following the completion of the hearing.
- 14.2.9.8 If the Board determines that the teacher's contention has not been established, it shall so notify the teacher and

the Superintendent. Such a determination finally confirms the decision to cancel employment.

- 14.2.9.9 If the Board determines that the teacher's contention has been established, it shall so notify the teacher and the Superintendent by written notice that states what corrective action must be taken.
- 14.2.9.10 If the hearing was conducted by a hearing officer, the Board shall be bound by the findings of fact of the hearing officer; however, any conclusion drawn from those findings and the hearing officer's recommendations shall not be binding on the Board. The hearing officer will make written findings and recommendations to the Board and the teacher. The Board will act on the hearing officer's findings and recommendations at its next regular meeting following receipt of the recommendations.
- 14.2.9.11 No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any person who requests a hearing under the provisions of this policy.

Adopted: 11/92

14.2.10 Recall Eligibility

- 14.2.10.1 A RIFed teacher may remain eligible for recall for a total of three (3) years, including leave of absence for which they are eligible based on current Employee Agreement language.
- 14.2.10.2 Ninety (90) days prior to the end of the first and second year of recall eligibility, each individual shall be notified that in order to continue on recall status, notice of intention to return must be received by the Human Resources Office in writing within thirty (30) calendar days of notification.
- 14.2.10.3 Ninety (90) days prior to the end of the third year on recall status, each individual shall be notified that his or her name will be removed from the recall list.
- 14.2.10.4 It shall be the responsibility of the RIFed teacher to inform Human Resources in writing of any change of address.
- 14.2.10.5 If a teacher is recalled to return to a teaching position in Poudre School District during the third year, he or she

will retain non-probationary status earned prior to the leave but will be placed on the salary schedule in accordance with hiring procedures relative to new hires.

14.2.11 Leave of Absence Status

14.2.11.1 Each RIFed teacher shall be eligible for a two-year unpaid leave of absence.

14.2.11.2 During the leave of absence, the teacher shall maintain all benefits accrued prior to the leave. The full cost of all health, dental, and life insurance premiums must be paid by the teacher.

14.2.11.3 If a teacher is returned to a teaching position in Poudre School District during the RIF leave of absence, non-probationary status, placement on the salary schedule, sick leave, and all other benefits accrued prior to the leave shall be retained.

14.2.12 Recall Order

14.2.12.1 RIFed teachers shall be recalled in order of greatest seniority for the endorsement area in which the vacancy exists.

14.2.12.2 The job offer shall be sent by certified letter to the last address given the District by the teacher. A copy of the recall letter shall be sent to the Poudre Education Association Office.

14.2.12.3 The teacher recalled shall have thirty (30) calendar days from the date the letter was mailed to respond to the job offer.

14.2.12.4 If a job offer is made and accepted for a position which begins during the academic year, the teacher recalled will be required to report to duty within thirty (30) days.

14.2.12.5 If a job offer is made and accepted for a position which begins with a new school year, the teacher recalled will be required to report for duty at the same time as other returning teachers.

14.2.12.6 Failure to respond to the recall notification or to report to the accepted job offer shall be considered refusal of the job offer.

14.2.12.7 Any teacher on the recall list who has signed a contract

to work for another school district and who receives a recall offer from Poudre School District may refuse to accept the recall offer until that date when contract obligations to the teacher's current employer have been met but not to exceed the end of the current school year. When such a teacher receives a recall offer, that teacher must respond in writing stating that he or she will accept employment with Poudre School District at the beginning of the next school year and must attach verification of contract status with the other school district. Failure to accept a job offered while a teacher is employed by another school district shall not be construed as refusal of a job offer.

14.2.12.8 Any teacher on the recall list who refuses a job offer shall have his or her name removed from the recall list at that time.

Adopted: 11/92 Revised: 08/06

14.2.12.9 A RIFed teacher accepting a recall offer involving a temporary position shall have the option to transfer into a permanent position should one become available. If there are two teachers so interested, this decision shall be based upon seniority criteria.

14.3 PRIVATIZATION OF SUPPORT SERVICES

The following agreement was reached in May 1993 negotiations regarding privatization of support services. The process contained herein will be followed when exploring whether or not to privatize services in Poudre School District. This process is designed to be in the best interest of both the employees and Poudre School District.

14.3.1 Privatization Belief Statements

14.3.1.1 The level of commitment of present classified employees to the students of PSD will not and cannot be matched by employees of a private firm.

14.3.1.1.1 The decision to privatize support services should be data based and cost effective for PSD.

14.3.1.1.2 If the decision to explore privatization is made, and service levels determined, a detailed analysis should be conducted by the affected areas to assist in preparing information for the bid process.

14.3.1.1.3 The development and analysis of proposals should utilize the expertise of the managers and employees of the affected areas.

14.3.1.1.4 Because of the time and resources required to implement a privatization study process, an area should be examined for possible privatization no more frequently than once every five years.

14.3.1.1.5 Information should be gathered from other school districts where comparable privatization has previously occurred to see if positive results have been achieved.

14.3.2 Staff Retention Procedure for Privatized Service

All employees with less than 3 years of service are laid off; employees with greater than 3 years of service remain district employees managed by the contractor for 5 years. All employees hired by the contractor become the contractor's employees paid on the contractor's salary and benefit schedules.

14.3.2.1 Contractor must interview all laid off employees who apply for open positions.

14.3.2.2 After 5 years, contractor must hire all employees with greater than 3 years of service with Poudre School District; employees become subject to contractor's salary and benefit schedules.

14.3.2.3 After 1 year, contractor may lay off (based on seniority) due to service/staffing level changes.

14.3.2.4 Salaries (hourly rate) may not be reduced for 5 years. Salaries can increase subject to contractor and Poudre School District agreement.

14.3.2.5 Contractor can terminate for documented non-performance after first 6 months of service with contractor or immediately for violation of Board of Education policies or federal or state statutes.

14.3.2.6 Contractor is free to immediately utilize District personnel in the best suited position based on education, abilities, and talents for the Poudre School District contract only.

14.3.2.7 Poudre School District health, dental, and life insurance

benefits continue for the period the employee remains employed with Poudre School District.

Adopted: 05/93 Revised: 05/9 Revised: 04/15

ARTICLE 15—STAFFING

15.1 PROVISIONS FOR CLASSIFIED SCHOOL BASED STAFFING FLUCTUATIONS

- 15.1.1 The District may experience staffing fluctuations in an individual building or district-wide due to:
- Decreased enrollment
 - Decrease in the number of students selecting a given program
 - Elimination of or changes in instructional programs
 - Budget considerations
 - Opening of new schools
- 15.1.2 For the purpose of this section school based classified positions are defined as classified positions that are subject to building staffing including positions funded through Student Based Budgeting and positions allocated by departments for instructional support for the purpose of staffing a school.
- 15.1.3 Article 15.1 does not pertain to non-school based classified staff such as: central office classified employees, program based classified employees, operations classified employees (Child Nutrition, Custodial, Facilities/Maintenance/Grounds, Transportation), and itinerant classified employees.
- 15.1.4 The procedures specified in this Article shall not apply to temporary classified employees and classified employees serving a performance trial period.
- 15.1.5 The building administrator will follow the process outlined below when staffing fluctuations require the elimination or reduction in hours of one or more school based classified positions.
- 15.1.5.1 Identify the specific position by job title that is to be reduced and the number of positions or hours or days within that job title that will be reduced.
- 15.1.5.2 Attempt to make the necessary reduction by first using a natural attrition process such as resignations, retirements, and leaves of absences.
- 15.1.5.3 Utilize the following criteria to consider which employees are affected by the reduction:
- a. Programmatic needs including but not limited to the employee's background (education, experience, qualifications, and relevant training for the job), as determined by the employee's application, personnel file, and professional development record.
 - b. Highly effective or effective performance in the position based on the employee's most recent evaluation in the specific job title.

c. After considering programmatic needs and employee performance, if more than one employee is affected by the staffing fluctuation then seniority, as determined by hire date in the district, should be considered. The more senior classified employee in the identified reduction position should be given first consideration for the remaining position(s).

- 15.1.6 Human Resources will review and consult with building administrators when staffing changes result in reductions that could impact an employee's benefit eligibility.
- 15.1.7 Employees who are affected by a reduction, including elimination of a position, or reduction in hours per day, or days per year, will be notified no later than when the final compensation plan for the school has been officially approved for reductions in positions for the following school year. If the need for a reduction occurs mid-year, the affected employee will receive a minimum of a 30 business day notice.
- 15.1.8 Employees who held positions affected by the reduction resulting in job loss shall be given priority consideration for re-employment to open jobs in the same job title they previously held for a period of three months.
- 15.1.9 Mid-year staffing fluctuations due to student programming needs in areas such as Integrated Services or Student Services may require the transfer of one or more school based classified staff. In the event of a mid-year transfer the Department Director from Integrated Services or Student Services will consider which staff member to transfer based on the process identified in 15.1.5.3.

Adopted: 11/92 Revised: 05/08 Revised: 04/15
Revised: 04/16 New Language Adopted 04/18

15.2 PASE WORKLOAD RELIEF FUND

- 15.2.1 The fund of \$55,500 is designated to assist secondary school administrators in dealing with time demands. These include coverage of high school activities and athletic events and middle school in-school suspension. The fund available can be used for the following:
- Activity and athletic supervision
 - After-school detention paraprofessionals
 - In-school suspension monitors
 - Hall monitors
 - Campus supervision paraprofessionals
- 15.2.2 Funds are to be used for support personnel only. Neither equipment nor supplies are to be purchased from this fund. These funds are part of site-based budgets.

- 15.2.3 Funds available are as follows:
- Fort Collins High School: \$ 2,500
 - Fossil Ridge High School: \$ 2,500
 - Poudre High School: \$ 2,500
 - Rocky Mountain High School: \$ 2,500
 - Centennial High School: \$ 500
 - Blevins Middle School: \$ 4,500
 - Boltz Middle School: \$ 4,500
 - Cache LaPorte Middle School: \$ 4,500
 - Kinard Middle School: \$ 4,500
 - Leshar Middle School: \$ 4,500
 - Lincoln Middle School: \$ 4,500
 - Polaris School: \$ 4,500
 - Preston Middle School: \$ 4,500
 - Webber Middle School: \$ 4,500
 - Wellington Middle School: \$ 4,500
 - TOTAL FUNDS: \$55,500**

Adopted: 11/92 Revised: 05/95 Revised: 05/96
 Revised: 07/04 Revised: 04/15

15.3 PROVISIONS FOR STAFFING FLUCTUATIONS

- 15.3.1 The District may experience staffing fluctuations in an individual building or district-wide because of:
- Decreased enrollment
 - Decrease in the numbers of students selecting a given program
 - Elimination of or changes in instructional programs
 - Budget considerations
 - Openings of new schools
- 15.3.2 Human Resources will follow the procedures listed below to guarantee the most equitable resolution for the employees involved and the least impact on the educational program when it becomes necessary to alleviate staffing overages. An *overage* is a continuing contract licensed staff member whose assignment no longer exists at the current location and for whom a placement must be made.
- 15.3.3 Seniority is the primary criterion used to resolve staffing overages.
- 15.3.4 If staffing fluctuations require reductions in force (RIF) to alleviate the staffing overages, the RIF shall be conducted in accordance with Article 14 of this Agreement.
- 15.3.5 The District retains the right to transfer any individual to a position

for which that individual is qualified in accordance with the requirement of Colorado School Law and District policy.

- 15.3.6 The first priority shall be to resolve the staffing overage within the building or program where the problem originates. In order to accomplish this, building administrators are encouraged to work with the appropriate Assistant Superintendent and Human Resources staff to use the following approaches to alleviate overages. Continuing contract as well as probationary staff members may be included.
 - 15.3.6.1 Share the information with the staff so all can be aware of the problem and can assist in generating solutions.
 - 15.3.6.2 Rearrange existing staffing by moving staff into other areas of qualifications.
 - 15.3.6.3 Encourage people who are going to resign to do so as early as possible.
 - 15.3.6.4 Seek volunteers to request leaves of absence. A liberal approach may be taken in approving leave requests, as well as in extending unpaid leaves already in progress.
 - 15.3.6.5 Seek voluntary retirements.
 - 15.3.6.6 Encourage voluntary transfer requests.
 - 15.3.6.7 Seek voluntary reductions in contract if the reduction does not harm the program as determined by the supervisor.
 - 15.3.6.8 Seek one-year placements for people outside the building or program—possibly replacing people on leave of absence elsewhere in the District.
 - 15.3.6.9 Seek one-year placements elsewhere in the District (including the changing of levels) guaranteeing that the person could return to the original placement if a position opens within one year of the reassignment.
- 15.3.7 If options within the building cannot alleviate the staffing overage and a required placement is necessary, the following approaches will be followed.
 - 15.3.7.1 Normally, the least senior staff member qualified in the area of overage will be identified as the staff member to be transferred.

15.3.7.2 Unique program needs may result in the review of additional criteria to determine transfer of staff. These situations will be treated as exceptions to the rule and must be coordinated with Human Resources under the following steps:

15.3.7.2.1 The building administrator will recommend the program-need consideration to the appropriate Assistant Superintendent and the Executive Director of Human Resources. The building administrator should consider the following in a program-need recommendation:

- Is there a person within the building who could step into this position and is willing, qualified (preparation/expertise), and committed to the defined program need?
- Can another school within the District benefit from this person's talent?
- If the person selected to remain in the assignment leaves the school or District prior to the actual transfer, could the position be filled with existing staff?

15.3.7.2.2 The teachers directly affected by the decision regarding the program need will interview with the Executive Director of Human Resources to review options and preferences.

15.3.7.2.3 If the staffing issue is still unresolved, a written petition will be submitted by the building administrator, as well as the teachers directly affected by the decision, to the Executive Director of Human Resources. In the petition, the building administrator presents rationale for the program-need decision which should also address the criteria and considerations listed above in (1); the teachers directly affected by the decision will present evidence of preparation, expertise, and commitment to the defined area of need.

15.3.7.2.4 A committee of PEA representation, building administrators, the appropriate Assistant Superintendent, and the Executive Director of Human Resources will review the overage and make a

recommendation to the Superintendent as to which teacher should transfer. The building administrators potentially affected by the decision will not be on the committee.

15.3.7.2.5 If a person is transferred as an overage and the person who remained on staff leaves the assignment, the transferred teacher may automatically return to the assignment, if he/she chooses, if the action occurs before the first day of classes in the subsequent school year.

- 15.3.8 The transferred staff member will be placed in an existing vacancy in the District. The decision regarding placement will be made by Human Resources staff working with the appropriate Assistant Superintendent and building principals. The most positive possible placement will be sought.
- 15.3.9 The individual forced to transfer will be placed prior to any district-wide advertising and hiring in that person's area(s) of licensure and highly qualified status as defined by *-Colorado State Statute*.
- 15.3.10 The following factors will be used in calculating experience to determine seniority:
- Paid leave of absence time is included as experience (including sick leave during medical, or extended leaves of absence).
 - Military leave of absence time is included as experience.
- 15.3.11 The following criteria (in descending order) will be used to determine seniority of staff for requirement placements situations:
- Date employee started work under contract in Poudre School District.
 - Date contract was approved by Board of Education.
 - Amount of previous employment under contract in Poudre School District.
 - Amount of previous employment in a licensed position, but not under contract (e.g., substitute) in Poudre School District.
 - Amount of total work experience in Poudre School District.
 - Longevity in that building or assignment.
 - Amount of contract experience other than in Poudre School District, including experience which interrupted service as teacher.
- 15.3.12 If it is not possible to alleviate the overage by transfer into an existing vacancy, it will become necessary to non-renew

probationary first-year (P-1) contracts district-wide in the affected level or assignment in order to provide a placement for the required transfer.

- 15.3.13 If the non-renewal procedure at the P-1 level does not alleviate the staffing overage, it will become necessary to non-renew probationary second-year (P-2) contracts in the same manner as described for P-1 contracts.
- 15.3.14 If the non-renewal procedure at the P-2 level does not alleviate the staffing overage, it will become necessary to non-renew probationary third-year (P-3) contracts in the same manner as described for P-1 contracts.
- 15.3.15 A teacher placed in a required placement assignment may pursue a voluntary transfer later in the hiring season according to standard voluntary transfer procedures.

Adopted: 11/92 Revised: 08/07 Revised: 06/08
Revised: 04/15

15.4 STAFFING NEW SCHOOLS

- 15.4.1 Each new school opening will present a unique set of circumstances. Therefore, flexibility in the staffing process must exist. General requirements throughout the staffing process for a new school are:
- Human Resources will oversee the staffing process and timeline for each new school.
 - Existing District program needs have first priority with regard to staff selection and transfers. Areas with overages will take precedent over opening positions to other applicants resulting in some required placements. Staff renewal is also a priority when possible.
 - Numbers of staff transferring to the new school will be limited to protect programs and stability at existing schools. District representatives will seek feedback from PEA, ACE and PASE when reviewing each new school situation prior to making a recommendation to the Superintendent as to the number of transfers that should take place.
 - In-district continuing staff have first opportunity to express interest in a new school before positions are advertised to external candidates.
 - Involuntary transfers will be made as a last resort.
 - Qualifications, training, ability, certification, and teacher preference will be factors considered in selecting staff for new schools.

Adopted: 11/92 Revised: 07/03 Revised: 08/07
Revised: 04/15 Revised: 03/17

15.5 INTERNAL TEACHER EXCHANGES

- 15.5.1 An opportunity exists for licensed staff to experience renewal and professional growth by exchanging assignments with other in-district personnel. Endorsement and highly qualified status must be considered for all assignments. In-district licensed exchanges are limited to continuing contract staff only. Salary and benefits are determined by the assignment; continuing contract status and accrued leave days are also retained throughout the exchange.
- 15.5.2 Exchange assignments are suggested to be one year in length, but may occur for any time period which is logical for the assignment involved; i.e., hexter, quarter, or semester. At the conclusion of the exchange, all staff involved return to their previous sites unless a permanent transfer is agreed to by all parties involved with the exchange.
- 15.5.3 Licensed staff interested in an exchange should discuss renewal experience desired with the principals as well as with Human Resources. Upon mutual agreement of the principals and staff involved, an Employee Report (ER) Form for each teacher will be submitted by the receiving principal indicating *Teacher Exchange—One Year Only*.

15.6 ASSIGNMENT AND VOLUNTARY TRANSFER (LICENSED)

- 15.6.1 The assignment of licensed staff members to positions in the various schools and departments of the District shall be recommended by the Superintendent and approved by the Board of Education. Advice from the principal(s) involved will be a critical factor in the recommendation by the Superintendent.
- 15.6.2 Ability to perform duties, experience, qualifications, and special programs of schools will be the salient factors in filling vacancies and staffing new schools. All these being equal, currently employed teachers will be given every possible consideration.
- 15.6.3 All available positions will be posted on the District's website
- 15.6.4 Positions will be filled as soon as possible following the close of the posting period.
- 15.6.5 The assignment of a licensed staff member to a specific school or department will not imply permanent assignment to that school or program. Non-probationary status is acquired in the District, as a whole, not in a particular school or department.

Adopted: 11/92 Revised: 08/07 Revised: 04/15
Revised: 04/16

15.7 INVOLUNTARY TRANSFER (LICENSED TEACHER)

15.7.1 Involuntary transfers of licensed teachers shall be made in accordance with the provisions of C.R.S. §22-63-206, as amended from time to time.

15.7.2 TRANSFER/COMPENSATION

15.7.2.1 A teacher may be transferred upon the recommendation of the Superintendent of a school district from one school, position, or grade level to another within the school district, if such transfer does not result in the assignment of the teacher to a position of employment for which the teacher is not qualified by virtue of academic preparation and license and if, during the current school year, the amount of salary of such teacher is not reduced except as otherwise provided in subsections (2) and (3) of this section. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position, or grade because of sex, sexual orientation, race, creed, color, or membership or non-membership in any group or organization.

15.7.2.2 Notwithstanding the provisions of subsection (1) of this section, a teacher who has been occupying an administrative position may be assigned to another position for which the teacher is qualified if a vacancy exists in such position, and, if so assigned, with a salary corresponding to the position. If the school district has adopted a general salary schedule or a combination salary schedule and policy, the board may consider the years of service accumulated while the teacher was occupying the administrative position when the board determines where to place the teacher on the schedule for the assigned position.

15.7.2.3 Notwithstanding the provisions of subsection (1) of this section, the salary of a teacher who has received additional compensation for the performance of additional duties may be reduced if said teacher has been relieved of such additional duties.

15.7.2.4 A teacher may enter into an agreement for a leave of absence with a board of education that shall not affect the teacher's employment status, position on the salary schedule if the school district has adopted a general salary schedule or combination salary schedule and policy, or insurance and retirement benefits.

ARTICLE 16 — TRAVEL

16.1 BUILDING OBLIGATIONS—TRAVELING TEACHERS

- 16.1.1 Duties--such as attendance at staff meetings, activity sponsorship, and playground and bus duties--shall be assigned to traveling teachers on an equitable basis, taking into account the inherent inconvenience and extra work involved in teaching in two buildings, as well as the percent of time assigned to each of the two buildings.
- 16.1.2 A system should be developed in each building to communicate to the teacher who travels important announcements such as changes in daily schedules.
- 16.1.3 Building administrators supervising licensed educators who serve multiple sites and the affected educators must work together to ensure duty-free lunch time, planning time, and adequate traveling time. Conflicts should be brought to the attention of the principals by the traveling teacher and addressed with the building principals involved. Concerns not resolved at the building level can be brought to Human Resources.

Adopted: 11/92 Revised: 08/07

16.2 ITINERANT TEACHERS

- 16.2.1 It is the responsibility of the teacher to assume the cost of travel to the first assignment in the morning and home from the last assignment in the afternoon.
- 16.2.2 No extra duties shall be assigned on a regularly scheduled basis.
- 16.2.3 Itinerant teachers shall submit a monthly mileage claim form for the actual miles driven while performing school district business. Reimbursement for travel expense shall be paid at the prevailing district mileage rate for the itinerant teacher.
- 16.2.4 For those employees who sustain special travel expense in performance of approved school district business, reimbursement shall be made upon application by the employee with the appropriate level.

Adopted: 11/92

16.3 SPECIALS TEACHERS TRAVELING TO MOUNTAIN SCHOOLS

- 16.3.1 Mileage reimbursement shall be made by submitting monthly mileage claim forms for payment at the district prevailing mileage rate.

Adopted: 11/92

16.4 STAFF WHO TRAVEL TO MOUNTAIN SCHOOLS AND HOMEBOUND INSTRUCTORS

- 16.4.1 It is the responsibility of all staff to assume the cost of reasonable travel to and from work.
- 16.4.2 However, the District recognizes there are additional costs to the employee for travel to a mountain school assignment. Therefore, mileage reimbursement will be made to staff at Red Feather, Livermore, and Stove Prairie. Mileage reimbursement shall be made for actual miles traveled beginning at the individual residence and ending at the mountain school but shall not exceed the number of miles from the JSSC to the mountain school. Reimbursement shall be calculated based on the district dollar allowance per mile for mountain schools.
- 16.4.3 This mileage rate will also apply to Homebound Instructors.
- 16.4.4 Additional mileage claims may be submitted for extra trips required by meetings, special programs, etc., as those occur.

Adopted: 11/92 Revised: 05/95 Revised: 07/02

16.5 ELEMENTARY TRAVELING *SPECIALS* TEACHERS

- 16.5.1 Sufficient time for traveling between buildings shall be allowed in addition to instructional preparation and lunch time.

Adopted: 11/92

16.6 ELEMENTARY SPECIALS TEACHERS

- 16.6.1 **Traveling Teachers and Meetings**
Their main school shall be their contact place for meetings. By request, some meetings will be necessary at their second school. Building administrators are expected to work out conflicts so that duplication of meetings will not happen and teachers will not have to put in double time.
- 16.6.2 **Assigned Extra Duties**
Percent of contract should equal percent of duties. Also, a full-time traveling teacher should only have to do extra duties that equal what a full-time teacher in one building would do.
- 16.6.3 **Class Size**

Class size for specials teachers should be equitable with the class sizes of other specials classes. It is recognized that site needs can allow for temporary regrouping of classes.

- 16.6.4 Extra Compensation
Some buildings have cut the contract of their specials teachers. In some instances, these teachers are still being expected to perform the same number of music programs, do before/after school art shows, track meets, book fairs, choirs, etc. Where this is happening those staff members (limited to specials less than 100% and specials traveling between buildings) should be compensated from the elementary extra duty funds allocated to each site. This compensation should be standardized across the District (Committee will determine standardization).
- 16.6.5 Travel Time and Money
Traveling specials teachers should be guaranteed that their negotiated duty free lunch and planning time not be used for travel. In addition, they should be getting mileage paid by the district.

Adopted: 05/95 Revised: 04/15

16.7 PREPARATION TIME/TRAVELING TEACHER

- 16.7.1 An uninterrupted period of not less than forty (40) minutes shall be scheduled for daily instructional preparation by traveling teachers during regular school hours. This applies to both elementary and secondary teachers who travel.

Note: It would be advantageous if this planning time could occur prior to starting the teaching assignment in the second building. Principals should take this into account when planning schedules.

Adopted: 11/92 Revised: 05/96 Revised: 05/97
Revised: 07/03

ARTICLE 17—ADMINISTRATOR AND PROFESSIONAL EMPLOYMENT RIGHTS

17.1 GENERAL PROVISIONS

- 17.1.1 The purpose of this Article 17 is to address the employment rights of District administrators and professionals and to set forth the process for dealing with District administrators and professionals in connection with their job assignment, transfer, reassignment, reclassification, reduction in force, and discipline up to and including termination of employment.
- 17.1.2 The following definitions shall apply within this Article 17:
- 17.1.2.1 “Transfer” is defined as the District-initiated moving of an administrator or professional from one location to another without a change in pay or job duties and responsibilities. A transfer may be voluntary or involuntary on the part of the administrator or professional.
- 17.1.2.2 “Reassignment” is defined as the District-initiated moving of an administrator or professional to a different job having different duties and/or responsibilities, with or without a change in pay. A reassignment may be voluntary or involuntary on the part of the administrator or professional.
- 17.1.2.3 “Reclassification” is defined as the District’s changing of the duties and/or responsibilities of an administrator’s or professional’s job, with or without a change in pay.
- 17.1.2.4 “Reduction in force” is defined as the District’s elimination of one or more administrator or professional job positions.
- 17.1.2.5 “Termination of employment” is defined as the District-initiated ending of an administrator’s or professional’s employment by the District.
- 17.1.3 An administrator’s or professional’s employment status with respect to his or her current administrative or professional assignment shall be at-will, which means that the administrator or professional serves at the discretion of the Superintendent and that his or her administrative or professional assignment may be terminated without cause.
- 17.1.4 In cases where discipline is warranted due to an administrator’s or professional’s conduct, the administrator’s or professional’s supervisor shall use progressive discipline, training and/or other

tools to address the problem if the supervisor deems appropriate under the circumstances, subject to approval by the Superintendent. Nothing in this Section 17.1.4 shall be construed to create a property right in favor of an administrator or professional, or to create any limitation or precondition on the District's ability to transfer, reassign or terminate the employment of an administrator or professional.

17.2 PROCEDURAL SAFEGUARDS REGARDING ADMINISTRATOR OR PROFESSIONAL TRANSFERS, REASSIGNMENTS, RECLASSIFICATIONS OR REDUCTIONS IN FORCE

17.2.1 TRANSFER OR REASSIGNMENT

17.2.1.1 Administrators and professionals shall be provided reasonable notice prior to their transfer or reassignment, including the reasons therefor.

17.2.1.2 Administrators and professionals shall be provided an opportunity for a conference with the supervisor recommending their transfer or reassignment prior to it taking effect.

17.2.1.3 Administrators and professionals shall be provided an opportunity to meet with the Superintendent to discuss the decision to transfer or reassign them.

17.2.2 JOB RECLASSIFICATION

17.2.2.1 Administrators and professionals shall be provided reasonable notice prior to the reclassification of their jobs, including the reasons for the reclassification.

17.2.2.2 If the reclassification involves a reduction in pay, the reduction shall not take effect until the subsequent contract year of any administrator or professional to whom it applies.

17.2.2.3 Administrators and professionals shall be provided an opportunity to meet with the Superintendent to discuss the decision to reclassify their jobs.

17.2.3 REDUCTION IN FORCE

17.2.3.1 Administrators and professionals shall be provided reasonable notice prior to a reduction in force resulting in the elimination of their jobs.

17.2.3.2 When feasible, an administrator or professional whose job is eliminated through a reduction in force shall be

assigned to another administrative or professional job position. If the Superintendent determines that no appropriate administrative or professional job positions are available, the administrator or professional shall be assigned to a non-administrative licensed or classified position for which he or she is qualified. If the Superintendent determines that no appropriate administrative or professional job positions are available and that no non-administrative licensed or classified positions for which the administrator or professional is qualified are available, the administrator's or professional's employment may be terminated.

17.2.3.3 Administrators and professionals shall be provided an opportunity to meet with the Superintendent to discuss the reduction-in-force decision.

17.3 PROCEDURAL SAFEGUARDS REGARDING ADMINISTRATOR AND PROFESSIONAL TERMINATION OF EMPLOYMENT

17.3.1 The Superintendent is authorized to terminate the employment of District administrators and professionals, unless otherwise provided by law. District supervisors may recommend to the Superintendent that the employment of administrators and professionals they supervise be terminated, in which case action on such recommendations shall be taken by the Superintendent if the Superintendent agrees with the recommendation.

17.3.2 Administrators and professionals may be immediately placed on administrative leave with full regular compensation and benefits prior to action being taken on the termination of their employment that is contemplated by the Superintendent and/or recommended by a supervisor. At the time an administrator or professional is placed on leave, he or she shall be advised of the reason(s) therefor.

17.3.3 Prior to taking action on the contemplated or recommended termination of an administrator's or professional's employment, the Superintendent shall provide written notice via hand-delivery, e-mail or certified mail advising the administrator or professional of: (a) the reasons termination of his or her employment is contemplated or recommended; and (b) his or her right to a conference as provided under Section 17.3.4.

17.3.4 CONFERENCE PROCEDURES

17.3.4.1 Prior to termination of the administrator's or professional's employment, he or she may request a conference with the Superintendent. Such request shall

be made in writing to the Superintendent within ten (10) working days after the date the notice of contemplated or requested termination of employment was hand-delivered or mailed. If no conference is timely requested, action on the contemplated or requested termination of employment may be taken by the Superintendent.

- 17.3.4.2 To the extent practicable, a conference shall be held within ten (10) working days after the administrator's or professional's written request therefor is received.
- 17.3.4.3 The administrator or professional shall have the right to be accompanied and assisted by a representative of his or her choice at the conference. If the administrator or professional chooses to be represented by an attorney at the conference, 72-hours' advance notice shall be given to the Superintendent.
- 17.3.4.4 The Superintendent may attend the conference in person with a witness or representative also present, or may be represented at the conference by a designee authorized by the Superintendent with a witness or representative also present. In either case, within ten (10) working days after the conference the administrator or professional shall be advised in writing of the Superintendent's decision regarding the contemplated or requested termination of the administrator's or professional's employment.

Adopted: 11/92
Revised: /07

Revised: 05/97
Revised: 04/16

Revised: 07/00
Revised: 04/17

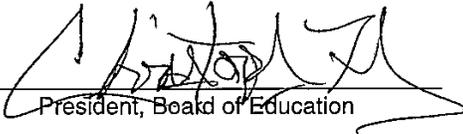
EMPLOYEE AGREEMENT SIGNATURE PAGE

By signing below, authorized representatives of the parties confirm that Poudre School District R-1, the Association of Classified Employees, the Poudre Association of School Executives and the Poudre Education Association have approved this Employee Agreement (including the Appendices thereto) effective as of July 1, 2018 and agree to be bound by its terms.

ATTEST:

POUDRE SCHOOL DISTRICT R-1


Secretary, Board of Education

By: 
President, Board of Education

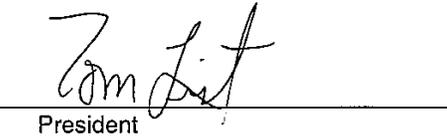
ASSOCIATION OF CLASSIFIED EMPLOYEES

By: 
President

POUDRE ASSOCIATION OF SCHOOL EXECUTIVES

By: 
President

POUDRE EDUCATION ASSOCIATION

By: 
President

APPENDICES

**Guidelines for Time Allocations for Licensed Elementary Staff
Poudre School District**

Full-time teachers are expected to arrive ½ hour before and stay ½ hour after school (unless otherwise determined at the site). Duty-free lunch is based on full-time contract. The following information is based on one, full (5day) week of work.

The chart below is used as a point of calculation for clarifying time commitments for part time elementary employees. See Article 11-Teaching Conditions for additional information.

% of Contract	Instruction time and other time on the job (including before and after school time, duties, meetings, etc.)	Planning Time	Duty Free Lunch	Total
1	33 hours 45 minutes	3 hours 45 minutes	2 hours 30 minutes	40 hours
0.9	30 hours 23 minutes	3 hours 22 minutes	2 hours 15 minutes	36 hours
0.8	27 hours	3 hours	2 hours	32 hours
0.7	23 hours 38 minutes	2 hours 37 minutes	1 hour 45 minutes	28 hours
0.6	20 hours 15 minutes	2 hours 15 minutes	1 hour 30 minutes	24 hours
0.5	20 hours	NA	NA	20 hours
0.4	16 hours	NA	NA	16 hours
0.3	12 hours	NA	NA	12 hours
0.2	8 hours	NA	NA	8 hours
0.1	4 hours	NA	NA	4 hours

7/26/10



Poudre School District
Licensed/Teacher Salary Schedule (T)
2018-19 School Year

*Years of experience for new employees	** STEP 18-19 School Year	LANE/Pay Grade									
		B	C	D	E	F	G	H	I	J	K
		Bach.	Bach. +13 S	Bach. +26 S	Bach. +39 S	Bach. +52 S Or Mster	Masters +13 S	Masters +26 S	Masters +39 S	EdS. Or Masters +52 S	Earned Doc- torate
0-1 yrs	1	37,948	38,859	39,792	40,747	41,725	42,560	43,411	44,279	45,165	46,068
2-3 yrs	2	39,333	40,277	41,244	42,234	43,248	44,113	44,996	45,895	46,814	47,749
4 yrs	3	40,769	41,747	42,749	43,776	44,827	45,723	46,638	47,570	48,523	49,492
5 yrs	4	42,257	43,271	44,309	45,374	46,463	47,392	48,340	49,306	50,294	51,298
6 yrs	5	43,799	44,850	45,926	47,030	48,159	49,122	50,104	51,106	52,130	53,170
7 yrs	6	45,398	46,487	47,602	48,747	49,917	50,915	51,933	52,971	54,033	55,111
8 yrs	7	47,055	48,184	49,339	50,526	51,739	52,773	53,829	54,904	56,005	57,123
9 yrs	8	48,773	49,943	51,140	52,370	53,627	54,699	55,794	56,908	58,049	59,208
	9	49,785	51,766	53,007	54,282	55,584	56,696	57,830	58,985	60,168	61,369
	10	50,034	52,840	54,942	56,263	57,613	58,765	59,941	61,138	62,364	63,609
	11	50,284	53,104	56,082	58,317	59,716	60,910	62,129	63,370	64,640	65,931
	12	50,535	53,370	56,362	59,527	61,896	63,133	64,397	65,683	66,999	68,337
	13	50,788	53,637	56,644	59,825	63,180	65,437	66,747	68,080	69,444	70,831
	14	51,042	53,905	56,927	60,124	63,496	66,795	69,183	70,565	71,979	73,416
	15	51,297	54,175	57,212	60,425	63,813	67,129	70,619	73,141	74,606	76,096
	16	51,553	54,446	57,498	60,727	64,132	67,465	70,972	74,659	77,329	78,874
	17	51,811	54,718	57,785	61,031	64,453	67,802	71,327	75,032	78,934	81,753
	18	52,070	54,992	58,074	61,336	64,775	68,141	71,684	75,407	79,329	83,449
	19	52,330	55,267	58,364	61,643	65,099	68,482	72,042	75,784	79,726	83,866
	20	52,461	55,543	58,656	61,951	65,424	68,824	72,402	76,163	80,125	84,285
	21	52,461	55,682	58,949	62,261	65,751	69,168	72,764	76,544	80,526	84,706
	22	52,461	55,682	59,096	62,572	66,080	69,514	73,128	76,927	80,929	85,130
	23	52,461	55,682	59,096	62,728	66,410	69,862	73,494	77,312	81,334	85,556
	24	52,461	55,682	59,096	62,728	66,576	70,211	73,861	77,699	81,741	85,984
	25	52,461	55,682	59,096	62,728	66,576	70,387	74,230	78,087	82,150	86,414
	26	52,461	55,682	59,096	62,728	66,576	70,387	74,416	78,477	82,561	86,846
	27	52,461	55,682	59,096	62,728	66,576	70,387	74,416	78,673	82,974	87,280
	28	52,461	55,682	59,096	62,728	66,576	70,387	74,416	78,673	83,181	87,716

* Employees new to PSD will be placed at the lane for their highest completed degree and are awarded up to 9 years of verifiable service credit except in hard-to-fill (or high needs) areas. Retired PSD teachers will be placed at 14 years of experience on the current salary schedule unless SVEI was received in 2010 or 2011.

** Steps are not equivalent to years of service.

12.2 ELEMENTARY TEACHER EXTRA DUTY PAY

12.2.1 ELEMENTARY EXTRA DUTY SCHEDULE* 2018-2019

TIER 1 \$100	TIER 2 \$200	TIER 3 \$300	TIER 4 \$400
Talent Show Lead (1)	Science Olympiad (1/10 ratio up to 3)	Odyssey of the Mind Coordinator (1)	Music Programs Coordinator (1)
Scheduling (up to 5)	Lego Robotics (1/10 ratio up to 3)	Student Leadership (up to 3)	Assessment Coordinator (1) (Not eligible if already in job description)
Crisis Response Team lead (1)	Academic Enrichment Clubs (up to 5) (Art, Math, Reading, Science)	ECO Week Overnight (10)	Tutoring (up to 3)
Geography Bee (1)	Music Club (1)	School Accountability Team (up to 2)	MTSS Members (up to 8)
Spelling Bee (1)	Tech Team Committee (Up to 6)	School-wide culture Team-Ex: PBIS (up to 4)	Site Based Decision Team-Ex: IB, Core, etc. (Up to 8)
Staff Activities Members (up to 2)	Kindergarten Registration (up to 4)	Webmaster (Facebook, Twitter, other social media) (1)	Misc. Yearlong Student enrichment clubs (Up to 4)
Staff Wellness Committee Lead (1)	Staff Activities Lead (1)	Misc. Enrichment Clubs (1 per club up to 2 per school)	Misc. Coordinator (Prior Approval needed from HR/PEA)
Science Fair (up to 2)	*Student Wellness Clubs (Up to 6)	Misc. Leadership (up to 2)	
Chess Club (1)	Newsletter (1)		
Art Show (1)	Yearbook (1)		
District Track Meet (1)	PTO Member (up to 2)		
Foreign Language Club (1)			
Extra Duty Coordinator (1)			

NOTE: The amounts include both employer PERA and employer Medicare.

Guidelines:

1. The preparation of the Extra Duty plan shall be a collaborative effort between the Principal, PEA representative, and the office manager.
2. Licensed staff members can receive more than one of the posted stipends.
3. Activities must be above and beyond the licensed staff member's job responsibilities.
4. Stipends may be divided to pay more than one staff member for the activity.
5. Schools may not exceed the posted stipends for each activity.
6. Only licensed employees are eligible for the stipends.
7. If a school does not have the activity listed in the schedule, they may trade out the posted activity for an already existing activity not listed.

*Wellness Clubs can be paid for multiple seasons (Fall, Winter, Spring)

Article rewritten: 05/16

Revised: 4/17



**Poudre School District
Extra Duty Stipend Schedule (E)
2018-2019 School Year**

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	208	259	311	415	467	623	908	1,090	1,349	1,557	1,868	2,179	2,594	2,906	2,283
2	215	269	323	430	484	645	941	1,129	1,398	1,613	1,936	2,259	2,689	3,012	2,997
3	223	279	334	446	502	669	975	1,171	1,449	1,672	2,007	2,341	2,787	3,122	
4	231	289	347	462	520	693	1,011	1,213	1,502	1,733	2,080	2,427	2,889	3,235	
5	240	299	359	479	539	719	1,048	1,258	1,557	1,797	2,156	2,515	2,994	3,354	
6	248	310	372	497	559	745	1,086	1,303	1,614	1,862	2,235	2,607	3,104	3,476	
7	257	322	386	515	579	772	1,126	1,351	1,673	1,930	2,316	2,702	3,217	3,603	
8	267	333	400	533	600	800	1,167	1,400	1,734	2,001	2,401	2,801	3,334	3,734	
9	276	346	415	553	622	829	1,210	1,451	1,797	2,074	2,488	2,903	3,456	3,871	
10	287	358	430	573	645	860	1,254	1,504	1,863	2,149	2,579	3,009	3,582	4,012	

District Level Extra Duty Stipends

Job Code	Position	# of Stipends per Position	Grade
77735	District Track Meet Coordinator	(2 District Wide)	E
77715	Honor Band Assistant Secondary	(1 District Wide)	E
77716	Honor Band Director Secondary	(1 District Wide)	G
77717	Honor Choir Assistant Elementary	(1 District Wide)	D
77718	Honor Choir Assistant Secondary	(1 District Wide)	D
77719	Honor Choir Director Elementary	(1 District Wide)	G
77720	Honor Choir Director Secondary	(1 District Wide)	G
77721	Honor Orchestra Assistant Secondary	(1 District Wide)	D
77722	Honor Orchestra Director Secondary	(1 District Wide)	G
77723	Solo Ensemble Director Secondary	(1 District Wide)	G
77733	Solo Ensemble Assistant Secondary	(1 District Wide)	D

Elementary Extra Duty Stipends

Job Code	Position	# of Stipends per Position	Grade
77765	Special Education Classroom Teacher (Pre-K - 5th Grade)	(1 per every Pre-K through 5th grade Sped Teacher)	C
21101	Counseling Responsibilities	(1 per Elementary Counselor)	F
77710	Head Teacher Mountain Schools	(3, 1 Red Feather, 1 Livermore & 1 Stove Prairie)	G
77785	MTSS Coordinator (stipend is not applied if in job description)	(1 per school)	F

* Additional Elementary Extra Duty - refer to page 4 - 12.2.1 Elementary Extra Duty Schedule

Middle School Extra Duty - Academic Stipends

Job Code	Position	# of Stipends per Position	Grade
77750	Chemical Safety Coordinator	(1 per school)	F
21102	Counseling Responsibilities	(1 per middle school counselor)	G
77745	Department Leader Small	(see Employee Agreement Article 12.6 for definition)	I
77746	Department Leader Large	(see Employee Agreement Article 12.6 for definition)	O2
77767	Department Leader (in lieu of release period)	(see Employee Agreement Article 12.6 for definition)	F
77766	Middle School Grade Book Liaison	(2 per school)	C
77758	Middle School Team Leader	(4 per school)	O1
77785	MTSS Coordinator (stipend is not applied if part of job description)	(1 per school)	F
77713	Music Teacher Instrumental Annual Performance	(1 per Instrumental Teacher)	L
77714	Music Teacher Vocal Annual Performance	(1 per Vocal Teacher)	L
77765	Special Education Classroom Teacher (6th-8th Grade)	(1 per every 6th-8th grade Sped Teacher)	C

Middle School Extra Duty - Advisor/Sponsor Stipends

Job Code	Position	# of Stipends per Position	Grade
40B16	Advisor Math Counts	(1 per school)	F
40B15	Advisor Mesa	(1 per school)	E
40B54	Advisor National Junior Honor Society	(1 per school)	G
40B17	Advisor Technology Club	(1 per school)	D
40B21	Sponsor Academic Competition Bowls (Science, Ocean, Knowledge)	(1 per bowl)	H
40B71	Sponsor Drama Club	(1 per school)	F
40B25	Sponsor Forensics Coach	(1 per school)	I
40B26	Sponsor Forensics Coach Assistant	(1 per school)	D
40AMM	Sponsor Intramurals	(1 per school, per season: Fall, Winter, Spring)	F
40B45	Sponsor National Travel	(1 per qualifying event)	B
40B79	Sponsor Robotics	(2 per school)	G
40B80	Sponsor Robotics 1st Tech Challenge	(1 per school)	H
40B42	Sponsor School Spirit	(1 per school)	A
40B73	Sponsor Science Olympiad Head	(2 per school)	J
40B77	Sponsor Science Olympiad Assistant	(1 per school)	H
40B78	Sponsor Student Leadership/Student Council	(1 per school)	H
40B18	Sponsor Technology Student Association	(1 per school)	H
40B19	Sponsor Where Everybody Belongs (WEB)	(2 per school)	G
40B76	Sponsor Yearbook	(1 per school)	G

Department of Human Resources

effective 08/1/18



**Poudre School District
Extra Duty Stipend Schedule (E)
2018-2019 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	208	259	311	415	467	623	908	1,090	1,349	1,557	1,868	2,179	2,594	2,906	2,283
2	215	269	323	430	484	645	941	1,129	1,398	1,613	1,936	2,259	2,689	3,012	2,997
3	223	279	334	446	502	669	975	1,171	1,449	1,672	2,007	2,341	2,787	3,122	
4	231	289	347	462	520	693	1,011	1,213	1,502	1,733	2,080	2,427	2,889	3,235	
5	240	299	359	479	539	719	1,048	1,258	1,557	1,797	2,156	2,515	2,994	3,354	
6	248	310	372	497	559	745	1,086	1,303	1,614	1,862	2,235	2,607	3,104	3,476	
7	257	322	386	515	579	772	1,126	1,351	1,673	1,930	2,316	2,702	3,217	3,603	
8	267	333	400	533	600	800	1,167	1,400	1,734	2,001	2,401	2,801	3,334	3,734	
9	276	346	415	553	622	829	1,210	1,451	1,797	2,074	2,488	2,903	3,456	3,871	
10	287	358	430	573	645	860	1,254	1,504	1,863	2,149	2,579	3,009	3,582	4,012	

Senior High Extra Duty - Academic Stipends

Job Code	Position	# of Stipends per Position	Grade
77751	Band Marching Director	(1 per school)	J
77753	Band Marching Assistant	(1 per school)	G
77752	Band Pep Director	(1 per school)	J
77754	Band Pep Assistant	(1 per school)	G
77755	Chemical Safety Coordinator	(1 per school)	G
21103	Counseling Responsibilities	(1 per Senior High Counselor)	G
77703	Department Leader	(see Employee Agreement Article 12.5 for definition)	I
77701	Department Leader (In lieu of release period)	(see Employee Agreement Article 12.5 for definition)	O2
77704	Department Leader Counseling	(see Employee Agreement Article 12.5 for definition)	I
77705	Department Leader Media	(see Employee Agreement Article 12.5 for definition)	I
40791	Drama Coach/Technical Director	(1 per school)	N
40792	Drama Technical Director	(1 per school)	K
40790	Drama Coach Year Long	(1 per school)	N
40793	Forensics Coach Head	(1 per school)	M
40796	Forensics Coach Assistant	(range 31-60)	I
77709	Lead Teacher PCA	(1 per school)	D
77785	MTSS Coordinator (stipend is not applied if in job description)	(1 per school)	F
40795	Musical Director (show) Orchestra	(1 per school)	J
40794	Musical Director (show) Vocal	(1 per school)	J
77711	Music Teacher Instrumental Annual Performance	(1 per Instrumental Teacher)	N
77712	Music Teacher Vocal Annual Performance	(1 per Vocal Teacher)	N

Senior High Extra Duty - Advisor/Sponsor Stipends

Job Code	Position	# of Stipends per Position	Grade
40D08	Advisor Concessions	(1 per school, paid for 2 seasons)	H
40D02	Advisor DECA	(1 per school)	L
40D10	Advisor DECA Assistant	(range 1-50: 1 advisor, 51+: 2 advisor)	I
40D03	Advisor FBLA	(1 per school)	L
40D11	Advisor FBLA Assistant	(range 1-50: 1 advisor, 51+: 2 advisor)	I
40D07	Advisor FCCLA	(1 per school)	L
40D15	Advisor FCCLA Assistant	(range 1-50: 1 advisor, 51+: 2 advisor)	I
40D12	Advisor FFA	(1 per school)	L
40D13	Advisor FFA Assistant	(range 1-50: 1 advisor, 51+: 2 advisor)	I
40D20	Advisor HOSA - Future Health Professionals	(1 per school)	L
40D05	Advisor Mesa	(1 per school)	G
40D18	Advisor National Business Honor Society	(1 per school)	G
40D01	Advisor National Technical Honor Society	(1 per school)	G
40D06	Advisor Newspaper	(1 per school)	K
40D25	Advisor (SC)2 - Successful Career Students of CO	(1 per school)	G
40D62	Sponsor 1st Robotics	(1 per school)	H
40D09	Sponsor Band Color Guard	(1 per school)	G
40D96	Sponsor Book Club	(1 per school)	B
40D77	Sponsor Coding/Programming	(1 per school)	G
40D98	Sponsor Cycling Club	(1 per school)	C
40D55	Sponsor Dance Team	(1 per school, paid for 2 seasons)	I
40D57	Sponsor Dance Team Assistant	(1 per school, paid for 2 seasons)	F
40D82	Sponsor Diversity Leadership	(1 per school)	G
40D87	Sponsor Environmental Club	(1 per school)	E
40D64	Sponsor French Club	(1 per school)	B
40D59	Sponsor Freshman Class	(2 per school)	B
40D65	Sponsor German Club	(1 per school)	B
40D44	Sponsor Junior Class	(2 per school)	E
40D84	Sponsor Key Club	(1 per school)	G
40D56	Sponsor Knowledge Bowl	(1 per school)	F
40D88	Sponsor Link Crew	(1 per school)	G
40D45	Sponsor Literary Magazine	(1 per school)	G
40D95	Sponsor Mock Trial	(1 per school)	H
40D76	Sponsor Model UN/World Affairs	(1 per school)	D
40D86	Sponsor Music Appreciation Club	(1 per school)	D



**Poudre School District
Extra Duty Stipend Schedule (E)
2018-2019 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	208	259	311	415	467	623	908	1,090	1,349	1,557	1,868	2,179	2,594	2,906	2,283
2	215	269	323	430	484	645	941	1,129	1,398	1,613	1,936	2,259	2,689	3,012	2,997
3	223	279	334	446	502	669	975	1,171	1,449	1,672	2,007	2,341	2,787	3,122	
4	231	289	347	462	520	693	1,011	1,213	1,502	1,733	2,080	2,427	2,889	3,235	
5	240	299	359	479	539	719	1,048	1,258	1,557	1,797	2,156	2,515	2,994	3,354	
6	248	310	372	497	559	745	1,086	1,303	1,614	1,862	2,235	2,607	3,104	3,476	
7	257	322	386	515	579	772	1,126	1,351	1,673	1,930	2,316	2,702	3,217	3,603	
8	267	333	400	533	600	800	1,167	1,400	1,734	2,001	2,401	2,801	3,334	3,734	
9	276	346	415	553	622	829	1,210	1,451	1,797	2,074	2,488	2,903	3,456	3,871	
10	287	358	430	573	645	860	1,254	1,504	1,863	2,149	2,579	3,009	3,582	4,012	

Senior High Extra Duty - Advisor/Sponsor Stipends (continued)

Job Code	Position	# of Stipends per Position	Grade
40D93	Sponsor National Academic Competition	(1 per competition)	B
40D79	Sponsor National Art Society	(1 per school)	G
40D46	Sponsor National Honor Society	(1 per school)	E
40D71	Sponsor National Math Honor Society	(1 per school)	G
40D72	Sponsor National Music (Tri-M) Society	(1 per school)	G
40D53	Sponsor National Ocean Sci Bowl	(1 per school)	F
40D73	Sponsor National Science Society	(1 per school)	G
40B45	Sponsor National Travel	(1 per qualifying event)	B
40D92	Sponsor Peer Counselors	(1 per school)	H
40D48	Sponsor Robotics	(1 per school)	I
40D80	Sponsor School Spirit	(1 per school)	B
40D54	Sponsor Science Bowl	(1 per school)	F
40D49	Sponsor Science Olympiad	(2 per school)	K
40D50	Sponsor Senior Class	(2 per school)	D
40D51	Sponsor Sophomore Class	(2 per school)	C
40D63	Sponsor Spanish Club	(1 per school)	B
40D61	Sponsor Student Council Assistant	(1 per school)	G
40D58	Sponsor Student Council Head	(1 per school)	N
40D81	Sponsor Unified Activities	(1 per school)	G
40D52	Sponsor Yearbook	(1 per school)	K

POUDRE SCHOOL DISTRICT

CLASSIFIED CAREER INCENTIVE PLAN

Article 12.19 - Employee Agreement

It is the intent of Poudre School District to provide a career incentive benefit for eligible employees. This benefit will be maintained as part of the total benefits package for Poudre School District employees.

Career incentive plans are to be managed by each employee group. For budget calculation purposes, career incentive plans are considered as part of the base staffing cost of the district, and increases or decreases in dollar amounts paid for such plans are included in the calculation of annualized percent change in compensation for the group.

The Association of Classified Employees (ACE) has developed the following Career Incentive Plan for eligible Classified Employees. Eligible employees will automatically participate in the plan.

Classified Career Incentive Plan

The plan is intended to be established and qualified under Section 457(b) of the Internal Revenue Code as a tax free deferred compensation retirement plan. This plan is adopted to provide benefits upon retirement or death and is separate from your Public Employees' Retirement Association (PERA) retirement.

Eligibility: Classified Employees are eligible if they:

- have completed six (6) consecutive years of Poudre School District Service
- meet the required work hours defined in the table below
- are actively receiving a paycheck from the District

Standard Days in Assignment	Minimum Scheduled Hours Per Day
141	7.39
173	6.02
174	5.99
175	5.95
177	5.88
180	5.79
181	5.75
182	5.72
185	5.63
186	5.60
190	5.48
195	5.34
200	5.21
205	5.08
210	4.96

215	4.84
220	4.73
225	4.63
230	4.53
260	4.01

Classified Employees who are on an unpaid leave of absence are not eligible.

An academic year Classified Employee who is staffed out at the end of one year and rehired by the following September 30 does not incur a break in service.

This benefit cannot be received during a transition year. Employees receiving PERA retirement benefits are not eligible for this benefit.

Eligibility will be established on a monthly basis and will begin the first of the month following the Classified Employee's completion of six (6) consecutive years of Service.

Description of Benefit: The Employer will contribute on behalf of each eligible Classified Employee an amount equal to a uniform percentage of each Classified Employee's Compensation for the Plan Year, as determined by the Employer. The Employer shall make payment of its contributions on a monthly basis. The Employer contributions will be treated as a deferral subject to the deferral limitations set by the Internal Revenue Service for 457(b) deferred compensation plans.

Once a Classified Employee becomes eligible for the Classified Career Incentive Plan, he/she will continue to receive the benefit in subsequent years subject to annual recalculation of his/her benefit under the guidelines set forth in this document and subject to the information outlined in the **Negotiated Agreement, Appropriation and Availability of Funds** section of this document.

Notification Process

Eligible Classified Employees will be notified in writing of the benefit payment the month prior to the effective date of eligibility.

Definitions

Classified Employee – an individual employed by the District whose pay is determined by the Classified Hourly Salary Schedule (H) or the Classified Exempt Salary Schedule (Y), excluding temporary work, contract service and substitute employees.

Compensation - the total salary paid for all classified assignments determined by an employee's regularly scheduled hours. Compensation does not include extra duty or other additional salary like additional time or overtime.

Employer - Poudre School District

Plan Year – is defined as August 1 through July 31.

Service – the number of years of uninterrupted regular classified employment with Poudre School District. Time worked in temporary, contract service, and substitute positions are **not** considered in determining consecutive years of employment. An unpaid leave of absence will **not** count as service except as required by the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act, nor will it constitute an interruption of service.

Negotiated Agreement, Appropriation and Availability of Funds

The Classified Career Incentive Plan is based upon a negotiated agreement.

It is subject to change by future negotiated agreement and annual review. It is further subject, at all times, to the budgeting, appropriation, and availability of funds.

CAREER INCENTIVE LONGEVITY SALARY PLAN FOR ADMINISTRATORS & PROFESSIONALS

The following Career Incentive Longevity Salary Plan for administrators and professionals has been developed by the Poudre Association of School Executives (PASE). This benefit replaces the previous Administrative Career Incentive Plans effective prior to August, 2004.

Part I - Career Incentive Longevity Salary Plan for Administrators and Professionals

Effective Date: August 2007

Eligibility: Current administrators and professionals including administrators and professionals on transitional retirement are eligible. A part-time administrator or professional will receive the Career Incentive Longevity Salary Payment based on his/her administrative or professional assignment percentage only.

Description of Benefit: The Career Incentive Longevity Salary Payment will be paid in equal monthly installments as part of the administrator's or professional's annual salary. An eligible administrator's or professional's annual Career Incentive Longevity Salary will be calculated as follows:

3 - 7.99 completed PSD Admin. or Professional Yrs/Svc = 4% of the administrator's or professional's base salary

8 + completed PSD Admin. or Professional Yrs/Svc = 5% of the administrator's or professional's base salary

- The total dollar amount available to fund the Career Incentive Longevity Salary Plan and the percentage factor per year of administrative service or professional service will be negotiated annually.
- Once an administrator or professional becomes eligible for Career Incentive Longevity Salary Payment, he/she will continue to receive the benefit in subsequent years subject to an annual recalculation of his/her benefit under the formula set forth above and subject to Part III.
- School district costs associated with the payment of Career Incentive Longevity Salary Payments, such as the employer's share of PERA and Medicare contributions will be deducted from the Career Incentive Longevity Salary Plan Fund available for distribution.

Part II - Definitions

"Poudre School District Administrative or Professional Years of Service" is the total years worked for the School District as an administrator or professional whether full time or part time, except that breaks in service and unpaid leaves of absence are not included unless covered under FMLA. Years of service need not be consecutive.

Part III - Negotiated Agreement, Appropriation and Availability of Funds

This Career Incentive Longevity Salary Payment is based upon a negotiated agreement. IT IS SUBJECT TO CHANGE BY FUTURE NEGOTIATED AGREEMENTS, CHANGE IN LAW AND ANNUAL REVIEW. IT IS FURTHER SUBJECT, AT ALL TIMES, TO THE BUDGETING, APPROPRIATION AND AVAILABILITY OF FUNDS.

Part IV - Miscellaneous

Administrators and professionals are encouraged to use this opportunity to reevaluate their retirement planning and consider the benefits of utilizing 403(b) plans, 401(k) plans, 457 plans or any other retirement planning vehicles which may be available to them.

Part V - Administration of Plan

Administrator and professional files will be audited to determine exact years of service considering breaks in service and unpaid leaves of absence unless covered under FMLA. After years of service, percentage per administrative or professional year of service, and individual Career Incentive Longevity Salary Plan amounts are determined, eligible employees will be notified annually of their Career Incentive Longevity Salary Payment. The Career Incentive Longevity Salary Payment will be prorated on the administrator's or professional's monthly pay from August through July.

POUDRE SCHOOL DISTRICT

LICENSED CAREER INCENTIVE PLAN

Article 12.19 – Employee Agreement

It is the intent of Poudre School District to provide a career incentive benefit for eligible employees. This benefit will be maintained as part of the total benefits package for Poudre School District employees.

Career incentive plans are to be managed by each employee group. For budget calculation purposes, career incentive plans are considered as part of the base staffing cost of the district, and increases or decreases in dollar amounts paid for such plans are included in the calculation of annualized percent change in compensation for the group.

The Poudre Education Association (PEA) has developed the following Career Incentive Plan for eligible Licensed employees. Eligible employees may participate in the "Longevity Pay Plan," the "Unused Sick Leave Pay Plan," or both.

A licensed employee who is dismissed pursuant to the Teacher Employment Compensation and Dismissal Act of 1990, as now in effect or hereafter amended, shall not be entitled to receive payment under the Licensed Career Incentive Plan subsequent to the date the Board of Education dismisses the licensed employee or 120 days after the Superintendent recommends dismissal to the Board, whichever is earlier.

Longevity Pay Plan

Eligibility: Licensed employees are eligible if they have:

- completed at least 20 years of Poudre School District service as of each September 1 (see definition of "Years of Service");
- at least 15 years of service as a licensed employee as of each September 1 (see definition of "Years of Service as a Licensed Employee"), and;
- at least 5 years of service as a licensed employee as of each September 1 completed immediately prior to receiving the benefit.

Approved leaves of absence shall not constitute a break in the five years of service as a licensed employee required immediately prior to the termination date. Interim administrative assignments of one year or less by a licensed employee shall not count as an interruption of service.

Licensed employees who have previously received benefits under the licenses/certified severance option or exit incentive (in effect prior to July 1, 1995) are not eligible for the Longevity Pay Plan benefit.

Licensed employees who have received the maximum three-year benefit under the Career Incentive Pay Plan option are eligible for the Longevity Pay Plan benefit.

Description of Benefit: The Longevity Pay Plan benefit will be paid in equal monthly

installments as part of the licensed employee's annual salary. An eligible licensed employee's annual longevity pay will be calculated as follows:

- Any licensed employee who has completed 20 years but less than 23 years with Poudre School District will receive an annual \$1,500 longevity payment, subject to the limitations listed below.
- Any licensed employee who has completed 23 or more years with Poudre School District will receive an annual \$3,000 longevity payment, subject to the limitations listed below.

Once a licensed employee becomes eligible for the Longevity Pay Plan, he/she will continue to receive the benefit in subsequent years subject to annual recalculation of his/her benefit under the guidelines set forth above and subject to the information outlined in the **Negotiated Agreement, Appropriation and Availability of Funds** section of this document.

This benefit cannot be received during a transition year.

Payments under the Longevity Pay Plan benefit **ARE** included as salary for PERA purposes.

Limitations:

- Licensed employees will receive a prorated amount based upon his/her licensed contract percentage.
- Any employee who has a part-time licensed position and receives the career incentive benefit will receive the same percentage longevity pay or unused sick leave pay calculation as his/her licensed contract percentage.
- The payment will increase or decrease on a prorated basis if there is an increase or decrease in the licensed employee's contract percentage during the time he/she is receiving payments.
- The payment will be adjusted on a monthly basis if there is an increase or a decrease in the licensed employee's contract percentage during the time he/she is receiving payments.

Unused Sick Leave Pay Plan

Eligibility: Licensed employees are eligible if they have:

- completed at least 15 years of Poudre School District service (see definition of "Years of Service");
- at least ten years of service as a licensed employee (see definition of "Years of Service as a Licensed Employee");
- voluntarily terminated employment from the District; and

- at least five years of service as a licensed employee completed immediately prior to the termination date.

Approved leaves of absence shall not constitute a break in the five years of service as a licensed employee required immediately prior to the termination date. Interim administrative assignments of one year or less by a licensed employee shall not count as an interruption of service.

Licensed employees who have previously received benefits under the licensed/certified severance option or exit incentive (in effect prior to July 1, 1995) are not eligible for the Unused Sick Leave Pay Plan benefit.

Licensed employees on transitional retirement will receive payment of this benefit on their final check prior to the start of their transitional retirement period pending final calculation of unused sick leave.

The Unused Sick Leave Pay Plan benefit is available only once to eligible licensed employees who terminate employment.

Any employee who has a part-time administrative position and a part-time licensed position and receives the career incentive benefit will receive the same percentage career incentive pay or unused sick leave pay calculation as his/her licensed contract percentage.

Description of Benefit: Upon electing to terminate employment with the District, eligible licensed employees will be paid for unused sick leave and PTO leave time carried forward to sick leave. The licensed employee will automatically receive payment for this benefit prior to the start of their transitional retirement period pending final calculation of unused sick leave. The benefit will be calculated as follows:

Licensed employees who meet eligibility guidelines, have at least 15 but less than 20 years of service, and who terminate employment, will receive **\$37.50** per unused sick leave day with no maximum benefit, unless it becomes necessary to adjust the per diem payment amount as indicated in the NOTE on page 4.

Licensed employees who meet eligibility guidelines, have at least 20 years of service, and who terminate employment under the following circumstances will receive **\$75.00** per unused sick leave day with no maximum benefit, unless it becomes necessary to adjust the per diem payment amount as indicated in the NOTE on page 4.

Death Benefit: The estate of an employee whose death occurs prior to termination of employment may be eligible for the payment of the Unused Sick Leave Pay Plan benefit. If an employee would have been eligible for payment of the Unused Sick Leave Pay Plan benefit had he or she terminated employment at the end of the school year when death occurred, payment shall be made to the licensed employee's estate in the manner as if the licensed employee had terminated employment at the end of that school year.

Application and Notification Process

Longevity Pay Plan

An application for the Longevity Pay Plan benefit is not necessary.

Eligible licensed employees will be notified in writing of the benefit payment by July 15. Payment for this benefit will begin on the August 31 paycheck following the determination of eligibility.

Unused Sick Leave Pay Plan

An application for the Unused Sick Leave Pay Plan benefit is not necessary.

Eligible licensed employees will be notified upon termination of their unused sick leave balance and the payment calculation.

Definitions

Salary- the compensation paid for licensed assignment only and does not include extra duty, extended contract or other additional compensation.

Total Allowable Funding- shall mean all dollars in the fund determined by future negotiated agreement and annual review.

Total Unused Sick Leave Pay Plan Benefit- as it would be calculated in the **Description of Benefit** section of the Unused Sick Leave Pay Plan.

Unused Sick Leave Day- total earned unused sick leave hours divided by eight.

Years of Service- the total years worked for the district in any type of employment whether full-time or part-time, except that employment as a substitute teacher or unpaid leave of absence not covered under the Family Medical Leave Act of 1993 are not included. Years of service need not be consecutive provided there are at least five years of service as a licensed employee from the most recent hire date to the termination of employment date.

Years of Service as a Licensed Employee- years of service under a teacher contract, and paid from the teacher salary schedule, as distinct from years of service as a classified or administrative employee.

Negotiated Agreement, Appropriation and Availability of Funds

The Longevity Pay Plan and the Unused Sick Leave Pay Plan are based upon a negotiated agreement.

They are subject to change by future negotiated agreement and annual review. They are further subject, at all times, to the budgeting, appropriation, and availability of funds.

NOTE: If the total of all payments for those licensed employees receiving benefits from the Longevity Pay Plan and the Unused Sick Leave Pay Plan exceeds the Total Allowable Funding for the Licensed Career Incentive Plan then payment received for the

Unused Sick Leave Pay Plan will be reduced by \$1 per day for each licensed employee of 20 or more years of service plus \$.50 per day for licensed employees who have at least 15 years but less than 20 years of service until the total for the Longevity Pay Plan and the Unused Sick Leave Pay Plan is less than or equal to the Total Allowable Funding for the Licensed Career Incentive Plan. Any funds remaining after the Longevity Pay Plan and the Unused Sick Leave Pay Plan are fully paid shall be carried over to the next Licensed Career Incentive Plan Year.

***Educate...
Every Child, Every Day***

Vision

Poudre School District exists to support and inspire every child to think, to learn, to care, and to graduate prepared to be successful in a changing world.



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