



EMPLOYEE AGREEMENT

Between

The Association of Classified Employees

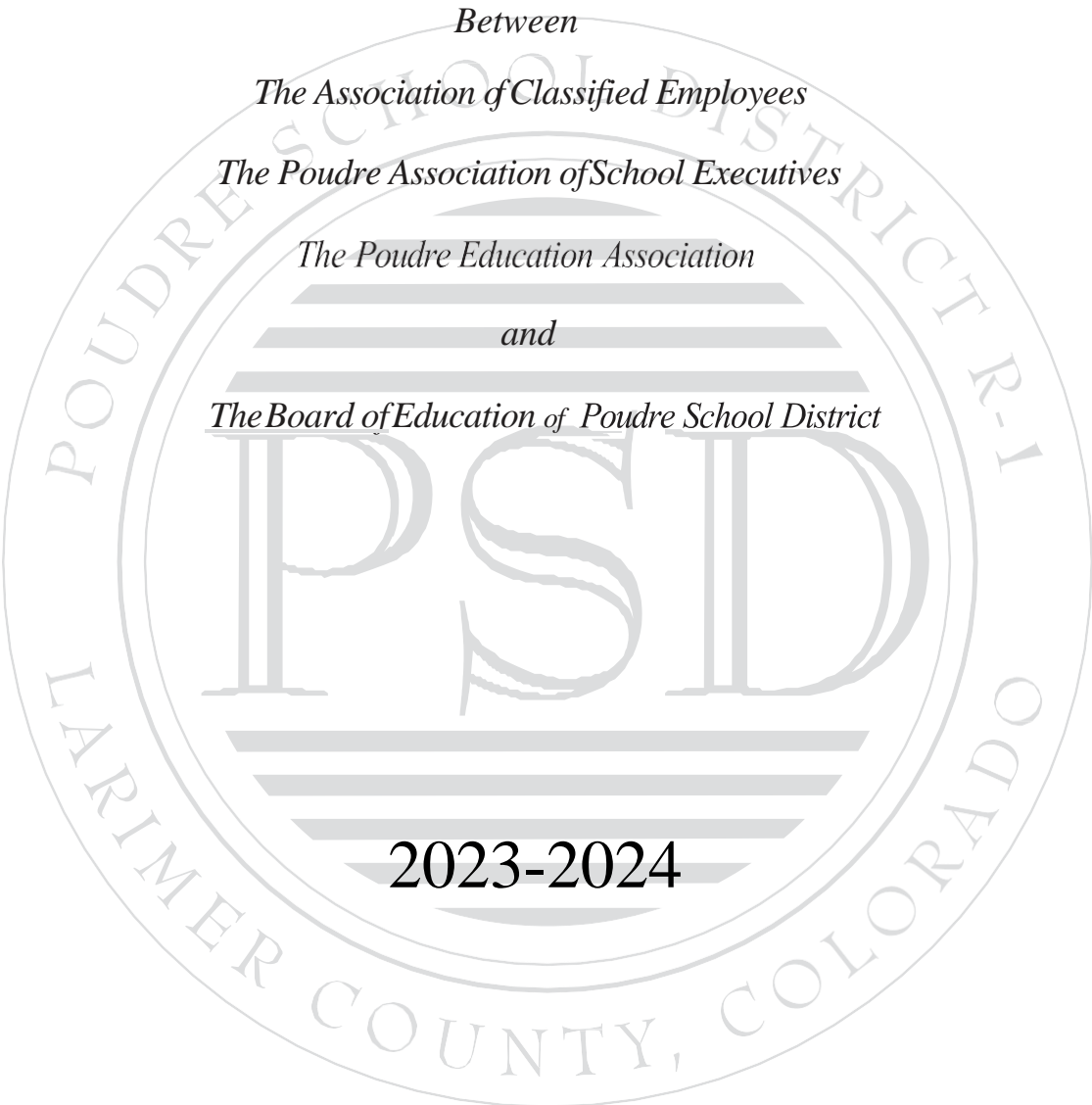
The Poudre Association of School Executives

The Poudre Education Association

and

The Board of Education of Poudre School District

2023-2024



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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) 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.

2.13.4 ESSENTIAL EMPLOYEES

2.13.4.1 Essential employees are employees who are required to work on-site and in-person during remote workdays and/or school or site closures. The below identified positions are essential employees during closure

reason(s) designated in the following parenthesis, i.e. “(early release)”.

Other employees who are not listed below may be deemed essential for a certain type of remote workday or school/site closure or all closures and remote workdays depending on their position. **An employee’s supervisor/manager shall determine and inform these other employees if they are considered an essential employee during a school/site closure or remote workday.**

In general, but not limited to, the below positions are considered essential during the following school/site closure categories and/or remote workdays:

Facilities

Snow (full closure/late start/early release)

Facilities and Construction Services Director
Planning and Construction Manager
Facility Services Manager
Custodial Manager
Custodial Supervisors
Outdoor Services
Custodial
Anyone on-call

Heat Day (full closure/late start/early release)

Facilities and Construction Services Director
Planning and Construction Manager
Facility Services Manager
Custodial Manager
Energy Manager
Anyone on-call

Child Nutrition (late starts)

Kitchen managers
Child Nutrition workers
Child Nutrition warehouse staff

Transportation (early release)

Bus drivers
Dispatch
Transportation supervisors

Transportation (Closure)

2 technicians
Anyone on-call as directed by an employee’s supervisor/manager

IT (Technology Staff)

IT staff on-call will be expected to remain on-call during a school closure

Adopted: 11/92 Revised: 05/94 Revised: 05/96 Revised: 2/19
Revised: 07/02 Revised: 07/03 Revised: 08/06 Revised: 5/23
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, 2023 and shall expire at the end of the day on June 30, 2024.

Adopted: 11/92 Revised: 05/96 Revised: 05/08
Revised: 06/10 Revised: 05/12 Revised: 05/13
Revised: 05/14 Revised: 04/15 Revised: 05/23

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 Chief Human Resources Officer, 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 decision-making 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: Chief Financial Officer 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

4.14 Professional Learning Time Work Group

A cross-functional PD Committee was established from the big circle to determine feasibility of alternative school schedules for elementary and middle schools (late start, early out, no student contact days) and will report feasible options to cabinet and big circle in 2023, then obtain stakeholder (both employee and community) support, and if an option or options are both feasible and have support, then bring it back to the big circle for a vote in the 2024-25 negotiations. Goal here is to address

additional PD time and Elementary Plan time.

Adopted: 11/92 Revised: 05/95 Revised: 05/97
Revised: 05/01 Revised: 07/04 Revised: 08/06
Revised: 05/08 Revised: 02/09

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 EMPLOYEE ASSOCIATION RIGHTS

- 5.5.1 In order to carry out the duties outlined in 5.3.1., Employee Association Presidents shall work with their respective members and the District to foster a collaborative culture and climate of

openness. To that end, the following shall apply:

5.5.2 Privileges and Facilities

- 5.5.2.1 All Poudre School District employees shall have the right freely to join and support their professional organization (Association of Classified Employees, Poudre Association of School Executives, or Poudre Education Association) for the purpose of engaging in professional bargaining or negotiations and other lawful activities. The Board agrees it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of the State of Colorado or the Constitutions of the State of Colorado and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment, by reasons of his/her membership in a professional organization, his/her participation in any activities of a professional organization, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.
- 5.5.2.2 The Associations (ACE, PASE, and PEA) shall be granted use of school buildings or other district facilities for holding Association building meetings, Association Representative council meetings, general membership meetings, and committee meetings for conducting official Association business. The Association Representative(s) for each school shall have the right to schedule Association meetings before or after school or during duty-free lunch periods. The representative(s) shall consult with the building calendar and obtain a building permit if require by the principal. The meetings shall not conflict with the building calendar or the duty schedule of the employees in the building. Associations will obtain building permits through PSD Customer Support Center.
- 5.5.2.3 The Associations shall be provided space on at least one bulletin board in each school building designated by the

principal for the placement of Association notices, circulars or other materials provided that material is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not interfere or disrupt the normal school use of such bulletin boards. A copy of all materials posted on the bulletin board shall be made available to the principal. The Associations shall have the right to place notices, circulars, and other material relevant to the organization's business in members' mailboxes except those that would violate Poudre School District Policies

5.5.2.4 Association members shall be permitted to visit schools for carrying out Association business as needed. Such visitations shall not interfere with educational programs or administrative affairs of the school visited. All visitors shall comply with District security requirements, including checking in with the front office and obtaining visitor passes when necessary. .

5.5.2.5 Building Association Representative(s) shall be allowed to carry out advocacy for employees as requested.

5.5.2.6 The Associations will be allowed to distribute information and interact with all new employees at new employee events scheduled by the District with prior collaboration with district event coordinators, including offering an optional breakfast or lunch to the new employees.

5.5.2.7 The Associations agree to provide to the Board the following information: The name and legal addresses of the organizations; its officers and affiliated organization(s); a copy of its Articles of Incorporation and Bylaws.

5.5.3 Dues Deduction

5.5.3.1 The District shall deduct employee association dues from a member's compensation only as authorized by the member in accordance with governing law.

5.5.3.2 The Associations agree to hold the District harmless from any and all claims arising from the proper application of dues deduction.

5.5.4 Association Coverage for Activities

5.5.4.1 The Associations shall be granted one hundred (100) days of Association Leave each academic year to permit its members to participate in Association activities excluding negotiations with the district, as determined by the Association president or designee. The District shall request substitutes for these members when necessary. The Associations will be responsible for reimbursing the District for any substitutes at the current substitute rate. Understanding that students' regular educators being with them every day is optimum, the Associations will avoid overuse of these days by individuals. The Associations will furnish the District with the names of the members attending such activities as soon as practical prior to the activity.

Adopted: 02/20

5.6 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer, 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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.

Revised: 04/15

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 An 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 primary evaluator is a licensed or classified employee, then an administrator or professional 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 classified employee shall conduct a self-evaluation. 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 The completed evaluation will be retained in the employee's personnel 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).

Revised: 04/15 Revised: 03/20

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.

Adopted: 11/92 Revised: 08/07 Revised: 04/15
Revised: 05/95 Revised: 05/08 Revised: 04/16
Revised: 05/97 Revised: 03/09 Revised: 04/17
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 an evaluation each academic year. The evaluation, 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.

Revised: 04/15 Revised: 03/20

9.4 THE PROCESS OVERVIEW – CENTRAL OFFICE ADMINISTRATORS AND PROFESSIONALS

Central Office Administrators and Professionals shall receive an evaluation every year. The 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.

Revised: 04/15 Revised: 04/16 Revised: 03/20

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 completed using the appropriate evaluation form and will be retained in the employee'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.

Entire Article Rewritten and Adopted Effective: 07/14
Revised: 04/15 Revised: 04/17 Revised: 03/20

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 through formative feedback and self-assessment, 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.

Revised: 05/23

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 electronically 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 formal alternative observation is a classroom visitation by the non-probationary licensed employee of at least 30 uninterrupted minutes that must be completed in the first semester, resulting in a written self-reflection tied to the licensed employee's 5D+ area of focus.

Revised: 05/23

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

Revised: 05/23

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

10.2.10.5 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.

1) 10.2.10.5.1 Option A – One formal observation conducted by their evaluator as per 10.2.10.1

2) 10.2.10.5.2 Option B – One formal alternative observation option completed by the licensed employee as per 10.2.10.7 – Pilot year 2023-2024

Revised: 05/23

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

10.2.10.7 Alternative Formal Observation Process – PILOT 2023-2024 SY

10.2.10.7.1 Non-probationary licensed employees with an overall rating of Highly Effective for 3 consecutive years, with no performance concern, may choose to be evaluated with the alternative options listed below. Licensed employees and the evaluator will select this mutually agreed upon process in their Professional Growth Plan meeting at the beginning of the year. At any time throughout the year, the evaluator can choose to complete an additional formal observation as described in 10.2.10.7.

10.2.10.7.2 The alternative evaluation option prioritizes feedback through self-assessment and reflection as part of the evaluation process. Licensed employees who select the alternative option may do so for two (2) consecutive years within the 3-year evaluation cycle, with evaluator approval. After two (2) years, the teacher will be evaluated through the formal observation process from their evaluator as described in 10.2.10.7. Participation in the formal observation process described in 10.2.10.7 will ensure licensed staff are provided with formal feedback at the mid-point of their teacher licensure.

10.2.10.7.3 Non-probationary licensed employees who select the alternative option will not automatically retain their evaluation ratings from the previous school year and the evaluator may choose to complete a formal observation at any time during the school year to address new performance concerns.

10.2.10.8 Formal Alternative Observation Options – PILOT 2023-2024 SY (Non-probationary licensed employees with 3 consecutive years of an overall rating of Highly Effective)

10.2.10.8.1 Option A – A formal observation as described in 10.2.10.1, followed by a post-observation conference as described in 10.2.10.2.

10.2.10.8.2 Option B – A formal alternative observation where the non-probationary licensed employee will work collaboratively with their evaluator during their Professional Goals Meeting at the beginning of the year to determine which mutually agreed upon formal observation option they will select for their observation. The licensed employee and evaluator must select the observation option on or before the due date of the licensed employee's growth plan submission. The licensed employee will document their observation self-reflection goal and area of focus related to the 5D+ Rubric as their third goal in their growth plan. The teacher will select one dimension and sub-dimension of the rubric as the area of focus for their observation self-reflection.

10.2.10.8.3 The non-probationary licensed employee and evaluator will work collaboratively to

determine which licensed staff member they would like to observe. The alternative observation may be completed by the non-probationary employee during one of their planning periods for this model to be cost neutral. Classroom coverage options may be available upon discussion with the evaluator. The non-probationary licensed staff member may complete the classroom observation individually or with other licensed staff in a small group.

10.2.10.8.4 A post-observation conference is a required meeting between the licensed employee and the evaluator as described in 10.2.10.2. The licensed employee will complete the alternative formal observation and must be uploaded by the licensed employee as an artifact in the Teacher Observation 1 task in Talent-Ed Perform.

Revised: 05/23

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 The Summative Evaluation shall be electronically signed by the evaluator and licensed employee and retrained in the employee's personnel file. The appropriate Assistant Superintendent will also review the Summative Evaluations for licensed employees with "Ineffective" or "Partially Effective" final Summative Ratings or when requested by the licensed employee or evaluator.

Revised: 04/17 Revised: 03/20

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 Chief Human Resources Officer; 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 Chief Human Resources Officer. 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 workday 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.

Article Rewritten; 5/18

11.2 DESIGNATION OF DAYS

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

Definitions

- 11.2.1 **Teacher Work Time:** This time is reserved for teacher use within his/her building; not available for administrative meetings or assignments; designated teacher work time requires 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.
- 11.2.2 **Exchange Days:** Site staff are expected to hold parent-teacher conferences and participate in certain events that occur outside the regular workday. Exchange days are provided for conferences, back-to-school-nights, open houses and/or other school related events. To earn one exchange day, a staff member must work the equivalent of a full school day as defined in 11.1 as 1/2 hour before and 1/2 hour after the school bell schedule. This time will vary based on the bell schedule of the school at which the staff member works. Subject to the same leave policies as would apply to a regular teaching day.
- 11.2.3 **Transition Days:** These days are provided to ease transition for students between school levels (5th to 6th grade, 8th to 9th grade). Teachers not participating in transition activities or support for these students have on-site teacher work time. The only students in attendance on these days are typically 6th and 9th graders, but kindergartners would also fit the use of transition days. Subject to the same leave policies as would apply to a regular teaching day.
- 11.2.4 **Building Time:** Building time is provided for building staff to work together to address building and district goals. This time is typically directed by the principal or building leadership team. Subject to the same leave policies as would apply to a regular teaching day.
- 11.2.5 **Building/Workdays:** Building/Workdays (B/W) exist evenly in the calendar across the school year in order to allow for the work of the building and of individual teachers to get accomplished. These non-student contact days are designed to be split evenly between Building Time and Teacher Work Time. Subject to the same leave policies as would apply to a regular teaching day. An attempt will be made by the Calendar Committee to avoid that B/W (Building Work) days do not replace and Early Childhood (EC) teacher plan day.
- 11.2.6 **District Professional Learning Days** – District Professional Learning Days (D) are placed in the calendar to support paid professional development of staff. Dates for professional learning days may vary

based on curricular adoption schedules and demands, as well as district priorities and goals.

11.2.7 **Constitution of the Calendar:** The Calendar will have 2 district professional learning days, 5 B/W days, 2 Workdays, 2 K-12 Exchange Days (one each semester), 1 additional Elementary only Exchange Day (in the fall), 1 TransitionDay. The Calendar will have 175 elementary student-contact days and 176 secondary student-contact days.

11.2.8 **Floating Workday:** One full substitute day, 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.

- This day shall not be used on district designated variance days.
- This day shall not be used on designated building/workdays.
- This day shall be rescheduled if the absence places a specific undue burden on the site.
- This day, if broken into half days, is limited to one per month.
- This day, if broken into half days, shall not be used on consecutive workdays.
- The conditions of 11.2.8 shall be modified upon mutual agreement of the administrator and the teacher.

Revised: 04/16;
Revised: 05/18

Revised: 03/17
Revised: 03/20
Revised: 05/22

11.2.9 **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.

Early Childhood: Each Early Childhood teacher who administers assessments will have up to 2 days per year of substitutes available to complete data collection, report submission, mandatory and other assessments, data entry, or related tasks. These days need to be taken on-site.

11.2.10 **Early Childhood Family Mentor Collaboration Days**

11.2.11 The Head Start program requires Family Mentors. Early Childhood teachers and mentors collaborate to work with families about their goals and needs. Each Early Childhood teacher is given either one half day or full day (1-9 HS students will receive a half day, and 10+ will receive a full day) each semester, to meet with their mentor about children on their caseload.

Adopted: 05/99 Revised: 08/06 Revised: 05/07
Revised: 08/07 Revised: 05/10 Revised: 05/13
Revised: 04/16 Revised: 04/17 Revised: 05/23

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: 05/23
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 TEACHING/PLANNING 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 Chief Human Resources Officer.

Adopted: 07/05 Revised: 05/12 Revised: 05/13 Revised: 03/17 Revised: 03/22

11.7 COMPREHENSIVE MIDDLE-HIGH SCHOOL TEACHING/PLANNING TIME

- 11.7.1 A full-time teaching load shall include 1375 instructional minutes per week, plus or minus 30 minutes to allow for variance in school scheduling models.
- 11.7.2 A full-time teacher's individual professional plan time shall be 425 minutes per week, plus or minus 30 minutes to allow for variance in school scheduling models. Individual professional plan time is for use by the teacher at their discretion.
- 11.7.3 Master Schedule Plans shall be submitted for approval to the appropriate Assistant Superintendent and Executive Director of Human Resources.

Adopted: 03/22

11.8 COMPREHENSIVE HIGH SCHOOL TEACHING/PLANNING TIME

- 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 Master Schedule Plans shall be submitted for approval to the appropriate Assistant Superintendent and Chief Human Resources Officer.

Adopted: 05/12 Revised: 03/22

13.3 DUTY FREE LUNCH

- 11.8.4 The lunch period shall be in compliance with current district policy.
- 11.8.5 All full-time staff members shall be allowed a minimum of thirty (30) minutes duty-free time for lunch as arranged by the supervisor, a guaranteed under the FLSA.
- 11.8.6 Early Childhood programs on a four-day week: A minimum of 30

minutes shall be provided between a morning session and an afternoon session in Early Childhood to allow for a dismissal and a duty-free lunch. Lunch breaks may not be saved or used to shorten the scheduled workday.

Adopted: 11/92 Revised: 05/96 Revised: 07/03 Revised: 05/23

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:

11.11.3.1 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 developabilities needed for citizenship in our democracy.

11.11.3.2 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.

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.

13.3.2.3

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.

11.11.3.5 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:

11.11.3.5.1 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.

11.11.3.6 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.

11.11.3.7 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.

11.11.3.8 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.

11.11.3.9 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.

11.11.3.10 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.

11.11.3.11 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: 05/23

11.11.4 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

11.11 Staff Safety and Behaviors in the Workplace

11.12.1 The parties of the agreement collectively value staff safety and a respectful environment. The district recognizes its responsibility to maintain a safe and inclusive environment for students, staff, and the community. Staff recognize they have a responsibility to maintain an orderly, safe environment (such as in hallways, lunchrooms, buses, playgrounds, classrooms, etc.) that is conducive to learning and supportive of the educational goals of the district.

11.12.2 District policy exists to support staff while managing student behaviors and discipline and to inform students of their rights and responsibilities for behavior at school. District policies that address student discipline include

policies JK (Student Discipline), JKB (Detention of Students), JKBA (Disciplinary Removal from Classroom), and JKC (Discipline of Habitually Disruptive Students). School procedures exist in staff and student handbooks at school sites.

- 11.12.3 The district will make training available for staff in de-escalation techniques, such as Crisis Prevention Intervention (CPI), restorative practices, and trauma informed training to avoid and prevent the use of force against students and protect the safety of staff.
- 11.12.4 In order to maintain a safe and inclusive environment, supervisors are expected to take action after staff report student discipline incidents that impact staff safety. Supervisors will report the disposition of the incident to the staff member.
- 11.12.5 If a parent or guardian engages with staff in a manner that includes intimidation, threats, or violent acts, the staff member may discontinue the conversation. Such interaction shall be reported to the staff member's supervisor. Supervisors are expected to take action to maintain a safe and inclusive environment. Harassment of staff should be reported and investigated pursuant to district policy GBAA (Harassment of Employees).
- 11.12.6 Instances of physical and/or verbal threats, or assault upon staff, or damage to personal property, should be reported to the staff member's supervisor in accordance with district policy GBG (Violence in the Workplace) and/or GBGB (Staff Personal Security and Safety).
- 11.12.7 A staff member who is assaulted may file a complaint with the appropriate law enforcement agency against the offender. The administrator shall make all reports required by state law. In addition, any staff member who is assaulted must file a Workers' Compensation report of injury with the district within seventy-two (72) hours.
- 11.12.8 Nothing in this Agreement is intended to restrict staff ability to file criminal charges as permitted under Colorado law.

Adopted: 05/22

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

12.2 ELEMENTARY TEACHER EXTRA DUTY PAY

12.2.1 ELEMENTARY EXTRA DUTY SCHEDULE* 2023-2024

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)	Read Act Lead (1)
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. Staff members can receive more than one of the posted stipends.
3. Activities must be above and beyond the 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. 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 Revised: 5/21

12.3 COMMUNICATING CHANGES TO EXTENDED CONTRACTS

12.3.1 Decisions resulting in changes in employees' Extended Contractswill 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

12.4 HIGH SCHOOL DEPARTMENT LEADER EXTRA DUTY PAY

12.4.1 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/Work-Based Learning	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

12.5 MIDDLE SCHOOL, CENTENNIAL, POLARIS, PSD GLOBAL, AND PCA 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
Revised: 02/20		

12.6 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: 07/00
Revised: 03/09

Revised: 09/97 Issues Resolution Process
Revised: 08/06 Revised: 08/07

12.7 EXTENDED CONTRACT FOR ELEMENTARY MEDIA SPECIALISTS

12.7.1 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

12.8 BENEFITS

12.8.1 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.

12.8.2 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.

12.8.3 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

12.8.3.1 Summary of District Contributions

Plan	Full-time employee	Part-time employee*
PPO-1	District contributes up to \$8196 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$7200 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.
PPO-2	District contributes up to \$7200 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$7200 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.
Dental	District contributes up to \$600 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$600 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.
Life Insurance	District contributes up to \$66 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 \$66 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.

- 12.8.4 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.
- 12.8.5 Except as required by law, life, health, dental, and other benefits are not provided to substitute, temporary, or contract employees.
- 12.8.6 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

12.9 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.

- 12.9.1 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.
- 12.9.2 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.
- 12.9.3 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.
- 12.9.4 Requests for all other lane changes must include an Application for Professional Growth Credit (Lane Change) form completed online, 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.

12.9.5 All hours applied to lane change are subject to approval by the Chief Human Resources Officer or his or her designee, assisted by the Professional Growth Committee established for this purpose.

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

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

12.9.6.1.1 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

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

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

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

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

12.9.6.2.2 Spanish courses, or

12.9.6.2.3 Technology courses.

12.9.6.3 Or applicable Poudre School District professional development courses.

12.9.7 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.

- 12.9.7.1 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.
- 12.9.7.2 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.
- 12.9.7.3 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.
- 12.9.7.4 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.
- 12.9.7.5 Professional development for lane change for SSPs will be available for courses taken during the SSPs employment with Poudre School District.

12.9.8 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
 Revised: 05/20

12.9.8.1 Exceptions for CTE teachers at the Futures Lab may be made according to 12.19.

12.10 ADMINISTRATOR PROFESSIONAL GROWTH ALLOWANCE

- 12.10.1 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.
- 12.10.2 All expenditures must comply with applicable District Policies and guidelines (e.g., Purchasing Policies, gift guidelines, etc.).
- 12.10.3 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.

Adopted: 11/92 Revised: 05/95 Revised: 07/04
 Revised: 08/07 Revised: 05/08 Revised: 05/09
 Revised: 04/18 Revised: 04/21

12.11 RETRAINING

- 12.11.1 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 Chief Human Resources Officer 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

12.12 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

12.13 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

12.14 CLASSIFIED STAFF PROFESSIONAL DEVELOPMENT

- 12.14.1 Two days will be designated annually for classified professional development.
- 12.14.2 School and district professional development opportunities will be available and will be compensated according to Fair Labor Standards Act.
- 12.14.3 Funds will be available to support professional development opportunities.

12.14.3.1 The Professional Development Department will designate training funds.

12.14.3.2 Yearly allocations provided to schools for professional development opportunities will include a designation of funds.

Adopted: 07/05 Revised: 04/16

12.15 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

12.16 ADDITIONAL COMPENSATION FOR NON-EXEMPT CLASSIFIED EMPLOYEES

12.16.1 Procedure when district is closed for holidays

12.16.1.1 Per District Policy KF – USE OF DISTRICT FACILITIES, district support coverage will not be scheduled during days when the district is officially closed for holidays or on the weekends immediately preceding or following paid holidays. When it is necessary to call out district support personnel on days designated as non-use days, non-exempt classified 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.

13.3.2 Remote workday authorized by the Superintendent or their designee

12.16.2.1 When the Superintendent determines a remote learning workday is necessary, all employees scheduled to work during the remote learning workday will be paid. Essential employees who complete timecards for exception reporting only (employees who do not use Kronos), should report their actual hours/time they worked at a PSD school/site on a timecard, on the remote day. Those employees who use Kronos should clock in and out as they usually do.

12.16.2.2 Licensed employees will work

remotely and be paid the same as if they worked in-person at a PSD school or site.

12.16.2.3 All other employees who are able to work remotely shall do so.

12.16.2.4 Non-essential Employees: Non-essential hourly employees who are non-exempt and are unable to perform any type of remote work, or who may only be able to perform remote work for part of the workday, will be paid at their regular rate.

12.16.2.5 Essential Employees: Essential hourly employees who are non-exempt and who are required to work at the school or PSD site/facility will be paid for the time they worked at the site/facility in addition to their regularly scheduled pay for that day. Any hours not worked at the site/facility or which were performed remotely, are included in the employee's regular pay for that day.

12.16.2.6 Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets. Employees who complete timecards for exception reporting only, should report their actual hours/time they worked on the remote day.

13.3.2

School closure authorized by the Superintendent or their designee

12.16.3.1 **Closure:** When the Superintendent determines a school closure is necessary, all employees scheduled to work during the closure will be paid. The Superintendent may declare a district-wide or individual school or facility closure for a full day or partial day (such as a late start or early release) for: weather events, an emergency, or other appropriate reasons as determined by the Superintendent. Essential hourly, non-exempt, classified employees who are required to report to work at a PSD worksite will be paid for the hours worked during the school closure at the site/facility in addition to their regularly scheduled pay for that day. Non-essential, hourly, non-exempt employees who would have otherwise been scheduled to work

during a school/worksite closure will be released from duty and paid their regular rate of pay. Employees who report their time and attendance in Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.

12.16.3.2 Licensed and Scheduled Subs: In the event of school/worksite closure, whether for a full day or partial (late start or early release) day it will be treated as an excused absence for licensed employees and scheduled subs, and hours related to the school closure shall be paid as regular worked hours.

12.16.3.3. Late Start: Employees will report to their regular duties and school/worksite up to two hours later than regularly scheduled to arrive. Students will report in two (2) hours later than regularly scheduled to arrive (bell time). Essential classified employees are expected to report in one (1) hour late or at the time specified by their supervisor/manager and shall be paid for the time worked, in addition to their regularly scheduled pay for that day. Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.

12.16.3.4 Early Release: An early release shall mean that employees may be released of their duties for their regular workday up to two (2) hours early. Building administrators shall ensure that sufficient staff remain on site until all students have been released to a parent/guardian or emergency contact. Essential classified, hourly, non-exempt employees who are required to remain at the school/PSD worksite to work shall be paid up to two (2) hours of time worked in addition to their regularly scheduled pay for that day. Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.

Adopted: 08/06 Revised: 03/09 Revised: 02/20 Revised: 02/21 Revised: 05/23

12.17 CAREER INCENTIVE

- 12.17.1 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.
- 12.17.2 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

12.18 INVOLUNTARY CLASS COVERAGE

- 12.18.1 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.
- 12.18.2 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

13.3 CLASSIFIED STIPENDS

- 12.19.1 Classified employees may be paid a stipend for certain volunteer work performed in the district, provided the requirements of section 12.19 are met. Classified employees may be paid a stipend when the services performed in the volunteer work are entirely different from the services performed in their classified position(s) and the services are performed outside of the position's scheduled hours.
- 12.19.2 The type of volunteer work in which a stipend may be paid is limited to the positions identified on the current published Poudre School District Extra Duty Stipend Schedules. Stipends will be paid to approved classified staff at the same rate as the Extra Duty Schedules indicate.
- 12.19.3 Approval must be received from the Chief Human Resources Officer or designee before a classified employee may perform volunteer work in which a stipend may be paid. The Chief Human Resources Officer or designee will

review each request on a case-by-case basis.

12.20 Career & Technical Education Teachers at the Futures Lab

12.20.1 Initial Salary Placement for Career & Technical Teachers who Teach at the Futures Lab – Work Experience Credit (Step) Salary Placement and Lane Change policies effective August 1, 2023

12.20.2 Work Experience Credit/Salary Step

13. Newly hired CTE teachers at the Futures Lab will receive experience credit for full-time paid work experience in the CTE authorization content area according to the current PSD salary setting practices for newly hired licensed employees.

B. Newly hired Futures Lab licensed employees with CTE Authorizations who do not hold a bachelor's degree will not receive **experience credit** for the first 4 years of full-time equivalent work experience, that is required for the CTE – Authorization Additional full-time paid work experience in the authorization content area beyond the first 4 years will be recognized according to current PSD salary setting practice.

C. Newly hired Futures Lab licensed employees with CTE Authorizations who hold a bachelor's degree will not receive experience credit for the first 2 years of full-time equivalent work experience, since it is required for the CTE Authorization. Additional full-time paid work experience in the authorization content area beyond the first 2 years will be recognized according to current PSD salary setting practice.

D. Newly hired Futures Lab licensed employees with CTE Authorizations who hold a bachelor's degree will not receive experience credit for the first 2 years of full-time equivalent work experience, since it is required for the CTE Authorization. Additional full-time paid work experience in the authorization content area beyond the first 2 years will be recognized according to current PSD salary setting practice.

E. CTE teachers currently (SY 2022-23) working at the Futures Lab and continuing as a CTE teacher at the Futures Lab for SY 2023-24 whose content-area work experience was not recognized for placement on the salary schedule, may receive work credit of up to 9

additional years, and their salary for the 2023-24 school year and beyond adjusted, upon review by a Director of Human Resources or designee. No adjustments to previous years' salaries will be made.

12.20.3 Educational Lane A. CTE teachers at the Futures Lab who hold a CTE Authorization but do not hold a CDE teaching license will be able to use PSD lane-change classes to apply for a lane change (salary advancement). Those who hold the CTE Authorization only and do not have a bachelor's degree will not be able to change lanes beyond the BA+18 column. Those who hold the CTE Authorization only and have a bachelor's degree will not be able to change lanes beyond the BA +36 lane.

Adopted: 05/22 Revised: 05/23

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 Classified, Administrative and Professional Employees, and Licensed Teachers: Personal Time and Sick Leave Time.
 - 13.1.1.2 Eligible Classified, Administrative and Professional Employees: Holidays
 - 13.1.1.3 Eligible 260 day Classified, Administrative and Professional Employees: Vacation.
 - 13.1.1.4 All eligible employees including retired employees: Authorized Absences with Pay, Authorized Absences Without Pay, School Business, Bereavement Leave Time, Military Leave, Jury Duty / Witness Leave Time.
 - 13.1.1.5 The District complies with the Healthy Families & Workplaces Act and under this agreement provides formore than the required amount of paid sick leave.
- 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 under this agreement are partners, student teachers, retired employees, 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 leaves employment with the District and is re-hired within 6 months of termination, all previously earned, but unused sick leave 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: 04/22
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	Revised: 02/19	Revised: 02/21	

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 PERSONAL TIME

- 13.3.1 The equivalent of approximately five personal days are granted annually to all employees. Time will accrue in hours based on assignments. Staff are encouraged not to take personal time on Variance days. A list of variance days will be issued each year in August.
- 13.3.2 Sites or department supervisors and administrators are expected to maintain adequate staffing and will approve personal time on a first-come basis. No other criteria may be used for approving personal time outside of staffing needs and the date and time of an employee's request. If an administrator has approved an employee's personal time prior to the addition of establishment of a Variance day, the supervisor may request that the employee change the date of the personal day off; however, the employee will not be required to change their day off.
- 13.3.1 13.3.3 Personal time must be taken on a scheduled work day, except for Child Nutrition Department and Transportation Department employees who may use their personal time during school vacation periods.
- 13.3.2 13.3.4 Unused personal time can be accumulated up to five days. 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.
- 13.3.3 13.3.5 There is no reimbursement for personal time upon separation of employment.

Revised: 05/23

13.4 SICK LEAVE TIME

- 13.4.1 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.
- 13.4.2 Use of sick leave is allowed for the following:
1. Mental or physical illness, injury, or health condition that prevents the employee from working;

2. Obtaining preventative medical care including diagnosis, care, or treatment of mental or physical illness, injury, or health condition;
3. Caring for a family member due to a mental or physical illness, injury, or health condition, or obtaining preventative medical care including diagnosis, care, or treatment of mental or physical illness, injury, or health condition for a family member.
4. Seeking medical attention of themselves or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment; obtain services from a victim services organization, obtaining mental health or other counseling, seeking relocation or legal services including preparation for or participation in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.
5. Due to a public health emergency, a public official closed either the employee's physical work location or the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

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.

- 13.4.3 Unused sick leave time is carried forward from year to year with no limitation on the number of hours accrued.
- 13.4.4 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 reasonable documentation related to the use of sick time if the absence is for four or more consecutive days.
- 13.4.5 There is no reimbursement for sick leave upon separation of employment from the district except in career incentive programs that may be provided by each employee group.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
 Revised: 05/01 Revised: 07/04 Revised: 08/07
 Revised: 05/13 Revised: 05/18 Revised: 02/19
 Revised: 05/14 Revised: 02/21 Revised: 04/22
 Revised 05/23

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.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
Revised: 05/01 Revised: 07/03 Revised: 07/04

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

- 13.6.1 Eleven (11) paid holidays are granted to all eligible 260-day employees.
- 13.6.2 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.
- 13.6.3 All classified employees working less than a 260-day assignment receive Juneteenth, Thanksgiving and Christmas day as a paid holiday if the holiday falls within their eligible assignment.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
Revised: 07/04 Revised: 04/15 Revised: 04/16
Revised: 05/18 Revised: 05/23

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

- 13.7.1 Paid vacation time is earned by all 260-day employees.
- 13.7.2 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.
- 13.7.3 Paid vacation leave for classified employees is accrued in hours based on eligible assignments at the following rates:
 - 13.7.3.1 1 through 5 years of employment: leave time equivalent to approximately 10 working days per year.
 - 13.7.3.2 6 through 10 years of employment: leave time equivalent to approximately 15 working days per year.
 - 13.7.3.3 11 years of employment and over: leave time equivalent to approximately 20 working days per year.
 - 13.7.3.4 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.

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

13.7.4.1 1 year of employment and over: leave time equivalent to 20 working days per year.

13.7.4.2 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.

13.7.5 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.

13.7.6 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.

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

Adopted: 11/92	Revised: 05/96	Revised: 09/97-Issues Resolution Process	Revised: 07/00
Revised: 05/01	Revised: 07/03	Revised: 07/04	Revised: 07/05
Revised: 05/08	Revised: 04/17	Revised: 05/18	Revised: 08/06

13.8 ADDITIONAL AUTHORIZED ABSENCES WITH PAY

Revised: 04/15 Revised: 05/18 Revised: 03/20 Revised: 05/23

13.9 BEREAVEMENT LEAVE TIME

13.9.1 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.

13.9.2 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 Chief Human Resources Officer or his/her designee. If the appeal is denied, the employee may use unused personal time, sick time, or vacation time (please refer to appropriate articles on leave time for specifics).

- 13.9.3 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. 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 13.11; Medical Leave of Absence 13.13; or Extended Leave of Absence 13.15).

Adopted: 11/92 Revised: 05/96 Revised: 07/00
Revised: 07/04 Revised: 07/05 Revised: 08/07
Revised: 05/08 Revised: 05/13 Revised: 05/14
Revised: 04/15 Revised: 05/17 Revised: 05/18
Revised: 04/22

13.10 JURY DUTY/WITNESS LEAVE TIME

- 13.10.1 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.
- 13.10.2 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

13.11 FAMILY EXTENDED LEAVE OF ABSENCE (UNPAID)

- 13.11.1 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. Retired employees are not eligible for a Family Extended Leave of Absence except as required under the Family and Medical Leave Act (FMLA).
- 13.11.2 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.

- 13.11.3 A leave must be requested if an absence is expected to extend beyond 15 working days.
- 13.11.4 Employees may be eligible for benefits other than those stated in this Agreement as provided by the Family and Medical Leave Act of 1993.
- 13.11.5 Use of paid sick leave time may be available as described in Article 13.4, Sick Leave or Article 13.12, Leave Benefit to care for a terminally ill spouse, partner in a civil union, or domestic partner, or child including custodial children.
- 13.11.6 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.
- 13.11.7 Classified requests will be approved or denied by the Chief Human Resources Officer or designee.
- 13.11.8 The Chief Human Resources Officer 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.
- 13.11.9 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 Chief Human Resources Officer 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.

- 13.11.10 Any leave of absence or combination of leaves of absence may not extend beyond one complete school year, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.11.11 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.
- 13.11.12 While on family leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.

Adopted: 05/92	Revised: 05/95	Revised: 05/96	Revised: 02/19
Revised: 05/98	Revised: 07/00	Revised: 07/03	Revised: 04/22
Revised: 07/04	Revised: 07/05	Revised: 08/07	
Revised: 05/14	Revised: 05/17	Revised: 12/17	

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

- 13.12.1 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). Retired employees are not eligible for a leave benefit to care for a terminally ill spouse, domestic partner, partner in a civil union or child except as required under the Family and Medical Leave Act (FMLA).
- 13.12.2 Benefit – The leave benefit will pay 70% of earnings up to \$1,000 per week.
- 13.12.3 Approved Days – Leave shall be granted for any absence that meets the following criteria:
 - a. Spouse, partner, or child as defined in 13.12.1 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 13.12.1. Partial days of absence must meet the equivalent of 15 full workdays before the employee is eligible for the leave benefit.

13.12.4 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 13.12.1 (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

13.12.5 Limitations

- a. Approved time will be given only after the employee has used all his/her projected available sick leave and personal time.
- b. The Maximum Benefit Period is the greater of:
 - 90 working days
 - The exhaustion of projected sick and personal 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 13.12.1, you will be eligible for the leave benefit without having to meet the 15-day Waiting Period.

Adopted: 05/95	Revised: 05/96	Revised: 03/97
Revised: 02/19	Revised: 05/98	Revised: 07/03
Revised: 07/04	Revised: 07/05	Revised: 05/13
Revised: 05/14	Revised: 04/22	

13.13 MEDICAL LEAVE OF ABSENCE (UNPAID)

- 13.13.1 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. Retired employees are not eligible for a medical leave of absence except as required under the Family and Medical Leave Act (FMLA).

- 13.13.2 Employees may be eligible for benefits other than those stated in this agreement as provided by the Family and Medical Leave Act of 1993.
- 13.13.3 Use of paid sick leave time may be available as described in Article 13.4 , Sick Leave Time. Benefits may also be available under the Short-Term Disability Income Benefit Plan and/or the Group Long-Term Disability Policy.
- 13.13.4 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.
- 13.13.5 Classified requests will be approved or denied by the Chief Human Resources Officer or designee.
- 13.13.6 The Chief Human Resources Officer 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.
- 13.13.7 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 Chief Human Resources Officer 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.
- 13.13.8 Any leave of absence or combination of leaves of absence may not extend beyond one complete school year, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.13.9 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.

- 13.13.10 While on medical leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.
- 13.13.11 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.

Adopted: 11/92	Revised: 05/95	Revised: 05/96
Revised: 04/17	Revised: 05/98	Revised: 07/00
Revised: 07/03	Revised: 07/04	Revised: 07/05
Revised: 08/07	Revised: 02/19	Revised: 04/22

13.14 MILITARY OR OTHER GOVERNMENT ASSIGNMENT LEAVE

- 13.14.1 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.
- 13.14.2 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.
- 13.14.3 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.
- 13.14.4 Colorado Revised Statute 28-3-601 Public Employees—Annual Military Leave

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.

13.14.4.1 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.

13.14.4.2 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.

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

13.14.6 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.

Adopted: 11/92 Revised: 05/96 Revised: 07/03
Revised: 08/07

13.15 EXTENDED LEAVES (UNPAID)

13.15.1 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. Retired employees are not eligible for extended leaves. 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 Chief Human Resources Officer or designee prior to submitting an application request. The extended leave must be requested for an absence extending beyond 15 working days.

- 13.15.2 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.
- 13.15.3 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.
- 13.15.4 Classified requests will be approved or denied by the Chief Human Resources Officer or designee.
- 13.15.5 The Chief Human Resources Officer 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.
- 13.15.6 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.
- 13.15.7 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.
- 13.15.8 An extended leave may not be granted, when combined with other leaves of absence, if the leave would exceed one complete school year 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.

- 13.15.9 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. 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.

13.15.10 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: 05/98	Revised: 05/99	Revised: 07/03
Revised: 07/04	Revised: 07/05	Revised: 08/07
Revised: 05/08	Revised: 04/16	Revised: 03/17
Revised: 02/19	Revised: 03/20	

13.16 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. Retired employees are not eligible for a sabbatical leave of absence. 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.

13.16.1 Sabbatical Leave may be granted for the following purposes:

13.16.1.1 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.

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

13.16.2 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.

13.16.3 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 Chief Human Resources Officer, 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 Chief Human Resources Officer.

- 13.16.4 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.
- 13.16.5 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.
- 13.16.6 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.
- 13.16.7 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.
- 13.16.8 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.
- 13.16.9 The Sabbatical Leave salary for teachers less than 100% contract shall be prorated based on the part-time salary of the teacher.
- 13.16.10 Teachers on Sabbatical Leave may augment their Sabbatical Leave salary with aids, fellowships, scholarships, or other stipends.
- 13.16.11 The teacher shall not deviate from the approved program except with the written permission of the Superintendent.
- 13.16.12 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 Chief Human Resources Officer has been promptly notified of such accident or illness.

13.16.13 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 leave time during the Sabbatical Leave period.

13.16.14 Applications for Sabbatical Leave shall be filed with the Chief Human Resources Officer 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 Chief Human Resources Officer.

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.

13.16.15 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.

13.16.16 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.

13.16.17 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.

13.16.18 A Sabbatical Leave cannot be combined with an extended leave of absence.

13.16.19 Refer to the Administrative Regulations for details of the procedure for use of Sabbatical Leave

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Revised: 08/06 Revised: 08/07 Revised: 05/08
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Indefinitely Suspended: 12/17

13.17 CLASSIFIED STUDENT TEACHER LEAVE (UNPAID)

13.17.1 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. Retired employees are not eligible for a classified student teacher leave. The student teacher leave must be requested for an absence extending beyond 15 working days.

13.17.2 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.

13.17.3 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.

13.17.4 Requests will be approved or denied by the Chief Human Resources Officer or designee.

13.17.5 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.

- 13.17.6 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.
- 13.17.7 A student teacher leave cannot be combined with an extended leave of absence.
- 13.17.8 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.
- 13.17.9 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.
- 13.17.10 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, personal time, and vacation) during the student teacher leave period.

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Revised: 05/01	Revised: 07/03	Revised: 07/04
Revised: 05/08	Revised: 03/17	Revised: 02/19
Revised: 04/22		

ARTICLE 14—REDUCTION IN FORCE (RIF) PROCEDURES

14.1 REDUCTION IN FORCE—LICENSED

14.1.1 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:

14.1.1.1 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.

14.1.1.2 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.

14.1.1.3 Further reductions in force shall proceed based upon seniority.

14.1.1.4 Seniority lists shall be developed based upon the first date of work under contract as a teacher in Poudre School District.

14.1.1.5 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.

14.1.1.6 The seniority list shall include each endorsement area for each person on the list.

14.1.1.7 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.

14.1.1.8 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.

14.1.1.9 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.

14.1.1.10 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.

14.1.1.11 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

14.1.2 The Superintendent shall make the final recommendation to the Board of Education to cancel the employment contract of any non-probationary teacher.

- 14.1.3 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.
- 14.1.4 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.
- 14.1.5 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.
- 14.1.6 Definitions
- 14.1.6.1 *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.
- 14.1.6.2 *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.
- 14.1.6.3 *CANCELLATION OF EMPLOYMENT* means the termination of employment of a teacher. Cancellation of employment may be caused by fiscal exigency or program change.
- 14.1.6.4 *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.
- 14.1.6.5 *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.

14.1.6.6 *OVERAGE* means a staffing unit in excess of the designated building, program, or District staffing allocation.

14.1.6.7 *DAYS* means equivalent school work days.

14.1.7 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).

14.1.8 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.

14.1.8.1 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.

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

14.1.8.3 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

14.1.9 Appeal Procedures

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

14.1.9.1 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.

14.1.9.2 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.

14.1.9.3 Submission of such a request constitutes a representation on the part of the teacher that he or she can support the contention by proof.

14.1.9.4 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.

14.1.9.5 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.

- 14.1.9.6 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.
- 14.1.9.7 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.
- 14.1.9.8 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.
- 14.1.9.9 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.
- 14.1.9.10 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.

14.1.9.11 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

14.1.10 Recall Eligibility

14.1.10.1 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.

14.1.10.2 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.

14.1.10.3 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.

14.1.10.4 It shall be the responsibility of the RIFed teacher to inform Human Resources in writing of any change of address.

14.1.10.5 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

14.1.11 Leave of Absence Status

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

14.1.11.2 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.

14.1.11.3 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.

14.1.12 Recall Order

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

14.1.12.2 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.

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

14.1.12.4 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.

14.1.12.5 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.

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

14.1.12.7 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.

14.1.12.8 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

14.1.12.9 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.

14.2 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.

14.2.1. Privatization Belief Statements

14.2.1.1 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.

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

14.2.1.1.2 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.

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

14.2.1.1.4 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.

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

14.2.2 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.

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

14.2.2.2 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.

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

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

14.2.2.5 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.

14.2.2.6 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.

14.2.2.7 Poudre School District health, dental, and life insurance benefits continue for the period the employee remains employed with Poudre School District.

ARTICLE 15—STAFFING

15.1 PROVISIONS FOR CLASSIFIED STAFFING FLUCTUATIONS

- 15.1.1 The District may experience staffing fluctuations in an individual building, department, or district-wide due to:
- Decreased enrollment
 - Decrease in the number of students selecting a given program
 - Elimination of or changes in instructional programs or non-instructional programs
 - Budget considerations
 - Opening of new schools
- 15.1.2 The procedures specified in this Article shall not apply to temporary classified employees and classified employees serving a performance trial period.
- 15.1.3 The building administrator, department manager or director will follow the process outlined below when staffing fluctuations require the elimination or reduction in hours of one or more classified positions.
- 15.1.3.1 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.
- 15.1.3.2 Attempt to make the necessary reduction by first using natural attrition processes such as resignations, retirements, and leaves of absences.
- 15.1.3.3 Utilize the following criteria to consider which employees are affected by the reduction:
- a. Employee qualifications for the specific position 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 employee qualifications 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).

d. Human Resources will provide a seniority ranking list for each position impacted by the staffing reduction to the school or department. ACE may review a copy of a specific seniority ranking list by making a request to the Chief Human Resources Officer.

- 15.1.4 Human Resources will review and consult with building administrators, department managers and directors when staffing changes result in reductions that could impact an employee's benefit eligibility or termination of employment.
- 15.1.5 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 school-based employees and when the final budget for the department has been approved for non-school based classified staff for reductions in positions for the following school year budget. If the need for a reduction occurs mid-year, the affected employee will receive a minimum of a 30-business day notice.
- 15.1.6 If a staffing reduction results in loss of employment, a staffing reduction notice shall be issued to such employee clearly stating that the employee was released because of a staffing reduction.
- 15.1.7 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.
- 15.1.8 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 15.1.3.3.

Adopted: 11/92 Revised: 05/08 Revised: 04/15
Revised: 04/16 New Language Adopted 04/18
Revised 04/21

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 Chief Human Resources Officer. 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 Chief Human Resources Officer 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 Chief Human Resources Officer. 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 Chief Human Resources Officer 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.

Adopted: 11/9 Revision: 08/07 Revised: 04/15

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

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



**Poudre School District
Licensed/ Teacher Salary Schedule (T)
2023-2024 School Year**

Amounts are based on the standard licensed calendar of 188 days; assignments less than 188 days per year will be prorated. Steps do not equal years of experience due to salary freezes, schedule compressions, etc.

STEP 22-23 School Year	LANE/Pay Grade							
	Bachelors	Bachelors +18	Bachelors +36	Masters	Masters +18	Masters +36	Masters + 54 / EDS	PhD
1	52,000	53,400	54,800	56,200	58,500	60,090	61,725	64,000
2	54,112	55,574	57,035	58,497	60,898	62,558	64,265	66,640
3	54,814	56,296	57,777	59,260	61,695	63,378	65,108	67,517
4	55,525	57,028	58,530	60,034	62,503	64,209	65,963	68,406
5	56,246	57,770	59,293	60,818	63,322	65,051	66,831	69,308
6	56,978	58,523	60,067	61,613	64,153	65,906	67,711	70,223
7	57,719	59,286	60,852	62,420	64,996	66,773	68,603	71,150
8	58,901	60,502	62,103	63,705	65,850	67,652	69,507	72,090
9	60,109	61,746	63,381	65,019	67,210	68,543	70,423	73,043
10	62,469	63,940	65,637	67,337	68,601	69,963	71,354	74,010
11	62,469	66,218	67,978	69,744	71,055	71,505	72,835	74,990
12	62,469	68,918	70,697	72,538	73,603	74,053	74,503	76,552
13	62,469	71,736	73,592	75,450	76,561	77,011	77,461	78,148
14	62,469	71,736	76,612	78,551	79,645	80,095	80,545	80,966
15	62,469	71,736	77,150	81,786	82,928	83,378	83,828	83,890
16	62,469	71,736	77,691	82,362	86,354	86,804	87,254	87,285
17	62,469	71,736	77,691	82,941	86,964	89,942	90,392	90,842
18	62,469	71,736	77,691	83,526	87,577	90,578	93,685	94,592
19	62,469	71,736	77,691	84,114	88,195	91,219	94,349	98,524
20	62,469	71,736	77,691	84,114	88,819	91,864	95,017	99,223
21	62,469	71,736	77,691	84,114	89,446	92,514	95,690	99,928
22	62,469	71,736	77,691	84,114	90,079	93,169	96,369	100,638
23	62,469	71,736	77,691	84,114	90,079	93,829	97,053	101,353
24	62,469	71,736	77,691	84,114	90,079	94,494	97,742	102,073
25	62,469	71,736	77,691	84,114	90,079	95,163	98,435	102,799
26	62,469	71,736	77,691	84,114	90,079	95,163	99,133	103,530
27	62,469	71,736	77,691	84,114	90,079	95,163	99,837	104,266
28	62,469	71,736	77,691	84,114	90,079	95,163	100,546	105,008

- Amounts are listed based on the standard licensed calendar of 188 days, assignments less than 188 days per year will be prorated.
- Educators new to PSD will be placed at the lane for their highest completed degree and are awarded up to 10 years of verifiable service credit except hard-to-fill (or high needs) areas.
- Newly hired special services professionals (SSPs) will be placed at an MA+18 If the position for which they are assigned requires the completion of an approved specialist-level program from a regionally accredited institution with a minimum of 60 graduate level semester hours.
- Retired PSD educators will be placed at 14 years of experience and be subject to the new education lane requirements on the current salary.
- schedule unless SVEI was received in 2010 or 2011.
- Educators who have left PSD and are rehired after a break in service will be treated as new hires when determining step and lane placement.

ELEMENTARY EXTRA DUTY PAY

12.2.1 ELEMENTARY EXTRA DUTY SCHEDULE* 2023-2024

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)	Read Act Lead (1)
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. Staff members can receive more than one of the posted stipends.
3. Activities must be above and beyond the 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. 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)
2023-2024 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	212	264	317	424	477	636	927	1,112	1,377	1,589	1,908	2,224	2,647	2,986	2,330
2	219	275	330	439	494	658	960	1,152	1,427	1,646	1,978	2,305	2,744	3,074	3,058
3	228	285	341	455	512	683	995	1,195	1,479	1,708	2,048	2,389	2,844	3,186	
4	236	295	354	471	531	707	1,032	1,238	1,533	1,789	2,123	2,477	2,948	3,301	
5	245	305	366	489	550	734	1,069	1,284	1,589	1,834	2,200	2,567	3,055	3,423	
6	253	318	380	507	570	760	1,108	1,330	1,647	1,900	2,281	2,660	3,188	3,547	
7	262	329	394	526	591	788	1,149	1,379	1,707	1,970	2,363	2,757	3,283	3,677	
8	272	340	408	544	612	816	1,191	1,429	1,770	2,042	2,450	2,858	3,402	3,811	
9	282	353	424	564	635	846	1,235	1,481	1,834	2,117	2,539	2,963	3,527	3,950	
10	293	365	439	585	658	878	1,280	1,535	1,901	2,193	2,632	3,071	3,655	4,094	

District Level Extra Duty Stipends

Job Code	Position	# of Stipends per Position	Grade
77735	District Track Meet Coordinator	(2 District Wide)	E
77784	Early Childhood Health Services Department Lead	(1 District Wide)	I
77715	Honor Band Assistant Secondary	(1 District Wide)	E
77718	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
77785	Integrated Services Special Service Provider	(1 per every Integrated Services SSP)	C
77723	Solo Ensemble Director Secondary	(1 District Wide)	G
77733	Solo Ensemble Assistant Secondary	(1 District Wide)	D
77783	IS Special Service Professional Department Lead	(1 per IS SSP Professional Department Lead)	I

Elementary Extra Duty Stipends

Job Code	Position	# of Stipends per Position	Grade
77785	Integrated Services Classroom Teacher (Pre-K - 5th Grade)	(1 per every Pre-K through 5th grade IS 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	Integrated Services Classroom Teacher (6th-8th Grade)	(1 per every 6th-8th grade IS Teacher)	C

Middle School Extra Duty - Advisor Stipends

Job Code	Position	# of Stipends per Position	Grade
40B13	Advisor FCCLA	(1 per school)	G
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



**Poudre School District
Extra Duty Stipend Schedule (E)
2023-2024 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	212	264	317	424	477	636	927	1,112	1,377	1,589	1,906	2,224	2,647	2,986	2,330
2	219	275	330	439	494	658	960	1,152	1,427	1,646	1,976	2,305	2,744	3,074	3,058
3	226	285	341	455	512	683	995	1,195	1,479	1,706	2,048	2,389	2,844	3,186	
4	236	295	354	471	531	707	1,032	1,238	1,533	1,789	2,123	2,477	2,948	3,301	
5	245	305	366	489	550	734	1,069	1,284	1,589	1,834	2,200	2,567	3,055	3,423	
6	253	316	380	507	570	760	1,108	1,330	1,647	1,900	2,281	2,660	3,168	3,547	
7	262	329	394	526	591	788	1,149	1,379	1,707	1,970	2,363	2,757	3,263	3,677	
8	272	340	408	544	612	816	1,191	1,429	1,770	2,042	2,450	2,858	3,402	3,811	
9	282	353	424	564	635	846	1,235	1,481	1,834	2,117	2,539	2,963	3,527	3,950	
10	293	365	439	585	658	878	1,280	1,535	1,901	2,193	2,632	3,071	3,655	4,094	

Middle School Extra Duty - Sponsor Stipends

Job Code	Position	# of Stipends per Position	Grade
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

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 Stipends

Job Code	Position	# of Stipends per Position	Grade
40D06	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



**Poudre School District
Extra Duty Stipend Schedule (E)
2023-2024 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	212	264	317	424	477	636	927	1,112	1,377	1,589	1,906	2,224	2,647	2,966	2,330
2	219	275	330	439	494	658	960	1,152	1,427	1,646	1,976	2,305	2,744	3,074	3,058
3	228	285	341	455	512	683	995	1,195	1,479	1,706	2,048	2,389	2,844	3,186	
4	236	295	354	471	531	707	1,032	1,238	1,533	1,789	2,123	2,477	2,948	3,301	
5	245	305	366	489	550	734	1,069	1,284	1,589	1,834	2,200	2,567	3,055	3,423	
6	253	316	380	507	570	760	1,108	1,330	1,647	1,900	2,281	2,680	3,188	3,547	
7	262	329	394	526	591	788	1,149	1,379	1,707	1,970	2,363	2,757	3,283	3,677	
8	272	340	408	544	612	816	1,191	1,429	1,770	2,042	2,450	2,858	3,402	3,811	
9	282	353	424	564	635	846	1,235	1,481	1,834	2,117	2,539	2,963	3,527	3,950	
10	293	365	439	585	658	878	1,280	1,535	1,901	2,193	2,632	3,071	3,655	4,094	

Senior High Extra Duty - Advisor Stipends (continued)

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
40D21	Advisor Skills USA	(1 per school)	L
40D25	Advisor (SC)2 - Successful Career Students of CO	(1 per school)	G
40D27	Advisor TSA	(1 per school)	L

Senior High Extra Duty - Sponsor Stipends

Job Code	Position	# of Stipends per Position	Grade
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
40D98	Sponsor Cycling Club	(1 per school)	C
40D82	Sponsor Diversity Leadership	(1 per school)	G
40D87	Sponsor Environmental Club	(1 per school)	E
40D85	Sponsor Esports	(1 per school, per season: Fall, Spring)	F
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
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
Athletic Coaching Stipend Schedule (C)
2023-2024 School Year**

Grade										
Step	A	B	C	D	E	F	G	H	I	J
1	826	1,030	1,256	1,636	2,054	2,424	2,833	3,234	3,623	4,429
2	935	1,089	1,331	1,720	2,136	2,576	2,977	3,384	3,822	4,686
3	951	1,119	1,386	1,807	2,246	2,704	3,127	3,573	3,973	4,859
4	998	1,163	1,418	1,913	2,331	2,797	3,292	3,718	4,163	5,104
5	1,015	1,214	1,504	1,986	2,424	2,930	3,384	3,898	4,384	5,307
6	1,046	1,274	1,551	2,054	2,546	3,071	3,536	4,012	4,524	5,524
7	1,090	1,322	1,605	2,126	2,643	3,187	3,698	4,175	4,715	5,742
8	1,111	1,382	1,692	2,205	2,766	3,300	3,822	4,384	4,916	5,949
9	1,181	1,419	1,720	2,291	2,833	3,384	3,956	4,515	5,077	6,176
10	1,209	1,468	1,798	2,365	2,937	3,529	4,102	4,698	5,268	6,379

Middle School Athletics						
Job Code	Position	Grade	Job Code	Position	Grade	Grade
40AKD	Coach Basketball Head Boys	E	40AVB	Coach Volleyball Assistant	C	C
40AKB	Coach Basketball Assistant Boys	C	40AUA	Coach Unified Sports Basketball Assistant	B	B
40AKF	Coach Basketball Head Girls	E	40AUH	Coach Unified Sports Basketball Head	C	C
40AKG	Coach Basketball Assistant Girls	C	40AWP	Coach Wrestling Assistant	C	C
40AFN	Coach Football Assistant	C	40AWD	Coach Wrestling Head	D	D
40AFD	Coach Football Head	E	40B72	Coach Golf Boys	D	D
40ASF	Coach Softball Head	D	40B82	Coach Golf Girls	D	D
40ASN	Coach Softball Assistant	C	40B74	Coach Tennis Head	D	D
40ATP	Coach Track Assistant Coed	C	40B75	Coach Tennis Assistant	C	C
40ATE	Coach Track Head Coed	E	40ACH	Coach Cross Country Head	D	D
40AVD	Coach Volleyball Head	E	40ACA	Coach Cross Country Assistant	C	C

Senior High Athletics						
Job Code	Position	Grade	Job Code	Position	Grade	Grade
40CBR	Coach Baseball Assistant	G	40CCR	Coach Soccer Assistant Boys	F	F
40CBG	Coach Baseball Head	I	40CCT	Coach Soccer Assistant Girls	F	F
40CKR	Coach Basketball Assistant Boys	H	40CCG	Coach Soccer Head Boys	H	H
40CKT	Coach Basketball Assistant Girls	H	40CCJ	Coach Soccer Head Girls	H	H
40CKG	Coach Basketball Head Boys	J	40CST	Coach Softball Assistant	F	F
40CKJ	Coach Basketball Head Girls	J	40CSJ	Coach Softball Head	H	H
40D42	Coach Cheerleader Head	H	40CRH	Coach Strength	E	E
40D43	Coach Cheerleader Assistant	D	40CDR	Coach Swimming Assistant Boys	F	F
40CXS	Coach Cross Country Assistant Coed	E	40CDT	Coach Swimming Assistant Girls	F	F
40CXH	Coach Cross Country Head Coed	F	40CDG	Coach Swimming Head Boys	H	H
40CDA	Coach Dance Team Head	H	40CDJ	Coach Swimming Head Girls	H	H
40CBA	Coach Dance Team Assistant	D	40CNR	Coach Tennis Assistant Boys	E	E
40CDK	Coach Diving Assistant District	F	40CNT	Coach Tennis Assistant Girls	E	E
40CDH	Coach Diving Head District	H	40CNG	Coach Tennis Head Boys	F	F
40CHL	Coach Field Hockey Assistant District	F	40CNJ	Coach Tennis Head Girls	F	F
40CHB	Coach Field Hockey Head District	H	40CTS	Coach Track Assistant Coed	G	G
40CIH	Coach Ice Hockey Head District	H	40CTH	Coach Track Head Coed	I	I
40CIA	Coach Ice Hockey Assistant District	F	40CBB	Coach Unified Sports Basketball Assistant	D	D
40CFR	Coach Football Assistant	H	40CUB	Coach Unified Sports Basketball Head	E	E
40CFG	Coach Football Head	J	40CCC	Coach Unified Sports Cheerleader Assistant	D	D
40CJG	Coach Golf Head Boys	F	40CUC	Coach Unified Sports Cheerleader Head	E	E
40CJJ	Coach Golf Head Girls	F	40CFF	Coach Unified Sports Flag Football Assistant	D	D
40CJN	Coach Golf Assistant Boys	A	40CUF	Coach Unified Sports Flag Football Head	E	E
40CJQ	Coach Golf Assistant Girls	A	40CSS	Coach Unified Sports Soccer Assistant	D	D
40CGT	Coach Gymnastics Assistant	F	40CUS	Coach Unified Sports Soccer Head	E	E
40CGJ	Coach Gymnastics Head	H	40CVA	Coach Volleyball Assistant Boys	F	F
40CLS	Coach Lacrosse Assistant District Boys	F	40CVH	Coach Volleyball Head Boys	J	J
40CLJ	Coach Lacrosse Assistant District Girls	F	40CVT	Coach Volleyball Assistant Girls	F	F
40CLH	Coach Lacrosse Head District Boys	H	40CVJ	Coach Volleyball Head Girls	J	J
40CLG	Coach Lacrosse Head District Girls	H	40CWR	Coach Wrestling Assistant Boys	F	F
40CNS	Coach Nordic Ski Head District	I	40CWG	Coach Wrestling Head Boys	I	I
40CNO	Coach Nordic Ski Assistant District	G	40CWA	Coach Wrestling Assistant Girls	F	F
			40CWH	Coach Wrestling Head Girls	I	I

POUDRE SCHOOL DISTRICT

CLASSIFIED CAREER INCENTIVE PLAN

Article 12.17 - 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 within 30 calendar days of their standard contract start date for the next year 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 12.17 – 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.



Memorandum of Understanding for the 2023-24 Employee Agreement

The below details agreed upon language changes to the 2023-24 Employee Agreement, compensation and benefits, and other agreements made between Poudre School District (PSD) and the following associations: Association of Classified Employees (ACE), Poudre Association of School Executives (PASE), and Poudre Education Association (PEA); collectively referred to as "The Associations," during the 2023 negotiations completed on May 24, 2023.

As required by state law, the parties agree that all matters related to compensation and benefits contained in this MOU or elsewhere in the Employee Agreement, must be negotiated annually and are subject to annual budgeting and appropriation by the Board of Education.

The parties to this Memorandum of Understanding (MOU) understand and agree that some terms and conditions of this MOU and the exhibits and/or attachments to the MOU require continued performance, compliance, or effect beyond the termination date of the Agreement and shall survive beyond the termination date and shall be enforceable beyond the 2023-2024 school year.

Definitions: The language for definitions shall be updated to the following.

2.14 ESSENTIAL EMPLOYEES

Essential employees are employees who are required to work on-site and in-person during remote workdays and/or school or site closures. The below identified positions are essential employees during closure reason(s) designated in the following parenthesis i.e. "(early release)"

Other employees who are not listed below may be deemed essential for a certain type of remote workday or school/site closure or all closures and remote workdays depending on their position. **An employee's supervisor/manager shall determine and inform these other employees if they are considered an essential employee during a school/site closure or remote workday.**

In general, but not limited to, the below positions are considered essential during the following school/site closure categories and/or remote workdays:



Facilities

Snow (Full closure/late start/early release)

- Facilities and Construction Services Director
- Planning and Construction Manager
- Facility Services Manager
- Custodial Manager
- Custodial Supervisors
- Outdoor Services
- Custodial
- Anyone On Call

Heat Day (full closure/late start/early release)

- Facilities and Construction Services Director
- Planning and Construction Manager
- Facility Services Manager
- Custodial Manager
- Energy Manager
- Anyone On Call

Child Nutrition (late starts)

- Kitchen Managers
- Child Nutrition Workers
- Child Nutrition Warehouse staff

Transportation (early release)

- Bus Drivers
- Dispatch
- Transportation Supervisors

Transportation (Closure)

- 2 technicians
- Anyone on call as directed by an employee's supervisor/manager

IT (Technology Staff)

- IT staff on call will be expected to remain on call during a school closure.

Article 3.7 - Updates the term of the next Employee Agreement

- 3.7** This Agreement shall take effect on July 1, 2023 and shall expire at the end of the day on June 30, 2024.



Article 4.14 that were agreed to in the 2023-24 negotiations are as follows:

4.14 Professional Learning Time Work Group – A cross-functional PD Committee was established from the big circle to determine feasibility of alternative school schedules for elementary and middle schools (late start, early out, no student contact days) and will report feasible options to cabinet and big circle in 2023, then obtain stakeholder (both employee and community) support, and if an option or options are both feasible and have support, then bring it back to the big circle for a vote in the 2024-25 negotiations. Goal here is to address additional PD time and Elementary Plan time.

Establishment of a PD Feasibility Committee as follows:

Vote approved on April 12 in the “big circle” to “expand the current PD committee to include feasibility stakeholders: Transportation, Child Nutrition, Calendar, etc. to establish feasibility of each design: late/early start, 1x monthly, early out, no student contact days, etc., and present those options that meet feasibility to cabinet and big circle negotiators; then obtain stakeholder feedback on support for an option: Community & Employees at Middle/Elementary schools. Deadline to have:

- Feasibility
- Review Feasible Option(s) with PD and Elementary Plan time Subcommittees
- Cabinet Support
- Board Support
- Big Circle Support
- Stakeholder Support

In October, 2023, with targeted timelines leading up to that date as outlined below:

- Feasibility and support from cabinet, BOE, and subcommittees
- Brought to and voted on by Big Circle prior to surveying support of employees and community members (MS Teams would be an acceptable method).
- Employee stakeholder feedback completed by end of August, 2023.
- Community Stakeholders to start feedback October, 2023.
- Special Negotiations session for 2023-24 to review and vote on any item supported by community.

Evaluation Changed - see language approved in negotiations

Extra Duty Stipends – Compensation Committee recommends waiting on implementing any changes to Extra Duty Schedule E and Elementary Extra Duty



Stipends until 2024-25 year and putting all resources to base pay. This recommendation to take all extra duty stipends off the table for the 2023-24 was approved during negotiations on May 12, 2023. The only change to extra duty stipends in 2023-24 will be to replace the IS stipend with a differential.

Substitutes for IS teachers – The pilot will continue for the 2023-24 school year. See below procedure for how it will be used:

This procedure outlines the process for school-site Principals, Assistant Principals and Office Managers to request up to two substitute days per elementary multi-cat program and center-based program from the Instructional Services (I.S.) budget to provide some workload relief.

Eligible Programs:

- Elementary Multi-cat Programs
- Elementary Center-Based Autism Programs
- Elementary Center-Based ILS Programs
- Elementary Center-Based SED Programs

School	Center-Based Program Budget code 076	Multi-cat Program Budget Code 512	Max Day Eligible
Bacon	Eligible for 2 days	Eligible for 2 days	4
Bamford	Eligible for 2 days	Eligible for 2 days	4



Bauder	Eligible for 2 days	Eligible for 2 days	4
Beattie	N/A	Eligible for 2 days	2
Bennett	Eligible for 2 days	Eligible for 2 days	4
Bethke	Eligible for 2 days	Eligible for 2 days	4
CLPE	Eligible for 2 days	Eligible for 2 days	4
Dunn	Eligible for 2 days	Eligible for 2 days	4
Eyestone	N/A	Eligible for 2 days	2
Harris	N/A	Eligible for 2 days	2



Irish	N/A	Eligible for 2 days	2
Johnson	N/A	Eligible for 2 days	2
Kruse	N/A	Eligible for 2 days	2
Laurel	Eligible for 2 days	Eligible for 2 days	4
Linton	Eligible for 2 days	Eligible for 2 days	4
Lopez	Eligible for 2 days	Eligible for 2 days	4
McGraw	Eligible for 2 days	Eligible for 2 days	4



Mountain Schools	N/A	Eligible for 2 days	2
O'Dea	Eligible for 2 days	Eligible for 2 days	4
Olander	Eligible for 2 days	Eligible for 2 days	4
Polaris	N/A	Eligible for 2 days	2
Putnam	Eligible for 2 days	Eligible for 2 days	4
Rice	Eligible for 2 days	Eligible for 2 days	4
Riffenburgh	N/A	Eligible for 2 days	2
Shepardson	Eligible for 2 days	Eligible for 2 days	4



number of hours teachers would otherwise need to hold and participate in an IEP meeting after regular school hours.

3.) Requests to pay for the sub should use code 076 for center-based program subs and 512 for multicat subs.

4.) Requests in excess of 2 days per program will be billed back to the school-site at the end of the year.

5.) Schools that have multiple eligible programs are eligible for up to 2 sub days per program.



The following language updates to Article 10 were approved as a 1 year pilot, at the March 1, 2023 negotiations, for licensed teachers who are non-probationary and who have received an overall rating of Highly Effective for 3 consecutive years. The Alternative Performance Evaluation committee will bring back quantitative and qualitative metrics on the success of the program to the 2024-25 big circle to review for its continuation, adjustments, or to decide to end the pilot program. Not limited to, the pilot’s report will include metrics and data that would support whether a teacher be evaluated through the formal observation process from their evaluator every other year, or at some other cadence, such as every third year, if the pilot continues.

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 through formative feedback and self-assessment, we also affirm and support the professional growth of teachers and other licensed employees through the evaluation process.

10.1.3 - No changes

10.1.4 - No changes

10.1.5 - No changes

10.1.6 - No changes

10.1.7 - No changes

10.1.8 - No changes

10.2 EVALUATION PROCESS

10.2.1 - No changes

10.2.2 - Evaluation of licensed employees will be based 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 estimated and statistically attributed to individual licensed staff members to support valid inferences regarding educator effectiveness. Staff should clearly understand which students’ growth data will be attributed to them.



10.2.3 - No changes

10.2.4 - No changes

10.2.4.1 - No changes

10.2.4.2 - No changes

10.2.4.3 - No changes

10.2.4.4 - No changes

10.2.5 - No changes

10.2.5.1 - No changes

10.2.5.2 - No changes

10.2.6 - No changes

10.2.7 - No changes

10.2.7.1 - No changes

10.2.8 - No changes

10.2.9 - No changes

10.2.10 Formal Observations

10.2.10.1 Stays the same

10.2.10.2 A formal alternative observation is a classroom visitation by the non-probationary licensed employee of at least 30 uninterrupted minutes that must be completed in the first semester, resulting in a written self-reflection tied to the licensed employee's 5D+ area of focus.

10.2.10.2 becomes **10.2.10.3** A post-observation conference is a required meeting between the evaluator and the licensed employee within five school days of a formal, or alternative formal, observation process for the purpose of discussing the observation and other factors related to the employee's performance.

10.2.10.3 becomes **10.2.10.4** - No changes to wording



10.2.10.4 becomes **10.2.10.5** 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. One of the following options will be chosen upon mutual consent of the licensed employee and the evaluator:

Option A - One formal observation conducted by their evaluator as per 10.2.10.1

Options B - One formal alternative observation option completed by the licensed employee as per **10.2.10.7 - Pilot Year 2023-2024**

10.2.10.5 becomes **10.2.10.6** - No changes

10.2.10.7 Alternative Formal Observation Process- PILOT 2023-2024 SY

10.2.10.7.1 Non-probationary licensed employees with an overall rating of Highly Effective for 3 consecutive years, with no performance concern, may choose to be evaluated with the alternative options listed below. Both the licensed employee and the evaluator must mutually agree to and select the alternative evaluation option in their Professional Growth Plan meeting at the beginning of the year.

10.2.10.7.2 The alternative evaluation option prioritizes feedback through self-assessment and reflection as part of the evaluation process. Licensed employees who select the alternative option will be evaluated through the formal observation process from their evaluator as described in **10.2.10.7** may do so for the designated pilot period: The 2023-24 school year.

10.2.10.7.3 Non-probationary licensed employees who select the alternative option will not automatically retain their evaluation ratings from the previous school year and the evaluator may choose to complete a formal observation at any time during the school year to address new performance concerns.

10.2.10.8 Formal Alternative Observation Options- PILOT 2023-2024 SY

(Non-probationary licensed employees with 3 consecutive years of an overall rating of Highly Effective)

10.2.10.8.1 Option A – A formal observation as described in 10.2.10.1, followed by a post-observation conference as described in 10.2.10.2.



10.2.10.8.2 Option B – A formal alternative observation where the

non-probationary licensed employee will work collaboratively with their evaluator during their Professional Goals Meeting at the beginning of the year to determine which mutually agreed upon formal observation option they will select for their observation. The licensed employee and evaluator must select the observation option on or before the due date of the licensed employee's growth plan submission. The licensed employee will document their observation self-reflection goal and area of focus related to the 5D+ Rubric as their third goal in their growth plan. The teacher will select one dimension and sub dimension of the rubric as the area of focus for their observation self-reflection.

10.2.10.8.3 The non-probationary licensed employee and evaluator will work collaboratively to determine which licensed staff member they would like to observe. The alternative observation may be completed by the non-probationary employee during one of their planning periods for this model to be cost neutral. Classroom coverage options may be available upon discussion with the evaluator. The non-probationary licensed staff member may complete the classroom observation individually or with other licensed staff in a small group.

10.2.10.8.4 A post-observation conference is a required meeting between the licensed employee and the evaluator as described in 10.2.10.2. The licensed employee will complete the alternative observation self-reflection template prior to the post-observation conference with the evaluator.

10.2.10.8.5 The alternative observation self-reflection template will serve as the written record of the alternative formal observation and must be uploaded by the licensed employee as an artifact in the Teacher Observation 1 task in Talent-Ed Perform

No other changes to article 10 except for:

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

10.5.2 The review panel will consist of the following: Assistant Superintendent of Elementary or Secondary; the Chief Human Resources



Officer; the Chief Institutional Effectiveness Officer; 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.

The following sections of Article 11 related to adding Early Childhood language would be updated as follows:

11.2.5 Building/Workdays: Building/Workdays (B/W) exist evenly in the calendar across the school year in order to allow for the work of the building and of individual teachers to get accomplished. These non- student contact days are designed to be split evenly between Building Time and Teacher Work Time. Subject to the same leave policies as would apply to a regular teaching day. An attempt will be made by the Calendar Committee to avoid that B/W (Building Work) days do not replace an Early Childhood (EC) teacher plan day.

11.2.9 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.

Early Childhood: Each Early Childhood teacher who administers assessments will have up to 2 days per year of substitutes available to complete data collection, report submission, mandatory and other assessments, data entry, or related tasks. These days need to be taken on-site.

11.2.10 Early Childhood Family Mentor Collaboration Days

The Head Start program requires Family mentors. Early Childhood teachers and Mentors collaborate to work with families about their goals and needs. Each Early Childhood teacher is given either one half day or full day (1-9 HS students will receive a half day, and 10+ will receive a full day) each semester, to meet with their mentor about children on their caseload.

11.9.3 Early Childhood programs on a four-day week: A minimum of 40 minutes shall be provided between a morning session and an afternoon session in Early Childhood to allow for a dismissal and a duty-free lunch. Lunch breaks may not be saved or used to shorten the scheduled workday.



Article 12.16 language updated to the following:

12.16 ADDITIONAL COMPENSATION FOR NON-EXEMPT CLASSIFIED EMPLOYEES

12.16.1 Procedure when district is closed for holidays

12.16.1.1 Per District Policy KF – USE OF DISTRICT FACILITIES, district support coverage will not be scheduled during days when the district is officially closed for holidays or on the weekends immediately preceding or following paid holidays. When it is necessary to call out district support personnel on days designated as non-use days, non-exempt classified 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.

12.16.1.2 Remote workday authorized by the Superintendent or their designee

12.16.2 When the Superintendent determines a remote learning workday is necessary, all employees scheduled to work during the remote learning workday will be paid. Essential employees who complete timecards for exception reporting only (employees who do not use Kronos), should report their actual hours/time they worked at a PSD School/Site on a timecard, on the remote day. Those employees who use Kronos should clock in and out as they usually do.

12.16.2.2 Licensed employees will work remotely and be paid the same as if they worked in-person at a PSD school or site.

12.16.2.3 All other employees who are able to work remotely shall do so.

12.16.2.4 Non-essential Employees: Non-essential hourly employees who are non-exempt and are unable to perform any type of remote work, or who may only be able to perform remote work for part of the workday, will be paid at their regular rate.

12.16.2.5 Essential Employees: Essential hourly employees who are non-exempt and who are required to work at the school or PSD site/facility will be paid for the time they worked at the site/facility in addition to their regularly schedule pay for that day. Any hours not worked at the site/facility or which were performed remotely, are included in the employee's regular pay for that day.



12.16.2.6 Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets. Employees who complete timecards for exception reporting only, should report their actual hours/time they worked on the remote day.

12.16.3 School closure authorized by the Superintendent or their designee

12.16.3.1 Closure: When the Superintendent determines a school closure is necessary, all employees scheduled to work during the closure will be paid. The Superintendent may declare a district-wide or individual school or facility closure for a full day or partial day (such as a late start or early release) for: weather events, an emergency, or other appropriate reasons as determined by the Superintendent. Essential hourly, non-exempt, classified employees who are required to report to work at a PSD worksite will be paid for the hours worked during the school closure at the site/facility in addition to their regularly schedule pay for that day. Non-essential, hourly, non-exempt employees who would have otherwise been scheduled to work during a school/worksite closure will be released from duty and paid their regular rate of pay. Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.

12.16.3.2 Licensed & Scheduled Subs: In the event of school/worksite closure, whether for a full day or partial (late start or early release) day it will be treated as an excused absence for licensed employees & scheduled subs, and hours related to the school closure shall be paid as regular worked hours.

12.16.3.3 Late Start: Employees will report to their regular duties and school/worksite up to two hours later than regularly scheduled to arrive. Students will report in two (2) hours later than regularly scheduled to arrive (bell time). Essential classified employees are expected to report in one (1) hour late or at the time specified by their supervisor/manager and shall be paid for the time worked, in addition to their regularly scheduled pay for that day. Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.



12.16.3.4 Early Release: An early release shall mean that employees may be released of their duties for their regular workday up to two (2) hours early. Building administrators shall ensure that sufficient staff remain on site until all students have been released to a parent/guardian or emergency contact. Essential classified, hourly, non-exempt employees who are required to remain at the school/PSD worksite to work shall be paid up to two (2) hours of time worked in addition to their regularly scheduled pay for that day. Employees who report their time and attendance through Kronos should clock in/out per usual and Payroll will make the necessary adjustments to their timesheets.

12.9.8 Exceptions for CTE teachers at the Futures Lab may be made according to 12.19.

Not in the EA: [Article 12.19 CTE – Salary placement applicable only to the approximate 5 CTE teachers who teach at the Futures Lab.]

12.19 Career & Technical Education Teachers at the Futures Lab

Initial Salary Placement for Career & Technical Teachers Who Teach at the Futures Lab - Work Experience Credit (Step) Salary Placement and Lane Change policies effective August 1, 2023.

12.19.1 Work Experience Credit/Salary Step

A. Newly hired CTE teachers at the Futures Lab will receive experience credit for full-time paid work experience in the CTE authorization content area according to the current PSD salary setting practices for newly hired licensed employees.

i. Newly hired Futures Lab licensed employees with CTE Authorizations who do not hold a bachelor' degree will not receive **experience credit** for the first 4 years of full-time equivalent work experience, since it is required for the CTE Authorization Additional full-time paid work experience in the authorization content area beyond the first 4 years will be recognized according to current PSD salary setting practice.

ii. Newly hired Futures Lab licensed employees with CTE Authorizations who hold a bachelor's degree will not receive experience credit for the first 2 years of full-time equivalent work experience, since it is required for the CTE Authorization. Additional full-time paid work experience in the authorization content area beyond the first 2 years will be recognized according to current PSD salary setting practice.



B. CTE teachers currently (SY 2022-23) working at the Futures Lab and continuing as a CTE teacher at the Futures Lab for SY 2023-24, whose content-area work experience was not recognized for placement on the salary schedule, may receive experience credit of up to 9 additional years, and their salary for the 2023-24 school year and beyond adjusted, upon review by a Director of Human Resources or designee. No adjustments to previous years' salaries will be made

12.19.2 Educational Lane

A. CTE teachers at the Futures Lab who hold a CTE Authorization but do not hold a CDE teaching license will be able to use PSD lane-change classes to apply for a lane change (salary advancement). Those who hold the CTE Authorization only and do not have a bachelor's degree will not be able to change lanes beyond the BA+18 column. Those who hold the CTE Authorization only and have a bachelor's degree will not be able to change lanes beyond the BA+36 lane.



Article 13 Language updated to the below:

13.1 PERSONAL TIME

13.1.1 The equivalent of approximately five personal days are granted annually to all employees. Time will accrue in hours based on assignments. Staff are encouraged not to take personal time on Variance days. A list of variance days will be issued each year in August.

13.1.2 Sites or department supervisors and Administrators are expected to maintain adequate staffing and will approve personal time on a first-come basis. No other criteria may be used for approving personal time outside of staffing needs and the date and time of an employee's request. If an Administrator has approved an employee's personal time prior to the addition or establishment of a Variance day, the supervisor may request that the employee change the date of the personal day off; however, the employee will not be required to change their day off.

13.1.3 Personal time must be taken on a scheduled work day, except for Child Nutrition Department and Transportation Department employees who may use their personal time during school vacation periods.

13.1.4 Unused personal time can be accumulated up to five days. 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.

13.1.5 There is no reimbursement for personal time upon separation of employment.

Delete the below sections of Article 13.8 - now addressed in Article 12

~~**13.8.1** School/Facility/District Closings, Delayed Start and Early Release Due to Hazardous Weather~~

~~**13.8.1** When district facilities are closed due to hazardous weather district employees will not report to work unless directed otherwise by their department administrator and/or supervisor. Such employees will receive pay for the absence if the closure is on a scheduled work day for the employee.~~

~~**13.8.2** When the Superintendent determines a delayed start for schools is necessary due to hazardous weather, all employees will receive pay for the absence if the delay is on a scheduled workday for the employee.~~



~~13.8.3 When the Superintendent determines an early release for schools is necessary due to hazardous weather, building administrators shall ensure that sufficient staff remain on-site until all students have been released to a parent/guardian or emergency contact. Staff who are permitted to leave early will not be required to enter leave time for their absence.~~

~~13.8.4 Employees who are considered essential personnel may be required to work on school/facility/district closure, delayed start and early release days to conduct work activities that must occur in the event of hazardous weather. Those employees will be compensated in accordance with section 12.16 of this agreement.~~

Review of District expenses: On May 24, 2023, we agreed that the Budget Design Team, which is composed of representatives from all employee groups, will collaboratively review system-wide reductions to address the increased, ongoing risk that PSD is incurring with this year's compensation package. This work will begin in September 2023 for the 2024-25 school year.

Salary:

The District has agreed to cover ongoing obligations for compensation costs using up to \$4.3 million per year in general fund reserves for no more than two years. The ongoing compensation obligation for the 2023-24 and 2024-25 school years will be calculated with the formula below.

\$4.3 million +/- Adjusted Revenue (after SBB true up as described below) = ONGOING OBLIGATION .
Adjusted revenue will be determined by the difference between projected enrolled student count for the schools listed in Exhibit A and the actual number of enrolled students as determined by the final October 2023 count multiplied by the projected per pupil revenue of \$10,024. If the October 2023 Count indicates enrollment below that projected in Exhibit A, no negative true-up will be applied to student based budgets for the 2023-24 school year. If the October 2023 Count indicates enrollment above the projected count in Exhibit A, school-based budgets will be increased based on the number of additional students enrolled as indicated by October Count.

Year 2 - The ONGOING OBLIGATION calculated from the Year-1 formula above will initially be funded using district unassigned reserves in the 2024-25 school year budget. This amount must be recouped from new revenue including but not limited to voter-approved revenue that can be used for compensation identified in the 2024-25 school year. If no such new revenue is available, the ONGOING OBLIGATION must be taken off the top of any new ongoing revenue available for compensation for the 2025-26 school year.

Classified Compensation (approximate base pay increase across all groups 10.28%, for an approximate cost of \$6.33 million on-going expenses, to be allocated in the following way):

- All classified employees will receive, at a minimum, an 8.12%* pay increase for the 2023-2024 school year. This increase is comprised of a 4% COLA range adjustment to all job codes, as well as movement through the range equivalent to 4.12%*. An additional market adjustment will be added to bring all classified job codes to market after the 4% COLA adjustment.
 - *Any portion of the 4.12% range movement that would exceed an employee's pay-grade range will be compensated as a one-time payment for the 2023-2024 school year and will not be added to employees' base salary amounts.



- Split Bus Para to Two Levels

Licensed Compensation (approximate base pay increase across all groups 10.28%, for an approximate cost of \$16.25 million on-going expenses, to be allocated in the following way):

- See attached updated Licensed Pay Schedule

Administration/Professional Compensation (approximate base pay increase across all groups 10.28%, for an approximate cost of \$2.64 million on-going expenses, to be allocated in the following way):

- Assistant Principal internal equity adjustments approximately: \$260,500
- 7.42% COLA plus one-step equivalent (2.06%) for total of 9.48% across the board (ATB) at approximately: \$2.4 million

Plus the following 2023-24 District Compensation Items at approximately: \$1.575 million on-going expenses:

- PPO-1 and PPO-2 Medical Plans: 3% increase to employer and employee premiums.
 - Benefits cost approximately \$800,000 for employer contribution toward premiums.
- Medical Plan Design Changes: Increase to out-of-pocket maximum limits/deductibles. Out-of-pocket maximum limits will now be combined to include medical and mental health and substance abuse benefits.
- Employee Clinic: Expansion of Employee Health Clinic services to employees with regular scheduled hours/contract percentage and additional clinic sites as designated by UCHealth.
- One-year pilot: Two (2) additional PD days at approximately \$185,000 for classified employees in the job categories: Instructional Paraprofessionals and Medical Technicians (not considered an on-going expense)
- Replace the current extra-duty stipend for elementary and middle schools related to Integrated Services - stipend code 77765 with new updated Integrated Services differentials at approximately: \$275,000
- Bilingual differentials at approximately: \$420,000
- CTE industry experience for Futures Lab teachers credit at approximately: \$45,000
- PASE coordinators internal equity adjustments at approximately: \$35,000

Joni Baker

Joni Baker, ACE President

06/07/23

Date
6/7/2023

Bryan Davis
Bryan Davis (Jun 7, 2023 13:15 MDT)

Bryan Davis, PASE President

Date
6/7/2023

John Robinson

John Robinson, PEA President

Date
6/7/2023

Erich Wonsavage
Erich Wonsavage (Jun 7, 2023 13:52 MDT)

Erich WonSavage, CHRO

Date

***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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