



Employee Agreement

Between

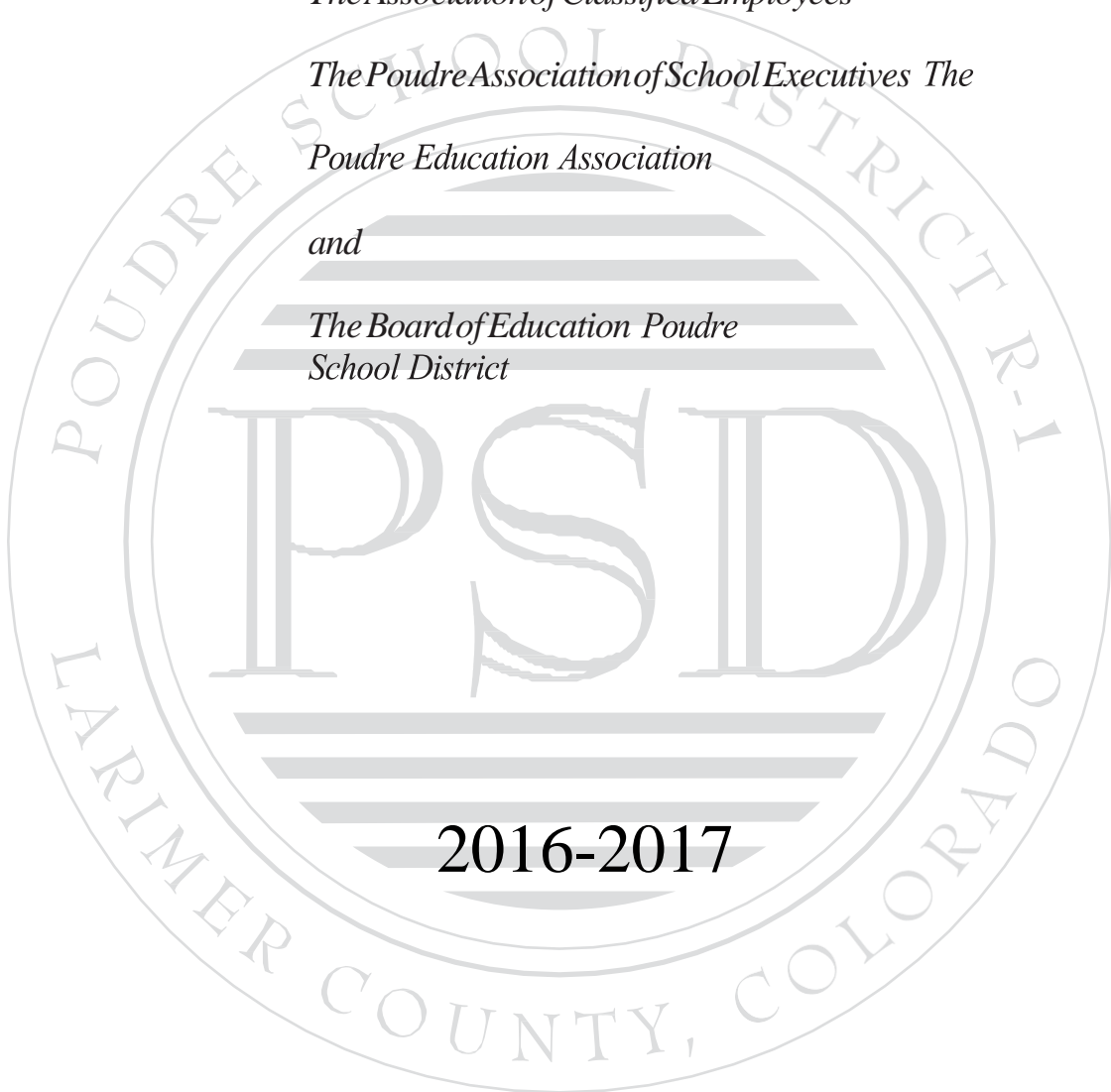
The Association of Classified Employees

*The Poudre Association of School Executives The
Poudre Education Association*

and

*The Board of Education Poudre
School District*

2016-2017



EMPLOYEE AGREEMENT
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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' Salary Schedule.
- 2.4 **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.
- 2.5 **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.
- 2.6 **SUPERINTENDENT**
The term *Superintendent* as used in this Agreement shall mean the Superintendent of Poudre School District.
- 2.7 **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.
- 2.8 **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 personnel, except those administrators who serve as members of the Superintendent's Cabinet.
- 2.9 **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.

2.10 EMPLOYEES:

2.10.1 Full-Time Employees

2.10.1.1 A full-time Administrative 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 and employees receiving PERA retirements benefits) with a contract of 100% (8 hours per day).

2.10.1.2 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 and employees receiving PERA retirements benefits) with a contract of 100% (based on the then current licensed calendar).

2.10.1.3 A full-time Classified 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 and employees receiving PERA retirements benefits) in an assignment scheduled for 8 hours per day based on the then current standard classified calendar.

2.10.2 Part-Time Employees

2.10.2.1 A part-time Administrative 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 and employees receiving PERA retirements benefits) with a contract of less than 100%.

2.10.2.2 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 and employees receiving PERA retirements benefits) with a contract of less than 100%.

2.10.2.3 A part-time Classified 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 and employees receiving PERA retirements benefits) in an assignment scheduled for less than 8 hours per day based on the then current standard classified calendar.

2.11 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.

2.12 RETIREMENT

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

2.12.2 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.

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

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

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, 2016 and shall expire at the end of the day on June 30, 2017.

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

ARTICLE 4—NEGOTIATIONS PROCESSES AND PROCEDURES

4.1 NEGOTIATIONS BELIEF STATEMENTS

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

Adopted: 11/92

4.2 STATEMENT OF INTENT

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

4.3 REPRESENTATION

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

4.3.1 All negotiations participants will be expected to:

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

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

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

Revised: 04/15

4.4 FACILITATOR

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

4.5 ISSUES SETTING MEETING

All representatives of groups will participate in the Issues Setting meeting in which all issues from each group are formally introduced, clarified, and assigned to appropriate committees. Subsequent whole group meetings will be held to hear committee reports, discuss proposed solutions, and reach agreement on solutions.

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

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

Revised: 04/15

4.6 SUBCOMMITTEES

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

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

4.7 LARGE GROUP SESSIONS

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

4.8 REQUESTING A WAIVER FROM EMPLOYEE AGREEMENT LANGUAGE

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

- Budget emergency
- Unique circumstance at a school or department
- Unintended, harmful consequences resulting from the implementation of Employee Agreement language
- Flexibility needed to keep Employee Agreement language from being a barrier to student achievement initiatives

The process to be used is outlined below:

- The Issues Resolution Group and the Superintendent or his/her designee identifies an Employee Agreement language issue that needs to be discussed for a possible waiver. The issue is put in writing by the group with the concern and

shared with the Issues Resolution Group and the Superintendent or his/her designee.

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

Revised: 04/15

4.9 RATIFICATION OF SOLUTIONS

Before final adoption, a representative of each group will review and approve the language of all agreements, including salary/benefit changes and working conditions adjustments agreed upon by the large group. Each participating group will then recommend the agreement to their respective 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: Executive Director of Finance or designee

Revised: 04/15

4.13.2 Benefits/Insurance Committee

The Benefits/Insurance Committee deals with these items:

- Insurance
- Eligibility for benefits

Chairperson: District Benefits Manager

4.13.3 Workload Committee

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

The committee deals with these items:

- Provide proactive suggestions to help balance potential workload difficulties

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

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

4.14 ITEMS REFERRED TO OTHER GROUPS OR COMMITTEE FOR REVIEW DURING THE 2016-2017 YEAR AND COMMENCING ON JULY 1, 2017 INCLUDE:

- Review and update the matrix of comparable school districts that were identified in 2016 to see how PSD compares in size, Per Pupil Funding, academic performance levels, salary and benefits by classification of employment, stipends and extra duty schedule, tax base, overtime or exempt, and other applicable information.
- Licensed sabbatical leaves will need to be brought back as a new budget request during next year's negotiations if applicable. The licensed sabbatical leave process will be reviewed and revised if necessary.
- Early Childhood Taskforce will continue to meet and make recommendations to the negotiations circle for 2017.
- Monitor and review changes made to the Elementary and Secondary Extra Duty Salary Schedules in 2016.

Adopted: 04/16

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.

5.3.5 As partners in the development of the district mission and strategic plan, the presidents assist in focusing everyone on the mission of the district.

5.4 RESPONSIBILITIES OF POSITION

5.4.1 Employee Group Presidents

5.4.1.1 Participates in problem solving frequently involving sensitive matters so that issues may be resolved quickly conserving energy and resources, and avoiding diverting the focus from the mission of the district.

5.4.1.2 Provides reciprocal feedback to the administration regarding issues, initiatives and policies.

5.4.1.3 Serves as an available resource to the Board of Education.

5.4.1.4 Works to integrate the needs of employees with the needs of the organization.

5.4.1.5 Works on special projects.

5.4.2 Employee Communication and Problem Solving

5.4.2.1 Attends scheduled Issues Resolution Group representing their constituents' perspective.

5.4.2.2 Provides mentoring, job counseling, performance counseling discussions, etc. to employees to help facilitate the positive resolution of conflicts and concerns.

5.4.2.3 Leads their Employee Group Negotiations Team in the district negotiations process addressing compensation, benefits and working conditions along with assisting the communication and ratification process for the negotiated agreement.

5.4.2.4 Helps to ensure district policies and procedures are followed, appropriate due process is provided and all employees are dealt with consistently and fairly. May provide legal expertise as needed from Association resources at no direct cost to the district.

5.4.2.5 Provides a communication link between the district and employees.

5.4.2.6 When appropriate, consults with staff development to ensure appropriate training is provided for employees.

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

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

5.4.3 Public Relations

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

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

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

5.4.4 Committee and Special Project Responsibilities

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

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

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

Revised: 04/15

5.5 ACCOUNTABILITY FOR THE PRESIDENTS' ROLES AND RESPONSIBILITIES

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

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

ARTICLE 6—CLASSIFIED DISCIPLINE AND GRIEVANCE PROCEDURES

6.1 GENERAL PROVISIONS

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

6.2 PROCEDURES REQUIRED PRIOR TO IMPOSING DISCIPLINE

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

rationale for that determination.

6.3 GRIEVANCES

- 6.3.1 A classified employee may only file a grievance regarding:
- 6.3.1.1 The employee's suspension without pay, demotion or dismissal; or
 - 6.3.1.2 Action taken by the District that the employee believes is inconsistent with or a misapplication of this Agreement or of District policy or regulations, and that results in: (a) negative material in the employee's personnel file; (b) delay or denial of a pay increase or specified benefits to which the employee believes he/she is entitled such as vacation, sick leave or other leave; or (c) an adverse impact upon the employee's work record.
- 6.3.2 A classified employee with a grievance must file a completed official grievance form within ten (10) business days following the action being grieved. Failure to file a grievance within the specified time after the grievant knew or reasonably should have known of the act or condition upon which the grievance is based, and failure to appeal a grievance to the next level within the specified time (where applicable), shall be deemed a waiver of the right to proceed with the grievance beyond that point.
- 6.3.3 Grievances Under 6.3.1.1
- 6.3.3.1 A formal grievance is initiated when an employee and the Association's President sign the grievance, and it is transmitted in writing to the Human Resources Department and to the grievant's immediate supervisor.
 - 6.3.3.2 A classified employee's grievance under 6.3.1.1 above shall be filed with the Superintendent.
 - 6.3.3.3 Upon receipt of the grievance, the Superintendent shall consider the issues raised, consult with the classified employee and the Executive Director of Human Resources, consider any other evidence deemed necessary or advisable, and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance.

6.3.3.4 The decision of the Superintendent shall be final and binding, and not subject to appeal.

6.3.4 Grievances Under 6.3.1.2

6.3.4.1 Prior to filing a grievance under 6.3.1.2 above, a classified employee shall discuss the matter at an informal conference with his/her immediate supervisor in an effort to resolve the matter. The employee may request that the Association's President or representative and some other person be in attendance. If the employee's immediate supervisor cannot schedule the informal conference before the deadline for filing a grievance on the matter, the Executive Director of Human Resources shall extend the deadline as necessary to allow for the filing of the grievance.

6.3.4.2 A classified employee's grievance under 6.3.1.2 above shall be filed with the director of the department or principal of the school in which the employee works. If the classified employee's grievance directly involves the director of the department or principal of the school in which the employee works, the classified employee may file the grievance with the executive director or assistant superintendent who supervises that department director or school principal. Upon receipt of the grievance, the director or principal shall consider the issues raised and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance.

6.3.4.3 If the classified employee is not satisfied with the director's decision, the employee may use the same grievance form to appeal that decision to the Executive Director of Human Resources within ten (10) business days from the date the director's decision was received.

6.3.4.4 Upon receipt of the grievance appeal, the Executive Director of Human Resources shall consider the issues raised, consult with the classified employee and the director of the department or principal of the school in which the employee works, consider any other evidence deemed necessary or advisable, and then issue a written decision as soon as reasonably practicable to the classified employee who filed the grievance appeal.

6.3.4.5 The decision of the Executive Director of Human Resources shall be final and binding, and not subject to appeal.

ARTICLE 7—TEACHER GRIEVANCE PROCEDURES

7.1 DEFINITIONS

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

Revised: 04/15

7.2 PURPOSE

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

7.3 GENERAL PROVISIONS

- 7.3.1 Nothing herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the Association.
- 7.3.2 No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any party in interest, any school representative, any member of the Association, or any other participant in the grievance procedure solely by reason of such participation.
- 7.3.3 Nothing contained in this policy shall be construed to prevent any individual teacher from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is consistent with this Agreement or with district policy or regulations.
- 7.3.4 The sole administrative remedy available to any teacher for any grievance or any alleged violation of his or her rights hereunder will be pursuant to the grievance procedure.
- 7.3.5 All documents, communications, and records dealing with the processing of a grievance shall be segregated from the participant's other personnel file materials.
- 7.3.6 Forms for processing grievances will be jointly prepared by the Superintendent and the Association, subject to the approval of the Board. The forms will be printed or otherwise duplicated by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- 7.3.7 In the course of investigation of any grievance, representatives of the Association shall report to the principal of the building visited and shall state the purpose of the visit immediately upon arrival.
- 7.3.8 Every effort shall be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- 7.3.9 It shall be generally required of all parties in interest to process grievances after regular work hours or at other times which do not interfere with assigned duties; however, upon mutual agreement by the aggrieved teacher, the Association, and the Board to hold proceedings during regular working hours, the grievant and the appropriate Association representative shall be released from assigned duties without loss of salary.
- 7.3.10 Failure to file a grievance within 30 working days after the grievant knew or reasonably should have known of the act or condition upon which the grievance is based shall be deemed a waiver of the right to proceed with the

grievance beyond that point.

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

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

7.4 INDIVIDUAL AND GROUP TEACHER GRIEVANCES

7.4.1 Informal Conference

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

7.4.2 Level One

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

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

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

7.4.3 Level Two

7.4.3.1 Level Two of the Grievance Procedure will be used for the following circumstances:

7.4.3.1.1 The Association shall file a grievance directly with the Human Resources Department if the grievance affects more than one (1) teacher;
or

7.4.3.1.2 The grievance was previously filed at Level One but was not resolved to the satisfaction of the grievant or the Association; or

7.4.3.1.3 No decision was rendered within ten (10) days of the Level One meeting.

7.4.3.1.4 The Human Resources Department and the Association determine that the immediate supervisor does not have the authority to deal with the grievance at Level One.

7.4.3.2 A request for a Level Two hearing will be transmitted in writing by the grievant or the Association to the Human Resources Department within ten (10) days after receipt of the Level One decision. Failure to request or appeal a grievance to the next level within the specified time shall be deemed a waiver of the right to proceed with the grievance beyond that point.

7.4.3.3 The Executive Director of Human Resources or designee will serve as arbitrator at the Level Two hearing. When a grievance would create a conflict of interest with the involvement of the Executive Director of Human Resources or designee, the parties shall mutually agree upon an internal arbitrator. Such hearing will take place within ten (10) days after receipt of the written request for a Level Two hearing by the Human Resources Department. The arbitrator will furnish the grievant and/or the Association and the Superintendent with a written copy of his/her findings of fact, reasoning, conclusions and recommendations within ten (10) days after the grievance was heard.

7.4.3.4 The Superintendent or designee and PEA may mutually agree to submit the grievance to mediation after a Level Two decision has been rendered. Both parties agree to implement any settlement reached. If no settlement is achieved, the grievant may request a Level Three hearing.

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7.4.4 Level Three

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

- 7.4.4.2 The parties shall select the arbitrator from a list of three (3) or five (5) names provided by the American Arbitration Association. The arbitrator will be selected by mutual agreement or by each party deleting a name(s) from the list with the remaining name being the selected arbitrator. The parties may deviate from this procedure by mutual consent, or if the designated arbitrator is unable to serve.
- In the event none of the mutually-agreed-upon arbitrators is available to hear a grievance within 90 days of a Level Three request, the timeline may be extended until a suitable arbitrator has been selected.
- 7.4.4.3 The arbitrator will have the authority to hold hearings and make procedural rules. She/he will issue a report within a reasonable time, not to exceed thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.
- 7.4.4.4 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 7.4.4.5 The report of the arbitrator shall be submitted in writing to the Superintendent or designee, the Association and the Grievant only, and shall set forth his/her findings of fact, reasoning, conclusions and recommendations, which shall be consistent with law and with the terms of this Agreement.
- 7.4.4.6 Within ten (10) days after receiving the report of the arbitrator, the Superintendent or designee, the Association and the Grievant will meet to discuss the report. No more than ten (10) persons of each party shall attend such meeting unless there is mutual agreement between the District and the Association. No public release may be made until after such meeting.
- 7.4.4.7 The Board shall take official action on the report of the arbitrator not later than thirty days after receipt of the report of the arbitrator.
- 7.4.4.8 The costs and expenses of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

7.4.4.9 Either party may request an official stenographic record of the testimony at the hearings at the requesting party's expense.

7.4.4.10 The report of the arbitrators shall be advisory only, and final determination of the issue raised by the grievant shall be made by the Board.

Revised: 04/15

7.5 RIGHTS OF TEACHERS TO REPRESENTATION

7.5.1 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure solely by reason of such participation.

7.5.2 Any party may represent himself/herself or be represented by the Association or its designee at any level of the grievance procedure; and the immediate supervisor may be represented by another representative of the administration. However, if a grievant is represented by the Association, the grievant may not be represented by anyone other than a representative designated by the Association. The Association shall have the right to be present and to state its views at any level of the grievance procedure.

Revised: 04/15

7.6 GENERAL

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

7.6.2 To facilitate operations of the grievance procedure, necessary forms for filing, serving notices, making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Human Resources Department and the Association.

7.6.3 When it is necessary for one or more representatives designated by the Association to attend a meeting or hearing occurring during the school day, they shall be released without loss of pay for such time as is actually necessary for their attendance at such meeting or hearing, and necessary travel time. The Association will notify Human Resources Department of those to be released no less than three (3) days prior to the meeting or hearing.

7.6.4 Upon request, the parties will make available to each other any data in their possession regarding a grievance.

7.6.5 With reasonable notice, the President of the Association, or his/her designee, may review information within a teacher's official personnel file upon producing written permission for such inspection, signed by the

teacher whose file he/she wishes to inspect.

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

ARTICLE 8—EVALUATION OF CLASSIFIED EMPLOYEES

8.1 THE PURPOSE OF CLASSIFIED EVALUATIONS SHALL BE:

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

8.2 EVALUATION SCHEDULE:

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

8.3 EVALUATION PROCESS

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

- 8.3.3 The primary evaluator is responsible for ensuring the classified employee is familiar with the evaluation process, including the performance areas, criteria and indicators, cycle, multi-source feedback or 360-degree input, and evaluation forms.
- 8.3.4 360-Degree Input:
- 8.3.4.1 A minimum of three sources of 360-degree input is required. The primary evaluator is responsible for sending the 360-degree input form to customers or peers, having the information returned directly to the evaluator, and keeping the information confidential. The primary evaluator shall summarize the 360-degree input and incorporate the aggregate summary information into the classified employee's evaluation.
- 8.3.4.2 The primary evaluator shall destroy the completed 360-degree forms to ensure the direct information remains anonymous and confidential.
- 8.3.4.3 The classified employee shall conduct a self-evaluation. This self-evaluation is to be completed as part of the actual evaluation form. The classified employee may request the completed self-evaluation form be submitted with the final performance evaluation and included in his/her personnel file.
- 8.3.5 Evaluation Forms:
- 8.3.5.1 Classified employees shall be evaluated using the job-assignment specific classified evaluation forms.
- 8.3.5.2 If the classified employee is employed in more than one assignment, the primary evaluator may use each job-assignment specific evaluation form or may use one evaluation form which combines both assignments and job-specific criteria.
- 8.3.5.3 Job-specific performance criteria may be changed by the primary evaluator to more accurately reflect each employee's specific job position.
- 8.3.5.4 The specific achievements, goal setting and recommendations, and comments section shall be completed by the primary evaluator.
- 8.3.5.5 The primary evaluator, the classified employee, and the next level administrative manager shall sign and date the form.
- 8.3.5.6 The original completed evaluation shall be sent to Human Resources to be included in the employee's personnel file by the due date.

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

8.3.6 Evaluation Conference:

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

8.3.6.2 The primary evaluator shall have the classified evaluation form completed and ready to review and discuss with the employee.

8.3.6.3 The classified employee shall have the completed self-evaluation form submitted for review and discussion prior to meeting with the primary evaluator.

8.3.6.4 The primary evaluator shall explain and describe each performance rating to the classified employee.

8.3.6.5 The primary evaluator and the classified employee shall mutually agree on the employee's professional goals and shall complete the goal setting section of the classified evaluation during this conference. Any areas marked partially effective require a goal.

8.3.6.6 The primary evaluator shall make a recommendation on the evaluation form which will indicate the overall performance rating of the classified employee.

8.3.6.7 In the event the employee receives a rating that places the employee on Corrective Action Plan, the primary evaluator shall explain to the classified employee the ramifications for being placed on Corrective Action Status (refer to section 8.5).

8.3.6.8 The primary evaluator and the classified employee shall date and sign the classified evaluation form at the close of the conference.

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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 skills required.

- 8.4.2 Effective: An Effective rating shall be given when the classified employee's performance fully meets or exceeds requirements, responsibilities, and expectations of the job and demonstrates mastery of many skills required.
- 8.4.3 Partially Effective: A Partially Effective rating shall be given when a classified employee's performance does not consistently meet job requirements, responsibilities and expectations.
 - 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 a regular written feedback on their performance.
- 8.4.4 Ineffective: An ineffective rating shall be given under the following circumstances when a classified employee's performance does not meet job requirements, responsibilities and expectations:
 - 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.

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 Revised: 04/16

8.5 EMPLOYEES ON CORRECTIVE ACTION PLANS:

- 8.5.1 Corrective Action Plans 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 while on their corrective action plan. Performance on the Corrective Action Plan 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 Plan will be ineligible for any negotiated salary increase or adjustment during the disciplinary period. Upon successful completion of the Corrective Action Plan and return to an effective or highly effective performance rating, 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: 07/00 Revised: 06/10
 Revised: 07/05 Revised: 05/13
 2016-2017 Employee Agreement

ARTICLE 9—EVALUATION OF PRINCIPALS & ADMINISTRATORS

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 expectation 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.

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9.3 THE PROCESS OVERVIEW – SCHOOL BASED ADMINISTRATORS

School based administrators shall receive at least one evaluation that results in a written evaluation report each academic year. The written evaluation report, informed by a body of evidence collected systematically in the months prior, shall rate a

school based administrator as highly effective, effective, partially effective, or ineffective.

9.3.1 Required Measures:

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

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

The process of evaluation will include:

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

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

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

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9.4 THE PROCESS OVERVIEW – CENTRAL OFFICE ADMINISTRATORS

Central Office Administrators shall receive a written evaluation every year.

The written evaluation, informed by a body of evidence collected systematically in the months prior, shall rate a central office administrator as highly effective, effective, partially effective, or ineffective.

9.4.1 Required Measures:

- Input from staff employed in the central office administrator'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 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, staff, 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 strengths and areas of growth.

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

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9.5 EVALUATION OF INDIVIDUAL STANDARDS

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

9.6 SUMMARY EVALUATION

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

9.6.1 Summative Determination

Each evaluation will result in one of the following judgments:

Highly Effective:

The administrator 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 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 performance does not consistently meet job requirements, responsibilities and expectations.

Ineffective:

There is little or no evidence that the administrator 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
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ARTICLE 10: EVALUATION OF LICENSED EMPLOYEES

10.1 PURPOSE AND BELIEFS

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

10.2 EVALUATION PROCESS

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

10.2.4 Evaluators

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

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

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

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

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

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

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

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

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

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

10.2.8 The evaluator and employee being evaluated shall meet to discuss the licensed employee's progress prior to the end of the first semester. Unless there are noted concerns, this conference may be combined with a post-observation

conference. The evaluator shall provide support if concerns are noted in a teacher's performance. The licensed employee may also bring issues about which he or she has concerns at this time.

Revised: 04/16

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

10.2.10 Formal Observations

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

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

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

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

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

10.2.11 Formative Observations

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

10.2.11.2 Frequent formative observations, followed by feedback to the licensed employee, are strongly encouraged. To align with the philosophy of finding evidence of effectiveness and to facilitate continuous improvement, evaluators shall collect and analyze

data on multiple occasions to provide feedback and support to educators on a regular basis.

10.2.12 Summative Evaluation

- 10.2.12.1 After the required number of formal observations and conferences has been completed, every licensed employee shall receive a written summative evaluation report each year using the district evaluation form.
- 10.2.12.2 If the employee being evaluated disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach/upload a written explanation or other relevant documentation he or she deems necessary.
- 10.2.12.3 Copies of the Summative Evaluation Form will be signed by and distributed to the evaluator, the licensed employee, and the appropriate Assistant Superintendent who forwards it to Human Resources where it is filed.

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

10.5.7.1 Upon receiving a Performance Evaluation Rating of ineffective or partially effective an automatic review will take place to determine if:

10.5.7.1.1 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

10.5.7.1.2 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).

10.5.7.2 The review panel will consist of the following: Assistant Superintendent of Elementary or Secondary; the Executive Director of Human Resources; the Director of Research and Evaluation; a building administrator; and a teacher. The teacher and principal will be invited to participate in the review panel process and may bring representation, and may present evidence and artifacts. However, the teacher and principal shall have the right to refuse such invitations without prejudice.

- 10.5.7.3 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

- 10.6.7.1 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.
- 10.6.7.2 The grounds for an appeal shall be limited to the following:
 - 10.6.7.2.2 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
 - 10.6.7.2.3 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).
- 10.6.7.3 Upon receipt of the second consecutive Performance Evaluation Rating of partially effective or ineffective the teacher shall have fifteen (15) calendar days to file the notice of appeal of their rating with the Executive Director of Human Resources. This time requirement may be waived by mutual agreement of both the teacher and the District.
- 10.6.7.4 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.
- 10.6.7.5 At the time the teacher files the notice of appeal, the teacher will select one of the following appeals processes:
 - 10.6.7.5.1 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
 - 10.6.7.5.2 Directly to the Superintendent
- 10.6.7.6 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.

10.6.7.7 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

11.1 TEACHER PREPARATION/PLANNING DAYS IN CALENDAR

11.1.1 Statement of Intent:

The following tenets concerning teacher time should be considered prior to adding additional responsibilities:

- Teaching time provides for very little flexibility during the work day.
- Teaching already requires more than the 40 hours in the standard work week.
- A great deal of time is spent outside of the student contact time in activities such as preparation, assessment, and student safety.
- Licensed staff members are committed to completing their job description in a professional manner.

11.1.2 Scheduling of staff meetings and in-services shall be in accordance to the following:

- All affected staff members will participate.
- The site/staff will be involved in the development and approval of the plan for the site.
- Staff training/in-service plans should include 15 hours of training during the year to qualify for career enhancement credit or the one hour of lane change.
- Staff training/in-service shall not reduce regularly scheduled student contact hours or days.

11.1.3 The use of contract days that are non-student contact days are defined in the chart contained in 11.2.6.

11.1.4 Each site staff, in a shared decision making process, will devise a plan for building planning, staff training, and in-service to address the district strategic plan and building goals.

11.1.5 The following guidelines are to be followed by the sites. For the purpose of communication and planning at sites, faculty, department, team, and grade level meetings should be scheduled and concluded whenever possible during hours from the school day. The term *school day* includes tasks such as teaching assignments, staff meetings, in-service meetings, meetings called by administrative or supervisory personnel, planning periods, staffings, supervisory duties, and parent conferences; including a minimum thirty-minute, duty-free lunch. Typically, a school day begins ½ hour before and ends ½ hour after the normal school schedule unless otherwise determined at the site.

11.1.5.1 Licensed training may at times be deemed necessary by the appropriate district administrator or the Principal. Training offered

outside the normal school day (as defined in 11.1.5) shall be on a voluntary attendance basis and compensated at the then current licensed staff development hourly rate.

- 11.1.5.2 For the purpose of site level staff development in support of district objectives, a site plan will be developed in consultation with the staff. Plans having site/staff commitment will be submitted for approval to an Assistant Superintendent. If the plan is approved, monies will be allocated to the site to allow all participating licensed teachers to be paid at the current staff development rate for the in-services held outside of the school day (as defined in 11.1.5).

Revised: 04/15

Revised: 04/16

11.2 DESIGNATION OF WORK DAYS, CONFERENCE DAYS, IN-SERVICE DAYS, AND EXCHANGE DAYS

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

Definitions

- 11.2.2 Teacher Work Day –These days are reserved for teacher use within his/her building; not available for administrative meetings or assignments; designated teacher work days require teachers to be present at the building in the same time frame and subject to the same leave policies as would apply to a regular teaching day.
- PK-5: August 12*, 17* and 19*, 2016; November 11, 2016; February 24, 2017; May 26, 2017 (half-day)
 - 6-8: August 12* and 17*, 2016; January 9, 2017; May 26, 2017 (half-day)
 - 9-12: August 12*, 2016; January 9, 2017; May 26, 2017 (half-day)
- 11.2.3 Parent Conference /Exchange Days: These days are provided for parent-teacher conferences. Building principals, with input from staff members, may schedule parent-teacher conferences at different times.
- PK-5: October 13 and 14, 2016; April 7, 2017
 - 6-8: October 14, 2016; April 7, 2017
 - 9-12: October 14, 2016; April 7, 2017
- 11.2.4 District/Building In-Service Days: These days are provided for Professional Development (PD), required or optional, offered at the District or Building Level. Teachers not participating in required or optional PD have on-site teacher directed time. Subject to the same leave policies as would apply to a regular teacher day.
- PK-5 In-Service Days: August 15, 2016 – Half of the elementary buildings will have Building Directed time, while the other half attends district trainings, such as the required training for the new math materials. On

August 16, 2016 – the opposite will occur.

- 6-8 In-Service Days: August 15, 2016 – District trainings available including the required training for new math materials. August 16, 2016* - Building Directed In-Service Day.
- 9-12 In-Service Days: August 15, 2016* – Building Directed In-Service Day. August 16, 2016 – District trainings available including the required training for new math materials.

11.2.5 Collaboration Days: These days are provided for building staff to collaborate. Collaboration is defined as people working interdependently toward a common goal for which they are mutually accountable for achieving. Decisions are arrived at utilizing the school's decision making model. Subject to the same leave policies as would apply to a regular teacher day.

- PK-5: August 18, 2016* – full day, Building Directed Collaboration Day; September 23, 2016 and February 20, 2017 are ½ Principal/Building Directed and ½ Teacher Directed.
- 6-8: August 18, 2016*, September 23, 2016 and February 20, 2017 are ½ Principal/Building Directed and ½ Teacher Directed.
- 9-12: February 20, 2017 is ½ Principal/Building Directed and ½ Teacher Directed.

11.2.6 Graphic Representation of Work Days, Conference Days, In-Service Days, and Exchange Days.

Date	Approved 2/18/16 Calendar Description	ES Proposed Use	MS Proposed Use	HS Proposed Use
August 12	PK-12 All teachers on duty Teacher Work Day (no trainings)	PK-12 – All teachers on duty Teacher Work Day (no trainings) *	PK-12 – All teachers on duty Teacher Work Day (no trainings) *	PK-12 – All teachers on duty Teacher Work Day (no trainings) *
August 15	PK-12 District In-Service (All teachers on duty)	In Service Day- Half of the schools will have Building Directed time while the other half attends District Trainings (required trainings for new math materials)	In Service Day – District Trainings Available (including required training for new math materials)	In Service Day – Building Directed*
August 16	PK-12 District In-Service (All teachers on duty)	Opposite of above (8/15)	In Service Day – Building Directed*	In Service Day – District Trainings Available (including required training on new math materials)
August 17	ES (PK-5) Work Day MS (6-8) Collaboration Day High School Transition Day (9th grade only)	Teacher Work Day (no trainings) *	Teacher Work Day (no trainings) *	9th grade transition day
August 18	ES/MS (PK-8) Collaboration Day (No students)	Collaboration Day – Building Directed*	Collaboration Day – Building Directed*	School in Session
August 19	ES (PK-5) Work Day (No students) Middle School Transition Day (6th grade only)	Teacher Work Day (no trainings) *	6th grade transition day	School in Session
September 23	ES/MS (PK-8) Collaboration Day (No students)	Collaboration Day – 1/2 Principal/Building Directed & ½ Teacher Directed	Collaboration Day – 1/2 Principal/Building Directed & ½ Teacher Directed	School in Session
October 13	ES (PK-5) Parent/Teacher Conferences (No students)	Parent Conference/Exchange Day	School in Session	School in Session
October 14	PK-12 Parent/Teacher Conferences (No students)	Parent Conference/Exchange Day	Parent Conference/Exchange Day	Parent Conference/Exchange Day
November 11	ES (PK-5) Work Day (No students)	Teacher Work Day (no trainings)	School in Session	School in Session
January 9	MS/HS (6-12) Work Day (No students)	School in Session	Teacher Work Day (no trainings)	Teacher Work Day (no trainings)
February 20	PK-12 Collaboration Day (No students)	Collaboration Day – 1/2 Principal/Building	Collaboration Day – 1/2 Principal/Building	Collaboration Day – 1/2 Principal/Building

		Directed & ½ Teacher Directed	Directed & ½ Teacher Directed	Directed & ½ Teacher Directed
February 24	ES (PK-5) Work Day (No students)	Teacher Work Day (no trainings)	School in Session	School in Session
April 7	PK-12 Parent/Teacher Conferences (No students)	Parent Conference/Exchange Day	Parent Conference/Exchange Day	Parent Conference/Exchange Day
May 26	Last Day of School	Teacher Work Day (1/2 Day)	Teacher Work Day (1/2 Day)	Teacher Work Day (1/2 Day)
	Total Teacher Work Days	5.5	3.5	2.5
	Total Parent Conference/Exchange Days	3	2	2
	Total District/Building Directed In-Service Days	2	2	2
	Total Collaboration Days	3	3	1

*** Buildings using their decision making process may switch days marked with an asterisk as long as the intent of the approved calendar is met.**

Revised: 04/16

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

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

Revised: 04/15

11.2.7 Literacy testing - Each K-3 teacher who administers literacy assessments will have up to three days of substitutes available to complete assessments. Schools with seven identified students on ILP's in fourth and fifth grade will receive one day of substitute coverage. Schools with more or less than seven students receive substitute coverage on a pro-rated ratio of seven to one.

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

11.3 CONTRACT LENGTH FOR LICENSED STAFF

- 11.3.1 The contract length for first year probationary teachers (P-1s) will be extended by three days during their first year. The additional days are necessary to address Poudre School District orientation and the required state induction program for probationary staff. The probationary teachers will be paid the staff development rate for these additional days that they work.
- 11.3.2 The contract length for second and third year probationary teachers (P-2 and P-3's) and all non-probationary teachers is negotiated annually.

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

11.4 TEACHER PREPARATION TIME

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

Adopted: 07/05
Revised: 08/07

11.5 ELEMENTARY PREPARATION TIME

- 11.5.1 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.
- 11.5.2 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.

11.5.3 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.

11.5.4 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 MIDDLE SCHOOL PREPARATION TIME

11.6.1 A full-time teaching load shall include instructional minutes of 1400 minutes per week, plus or minus 20 minutes to allow for variance in school scheduling models.

11.6.2 A full-time teacher's individual professional plan time shall be 400 minutes per week, plus or minus 15 minutes to allow for variance in school scheduling models. Individual professional plan time is for use by the teacher at his/her discretion.

11.6.3 Master Schedule Plans shall be submitted for approval to the appropriate Assistant Superintendent and Executive Director of Human Resources.

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

11.7 DUTY FREE LUNCH

11.7.1 The lunch period shall be in compliance with current district policy.

11.7.2 All full-time staff members shall be allowed a minimum of thirty (30) minutes duty-free time for lunch as arranged by the supervisor.

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

11.8 COMPREHENSIVE HIGH SCHOOL EMPLOYEES

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

Adopted: 05/12

11.9 TEACHERS WORKING MORE THAN A STANDARD 100% CONTRACT

- 11.9.1 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.
- 11.9.2 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.
- 11.9.3 Candidates for the position shall be informed of the details of this greater than 100% position by the hiring principal.
- 11.9.4 Employee Report recommendations for hire shall be sent to the appropriate Assistant Superintendent by the hiring principal.
- 11.9.5 Compensation for the portion beyond 100% shall be calculated as dictated by the sites schedule.

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

11.10 ACADEMIC FREEDOM AND CONTROVERSIAL ISSUES

- 11.10.1 The Board and PEA recognize that the right of academic freedom is subject to the United States and Colorado Constitutions and interpretive case law, and that under Colo. Const. Art. IX, § 15, the Board is vested with control of instruction in the school district. Within these parameters, academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the community. Discussion and analysis of controversial issues must be conducted within the framework of the fundamental values of the community and the policies, educational philosophy, objectives, and curriculum of the school district.
- 11.10.2 Within the preceding frame of reference and as it pertains to the approved program of studies, academic freedom in the schools is defined as the right: To teach and learn about controversial issues;
- To use materials which are relevant to the levels of ability and maturity of the students and to the purpose of the school system;
 - To maintain a classroom environment which is conducive to the free exchange and examination of ideas;
 - Of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment; and
 - Of teachers to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.
- 11.10.3 Good teaching embodies the art of keeping students on the right track in the search for truth, seeing that they know admitted facts and a variety of opinions, and establishing the habits of logical thinking and opinion formation. Controversial issues may be presented in classes where they are relevant to the program of studies and are presented in a manner as free from bias and prejudice as possible. With these points in mind, the following policy provisions are established:
- 11.10.3.1 Controversial issues arise from conflicts with the interests, beliefs, or affiliations of citizens. Such issues involve important proposals or policies concerning which citizens hold different points of view. Most of the school curriculum is composed of established truths and accepted values. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and free access to information are among our most cherished traditions. Only through the study of such issues, political, economic, or social, does youth develop abilities needed for citizenship in our democracy.
- 11.10.3.2 Without minimizing the importance of established truths and values, Poudre School District shall foster dispassionate, scientific studies of controversial issues in an atmosphere as free as possible from bias and prejudice.

- 11.10.3.3 The teacher shall strive to serve as an impartial moderator and shall not attempt, either directly or indirectly, to limit or control the judgment of his other pupils on controversial issues. The teacher shall foster the study of such issues rather than teach a particular viewpoint in regard to them.
- 11.10.3.4 The pupil shall have the right to study an issue in accordance with his or her maturity and shall have the right of free access to all relevant materials. The pupil shall have the right to study under competent instruction in an atmosphere free from partisanship to express his or her own opinions on controversial issues without jeopardizing his or her relationship with his or her teachers or the school.
- 11.10.3.5 The rights of students, parents, and teachers shall be respected. If complaints arise regarding educational materials, subject matter, or methodology, they shall be handled by a fair and orderly process within a reasonable period of time. District personnel or the Board of Education, individually or collectively, who receive complaints shall not give formal consideration to said complaints until they have been addressed in the following manner:
- a. If the complaint is lodged directly with the teacher, an immediate dialogue between the teacher and the complainant is encouraged, with the hope that the concern may be resolved at that level with no further action necessary.
 - b. If the complaint is lodged with other than the teacher or an administrator, the matter shall be immediately referred to the teacher and the building principal.
 - c. The first effort of a principal or other administrator in dealing with a complaint shall be to allow the teacher involved to seek resolution of the concern, with or without the involvement of the principal as circumstances may indicate.
 - d. If attempts at informal resolution of the complaint are unsuccessful, the complainant shall file a formal written complaint with the District after which a hearing shall be held involving the complainant, the teacher, the principal or other administrator, and other appropriate parties. Every reasonable effort shall be made to settle the matter at this level.
 - e. If further consideration is necessary, the complaint shall

be referred to the appropriate district administrator and a decision shall be made as to whether or not temporary restrictions shall be placed on the use of the materials, subject matter, or methodology pending resolution of the concern.

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

Revised: 04/15

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

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

11.11 STUDENT DISCIPLINE

11.11.1 District administration will ensure that each building has a clearly defined and well-publicized student discipline procedure and that building administrators support teachers in their efforts to implement said policies.

Adopted: 11/92
Revised: 04/15

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 There is agreement to allow classified employees holding a teaching license or a substitute authorization to be used as an emergency substitute within their building when the district substitute coordinator determines that a substitute cannot be found for a position. The classified employee will receive both his/her regular classified wages as well as the licensed substitute rate for that period of time they act as the emergency substitute if the classified employee's position is not backfilled.

Licensed special education absences that would be best served by allowing the licensed special education paraprofessional to fill the absence may be prearranged between the school office manager and district substitute coordinator. The special education paraprofessional will receive the higher of the two wages, either the licensed substitute wage or the classified employee's normal wage. The district substitute coordinator may give special permission to not dock the classified employee's leave time in the event the special education paraprofessional position is not backfilled

12.1.4 When a supervisor of a student teacher becomes an in-house substitute during an emergency shortage, the supervisor will receive substitute pay.

12.1.5 Compensation shall reflect the currently negotiated amount. A One-Time Pay form is available to document and compensate these assignments.

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*
2016-2017

TIER 1 \$50	TIER 2 \$100	TIER 3 \$200	TIER 4 \$300	TIER 5 \$400
Talent Show Lead (1)	Art Show (1)	OM Coordinator (1)	ECO Week Overnight (up to 5)	Music (1)
Scheduling (up to 5)	District Track Meet (1)	Student Council (up to 2)	Site Based Decision Team-Ex: IB, Core, etc. (Up to 8)	
Crisis Response Team lead (1)	Chess Club (1)	Wellness Clubs-Ex: Running, biking, intramural (1 per club up to 5 per school)	MTSS team members (up to 5)	
	Math Club – example Mighty Math (1)			
Staff Activities Members (up to 2)	Geography Bee (1)	Yearbook (1)		
Wellness Committee Lead (1)	Spelling Bee (1)	School Accountability Team (up to 2)		
Extra Duty Lead Coordinator (1)	Science Olympiad (1/10 ratio up to 3)	PTO Member (up to 2)		
	Science Club (1)	School wide culture Team-Ex: PBIS (up to 4)		
	Lego Robotics (1/10 ratio up to 3)	Misc. Leadership (up to 2)		
	Art Club (1)	Newsletter (1)		
	Music Club (1)	Webmaster (1)		
	Science Fair (up to 2)			
	Tutoring (up to 3)			
	Foreign Language Club (1)			
	Tech Team Committee (up to 6)			
	Kindergarten Registration (up to 4)			
	Misc. Enrichment Clubs (1 per club up to 3 per school)			
	Staff Activities Lead (1)			

*2016/2017 will be a pilot year for the Elementary Extra Duty Salary Schedule and will be reviewed during the 2016/2017 Negotiations Process.

Article rewritten: 05/16

12.3 ELEMENTARY TEACHER EXTRA DUTY PAY CRITERIA

12.3.1 Criteria

Any Elementary Teacher Extra Duty Pay must follow these criteria:

- 12.3.1.1 Activities must be above and beyond what the staff has determined to be part of the building job description (i.e., things such as regular staff meetings, classroom set up, parent conferences, or parent contacts would not count.)
- 12.3.1.2 Activities must directly benefit students/parents or add to the professionalism of the building.
- 12.3.1.3 Anything for which one already receives compensation through time or money does not count.
- 12.3.1.4 Anything for which an individual receives credit hours does not count.
- 12.3.1.5 Plan time and duty free lunch given towards extra duty may be compensated
- 12.3.1.6 Only licensed teachers will be eligible for this money.

Adopted: 05/96 Revised: 05/97 Revised: 08/07
Revised: 03/09 Revised: 05/16

12.4 COMMUNICATING CHANGES TO EXTENDED CONTRACTS

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

Adopted: 07/00

12.5 HIGH SCHOOL DEPARTMENT LEADER EXTRA DUTY PAY

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

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

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

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

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

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

Large Department Leaders:

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

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

Small Department Leaders:

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

If 3.0 or more FTEs in a Department:

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

If fewer than 3.0 FTEs in a Department:

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

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

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

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

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

12.7 CALCULATION OF EXTENDED CONTRACT PAY

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

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

Example:

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

Adopted: 0 5/97 Revised: 09/97 Issues Resolution Process
Revised: 07/00 Revised: 08/06 Revised: 08/07
Revised: 03/09

12.8 EXTENDED CONTRACT FOR ELEMENTARY MEDIA SPECIALISTS

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

Adopted: 11/92
Revised: 03/09

12.9 BENEFITS

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

12.9.2 It is the policy of the Board of Education that provision for appropriate benefits, such as various forms of insurance and negotiated agreements,

shall be included in compensation provisions for staff. The Public Employees' Retirement Association (PERA) retirement plan, worker's compensation, and other forms of benefits and insurance shall be provided as required by law.

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

Revised: 04/16

12.9.3.1 Summary of District Contributions

Plan	Full-time employee	Part-time employee
EPO	District contributes up to \$6252 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$5484 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
PPO-1	District contributes up to \$6252 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$5484 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
PPO-2	District contributes up to \$5484 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$5484 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
Dental	District contributes up to \$480 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$480 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.
Life Insurance	District contributes up to \$75.00 per year for \$50,000 policy. Optional coverage is available for employee, spouse, domestic partner, partner in a civil union and children. Employee pays 100% for any dependent coverage elected.	District contributes up to \$75.00 per year for \$50,000 policy. Optional coverage is available for employee, spouse, domestic partner, partner in a civil union and children. Employee pays 100% for any dependent coverage elected.

12.9.4 Details concerning eligibility and coverage are contained in separate booklets and other materials available to employees. The Plan Document & Plan Summary or the insurance policy for each specific plan exclusively

governs employee's rights regarding the insurance.

- 12.9.5 Except as required by law, life, health, dental, and other benefits are not provided to substitute, temporary, or contract employees.
- 12.9.6 Other optional benefits and payroll deductions may be available for staff who wish to participate.

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

12.10 LANE CHANGES/PROFESSIONAL GROWTH

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

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

- 12.10.6.1.1 Courses in the subject area in which the licensed employee is currently assigned or has been assigned, or courses related to the staff member's current or past assignment, or courses in a general education or interdisciplinary area; and
 - 12.10.6.1.2 Courses taken after the receipt of the initial educator license; and
 - 12.10.6.1.3 Courses taken after the conferral of the highest degree awarded.
- 12.10.6.2 Or undergraduate courses, with prior approval, taken through a regionally accredited college or university with a grade of C- or better that are:
- 12.10.6.2.1 Courses related to the staff member's current or past assignment, or
 - 12.10.6.2.2 Spanish courses, or
 - 12.10.6.2.3 Technology courses.
- 12.10.6.3 Or applicable Poudre School District professional development courses.
- 12.10.7 Specialized Service Professionals (SSP) Professional Development for Lane Change Credit includes Audiologists; Counselors; Mental Health Specialists; Nurses; Occupational Therapists; Physical Therapists; School Psychologists; School Social Workers; Speech/Language Clinicians; and Vision Mobility Specialists.
- 12.10.7.1 Professional development opportunities for SSPs will include those courses sanctioned/endorsed by the SSPs state or national professional organization and/or other PD opportunities approved by the Director of Integrated Services or the Director of Student Services prior to the SSP taking the professional development course for lane change credit.
 - 12.10.7.2 Following the completion of the professional development opportunity described above, the SSP will submit to the Director of Integrated Services or the Director of Student Services the following: completion certificate with contact hours; a copy of the conference program; and the SSP Professional Development Lane Change Credit form.
 - 12.10.7.3 Upon approval from the Director of Integrated Services or the Director of Student Services, the SSP will then submit the following to Human Resources for lane change credit: PSD Lane Change form; completion certificate from all professional development described above; copies of programs from each professional development opportunity described above; the SSP Professional Development Lane Change Credit form signed by the SSPs respective Director.
 - 12.10.7.4 Professional development opportunities for SSPs may also include courses that are offered outside PSD and that the Director of Integrated Services or the Director of Student Services requests that the SSP attend.

12.10.7.5 Professional development for lane change for SSPs will be available for courses taken during the SSPs employment with Poudre School District.

12.10.8 Lane Change/Salary Adjustment Timeline

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

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

12.11 ADMINISTRATOR PROFESSIONAL GROWTH ALLOWANCE

12.11.1 The allowance for all administrators will be \$1,700 annually. These monies will be available July 1st of each year. A member can carry over a maximum of \$1,700 into the next year.

12.11.2 This allowance may be used for the following areas:

- Tuition
- Conference fees
- Job-related travel
- Professional dues
- Subscriptions to professional magazines
- Equipment purchases

12.11.3 Any software and/or equipment, including technology-related equipment (e.g., PCs, notebook computers, cameras, printers, laptop computers, tablets, PDAs, televisions, etc.), purchased with professional growth monies is the property of Poudre School District and shall remain the property of Poudre School District upon the employee's termination, resignation, or retirement.

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

12.12 RETRAINING

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

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

12.13 FAIR LABOR STANDARDS ACT (FLSA) COMMUNICATION

Principals and all Department Directors will be responsible for ensuring that licensed and classified employees under their supervision receive annual communication and education regarding federal law and district policy on FLSA. Emphasis will be placed on the requirements for compensable hours for classified employees. In addition, the law and district policy will be presented at appropriate training opportunities during each school year including during new employee orientations. Penalties for non-compliance may include disciplinary action for those responsible and site-based budget reductions.

Adopted: 08/06

12.14 CLASSIFIED SALARY SETTING PROCEDURE

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

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

12.15 CLASSIFIED PROFESSIONAL GROWTH PROGRAM

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

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

12.16 CLASSIFIED STAFF PROFESSIONAL DEVELOPMENT

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

Adopted: 07/05
Revised: 04/16

12.17 CALENDAR ADJUSTMENTS

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

Adopted: 08/06
Revised: 03/09

12.18 CLASSIFIED EMPLOYEE PROCEDURE WHEN DISTRICT IS CLOSED FOR HOLIDAYS

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

Adopted: 08/06
Revised: 03/09

12.19 CAREER INCENTIVE

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

Adopted: 05/95
Revised: 07/00

12.20 INVOLUNTARY CLASS COVERAGE

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

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

ARTICLE 13—LEAVES OF ABSENCE

13.1 SHORT TERM LEAVE TIME PROCEDURES AND ELIGIBILITY

- 13.1.1 Paid leave time will be treated as continuous employment. Employees with a scheduled work assignment are eligible for leave time according to the following schedule unless excluded in Article 13.1.4:
 - 13.1.1.1 Eligible Licensed Teachers: Flexible Leave Time, Sick Leave Time, and Professional Leave Time. (Exception: see 13.4 for sick leave information unless excluded in Article 13.1.4)
 - 13.1.1.2 Eligible Classified and Administrative Employees: Holidays, Personal Leave Time, Religious Observance Leave Time, Sick Leave Time, Unavoidable Absence and Community Service Leave Time unless excluded in Article 13.1.4).
 - 13.1.1.3 Eligible Full Time Classified Employees (see Article 2-Definitions) and eligible Full Time administrators: Floating Holidays
 - 13.1.1.4 Eligible 12-month Classified and Administrative employees: Vacation
 - 13.1.1.5 All eligible employees: Additional Authorized Absences with Pay, Additional Authorized Absences Without Pay, Bereavement Leave Time, Jury Duty / Witness Leave Time.
- 13.1.2 The accrual rate for all employees will be on an hourly basis.
- 13.1.3 Eligibility is based on the hours or percentage of the current assignment, not a combination including former or future assignments.
- 13.1.4 Excluded from eligibility are partners, student teachers, exchange teachers, Poudre School District students, substitutes, summer temporary assignments, extra-duty assignments, and extended contract assignments.
- 13.1.5 The annual allotment will be granted on August 1 of each year for current employees. An eligible employee hired during the contract year rather than at the beginning of the contract year will have leave time accrued as a percentage of total time worked.
- 13.1.6 The following periods will be used for leave time:
 - 13.1.6.1 The annual leave year for all employee leave time shall be July 16 through July 15.

- 13.1.6.2 Leave time must be taken and reported by July 15 of each year to be counted towards the current year's leave balance. Time taken and/or reported July 16 or later will be counted towards the following year's leave balance.
- 13.1.7 At their discretion, supervisors may require leave time requests to be made in writing. Any employee who will be out 15 working days or longer will be required to apply for a leave of absence if eligible.
- 13.1.8 Leave time may be used immediately upon employment, although an employee who resigns or terminates employment with any type of leave deficit will be docked on the final paycheck for the leave used but not earned.
- 13.1.9 Loss of leave time will occur upon termination of all eligible assignments. If the employee is re-hired within 30 working days of termination, accrued time will be reinstated.
- 13.1.10 A classified employee who has transferred from a less than 12-month position to a 12-month position shall have years of service converted to 12-month service for the purpose of determining vacation leave accrual.
- 13.1.11 Employees may not exceed the amount of projected leave in one category without being docked salary, except as otherwise stated in these procedures.
- 13.1.12 It is understood that administrators are expected to work beyond the 40-hour work week. It is understood and agreed that the job of administrator both requires and makes possible a flexible work schedule in lieu of standard work hours. This flexible work schedule is in recognition of the fact that administrators are required to attend many after hour meetings and activities as well as working extensive weekend and night hours to perform their duties. The administrator's supervisor must be informed of significant changes to an administrator's workweek and availability.

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 Revised: 07/02 Revised: 07/03 Revised: 07/04
 Revised: 08/06 Revised: 08/07 Revised: 05/08
 Revised: 05/14 Revised: 04/16

13.2 REPORTING LEAVE TIME

- 13.2.1 Accounting of leave time for all employees will be reported on an hourly basis.
- 13.2.2 Accounting for leave time for licensed teachers in no way correlates to actual time worked. It is intended for the ease in tracking of leave time only.

- 13.2.3 Accounting of leave time for classified employees and administrators will be reported on an hourly basis.

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

13.3 FLEXIBLE LEAVE TIME (PAID – LICENSED TEACHERS)

- 13.3.1 All eligible employees will accrue flexible leave time equivalent to approximately ten days per year. Time will accrue in hours based on eligible assignments. Hours will be rounded for administrative purposes.
- 13.3.2 Any flexible leave time not used at the end of a school year will transfer to the employee's personal sick leave time accrual at a rate of 1.5 times the unused balance. This transferred leave time may be used under the same guidelines as any other sick leave time. (Article 13.4)
- 13.3.3 Use of flexible leave time may be requested at the employee's discretion for illness, professional or personal reasons. An absence for any reason will be charged to flexible leave time first until all projected flexible leave time is utilized. After flexible leave time is exhausted, the employee may use accumulated sick leave time available based on the guidelines provided for in Sick Leave Time (Paid-Licensed) (Article 13.4).
- 13.3.4 Requests for use of flexible leave time must be submitted to the employee's supervisor within five days prior to the use of the time, with the exception of employee or family illness. Prior approval is not required for sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.
- 13.3.5 Days immediately preceding or following vacation days and school holiday periods are not intended for flexible leave, unless the activity cannot be scheduled at any other time.
- 13.3.6 Requests for flexible leave time may be denied by the supervisor based on projected high substitute usage days as determined by the Executive Director of Human Resources and/or based on total expected absences for the site or district.
- 13.3.7 If a request for flexible leave time should be denied by the site manager because of high usage days or because the day precedes or follows a vacation or holiday, the employee may petition the appropriate Assistant Superintendent's office for approval.
- 13.3.8 There is no reimbursement for Flexible Leave Time upon separation of employment.

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Revised: 07/04 Revised: 07/05 Revised: 08/07
Revised: 05/08 Revised: 05/12 Revised: 04/15

13.4 SICK LEAVE TIME (PAID—LICENSED TEACHERS)

- 13.4.1 All eligible employees will accrue sick leave time as follows:
(Hours will be rounded for administrative purposes.)
A teacher in the first year of service will accrue sick leave time equivalent to approximately 5 days per year. A teacher in the second year of service will accrue sick leave time equivalent to approximately 3 days per year. A teacher in the third or greater years of service will accrue NO sick leave time except as stated in the Flexible Leave Time benefit (Paid-Licensed) (Article 13.3).
- 13.4.2 First, second, and third years of service are defined as consecutive years of service (excluding temporary or substitute employment) in which the eligible employee worked 90 consecutive working days, or one semester, or more and where there was not a break in service from one school year to the next. If the employee is re-hired within 30 working days of termination of contract, accrued time will be reinstated and no break in service will occur for leave time accrual purposes. Loss of leave time will occur upon a break in service. First, second or third years do not refer to and may be different from probationary or continuing contract status definitions.
- NOTE EXCEPTION: Teachers in a work assignment of 90 consecutive working days or one semester will accrue sick leave time equivalent to approximately one day per month of employment.
- 13.4.3 Use of sick leave is allowed in case of injury, illness, or disability to the employee or a member of the employee's immediate family. For this purpose, "immediate family" is defined as the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent or custodial elder; and grandchild.
- 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.
- 13.4.4 Unused sick leave time is carried forward from year to year with no limitation on the number of hours accrued.
- 13.4.5 Prior approval is not required for sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.
- 13.4.6 There is no reimbursement for sick leave upon separation of employment from the district except in programs that may be provided by the licensed group.

13.5 PROFESSIONAL LEAVE TIME (LICENSED TEACHERS)

- 13.5.1 Eligible licensed employees on the Teacher's Salary Schedule may be allowed professional leave time budgeted by a school building. School location professional leave time will be used as determined by the principal in consultation with the teaching staff.
- 13.5.2 All requests for professional leave must be in writing and presented to the principal at least five (5) days in advance of the absence. Days immediately preceding or following vacation days and school holiday periods are not intended for professional leave, unless the activity cannot be scheduled at any other time.

Adopted: 11/92 Revised: 05/95 Revised: 05/96
Revised: 08/07

13.6 COMMUNITY SERVICE LEAVE TIME (CLASSIFIED AND ADMINISTRATIVE)

- 13.6.1 A community service leave day is available for use of delegates wishing to attend a convention or meeting representing local community organizations. A written request should be submitted to the office of the Executive Director of Human Resources well in advance of the absence date.

Adopted: 11/92
Revised: 05/96

13.7 FLOATING HOLIDAYS (PAID CLASSIFIED AND ADMINISTRATIVE)

- 13.7.1 The equivalent of approximately three floating holidays are granted annually to all classified and administrative employees with the approval of the employee's supervisor. Time will accrue in hours based on assignments. The number of days may change each year in accordance with the annual district calendar and other scheduled holidays. One Floating Holiday will be added for each work day when the calendar has more than 260 work days in a contract year. Floating holidays may be used in conjunction with vacation leave or school holidays.
- 13.7.2 Floating holidays must be taken on a scheduled work day, except for Food Service Department and Transportation Department employees who may use their floating holidays during school vacation periods.
- 13.7.3 Unused floating holidays will be transferred to the employee's sick leave time accrual at the rate of 1.5 times the unused balance at the end of the annual accrual period. This transferred leave time may be used under the same guidelines as any other sick leave time (Article 13.11).
- 13.7.4 There is no reimbursement for Floating Holidays upon separation of employment.

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13.8 HOLIDAYS (PAID CLASSIFIED AND ADMINISTRATIVE)

- 13.8.1 Twelve (12) paid holidays (including floating holidays) are granted to all eligible 12-month employees.
- 13.8.2 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.
- 13.8.3 All classified employees working less than a 260-day assignment receive Thanksgiving and Christmas day as a paid holiday if the holiday falls within their eligible assignment.

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

13.9 PERSONAL LEAVE TIME (PAID CLASSIFIED AND ADMINISTRATIVE)

- 13.9.1 All eligible employees will accrue personal leave time equivalent to approximately one day for each year of assignment. Hours will be rounded for administrative purposes. Time will accrue in hours based on eligible assignments.
- 13.9.2 Personal leave time is granted for an absence necessitated by legal, business, family, voluntary civic duties, religious, or personal matters not normally covered by other paid leave. Personal leave is not intended for recreational purposes. Days immediately preceding or following vacation days and school holiday periods are not intended for personal leave use.
- 13.9.3 Unused personal leave time is cumulative to the equivalent of 5 personal days maximum except that only 3 consecutive days may be used at one time. If an employee should accumulate more than the maximum hours, those in excess shall be automatically transferred to the employee's sick leave accrual at a rate of 1 for 1.
- 13.9.4 There is no reimbursement for Personal Leave Time upon separation of employment.

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Revised: 05/01 Revised: 07/04 Revised: 07/05

13.10 RELIGIOUS OBSERVANCE LEAVE TIME (CLASSIFIED AND ADMINISTRATIVE)

- 13.10.1 Personal leave days may be used for religious observance. Days used beyond personal days may be granted but will be docked days.

Adopted: 11/92
Revised: 05/96

13.11 SICK LEAVE TIME (PAID - CLASSIFIED AND ADMINISTRATIVE)

- 13.11.1 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.
- 13.11.2 Use of sick leave is allowed in case of injury, illness, or disability to the employee or a member of the employee's immediate family, for this purpose "immediate family" is defined as the employee's child or custodial child; spouse, partner in a civil union, or domestic partner; sibling; parent or custodial elder; and grandchild.
- 13.11.3 In addition, up to six weeks of sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of sick leave must begin on the day of placement.
- 13.11.4 Unused sick leave time is cumulative from year to year with no limitation on the number of hours accrued.
- 13.11.5 Prior approval is not required for sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.
- 13.11.6 Any Floating Holiday Time (Article 13.3) not used at the end of the annual accrual period will transfer to the employee's personal sick leave time at the rate of 1.5 times the unused balance. This transferred leave time may be used under the same guidelines as any other sick leave time.
- 13.11.7 There is no reimbursement for sick leave upon separation of employment from the district except as otherwise provided in procedure.

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Revised: 05/13 Revised: 05/14 Revised: 04/15

13.12 UNAVOIDABLE ABSENCE (CLASSIFIED AND ADMINISTRATIVE)

- 13.12.1 In the event of an unavoidable absence as a result of an emergency, an employee may apply for one (1) leave day per year. The absence must be reported in writing to the Executive Director of Human Resources, describing the nature of the emergency and attempts made by the employee to avoid the absence.
- 13.12.2 If the absence is accepted as an emergency situation, the absence will be charged to the employee's personal leave time. If the employee's personal leave time has already been used, the salary deduction made will be based upon the current substitute rate of pay.

- 13.12.3 If the emergency absence request is not accepted, the employee will be docked for the time missed.

Adopted: 11/92
Revised: 05/95
Revised: 05/96

13.13 VACATION (CLASSIFIED AND ADMINISTRATIVE)

- 13.13.1 Paid vacation time is earned by all 12-month employees.
- 13.13.2 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.
- 13.13.3 Paid vacation leave for classified employees is accrued in hours based on eligible assignments at the following rates:
 - 13.13.3.1 1 through 5 years of employment: leave time equivalent to approximately 10 working days per year.
 - 13.13.3.2 6 through 10 years of employment: leave time equivalent to approximately 15 working days per year.
 - 13.13.3.3 11 years of employment and over: leave time equivalent to approximately 20 working days per year.
 - 13.13.3.4 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.
- 13.13.4 Paid vacation leave for administrators is accrued in hours based on eligible assignments at the following rate:
 - 13.13.4.1 1 year of employment and over: leave time equivalent to 20 working days per year.
 - 13.13.4.2 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.

- 13.13.5 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.

13.13.6 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.

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

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Revised: 07/04 Revised: 07/05 Revised: 08/06
Revised: 08/07 Revised: 05/08

13.14 ADDITIONAL AUTHORIZED ABSENCES WITH PAY

13.14.1 Snow Days

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

- a. WHEN non-exempt classified employees ARE REQUIRED TO WORK WHEN SCHOOLS ARE CLOSED BECAUSE OF SNOW OR OTHER HAZARDS AND THE SCHOOL CLOSURE IS AUTHORIZED BY THE SUPERINTENDENT, THESE NON- EXEMPT CLASSIFIED EMPLOYEES will be paid their regular wage for all hours under 40 worked in the workweek and their overtime rate for any hours worked over 40 in the workweek in accordance with the Fair Labor Standards Act. In addition, they will be given time off at a one-to-one hourly ratio commensurate with their regularly scheduled work day. Employees must schedule the use of comp time with their supervisor.
- b. Exempt classified employees will not receive additional pay or comp time for any additional hours worked WHEN SCHOOLS ARE CLOSED BECAUSE OF SNOW OR OTHER HAZARDS AND THE SCHOOL CLOSURE IS AUTHORIZED BY THE SUPERINTENDENT OR WHEN SCHOOLS ARE CLOSED FOR AN EMERGENCY.

13.14.1.2 Any other absence due to inclement weather or road conditions must be submitted as unavoidable absences.

Revised: 04/15

13.14.2 School Business

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

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13.15 ADDITIONAL AUTHORIZED ABSENCES WITHOUT PAY

- 13.15.1 For any approved absence not covered with previous leave time, full deduction will be made for each day's absence. Additional authorized absences must be approved by the supervisor prior to the absence.

Revised: 5/96

13.16 BEREAVEMENT LEAVE TIME

- 13.16.1 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.
- 13.16.2 Absence necessitated due to a death of someone in the employee's family other than a member of the immediate family as described above may be given the same consideration as a death in the immediate family upon approval from the employee's immediate supervisor. If the employee is not approved for Bereavement Leave Time, the employee may appeal to the Executive Director of Human Resources or his/her designee. If the appeal is denied, the employee may use unused personal leave time, sick time, licensed flextime, floating holiday leave time or vacation time (please refer to appropriate articles on leave time for specifics).
- 13.16.3 Classified or administrative employee absences that extend beyond five days due to a death in the family will be charged to the employee's sick leave up to an additional 10 days. Licensed teacher employee absences that extend beyond five days due to a death in the family will be charged to the employee's flexible leave time up to an additional ten days. If no flexible leave time is available, then the absence will be charged to sick leave. The combination of flexible leave time and sick leave cannot exceed an additional 10 days. For any absence that extends beyond 15 days, an employee must request and be approved for a leave of absence under district policy (Family Leave of Absence 13.18; Medical Leave of Absence 13.20; or Personal Leave of Absence 13.22).

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Revised: 05/08 Revised: 05/13 Revised: 05/14
Revised: 04/15

13.17 JURY DUTY/WITNESS LEAVE TIME

- 13.17.1 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. Absences in excess of 15 days will need approval from the Executive Director of Human Resources.

- 13.17.2 The employee is not required to reimburse the district for compensation for testifying or jury duty and takes no reduction in salary.

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Revised: 05/96
Revised: 08/07

13.18 FAMILY LEAVE OF ABSENCE (UNPAID)

- 13.18.1 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. If the family leave is requested for the terminal illness of a spouse, domestic partner, partner in a civil union or child including custodial children, the employee must have completed 12 months of continuous service.

- 13.18.2 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 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.

- 13.18.3 A leave must be requested if an absence is expected to extend beyond 15 working days.

- 13.18.4 Employees may be eligible for benefits other than those stated in this agreement as provided by the Family and Medical Leave Act of 1993.

- 13.18.5 Use of paid sick leave time may be available as described in Article 13.4, Article 13.11, Sick Leave or Article 13.19, Leave Benefit to care for a terminally ill spouse, partner in a civil union, or domestic partner, or child including custodial children.

- 13.18.6 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.

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

- 13.18.8 The Executive Director of Human Resources will make recommendations to the Board of Education in regard to licensed and administrative leave

requests. Leaves for licensed and administrative positions will require approval by the Board of Education.

- 13.18.9 Following approval of a family leave, a leave agreement between the employee and the district will be generated. An employee on family leave must notify Human Resources in writing as prescribed by the written leave agreement. Should an employee wish to extend a family leave, the employee must present this request in writing to the Executive Director of Human Resources or designee in accordance with the timeline established in the leave agreement. Leaves of absence beyond one year will be extended only under unique circumstances. Failure to request this extension or failure to respond as prescribed in the written leave agreement will automatically terminate the leave of absence at the end of the original leave period. A request for an extension of leave must follow the same original approval process.
- 13.18.10 Any leave of absence or combination of leaves of absence may not extend beyond two complete school years, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.18.11 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.
- 13.18.12 While on family leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.

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Revised: 05/98 Revised: 07/00 Revised: 07/03
Revised: 07/04 Revised: 07/05 Revised: 08/07
Revised: 05/14

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

- 13.19.1 Poudre School District will offer a paid leave benefit for employees who have a need to care for a terminally ill spouse, domestic partner, partner in a civil union or child including custodial children. Employees are eligible for the benefit on the first of the month following their hire date in an eligible position(s) and who have 15 or more scheduled hours per week in that position(s).
- 13.19.2 Benefit – The leave benefit will pay 70% of earnings up to \$1,000 per week.
- 13.19.3 Approved Days – Leave shall be granted for any absence that meets the following criteria:
 - a. Spouse, partner, or child as defined in 13.19.1 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 13.19.1. Partial days of absence must meet the equivalent of 15 full workdays before the employee is eligible for the leave benefit.

13.19.4 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 13.19.1 (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

13.19.5 Limitations

- a. Approved time will be given only after the employee has used all his/her projected available sick leave and flexible or floating holiday leave.
- b. The Maximum Benefit Period is the greater of:
 - 90 working days
 - The exhaustion of projected sick and flex/floating leave time
- c. If you are able to return to work during the Maximum Benefit Period then become eligible for this leave benefit again for the same terminally ill spouse, partner or child as defined in 13.19.1, you will be eligible for the leave benefit without having to meet the 15-day Waiting Period.

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

13.20 MEDICAL LEAVE OF ABSENCE (UNPAID)

- 13.20.1 An employee who has completed 12 months of continuous service from employment or re-employment in any position (excluding substitute or temporary positions) is eligible for a medical leave of absence.
- 13.20.2 Medical leave may be requested due to an employee's serious health condition only, and must be requested if an illness or medical disability extends beyond 15 working days.
- 13.20.3 Employees may be eligible for benefits other than those stated in this agreement as provided by the Family and Medical Leave Act of 1993.
- 13.20.4 Use of paid sick leave time may be available as described in Article 13.11 or

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.

- 13.20.5 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.
- 13.20.6 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.20.7 The Executive Director of Human Resources will make recommendations to the Board of Education in regard to licensed teacher and licensed administrator leave requests. Leaves for licensed teacher and licensed administrator positions will require approval by the Board of Education.
- 13.20.8 Following approval of a medical leave, a leave agreement between the employee and the district will be generated. An employee on medical leave must notify Human Resources in writing as prescribed by the written leave agreement. Should an employee wish to extend a medical leave, the employee must present this request in writing to the Executive Director of Human Resources or designee in accordance with the timeline established in the leave agreement. Leaves of absence beyond one year will be extended only under unique circumstances. Failure to request this extension or failure to respond as prescribed in the written leave agreement will automatically terminate the leave of absence at the end of the original leave period. A request for an extension of leave must follow the same original approval process.
- 13.20.9 Any leave of absence or combination of leaves of absence may not extend beyond two complete school years, following a partial school year. A 260-day employee may not be on leave longer than 24 months.
- 13.20.10 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.
- 13.20.11 While on medical leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.
- 13.20.12 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.

13.21 MILITARY OR OTHER GOVERNMENT ASSIGNMENT LEAVE

- 13.21.1 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.
- 13.21.2 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.
- 13.21.3 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.
- 13.21.4 Colorado Revised Statute 28-3-601 Public Employees—Annual Military Leave
- 13.21.4.1 Subject to the conditions prescribed in sections 28-3-601 to 28-3-607, any officer or employee of the state or of any political subdivision, municipal corporation, or other public agency of the state who is a member of the National Guard or any other component of the military forces of the state organized or constituted under state or federal law or who is a member of the reserve forces of the United States, organized or constituted under federal law is entitled to leave of absence from his public office or employment without loss of pay, seniority, status, efficiency rating, vacation, sick leave, or other benefits for all the time when he is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding fifteen days in any calendar year. Such leave shall be allowed if the required military service is satisfactorily performed, which shall be presumed unless the contrary is established.
- 13.21.4.2 Such leave shall not be allowed unless the officer or employee returns to his public position immediately on being relieved

from such military service and not later than the expiration of the time limited in subsection (1) of this section for such leave, or is prevented from so returning by physical or mental disability or other cause not due to his own fault, or is required by proper authority to continue in such military service beyond the time limited in section (1) of this section for such leave.

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

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

13.21.6 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

13.22 EXTENDED LEAVES (UNPAID)

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

13.22.2 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.

13.22.3 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.

- 13.22.4 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.22.5 The Executive Director of Human Resources or designee will make recommendations to the Superintendent in regard to licensed teacher or administrator leave requests. Leaves for licensed teacher or licensed administrator positions will require approval by the Board of Education.
- 13.22.6 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 prescribed by the written leave agreement.
- 13.22.7 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.
- 13.22.8 An extended leave may not be granted, when combined with other leaves of absence, if the leave would exceed two complete school years following a partial school year. A 260-day 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 enrichment leave of absence.
- 13.22.9 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. 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.
- 13.22.10 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

13.23 SABBATICAL LEAVE OF ABSENCE -LICENSED TEACHING STAFF-Suspended for 2016/2017

The Board of Education intends that Sabbatical Leave be granted as a means by which teachers may improve their skills and abilities as professional educators and thus benefit the district. Sabbatical Leaves are different from other leaves of absence in that they may be granted with pay and continued health and dental coverage paid by the district for the employee, and therefore are more selective, with more specific requirements. Availability and amount of compensation, which will be offered in the following fiscal year, may be determined during the negotiations process.

- 13.23.2 Sabbatical Leave may be granted for the following purposes:
- 13.23.2.1 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.
 - 13.23.2.2 A specific plan for independent study or research, supporting the professional growth of the applicant and/or needs of the District.
- 13.23.3 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.
- 13.23.4 The Sabbatical Leave Committee shall be a sub-committee of the PEA Staff Development Committee, to include representation from elementary, middle and senior high, and the Executive Director of Human Resources, or his or her designee. The Human Resource representative will serve as the coordinator and facilitator and will be a non-voting member. The district's Benefit Manager will also sit on the committee as a non-voting member. The President of the Poudre Education Association will serve as a resource and non-voting member of the committee. In addition, the Sabbatical Leave Committee may invite other district staff as resources in reviewing applications. These invitees will not have a vote. The Sabbatical Leave Committee will meet to review all applications for Sabbatical Leave and make appropriate recommendations to the Executive Director of Human Resources.
- 13.23.5 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.
- 13.23.6 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.
- 13.23.7 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.
- 13.23.8 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.

- 13.23.9 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.
- 13.23.10 The Sabbatical Leave salary for teachers less than 100% contract shall be prorated based on the part-time salary of the teacher.
- 13.23.11 Teachers on Sabbatical Leave may augment their Sabbatical Leave salary with aids, fellowships, scholarships, or other stipends.
- 13.23.12 The teacher shall not deviate from the approved program except with the written permission of the Superintendent.
- 13.23.13 An interruption of Sabbatical Leave because of serious accident or illness will not be considered a failure to fulfill the conditions upon which the Sabbatical Leave was granted, nor will such interruption affect the amount of compensation to be paid the teacher under the terms of the Leave Agreement, provided the Executive Director of Human Resources has been promptly notified of such accident or illness.
- 13.23.14 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 flexible leave time during the Sabbatical Leave period.
- 13.23.15 Applications for Sabbatical Leave shall be filed with the Executive Director of Human Resources not later than March 15 to become effective during the following school year. Applications for Sabbatical Leave beginning with the second semester of the school year will be reviewed for approval if received by September 15 provided the total one (1) percent allocation has not been fully used. These deadlines may be extended at the discretion of the Executive Director of Human Resources.

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

- 13.23.16 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.
- 13.23.17 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.
- 13.23.18 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.
- 13.23.19 A Sabbatical Leave cannot be combined with a personal leave of absence.
- 13.23.20 Refer to the Administrative Regulations for details of the procedure for use of Sabbatical Leave

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 Revised: 07/03 Revised: 07/04 Revised: 07/05
 Revised: 08/06 Revised: 08/07 Revised: 05/08
 Revised: 04/15 Suspended:04/16

13.24 SABBATICAL LEAVE OF ABSENCE ADMINISTRATORS

- 13.24.2 The Board of Education intends that Sabbatical Leave be granted as a means by which administrators may improve their skills and abilities and thus benefit the District. Sabbatical Leaves are different from other leaves of absence in that they may be granted with pay and continued health and dental coverage paid by the District for the employee, and therefore are more selective, with more specific requirements. Availability and amount of compensation, which will be offered in the following fiscal year, may be determined during the District's negotiations process.
- 13.24.3 Sabbatical Leave may be granted for the following purposes:
- 13.24.3.1 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.

- 13.24.3.2 A specific plan for independent study or research, supporting the professional growth of the applicant and/or the needs of the district.
- 13.24.4 Sabbatical Leave may be granted a maximum of 12 months per leave. The Sabbatical Leave Plan must be substantial enough to justify the length of the leave.
- 13.24.5 A Sabbatical Leave Committee shall consist of four administrators appointed by the Poudre Association of School Executives, the appropriate Assistant Superintendent and the Executive Director of Human Resources or his or her designee. The President of the Poudre Association of School Executives will serve as a resource and non-voting member of the committee. The district's Benefits Manager will serve as the chairperson and will not be a voting member. In addition, the Sabbatical Leave committee may invite other district staff as resources in reviewing applications. These employees will not have a vote. The Sabbatical Leave Committee will review all applications for Sabbatical Leave and make appropriate recommendations to the Superintendent.
- 13.24.6 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.
- 13.24.7 The total number of Administrative Sabbatical Leaves shall not exceed three per contract year.
- 13.24.8 Sabbatical Leave may be granted to an administrator who has completed at least five full years of service to the district as an administrator since initial employment or since the last administrative Sabbatical Leave.
- 13.24.9 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 administrator requesting Sabbatical Leave for the next year and the entry level replacement salary and benefits for a new administrator in the same position. Administrators granted Sabbatical Leave may be eligible to receive fully paid health and dental benefits based upon eligibility prior to the leave.
- 13.24.10 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.
- 13.24.11 The Sabbatical Leave salary for administrators less than 8 hours per day shall be prorated based on the part-time salary of the administrator.

- 13.24.12 Administrators on Sabbatical Leave may augment their Sabbatical Leave salary with aids, fellowships, scholarships, or other stipends.
- 13.24.13 The administrator shall not deviate from the approved program except with the written permission of the Superintendent.
- 13.24.14 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 administrator under the terms of the Leave Agreement, provided the Executive Director of Human Resources has been promptly notified of such accident or illness.
- 13.24.15 The administrator 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 and contract status earned prior to the leave of absence will be retained and the administrator will receive experience credit for the period of the leave of absence. The administrator will not earn leave time (sick, personal, floating holidays, and vacation) during the Sabbatical Leave period.
- 13.24.16 Applications for Sabbatical Leave shall be filed with the Executive Director of Human Resources not later than February 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 allocation has not been fully used. This deadline may be extended at the discretion of the Executive Director of Human Resources.

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

- 13.24.17 The administrator 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 administrator 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. Administrators in a planned course of study will need to submit official transcripts for the period of the leave as the final product.
- 13.24.18 Prior to granting of such leave, an administrator shall enter into written agreement with the Board that upon termination of such leave, the administrator 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 administrator and the Board, or for reasons of health, disability, or death. The administrator shall sign appropriate documents to ensure repayment to the district the full salary and benefits paid during the Sabbatical Leave in the event the administrator fails to complete the aforementioned return obligation following such leave or fails to complete the approved program.

13.24.19 A Sabbatical Leave cannot be combined with a personal leave of absence.

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

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Revised: 07/04 Revised: 07/05 Revised: 05/08

13.25 CLASSIFIED ENRICHMENT LEAVE

13.25.2 The District intends that Classified Enrichment Leave be granted as a means by which all classified employees may prepare themselves for better service to the District. Enrichment 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.

13.25.3 Enrichment Leave may be granted for the following purposes:

13.25.3.1 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.

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

13.25.4 Enrichment Leave may be granted for a maximum of 12 months per leave and may not be extended, renewed or appealed. The Enrichment Leave plan must be substantial enough to justify the length of the leave.

13.25.5 A committee, whose membership is determined by the ACE Executive Board and the Executive Director of Human Resources or his or her designee, will review and approve or deny all applications for Classified Enrichment Leave. The Enrichment Leave Committee may invite other District staff as resources in reviewing applications. These employees will not have a vote.

13.25.6 The total number of Classified Enrichment Leaves granted per fiscal year shall not exceed one percent of classified employee FTE's. Refer to Personnel Procedures for calculation of number of leaves available.

- 13.25.7 Classified Enrichment Leave may be granted to an employee who has completed at least six consecutive years of classified service to the district since initial employment or since the last Enrichment Leave.
- 13.25.8 Compensation during the Enrichment 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 employee requesting Enrichment Leave for the next year and the entry level replacement salary and benefits for the current year for that position. Employees granted Enrichment Leave may be eligible to receive fully paid health and dental benefits based upon eligibility prior to the leave.
- 13.25.9 The Classified Enrichment Leave salary for a classified employee less than 8 hours per day shall be prorated based on the part-time salary of the classified employee.
- 13.25.10 Employees on Classified Enrichment Leave may augment their Enrichment salary with aids, fellowships, scholarships, or other stipends.
- 13.25.11 The employee on Classified Enrichment Leave shall not deviate from the approved program except with the written permission of the employee's immediate department leader and the President of ACE.
- 13.25.12 An interruption of Enrichment Leave because of serious accident or illness will not be considered a failure to fulfill the conditions upon which the Enrichment Leave was granted, nor will such interruption affect the amount of compensation to be paid the employee under the terms of the Leave Agreement, provided the Executive Director of Human Resources has been promptly notified of such accident or illness.
- 13.25.13 The employee who is on Enrichment Leave will have the same rights to a comparable position held before taking the Enrichment Leave. Salary position, leave time unused prior to the Enrichment Leave year and seniority earned prior to the leave of absence will be retained and the employee will be eligible to receive any negotiated salary increase for the period of the leave of absence. The employee will not earn leave time (personal, sick, floating holidays and vacation) during the Enrichment Leave period.
- 13.25.14 Applications for Enrichment Leave shall be filed with the Executive Director of Human Resources not later than March 15 to become effective during the following school year or at least 120 days before commencement of the leave of absence. Applications for Enrichment Leave beginning with the second semester of the school year will be reviewed for approval if received by September 15 or at least 120 days before commencement of the leave of absence provided the total one (1) percent allocation has not been fully used. These deadlines may be extended at the discretion of the Executive Director of Human Resources.

If the Enrichment 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 classified employee and the district, and any other pertinent information.

13.25.15 If the employee's leave is for planned program of courses, the employee will be required to submit official transcripts for the period of the leave. If Enrichment Leave is taken for another purpose, the employee will be required to submit a summary of the employee's experience to the Benefits Manager within 120 days of completing the leave. The summary should include how the experience contributed to his or her professional growth.

13.25.16 Prior to granting of such leave, an employee shall enter into written agreement with the district that upon termination of such leave, the employee will return for a period of time equal to that of the leave. The employee may return to any paid position with the district equivalent to the same or more hours of the assignment prior to the leave. Termination of this period may be rendered at an earlier date as mutually acceptable to the employee and the district, or for reasons of health, disability, or death. The employee shall sign appropriate documents, to ensure repayment to the district, the full salary and benefits paid during the Enrichment Leave in the event the employee fails to complete the aforementioned return obligation following such leave or fails to complete the approved program.

13.25.17 A Classified Enrichment Leave cannot be combined with a personal leave of absence.

13.25.18 Refer to Administrative Regulations for detail of the procedure for use of Enrichment Leave.

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Revised: 05/08

ARTICLE 14—REDUCTION IN FORCE (RIF) PROCEDURES

14.1 CLASSIFIED EMPLOYEES RIF PROCEDURE

14.1.1 Purpose

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

14.1.2 General Procedures

- 14.1.2.1 Prior to initiating a classified Reduction in Force, the Board of Education shall conduct two readings on the matter at public Board of Education meetings.
- 14.1.2.2 Upon receipt of such resolution from the Board of Education, the Superintendent shall convene a Classified RIF Advisory Committee. This committee shall be comprised of the ACE President, two ACE Executive Board members appointed by the ACE President, the Executive Director of Finance and the Executive Director of Human Resources who shall chair the committee. The Classified RIF Advisory Committee shall oversee compliance with this procedure and assist the Superintendent's Cabinet and Human Resources as needed.
- 14.1.2.3 The determination as to which positions will be affected by a RIF must be consistent with and serve to implement the Board resolution, with due consideration given to information obtained from each site/department and administrative determinations regarding the best interests of student education and the District's remaining programs.

- 14.1.2.4 The final decision regarding the staffing reduction needed shall be made by the Superintendent. Any RIF shall not exceed the exact number and percentage required.
- 14.1.2.5 Prior to any decision regarding the layoff of specific classified employees to implement a RIF, the Board of Education shall conduct one or more hearings as it deems necessary and, based thereon, shall adopt a resolution containing its legislative determination regarding: (1) the existence of a fiscal emergency and/or the size, nature and rationale for program deletion or other change; (2) the nature, amount and timing of the budget reduction concerning classified employees required by the fiscal emergency and/or the program deletion or change; and (3) any related information it deems necessary or advisable to appropriately address the fiscal emergency and/or program change through a classified employee RIF. The Board's resolution shall be transmitted to the Superintendent of Schools, the President of the Association of Classified Employees (ACE), and each site/department potentially known to be affected.

Revised: 04/15

14.1.3 Criteria for Determining Employees for Layoff

- 14.1.3.1 When a Reduction in Force is necessary in a specific job classification (as determined by the then-current classified employee classification key), it shall be based on seniority with the least senior classified staff member in the specific job classification being the first to have his or her employment terminated. Further reductions in force shall proceed in the specific job classification based on seniority. In the event that the job classification is unique to only one incumbent, the Classified RIF Advisory Committee will take into consideration similar job classifications within associated job families when making final RIF decisions.
- 14.1.3.2 The Executive Director of Human Resources shall prepare a seniority list ranking classified employees by date of hire within each classified job classification (job title) by site and department. Job classifications are defined by the most current classified employee job classification key. The seniority list shall be made available upon request to the ACE Executive Board, the Classified RIF Advisory Committee, and to classified employees of the district.
- 14.1.3.3 Following the termination of all appropriate substitute and temporary classified employees and placement of instructional school-based classified employees as per the district's established overage process, necessary layoffs of instructional school-based classified employees shall proceed according to the site-based or department seniority list with least senior employees laid off first. Layoff of non-instructional classified employees shall be based on the site-based or department seniority list with the least senior employees laid off first.

- 14.1.3.4 Site managers and department heads are encouraged to consider reduced hours and job sharing as alternatives to layoffs. All such actions must be voluntary on the part of the classified employee(s) concerned.
- 14.1.3.5 Classified employees on leave of absence shall be subject to the provisions of the RIF policy. The period of time a classified employee is on leave of absence shall not be considered for seniority unless the leave of absence is a paid one.

Revised: 04/15

14.1.4 Layoff Procedure

- 14.1.4.1 Classified employees identified for layoff shall be given a minimum 60 calendar days' written notice. The notification shall include the reasons for the layoff and an explanation of recall procedures.
- 14.1.4.2 Classified employees identified for layoff are expected to continue fulfilling their job duties and responsibilities during the 60-day notification period. Employees may use accrued vacation, floating holidays, sick leave, and personal days prior to the layoff date at the discretion of the employee's site manager or department head. Employees who have unused accrued leave time remaining after the layoff date will be paid for those days in accordance with procedures outlined in the most current Employee Agreement.
- 14.1.4.3 If a RIF-initiated termination of employment is to be effective with the start of any given school year, any classified employee whose employment is to be terminated shall receive notice of that termination by the last day of that employee's work assignment for the current school year. Upon notification of termination prior to the end date of the employee's current assignment, the 60- calendar day notification period may include non-workdays during the planned academic break. If a RIF-initiated termination of employment notification does not occur prior to the end date of the affected employee's work assignment (i.e., the start of the employee's academic break), the 60-day notification period shall commence no sooner than the first day the employee is scheduled to return to work for the upcoming school year.
- 14.1.4.4 The RIF notice shall clearly state that the classified employee was released because of a RIF situation due to a program change or fiscal emergency (whichever applies) that had no relationship to performance.
- 14.1.4.5 When RIF results in the involuntary placement of a classified employee, that employee may apply for a voluntary transfer according to district procedures outlined in the most current Employee Agreement.

- 14.1.4.6 Individual layoff decisions, but not the Board's resolution necessitating the RIF, may be appealed according to the Classified Employees Grievance Procedure outlined in the most current Employee Agreement. For purposes of a reduction in force, the grievance procedure shall be modified to allow the process to begin at Level 3. The Classified RIF Advisory Committee shall assume the role of the department head when the grievance procedure applies to a reduction in force.
- 14.1.4.7 No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any classified employee who requests a hearing under the provisions of this policy.
- 14.1.4.8 The Human Resources department shall provide outplacement services to laid-off classified employees. Such services shall be dependent on available district resources and funding. Outplacement services may include, but not be limited to, resume writing assistance, mail and fax service, internet access for job search, interview skills training, local employer contact information, and Colorado Unemployment Insurance information.

Revised: 04/15

14.1.5 Recall Procedure

- 14.1.5.1 Recalls shall be made in the order of highest seniority first within each job classification.
- 14.1.5.2 If the most senior classified employee in a job classification is not available to be recalled, the recall shall be extended to the next senior classified employee within that job classification. If, in the discretion of the Classified RIF Advisory Committee, there are no remaining qualified classified employees among those laid off, the job position shall be posted for hire in accordance with the district's current job posting process.
- 14.1.5.3 Each laid-off employee shall have recall rights for one year from date of notice.
- 14.1.5.4 Recall notices shall be mailed to the employee's most recent address on record, with a return receipt requested. The employee's recall rights shall end for that job position if the employee does not respond within 15 calendar days of mailing the notice. It is the responsibility of employees on the recall list to notify Human Resources via PSD's current address change form of any change of address or telephone number(s).
- 14.1.5.5 Classified employees are eligible to be recalled to the same or similar job classification as the one they formerly held. Upon acceptance of the job position offered, employees shall be paid at their former pay rate or the minimum of the range, whichever is greater.

- 14.1.5.6 If a job offer is made and accepted for a position which begins during the academic year, the classified employee recalled will be required to report to duty within 14 calendar days of acceptance of the offer or when the assignment begins, whichever is earlier.
- 14.1.5.7 A RIFed classified employee 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 or more classified employees interested in the same job position, the decision shall be based upon seniority criteria.
- 14.1.5.8 Recalled classified employees shall have their sick leave balance reinstated at time of recall.
- 14.1.5.9 Classified employees who have been placed into job positions in which they are not satisfied may notify Human Resources that they are interested in assuming their former positions if the positions should open. Human Resources may consider these requests when and if the former positions become available.
- 14.1.5.10 A classified employee who is on the recall list and who has been offered a position in a lower pay grade than his or her former job position or has been offered a job with reduced hours per day, days per year, or gross annual salary may decline the job offer and maintain his or her position on the recall list.
- 14.1.5.11 Laid-off classified employees who have significant Poudre School District experience in more than one job classification are encouraged to apply for jobs they are qualified to fill but will not be recalled to job openings other than for the job classification they held at the time of layoff.

14.1.6 Maintaining Seniority and Benefits

- 14.1.6.1 Classified employees recalled within six months of layoff shall accrue district seniority for the period laid off. However, that amount of time shall not be counted for PERA credit.
- 14.1.6.2 Classified employees recalled more than six months after being laid off shall accrue no seniority for the layoff period. Classified employees who are recalled shall retain their previously earned seniority within the district.

Revised: 05/15

14.1.7 Definitions

- 14.1.7.1 FISCAL EMERGENCY: A significant decline in the Board of

Education's ability to fund the operations of the district, resulting from the decline in enrollment or other actions or events that cause an effective reduction in the district's current general fund budget.

- 14.1.7.2 HIRE DATE: The most recent date hired as a regular employee (see "Seniority").
- 14.1.7.3 JOB CLASSIFICATION: An individual job title or position identified in the current classified employee job classification key.
- 14.1.7.4 OVERAGE: A staffing unit in excess of the designated building, program, or district staffing allocation.
- 14.1.7.5 OVERAGE PROCESS: The annual staffing process to re-deploy six-year guaranteed classified school-based employees to other classified school-based positions within the district.
- 14.1.7.6 PAY GRADE: The minimum to maximum range of salaries paid for any given classified position. Positions are classified according to job responsibilities and appear on the current classified employee job classification key.
- 14.1.7.7 PROGRAM CHANGE: Any elimination, curtailment, or reorganization of curriculum, program, or school operation, or a reorganization of curriculum, program, or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal emergency.
- 14.1.7.8 QUALIFICATIONS: Knowledge, skills, abilities, training, education, experience, and performance required to satisfactorily perform the assigned duties of a job position.
- 14.1.7.9 REGULAR EMPLOYEE: An employee hired for an indefinite period; excludes temporary, contract service, and substitute employees.
- 14.1.7.10 SENIORITY: The number of years of uninterrupted employment with Poudre School District (including employment in contracted licensed positions). Time worked in temporary, contract service, and substitute positions is not considered in determining seniority. Employment in temporary, contract service, or substitute positions is considered an interruption in service. Unpaid leaves of absence do not count toward seniority. Employees taking a leave of absence retain their previous seniority status.
- 14.1.7.11 SENIORITY TIE BREAKERS: The following criteria will be used in the event two or more classified employees have the same seniority. The district shall proceed down the following list until the tie is broken:

- A. Total number of days of employment minus days of unpaid leave of absence.
- B. Total number of days of employment plus total number of days of previous employment in the district while on temporary, contract service, or substitute status.
- C. Program need based on supervisory discretion.

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

14.2 REDUCTION IN FORCE—LICENSED

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

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

14.2.1.2 The reduction in force will first cancel employment contracts of teachers who have had no years of effective service and then those with effective service, starting with those teachers with the fewest number of years of effective service and ending with those teachers with the greatest number of years of effective service.

14.2.1.3 Further reductions in force shall proceed based upon seniority.

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

14.2.1.5 In the event of a tie based upon two people who began work on the same date, the administration shall proceed down the following list until the tie is broken:

- A. Total number of days of contracted employment minus days of unpaid leave of absence.
- B. Days of contracted employment plus days of previous employment in the district while not under contract in a licensed position.
- C. Days of contracted employment plus days of previous

employment in the district while not under contract and not in a licensed position.

D. Longevity in the program which is undergoing program change.

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

14.2.1.7 It is the responsibility of each teacher to notify Human Resources of all endorsement areas by providing complete and up-to-date copies of all licenses indicating endorsement areas.

14.2.1.8 When a statement regarding reduction in force is made by the Board of Education in accordance with this policy, seniority lists shall be generated in the areas and to the depth of seniority necessary, and those lists shall be made available upon request to the Poudre Education Association and to teachers of the district.

14.2.1.9 Any teacher who wishes to appeal placement on the seniority list may do so through appeal to the licensed RIF committee. If placement on the list results in cancellation of employment, the teacher being RIFed can appeal to the Board of Education as hereafter set out.

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

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

Revised: 04/15

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

14.2.3 If the cancellation of employment is to be effective with the start of any given school year, any teacher whose employment will be canceled shall receive notice of that cancellation by the June 1 prior to the start of that school year. If cancellation of employment is necessary during any school year, notice of the cancellation shall be received by any teacher so affected

sixty (60) days prior to the effective date of that cancellation.

14.2.4 Human Resources shall provide a letter of reference for any RIFed teacher clearly stating that the teacher's employment contract was cancelled due to a RIF situation resulting from a fiscal exigency or program change, as applicable.

14.2.5 Poudre School District may experience a need for reduction in the number of licensed staff members by reason of fiscal exigency or program change. The provisions of this policy have been developed in order to guarantee equitable treatment for employees and the least possible negative impact upon the educational program.

14.2.6 Definitions

14.2.6.1 *TEACHER* means any person who is regularly licensed by the teacher licensing authority for the State of Colorado, and who is employed to instruct, direct, or supervise the instructional program, except those persons holding letters of authorization and the chief administrative officer of this school district.

14.2.6.2 *QUALIFIED* means holding a current valid Colorado license for specific level(s) and specific endorsement area(s). Approval by the North Central Association shall not equate to being qualified for the purpose of this policy.

14.2.6.3 *CANCELLATION OF EMPLOYMENT* means the termination of employment of a teacher. Cancellation of employment may be caused by fiscal exigency or program change.

14.2.6.4 *FISCAL EXIGENCY* means a significant decline in the Board of Education's ability to fund the operations of the district, resulting from the decline in enrollment or other actions or events that cause an effective reduction in the district's current general fund budget.

14.2.6.5 *PROGRAM CHANGE* means any elimination, curtailment, or reorganization of curriculum, program, or school operation, or a reorganization of curriculum, program, or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency.

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

14.2.6.7 *DAYS* means equivalent school work days.

14.2.7 No non-probationary teacher shall be RIFed under this policy until the contracts for all probationary teachers qualified in the same area(s) have

been non-renewed and until all less senior non-probationary teachers qualified in the same area(s) have been RIFed. A change in the district which causes licensed staff members to be moved from administrative positions to teaching positions could result in the cancellation of employment of teachers with less seniority who are qualified in the same area(s).

14.2.8 Prior to any decision regarding the cancellation of specific teacher contracts to implement a RIF, the Board of Education shall conduct one or more hearings as it deems necessary and, based thereon, shall adopt a resolution containing its legislative determination regarding: (1) the existence of a fiscal exigency and/or the size, nature and rationale for program deletion or other change; (2) the nature, amount and timing of the budget reduction concerning teacher employment required by the fiscal exigency and/or the program deletion or change; and (3) any related information it deems necessary or advisable to appropriately address the fiscal emergency and/or program change through a teacher RIF. The Board's resolution shall be transmitted to the Superintendent, Poudre Education Association President, and each site or department the Board reasonably anticipates may be affected by the corresponding RIF.

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

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

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

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

14.2.9 Appeal Procedures

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

14.2.9.1 Within ten (10) days after receiving a notice of cancellation of employment, a teacher may request a review of the action by

the Board of Education. The Board of Education may delegate the responsibility for conducting a hearing to an impartial hearing officer selected by the Board. When appropriate, more than one case can be heard at the same time. Review shall be made solely to determine if the cancellation of employment was made in accordance with district policy.

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

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

Adopted: 11/92

14.2.10 Recall Eligibility

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

placed on the salary schedule in accordance with hiring procedures relative to new hires.

14.2.11 Leave of Absence Status

- 14.2.11.1 Each RIFed teacher shall be eligible for a two-year unpaid leave of absence.
- 14.2.11.2 During the leave of absence, the teacher shall maintain all benefits accrued prior to the leave. The full cost of all health, dental, and life insurance premiums must be paid by the teacher.
- 14.2.11.3 If a teacher is returned to a teaching position in Poudre School District during the RIF leave of absence, non-probationary status, placement on the salary schedule, sick leave, personal leave and all other benefits accrued prior to the leave shall be retrained.

14.2.12 Recall Order

- 14.2.12.1 RIFed teachers shall be recalled in order of greatest seniority for the endorsement area in which the vacancy exists.
- 14.2.12.2 The job offer shall be sent by certified letter to the last address given the district by the teacher. A copy of the recall letter shall be sent to the Poudre Education Association Office.
- 14.2.12.3 The teacher recalled shall have thirty (30) calendar days from the date the letter was mailed to respond to the job offer.
- 14.2.12.4 If a job offer is made and accepted for a position which begins during the academic year, the teacher recalled will be required to report to duty within thirty (30) days.
- 14.2.12.5 If a job offer is made and accepted for a position which begins with a new school year, the teacher recalled will be required to report for duty at the same time as other returning teachers.
- 14.2.12.6 Failure to respond to the recall notification or to report to the accepted job offer shall be considered refusal of the job offer.
- 14.2.12.7 Any teacher on the recall list who has signed a contract to work for another school district and who receives a recall offer from Poudre School District may refuse to accept the recall offer until that date when contract obligations to the teacher's current employer have been met but not to exceed the end of the current school year. When such a teacher receives a recall offer, that teacher must respond in writing stating that he or

she will accept employment with Poudre School District at the beginning of the next school year and must attach verification of contract status with the other school district. Failure to accept a job offered while a teacher is employed by another school district shall not be construed as refusal of a job offer.

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

Adopted: 11/92
Revised: 08/06

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

14.3 PRIVATIZATION OF SUPPORT SERVICES

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

14.3.1 Privatization Belief Statements

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

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

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

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

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

14.3.1.1.5 Information should be gathered from other school districts where comparable privatization has

previously occurred to see if positive results have been achieved.

14.3.2 Staff Retention Procedure for Privatized Service

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

- 14.3.2.1 Contractor must interview all laid off employees who apply for open positions.
- 14.3.2.2 After 5 years, contractor must hire all employees with greater than 3 years of service with Poudre School District; employees become subject to contractor's salary and benefit schedules.
- 14.3.2.3 After 1 year, contractor may lay off (based on seniority) due to service/staffing level changes.
- 14.3.2.4 Salaries (hourly rate) may not be reduced for 5 years. Salaries can increase subject to contractor and Poudre School District agreement.
- 14.3.2.5 Contractor can terminate for documented non-performance after first 6 months of service with contractor or immediately for violation of Board of Education policies or federal or state statutes.
- 14.3.2.6 Contractor is free to immediately utilize district personnel in the best suited position based on education, abilities, and talents for the Poudre School District contract only.
- 14.3.2.7 Poudre School District health, dental, and life insurance benefits continue for the period the employee remains employed with Poudre School District.

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

ARTICLE 15—STAFFING

15.1 JOB SECURITY FOR POSITIONS SUBJECT TO BUILDING STAFFING-CLASSIFIED

15.1.1 Any school-based classified employee who has six or more consecutive years of service, which is subject to building staffing, shall be protected from job loss or a reduced job assignment due to staffing fluctuations or reductions. Such employee must have a most recent overall evaluation rating of highly effective or effective. If such employee has a current overall evaluation rating of partially effective or ineffective, they must be placed on a corrective action plan per Article 8.5. If such employee does not successfully complete the corrective action plan, they are no longer protected from job loss or a reduced school-based classified assignment due to staffing fluctuations or reductions.

15.1.1.1 *Six or more consecutive years* is defined to mean a continuous period of employment in a school-based classified position with no interruptions or breaks in service. For purposes of this agreement, examples of interruptions or breaks in service include but are not limited to, voluntary or involuntary termination of employment, working in a non-school-based classified position, working in a licensed teacher or administrative position, working as a temporary, substitute, or variable pay position, or being staffed out of a position at the end of a school year and failing to resume employment before September 30 of the following school year. For purposes of this agreement, a year of service is defined as starting on the first day of the employee's school-based classified assignment and ending on the one-year anniversary of the employee's school-based classified assignment. In the event that a school-based classified employee changes assignment to a different school-based classified assignment during this period without an interruption or break in service as defined above, the year of service will count toward the six consecutive year period.

15.1.1.2 This agreement does not affect classified transportation, custodial, or food service employees or central office, itinerant, or service-based classified employees.

15.1.2 Any classified employee who has six or more complete, consecutive years of service in a school-based classified position may be staffed out of a position at a particular school but is assured a classified job within the district as long as the requirements of 15.1.1 are met around evaluation status. The new job will provide for no less than the employee's average total hours per year over the most recent continuous six-year period, as defined in 15.1.1.1 at the employee's current rate of pay, provided a suitable job is vacant for which the classified employee is qualified. If no appropriate vacancies exist at the employee's current site, the employee will follow the overage process and be placed in a comparable position at a different location, or the classified Reduction in Force (RIF) procedure will be implemented as outlined in the then current Employee Agreement.

- 15.1.3 When necessary, vacancies shall be created to accommodate a school-based classified employee meeting the criteria outlined in 15.1.2 by reducing the number of work hours per day or work days per year of less than six-year classified employees or staffing out the less than six-year classified employee.
- 15.1.4 Staffing decisions resulting in a change to a school-based classified employee's position, work hours per day, or work days per year will be communicated to the affected employee no later than the last day of the employee's annual assignment for the current school year. Extensions of this deadline may be necessary if staffing allocations are not released by March 31.
- 15.1.4.1 The district's employment obligation shall be determined by the employee's annual assigned hours per 15.1.2. Human Resources shall average the annual assigned hours for the previous consecutive six-year period. The district's employment obligation shall be factored against the employee's current rate of pay. If the affected employee is transferred to a lower-paid position, the employee shall keep his or her current hourly rate of pay.

Adopted: 11/92 Revised: 05/08 Revised: 04/15
Revised: 04/16

15.2 PASE WORKLOAD RELIEF FUND

- 15.2.1 The fund of \$55,500 is designated to assist secondary school administrators in dealing with time demands. These include coverage of high school activities and athletic events and middle school in-school suspension. The fund available can be used for the following:
- Activity and athletic supervision
 - After-school detention paraprofessionals
 - In-school suspension monitors
 - Hall monitors
 - Campus supervision paraprofessionals
- 15.2.2 Funds are to be used for support personnel only. Neither equipment nor supplies are to be purchased from this fund. These funds are part of site-based budgets.
- 15.2.3 Funds available are as follows:
- | | |
|--------------------------------|----------|
| • Fort Collins High School: | \$ 2,500 |
| • Fossil Ridge High School: | \$ 2,500 |
| • Poudre High School: | \$ 2,500 |
| • Rocky Mountain High School: | \$ 2,500 |
| • Centennial High School: | \$ 500 |
| • Blevins Middle School: | \$ 4,500 |
| • Boltz Middle School: | \$ 4,500 |
| • Cache LaPorte Middle School: | \$ 4,500 |
| • Kinard Middle School: | \$ 4,500 |
| • Leshar Middle School: | \$ 4,500 |

• Lincoln Middle School:	\$ 4,500
• Polaris School:	\$ 4,500
• Preston Middle School:	\$ 4,500
• Webber Middle School:	\$ 4,500
• Wellington Middle School:	\$ 4,500
TOTAL FUNDS:	\$55,500

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

15.3 PROVISIONS FOR STAFFING FLUCTUATIONS

15.3.1 The district may experience staffing fluctuations in an individual building or district-wide because of:

- Decreased enrollment
- Decrease in the numbers of students selecting a given program
- Elimination of or changes in instructional programs
- Budget considerations
- Openings of new schools

15.3.2 Human Resources will follow the procedures listed below to guarantee the most equitable resolution for the employees involved and the least impact on the educational program when it becomes necessary to alleviate staffing overages. An *overage* is a continuing contract licensed staff member whose assignment no longer exists at the current location and for whom a placement must be made.

15.3.3 Seniority is the primary criterion used to resolve staffing overages.

15.3.4 If staffing fluctuations require reductions in force (RIF) to alleviate the staffing overages, the RIF shall be conducted in accordance with Article 14 of this Agreement.

15.3.5 The district retains the right to transfer any individual to a position for which that individual is qualified in accordance with the requirement of Colorado School Law and District policy.

15.3.6 The first priority shall be to resolve the staffing overage within the building or program where the problem originates. In order to accomplish this, building administrators are encouraged to work with the appropriate Assistant Superintendent and Human Resources staff to use the following approaches to alleviate overages. Continuing contract as well as probationary staff members may be included.

15.3.6.1 Share the information with the staff so all can be aware of the problem and can assist in generating solutions.

15.3.6.2 Rearrange existing staffing by moving staff into other areas of

qualifications.

- 15.3.6.3 Encourage people who are going to resign to do so as early as possible.
 - 15.3.6.4 Seek volunteers to request leaves of absence. A liberal approach may be taken in approving leave requests, as well as in extending unpaid leaves already in progress.
 - 15.3.6.5 Seek voluntary retirements.
 - 15.3.6.6 Encourage voluntary transfer requests.
 - 15.3.6.7 Seek voluntary reductions in contract if the reduction does not harm the program as determined by the supervisor.
 - 15.3.6.8 Seek one-year placements for people outside the building or program—possibly replacing people on leave of absence elsewhere in the district.
 - 15.3.6.9 Seek one-year placements elsewhere in the district (including the changing of levels) guaranteeing that the person could return to the original placement if a position opens within one year of the reassignment.
- 15.3.7 If options within the building cannot alleviate the staffing overage and a required placement is necessary, the following approaches will be followed:
- 15.3.7.1 Normally, the least senior staff member qualified in the area of overage will be identified as the staff member to be transferred.
 - 15.3.7.2 Unique program needs may result in the review of additional criteria to determine transfer of staff. These situations will be treated as exceptions to the rule and must be coordinated with Human Resources under the following steps:
 - 15.3.7.2.1 The building administrator will recommend the program-need consideration to the appropriate Assistant Superintendent and the Executive Director of Human Resources. The building administrator should consider the following in a program-need recommendation:
 - Is there a person within the building who could step into this position and is willing, qualified (preparation/expertise), and committed to the defined program need?
 - Can another school within the district benefit from this person's talent?
 - If the person selected to remain in the assignment leaves the school or district prior to the actual transfer, could the position be filled with existing

staff?

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

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

15.3.7.2.4 A committee of PEA representation, building administrators, the appropriate Assistant Superintendent, and the Executive Director of Human Resources will review the overage and make a recommendation to the Superintendent as to which teacher should transfer. The building administrators potentially affected by the decision will not be on the committee.

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

15.3.8 The transferred staff member will be placed in an existing vacancy in the district. The decision regarding placement will be made by Human Resources staff working with the appropriate Assistant Superintendent and building principals. The most positive possible placement will be sought.

15.3.9 The individual forced to transfer will be placed prior to any district-wide advertising and hiring in that person's area(s) of licensure and highly qualified status as defined by *-Colorado State Statute*.

15.3.10 The following factors will be used in calculating experience to determine seniority:

- Paid leave of absence time is included as experience (including sick leave during medical, or personal 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.
- 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.

Guidelines for the number of teachers who can transfer and a timeline for staffing new schools are described below.

15.4.2 Staffing New Elementary Schools

15.4.2.1 Maximum limits are stated for a three-track building; limits will be revised downward for schools of less than three full tracks.

- A maximum of two licensed staff members (not 2.0 FTE) may be transferred out of any given building. Both transferring teachers may not be from the same grade level.
- A maximum of four staff members may transfer out of the building from which the new principal is selected. This total includes classified staff who may transfer. No two teachers may be from any grade level nor may more than two specials (art, music, physical education, media, counselor, special education) transfer from any one building.

15.4.2.2 NOTE: In a building which is losing students, the principal will be allowed to take additional licensed and classified staff from that building. The number of additional licensed and classified staff which can be taken will be determined by the "overages" which exist. This principal may not take more staff than would be necessary to address the overages created through loss in enrollment.

15.4.3 Staffing New Middle Schools

- The principal of a new middle school may not take more than eight people from Boltz Middle School, Blevins Middle School, Leshar Middle School, Lincoln Middle School, Kinard Middle School, Preston Middle School and Webber Middle School; more than four from Cache La Poudre Middle School; or more than three from Wellington Middle School.
- The principal of a new middle school may take no more than one-half of a department.
- The media position will be filled by an in-district transfer.
- All continuing teachers who have expressed an interest in transferring will be personally contacted by the principal of the new middle school.
- Some required placements will be made by district administration to cover overages and traveling teacher assignments.

15.4.3.1 Sample Timeline for Staffing a New School—Licensed Staff

Phase I

- a. Application process begins. Applicants submit special application forms to Human Resources. New middle school principal begins visiting buildings, meeting with staff, and answering questions.
- b. Teachers must submit their applications by the specified deadline. Individuals making an application may withdraw from

the selection process at any time before Employee Reports (ERs) are submitted making the selections official.

- c. Phase I applicants (all non-probationary and probationary 100% continuing licensed and part-time non-probationary teachers who will be considered for positions up to the percentage of their current contract) are interviewed and notified as to their selection status.

Phase II

- a. Any further openings at the new middle school, or openings created at other schools due to the new middle school selections, will be internally posted.
- b. Only individuals from departments and from schools where there are overages will be allowed to apply.
- c. All current continuing contract licensed staff with the district, including overages at the middle and senior high school levels, are placed.

Phase III

- a. Any existing teaching vacancies will be posted for applicants who are not currently employed by the district.

15.4.3.2 Sample Timeline for Staffing a New School—Classified Staff

Phase I

- a. Classified positions are posted.

Phase II

- a. Remaining classified positions posted

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

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: 11/92 Revision: 08/07 Revised: 04/15

15.8 NON-RENEWAL CATEGORIES (LICENSED)

- 15.8.1 All Teachers Hired After the First Day of the School Year
There are some teachers who were on duty teaching the first day of school but whose contracts were not actually approved until the first Board meeting in September. These teachers will not be penalized. Their contracts will be treated as if they taught under contract the full school year. They will not be non-renewed. (Teaching the first day of school is the key.)
- 15.8.2 All Teachers Replacing Someone on an Authorized Absence
Principals will be required to reserve a position for any teacher currently on an authorized absence. The assumption is that the teacher will return to the same position he or she left. If this is not possible, principals are to let Human Resources know as soon as possible. If the principal is not yet certain because students have not pre-registered, let Human Resources know so we can identify a position for that person in the event the principal finds out later that they cannot accommodate that person within their building.
- 15.8.3 All Part-Time, Probationary Teachers (P-1, P-2, and P-3)
- 15.8.4 Any Individual Probationary Teacher Recommended for Non-Renewal on the

Basis of Performance

15.8.5 All Probationary Teachers Who Have Part-Time Assignments in Several Buildings, Even Though the Total Amount of Contract May be 100 Percent

This applies to elementary or secondary teachers who work in two or more administrative units and under the supervision of two or more principals. This does not apply to administrative units where there is more than one work location (e.g., Mountain Schools). This does not apply to itinerant staff members assigned through Special Education Services (e.g., psychologists, social workers, etc.).

Adopted: 11/95 Revised: 05/95 Revised: 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 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 to set forth the process for dealing with District administrators 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 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.
- 17.1.2.2 “Reassignment” is defined as the District-initiated moving of an administrator 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.
- 17.1.2.3 “Reclassification” is defined as the District’s changing of the duties and/or responsibilities of an administrator’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 job positions.
- 17.1.2.5 “Termination of employment” is defined as the District-initiated ending of an administrator’s employment by the District.
- 17.1.3 An administrator’s employment status with respect to his or her current administrative assignment shall be at-will, which means that the administrator serves at the discretion of the Superintendent and that his or her administrative assignment may be terminated without cause.
- 17.1.4 In cases where discipline is warranted due to an administrator’s conduct, the administrator’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 to create any limitation or precondition on the District’s ability to transfer, reassign or terminate the employment of an administrator.

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

17.2.1 TRANSFER OR REASSIGNMENT

- 17.2.1.1 Administrators shall be provided reasonable notice prior to their transfer or reassignment, including the reasons therefor.
- 17.2.1.2 Administrators 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 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 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 to whom it applies.
- 17.2.2.3 Administrators 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 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 whose job is eliminated through a reduction in force shall be assigned to another administrative job position. If the Superintendent determines that no appropriate administrative job positions are available, the administrator 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 job positions are available and that no non-administrative licensed or classified positions for which the administrator is qualified are available, the administrator's employment may be terminated.
- 17.2.3.3 Administrators shall be provided an opportunity to meet with the Superintendent to discuss the reduction-in-force decision.

17.3 PROCEDURAL SAFEGUARDS REGARDING ADMINISTRATOR TERMINATION OF EMPLOYMENT

- 17.3.1 The Superintendent is authorized to terminate the employment of District administrators, unless otherwise provided by law. District supervisors may recommend to the Superintendent that the employment of administrators 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 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 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 employment, the Superintendent shall provide written notice via hand-delivery, e-mail or certified mail advising the administrator 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 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 written request therefor is received.
- 17.3.4.3 The administrator shall have the right to be accompanied and assisted by a representative of his or her choice at the conference. If the administrator 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 shall be advised in writing of the Superintendent's decision regarding the contemplated or requested termination of the administrator's employment.

EMPLOYEE AGREEMENT SIGNATURE PAGE

By signing below, authorized representatives of the parties confirm that Poudre School District R-1, the Association of Classified Employees, the Poudre Association of School Executives and the Poudre Education Association have approved this Employee Agreement (including the Appendices thereto) effective as of July 1, 2016 and agree to be bound by its terms.

ATTEST:


Jessa Oppenheimer
Secretary, Board of Education

POUDRE SCHOOL DISTRICT R-1

By: Cathy King
President, Board of Education

ASSOCIATION OF CLASSIFIED
EMPLOYEES

By: Katy S. Mayfa
President

POUDRE ASSOCIATION OF SCHOOL
EXECUTIVES

By: Darrie Votipka
President

POUDRE EDUCATION ASSOCIATION

By: Tom Let
President

APPENDICES

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

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

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

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



**Poudre School District
Licensed/Teacher Salary Schedule (T)
2016-17 School Year**

*Years of experience for new employees	** STEP 16-17 School Year	LANE/Pay Grade									
		B	C	D	E	F	G	H	I	J	K
		Bach.	Bach. +13 S	Bach. +26 S	Bach. +39 S	Bach. +52 S Or Mster	Masters +13 S	Masters +26 S	Masters +39 S	EdS. Or Masters +52 S	Earned Doc- torate
0-1 yrs	1	36,569	37,447	38,346	39,266	40,208	41,012	41,832	42,669	43,522	44,392
2-3 yrs	2	37,904	38,814	39,746	40,699	41,676	42,509	43,359	44,226	45,111	46,012
4 yrs	3	39,287	40,231	41,197	42,185	43,197	44,061	44,942	45,840	46,758	47,691
5 yrs	4	40,721	41,699	42,701	43,725	44,774	45,669	46,582	47,513	48,465	49,432
6 yrs	5	42,207	43,221	44,260	45,321	46,408	47,336	48,282	49,247	50,234	51,236
7 yrs	6	43,748	44,799	45,875	46,975	48,102	49,064	50,044	51,045	52,068	53,106
8 yrs	7	45,345	46,434	47,549	48,690	49,858	50,855	51,871	52,908	53,968	55,044
9 yrs	8	47,000	48,129	49,285	50,467	51,678	52,711	53,764	54,839	55,938	57,053
	9	47,975	49,886	51,084	52,309	53,564	54,635	55,726	56,841	57,980	59,135
	10	48,215	50,921	52,949	54,218	55,519	56,629	57,760	58,916	60,096	61,293
	11	48,456	51,176	54,048	56,197	57,545	58,696	59,868	61,066	62,290	63,530
	12	48,698	51,432	54,318	57,363	59,645	60,838	62,053	63,295	64,564	65,849
	13	48,941	51,689	54,590	57,650	60,883	63,059	64,318	65,605	66,921	68,252
	14	49,186	51,947	54,863	57,938	61,187	64,367	66,666	68,000	69,364	70,743
	15	49,432	52,207	55,137	58,228	61,493	64,689	68,049	70,482	71,896	73,325
	16	49,679	52,468	55,413	58,519	61,800	65,012	68,389	71,945	74,520	76,001
	17	49,927	52,730	55,690	58,812	62,109	65,337	68,731	72,305	76,066	78,775
	18	50,177	52,994	55,968	59,106	62,420	65,664	69,075	72,667	76,446	80,410
	19	50,428	53,259	56,248	59,402	62,732	65,992	69,420	73,030	76,828	80,812
	20	50,554	53,525	56,529	59,699	63,046	66,322	69,767	73,395	77,212	81,216
	21	50,554	53,659	56,812	59,997	63,361	66,654	70,116	73,762	77,598	81,622
	22	50,554	53,659	56,954	60,297	63,678	66,987	70,467	74,131	77,986	82,030
	23	50,554	53,659	56,954	60,448	63,996	67,322	70,819	74,502	78,376	82,440
	24	50,554	53,659	56,954	60,448	64,156	67,659	71,173	74,875	78,768	82,852
	25	50,554	53,659	56,954	60,448	64,156	67,828	71,529	75,249	79,162	83,266
	26	50,554	53,659	56,954	60,448	64,156	67,828	71,708	75,625	79,558	83,682
	27	50,554	53,659	56,954	60,448	64,156	67,828	71,708	75,814	79,956	84,100
	28	50,554	53,659	56,954	60,448	64,156	67,828	71,708	75,814	80,156	84,521

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

** **Steps are not equivalent to years of service.**



**Poudre School District
Extra Duty Stipend Schedule (E)
2016-2017 School Year**

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	200	250	300	400	450	600	875	1,050	1,300	1,500	1,800	2,100	2,500	2,800	2,200
2	207	259	311	415	466	622	907	1,088	1,347	1,555	1,866	2,177	2,591	2,902	2,888
3	215	269	322	430	483	645	940	1,128	1,397	1,611	1,934	2,256	2,686	3,008	
4	223	278	334	445	501	668	974	1,169	1,448	1,670	2,004	2,338	2,784	3,118	
5	231	289	346	462	519	693	1,010	1,212	1,500	1,731	2,078	2,424	2,885	3,232	
6	239	299	359	479	538	718	1,047	1,256	1,555	1,794	2,153	2,512	2,991	3,350	
7	248	310	372	496	558	744	1,085	1,302	1,612	1,860	2,232	2,604	3,100	3,472	
8	257	321	386	514	578	771	1,125	1,350	1,671	1,928	2,313	2,699	3,213	3,599	
9	266	333	400	533	599	799	1,166	1,399	1,732	1,998	2,398	2,798	3,330	3,730	
10	276	345	414	552	621	828	1,208	1,450	1,795	2,071	2,485	2,900	3,452	3,866	

District Level Extra Duty Stipends

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

Elementary Extra Duty Stipends

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

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

Middle School Extra Duty - Academic Stipends

Job Code	Position	# of Stipends per Position	Grade
77755	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	(1 per school)	B
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	(1 per Instrumental Teacher)	L
77714	Music Teacher Vocal	(1 per Vocal Teacher)	L
77765	Special Education Classroom Teacher (6th-8th Grade)	(1 per every 6th-8th grade Sped Teacher)	C

Middle School Extra Duty - Advisor/Sponsor Stipends

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



**Poudre School District
Extra Duty Stipend Schedule (E)
2016-2017 School Year**

Grade

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	200	250	300	400	450	600	875	1,050	1,300	1,500	1,800	2,100	2,500	2,800	2,200
2	207	259	311	415	466	622	907	1,088	1,347	1,555	1,866	2,177	2,591	2,902	2,888
3	215	269	322	430	483	645	940	1,128	1,397	1,611	1,934	2,256	2,686	3,008	
4	223	278	334	445	501	668	974	1,169	1,448	1,670	2,004	2,338	2,784	3,118	
5	231	289	346	462	519	693	1,010	1,212	1,500	1,731	2,078	2,424	2,885	3,232	
6	239	299	359	479	538	718	1,047	1,256	1,555	1,794	2,153	2,512	2,991	3,350	
7	248	310	372	496	558	744	1,085	1,302	1,612	1,860	2,232	2,604	3,100	3,472	
8	257	321	386	514	578	771	1,125	1,350	1,671	1,928	2,313	2,699	3,213	3,599	
9	266	333	400	533	599	799	1,166	1,399	1,732	1,998	2,398	2,798	3,330	3,730	
10	276	345	414	552	621	828	1,208	1,450	1,795	2,071	2,485	2,900	3,452	3,866	

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)	F
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	(1 per Instrumental Teacher)	N
77712	Music Teacher Vocal	(1 per Vocal Teacher)	N

Senior High Extra Duty - Advisor/Sponsor Stipends

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



**Poudre School District
Extra Duty Stipend Schedule (E)
2016-2017 School Year**

Step	Grade														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	200	250	300	400	450	600	875	1,050	1,300	1,500	1,800	2,100	2,500	2,800	2,200
2	207	259	311	415	466	622	907	1,088	1,347	1,555	1,866	2,177	2,591	2,902	2,888
3	215	269	322	430	483	645	940	1,128	1,397	1,611	1,934	2,256	2,686	3,008	
4	223	278	334	445	501	668	974	1,169	1,448	1,670	2,004	2,338	2,784	3,118	
5	231	289	346	462	519	693	1,010	1,212	1,500	1,731	2,078	2,424	2,885	3,232	
6	239	299	359	479	538	718	1,047	1,256	1,555	1,794	2,153	2,512	2,991	3,350	
7	248	310	372	496	558	744	1,085	1,302	1,612	1,860	2,232	2,604	3,100	3,472	
8	257	321	386	514	578	771	1,125	1,350	1,671	1,928	2,313	2,699	3,213	3,599	
9	266	333	400	533	599	799	1,166	1,399	1,732	1,998	2,398	2,798	3,330	3,730	
10	276	345	414	552	621	828	1,208	1,450	1,795	2,071	2,485	2,900	3,452	3,866	

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

Job Code	Position	# of Stipends per Position	Grade
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

12.2.1 ELEMENTARY EXTRA DUTY SCHEDULE*
2016-2017

TIER 1 \$50	TIER 2 \$100	TIER 3 \$200	TIER 4 \$300	TIER 5 \$400
Talent Show Lead (1)	Art Show (1)	OM Coordinator (1)	ECO Week Overnight (up to 5)	Music (1)
Scheduling (up to 5)	District Track Meet (1)	Student Council (up to 2)	Site Based Decision Team-Ex: IB, Core, etc. (Up to 8)	
Crisis Response Team lead (1)	Chess Club (1)	Wellness Clubs-Ex: Running, biking, intramural (1 per club up to 5 per school)	MTSS team members (up to 5)	
	Math Club –Ex: Mighty Math (1)			
Staff Activities Members (up to 2)	Geography Bee (1)	Yearbook (1)		
Wellness Committee Lead (1)	Spelling Bee (1)	School Accountability Team (up to 2)		
Extra Duty Lead Coordinator (1)	Science Olympiad (1/10 ratio up to 3)	PTO Member (up to 2)		
	Science Club (1)	School wide culture Team-Ex: PBIS (up to 4)		
	Lego Robotics (1/10 ratio up to 3)	Misc. Leadership (up to 2)		
	Art Club (1)	Newsletter (1)		
	Music Club (1)	Webmaster (1)		
	Science Fair (up to 2)			
	Tutoring (up to 3)			
	Foreign Language Club (1)			
	Tech Team Committee (up to 6)			
	Kindergarten Registration (up to 4)			
	Misc. Enrichment Clubs (1 per club up to 3 per school)			
Staff Activities Lead (1)				

*2016/2017 will be a pilot year for the Elementary Extra Duty Salary Schedule and will be reviewed during the 2016/2017 Negotiations Process.

Article rewritten: 05/1

***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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