



Employee Agreement

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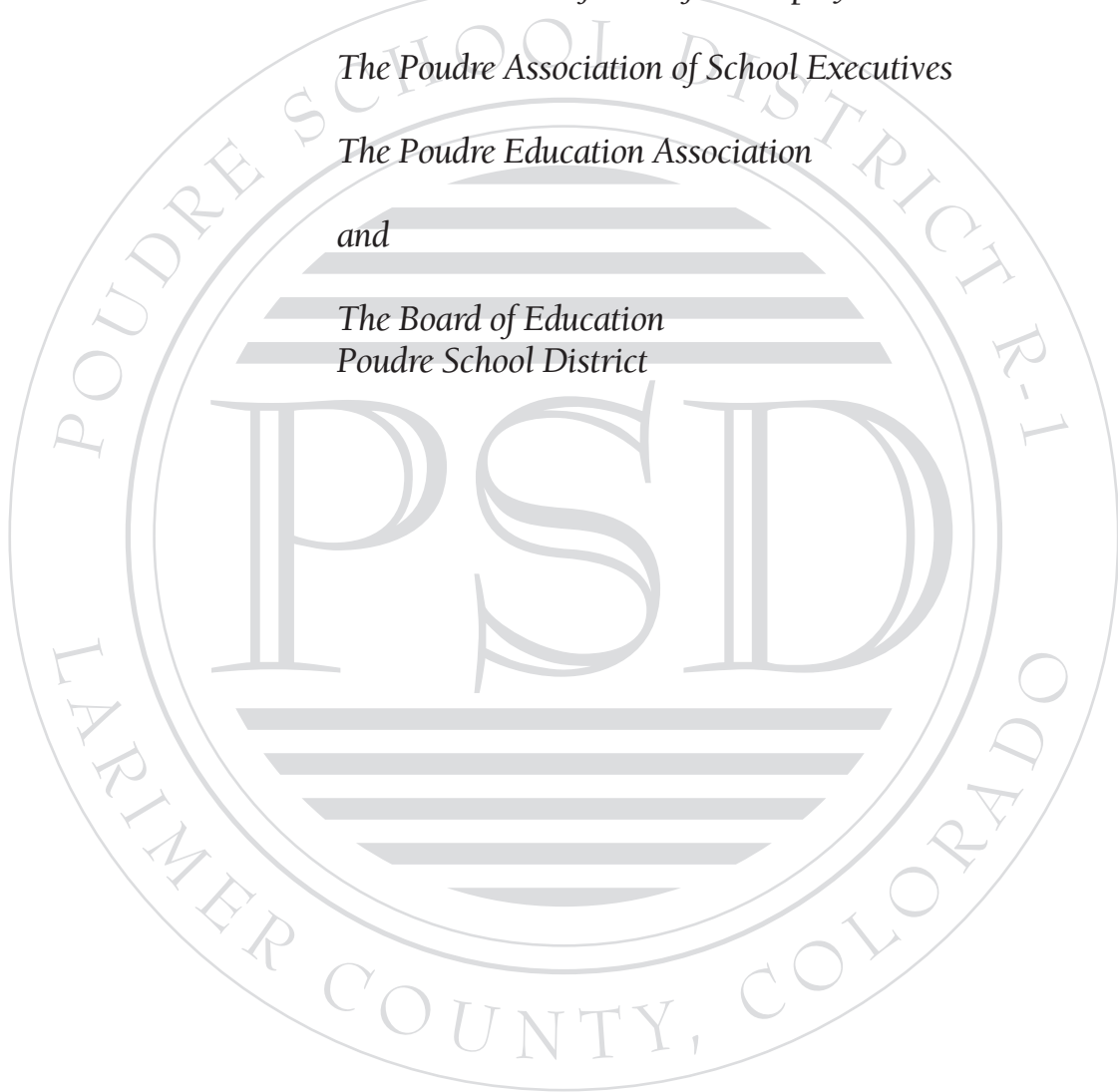
The Association of Classified Employees

The Poudre Association of School Executives

The Poudre Education Association

and

*The Board of Education
Poudre School District*



EMPLOYEE AGREEMENT
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SALARY SCHEDULES ARE LOCATED ON THE PSD WEBSITE:

www.psdschools.org

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: 5/96

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 Strategic Plan.
- 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: 5/96

ARTICLE 2—Definitions

- 2.1 **TEACHER**
The term *Teacher* as used in this Agreement shall mean any person who is regularly licensed by the teacher licensing authority for the State of Colorado and who is employed by the district under a teaching contract in a position which requires a teaching license.
- 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 classified 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 and who are not licensed teachers or licensed or classified administrators.
- 2.4.1 **INITIAL PERFORMANCE TRIAL PERIOD**
The term Initial Performance Trial Period is defined in District Policy GDI-Classified Staff Performance Trial Period to be the classified employee's first ninety (90) consecutive calendar days of employment, excluding periods of time when school is not in session due to winter break, spring break, and summer break. A newly hired classified employee who does not satisfactorily complete the initial performance trial period for any reason shall be dismissed.
- 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 EMPLOYEE GROUPS
The term *Employee Groups* as used in this Agreement shall mean ACE, PASE, and PEA, collectively.

2.11 Employees:

2.11.1 Full-Time Employees

2.11.1.1 A full-time Licensed or Classified Administrative Employee shall be defined as one who works 46 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).

2.11.1.2 A full-time Licensed Teacher shall be defined as one who works 46 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).

2.11.1.3 A full-time Classified Employee shall be defined as one who works 46 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.

2.11.2 Part-Time Employees

2.11.2.1 A part-time Licensed or Classified Administrative Employee shall be defined as one who works 46 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 70% – 99.99% (5.60-7.99 hours per day)

2.11.2.2 A part-time Licensed Teacher shall be defined as one who works 46 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 70% – 99.99% (based on the then current licensed calendar).

2.11.2.3 A part-time Classified Employee shall be defined as one who works 46 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 5.63-7.99 hours per day based on the then current standard classified calendar.

2.12 TEMPORARY CLASSIFIED EMPLOYEE

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

Adopted: 11/92
Revised: 5/94
Revised: 5/96
Revised: 7/02
Revised: 7/03
Revised: 8/06
Revised: 8/07
Revised: 2/09

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 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, 2010 and shall expire at the end of the day on June 30, 2012.

Adopted: 11/92
Revised: 5/96
Revised: 5/08
Revised: 6/10

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 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 and community/DAB representatives will be agreed upon by the 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.

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 PRE-NEGOTIATIONS MEETINGS

All representatives of groups will participate in a pre-negotiations meeting in which all issues from each group are 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 pre-negotiations meeting can be brought forward only with the agreement of the majority of the negotiations groups.

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 of each year's Memo of Understanding.

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 Superintendent's Issues Resolution Group 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 Superintendent's Issues Resolution Group
- 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's Cabinet
- A waiver will only be granted, with the unanimous consent of the Superintendent's Issues Resolution Group
- If a waiver is granted, it will be communicated to all employees
- The waiver will be in effect until the issue can be presented at the next negotiations process for formal action.

4.9 RATIFICATION OF SOLUTIONS

A representative of each group will review and approve the language of all agreements before final adoption. 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. Each employee group, with the assistance of Payroll and Accounting, will submit a draft of a salary schedule with proposed changes to the administration prior to the end of the annual negotiations process. A final proposed salary schedule will be provided to the Board of Education and the administration prior to the Board of Education's formal vote on the negotiated agreement.

4.10 UNRESOLVED ISSUES

The 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 administration, 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 Council. Issues may also be referred to specific sites or departments as appropriate for resolution.

4.10.2 ISSUES RESOLUTION GROUP

Monthly during the school year, the Superintendent, his/her Cabinet members and the Employee Group Presidents will meet 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 more timely manner, a formal negotiation session will be scheduled as soon as possible, or the waiver process, described in Section 4.9, 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.

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 be open for observation by members of the public, as outlined below:

- 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: 5/95
Revised: 5/96

Revised: 8/06
Revised: 5/08
Revised: 2/09

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. (Refer to Employee Agreement Article 4.13 Standing Committees.)

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 GROUP

The Budget Development Group (BDG) will include employee group representatives and up to 6 community members.

The BDG 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 BDG regarding budget review process as it relates to negotiations.

The Budget Development Group 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: Assistant Superintendent of Business Operations or designee

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: 5/95
 Revised: 5/97
 Revised: 5/01

Revised: 7/04
 Revised: 8/06
 Revised: 5/08
 Revised: 2/09

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

5.1 RELEASE TIME FOR PRESIDENTS

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

5.1.1.1 Full-time release for PEA president with financial support from PEA as previously negotiated.

PEA = actual cost less 1/2 of the preceding September's Teacher B.A. base rate of pay reimbursed by PEA

5.1.1.2 Full-time release for ACE president (up to 8 hours per day as determined by ACE).

ACE = 100% of actual cost

5.1.1.3 PASE =.5 licensed FTE

Adopted: 11/92
Revised: 5/08

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

5.4.1.1 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 (after implementation).

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 monthly Superintendent's 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 television and the print 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 Group, 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 (e.g. drug and alcohol testing).

5.5 Accountability for the Presidents' Roles and Responsibilities

In the interest of accountability, the employee group presidents will write an individual report first and then a group report that critically examines their role as problem solvers, committee participants, public relations liaisons, and communicators. These reports will be submitted bi-annually to the Superintendent.

Adopted: 5/95
Revised: 9/97
Revised: 5/08
Revised: 3/09

ARTICLE 6—CLASSIFIED GRIEVANCE PROCEDURES

- 6.1 Grievances may be made only of:
- 6.1.1 Demotions, suspensions without pay, and dismissals; or
 - 6.1.2 Action taken by the district that is inconsistent with or a misapplication of this Agreement or of district policy or regulations, and that directly and adversely affect the classified employee either as specified in subparagraph 6.1.1 above or as follows
 - 6.1.2.1 Negative material in a personnel file;
 - 6.1.2.2 Delay or denial of pay increase;
 - 6.1.2.3 Delay or denial of specified benefits such as vacation, sick leave, or other leave;
 - 6.1.2.4 Or other action which results in an adverse impact upon the employee's work record.
- 6.2 Employees serving the initial performance trial period as defined in Article 2 and temporary classified employees as defined in Article 2 have no grievance rights.
- 6.3 Any classified employee with a grievance must file a completed official grievance form, within ten (10) working 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, shall be deemed a waiver of the right to proceed with the grievance beyond that point.
- 6.4 The grievance shall be filed with:
- 6.4.1 The Executive Director of Human Resources for grievances for dismissals, demotions, or suspensions without pay; or
 - 6.4.2 The employee's immediate department supervisor for all other grievances.
- 6.5 The recipient of the grievance shall consider the issues raised by the grievance and shall respond to the grievant in writing within ten (10) working days from the receipt of the written grievance.
- 6.6 If the employee is not satisfied with the original response to a grievance under 6.4.2 above, the employee may submit the grievance on the same form to the Executive Director of Human Resources within ten (10) working days following the receipt of the original response. The Executive Director of Human Resources will consider the issues raised by the grievance, consult with the grievant and the department supervisor in question, and respond to the grievant within ten (10) working days from

the receipt of the grievance. The decision of the Executive Director of Human Resources shall be final and binding with respect to all grievances for all parties and no further procedures are allowed.

- 6.7 The time for responding to any grievance may be extended a reasonable amount of time not to exceed an additional fifteen (15) working days if the department supervisor is unavailable to meet and discuss the response to the grievance within the original response time. If the response time is to be extended, written notification will be given to the employee.
- 6.8 If the employee is dissatisfied with the response by the Executive Director of Human Resources regarding a grievance under Article 6.4.1 above, the employee may appeal and have the grievance heard by a Hearing Officer pursuant to the following procedure:
 - 6.8.1 The employee must file the appeal and request for a hearing in writing with the Executive Director of Human Resources within ten (10) working days following the receipt of the Executive Director of Human Resources written decision. The appeal must specify the grounds for appeal and will contain a detailed statement of the facts in support of the employee's position.
 - 6.8.2 Upon receipt of the appeal, the Executive Director of Human Resources will schedule a hearing with the Hearing Officer.
 - 6.8.3 The Hearing Officer will convene the hearing on a date mutually agreeable to all parties in interest but not later than sixty (60) days after the filing of the request for a hearing by the employee.
 - 6.8.4 The issues on review of the grievance by the hearing officer will be considered de novo. The grievant will have the burden of proof as to all disputed issues of fact.
 - 6.8.5 At the hearing, the Hearing Officer will have the authority to:
 - 6.8.5.1 Administer oaths and affirmations;
 - 6.8.5.2 Sign and issue subpoenas;
 - 6.8.5.3 Rule upon offer of proof and receive evidence;
 - 6.8.5.4 Dispose of motions in relation to summary disposition of the grievance;
 - 6.8.5.5 Set the time and place for continued hearings;
 - 6.8.5.6 Fix a time for filing of briefs and other documents;

- 6.8.5.7 Direct the parties to appear and confer to consider the simplification of issues and admissions of documents so as to avoid unnecessary proof and time delays;
- 6.8.5.8 Limit the number of witnesses;
- 6.8.5.9 Issue appropriate orders which will control the subject and course of proceedings;
- 6.8.5.10 Reprimand or exclude from the hearing any person for improper or indecorous conduct in his presence; and
- 6.8.5.11 Take any other action authorized by law for the conduct of the hearings.

6.9 Except as specified below, there will be no interrogatories, depositions, or other pre-hearing discovery.

6.9.1 Depositions, sworn affidavits, or other documents indicating trustworthiness may be submitted and received at the discretion of the Hearing Officer.

6.9.2 The nature of the hearing will be informal; however, each party will have the right to examine witnesses consistent with established rules of evidence and procedure for administrative hearings. The hearing officer will not be strictly bound by the Colorado rules of evidence and may admit testimony and/or exhibits into evidence which may not otherwise be admissible under the rules of evidence in his/her discretion upon a showing that the evidence is truthful and trustworthy.

6.9.3 All parties will have the right to appear in person with or without counsel. The grievant may have a representative to assist him/her in the hearing, which representative may or may not be an attorney licensed to practice law.

6.9.4 The hearing will be closed to the public.

6.9.5 No later than thirty (30) days after the conclusion of the hearing, the Hearing Officer will issue a two-part decision consisting of (1) Findings of Fact and (2) Recommended Decision. The Findings of Fact will be in sufficient detail to enable the Board of Education as stated below, to conduct a meaningful review of the Recommended Decision. The Recommended Decision will be only as follows:

6.9.5.1 Affirming the action of the district;

6.9.5.2 Modifying the action of the district; but if the action of the district is disciplinary, the modification will not impose more severe discipline; or

- 6.9.5.3 Reversing the action of the district.
- 6.9.5.4 The Hearing Officer has no power to recommend a more severe discipline. If the decision is to reverse or modify the action imposing discipline, the hearing officer may recommend remedial measures consisting of only reinstatement to former job or position, back pay, and back benefits. Reasonable attorneys' fees and/or other expenses may be awarded upon finding that the action grieved was a willful and wanton violation of the employee's rights under this policy. No other remedial relief is allowed.
- 6.9.5.5 An electronically recorded or other transcript of record will be made of the hearing.

6.10 The recommended decision of the Hearing Officer will be submitted to the Superintendent. If the district accepts the recommended decision of the Hearing Officer, the grievance process is complete. The district may appeal the decision to the Board of Education for review, modification, or approval in the discretion of the Board. The Board will be bound by the Findings of Fact made by the Hearing Officer unless the Board specifically finds that the Findings of Fact are not supported by the evidence. The party challenging the Findings of Fact made by the Hearing Officer will bear the cost of supplying the Board with a transcript of the proceedings before the Hearing Officer. The recommended decision may be accepted, rejected, or modified by the Board in its sole discretion, the decision of the Board shall be final and binding with respect to the grievance, and no further procedures are allowed. The Board has no power to impose a more severe discipline than the original discipline which was grieved.

Adopted: 11/92
Revised: 08/07
Revised: 3/09

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 as to the teacher or to the Association a violation or inequitable application of any of the provisions of the district practice or procedure; 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.

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 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

7.4 INDIVIDUAL AND GROUP TEACHER GRIEVANCES

7.4.1 INFORMAL CONFERENCE

7.4.1.1 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 or some other person be in attendance, or (2) may request that the Association's representative or some other person 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, Association's President, and/or building Association representative signs 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 at more than one (1) school; 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, or fifteen (15) days after the Level One hearing, whichever is sooner. 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 appropriate Assistant Superintendent will serve as umpire at the Level Two hearing. When a grievance does not relate to a specific administrative area, or if it concerns an administrative decision made by the appropriate Assistant Superintendent, the parties shall mutually agree upon an umpire. 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 umpire will furnish the grievant and/or the Association and the District with a written copy of his/her decision and reasons within ten (10) days after the grievance was heard.

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

7.4.4 LEVEL THREE

7.4.4.1 If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the umpire has heard the grievance, the Association may, if it deems the grievance meritorious, request a hearing before an arbitrator. Such request must be submitted in writing within fifteen (15) days after the Association receives the Level Two

decision, or twenty-five (25) days after the Level Two hearing, whichever is sooner. 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 establish a mutually-acceptable list of three or five arbitrators. The names of Arbitrators shall be 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. He/She 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 District, 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 District, the Association and the Grievant will meet to discuss the report. No more than ten (10) persons of each party shall attend such meeting. 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.

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 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.

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.

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Revised: 5/08
Revised: 3/09

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 each year during the first three years 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 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; of these, one can be the employee's self-evaluation. 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 be encouraged to 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 may have the completed self-evaluation form ready to review and discuss with the primary evaluator.

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

8.3.6.5 The primary evaluator and the classified employee shall mutually agree on the employee's professional goals and shall complete the goal setting section of the classified evaluation during this conference.

8.3.6.6 The primary evaluator shall make a recommendation on the evaluation form which will indicate the overall performance of the classified employee by selecting either "Eligible for salary increase" or "Place on probation/no increase".

8.3.6.7 In the event the primary evaluator chooses to place the employee on probation/no increase, the primary evaluator shall explain to the classified employee the ramifications for being placed on probation (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.

8.4 PERFORMANCE RATINGS:

8.4.1 **Exceptional:** An exceptional 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 **Commendable:** A commendable rating shall be given when the classified employee's performance often exceeds requirements, responsibilities, and expectations of the job and demonstrates mastery of many skills required.

- 8.4.3 Strong: A strong rating shall be given when the classified employee's performance is at a fully proficient level and consistently achieves the requirements, responsibilities and expectations of the job.
- 8.4.4 Needs Improvement: A needs improvement rating shall be given when a classified employee's performance does not consistently meet job requirements, responsibilities and expectations.
- 8.4.5 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:
 - 8.4.5.1 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.
 - 8.4.5.2 A comment is required when an ineffective is indicated.

8.5 EMPLOYEES ON PERFORMANCE IMPROVEMENT STATUS:

- 8.5.1 Performance improvement status is 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 performance improvement status to improve or correct performance deficiencies must receive a written performance evaluation one or more times during the corrective probationary period. The evaluation document will be used to determine whether to end or extend this status, or to support a recommendation for further disciplinary action. Supervisors are highly encouraged to work directly with Human Resources staff in these situations.
- 8.5.3 Any classified employee on performance improvement status will be ineligible for any negotiated salary increase or bonus during the disciplinary period. Upon successful completion of the remediation plan and return to a satisfactory performance level, 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 or bonuses shall be given.

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 Revised: 5/08
 Revised: 3/09
 Revised: 6/10

ARTICLE 9—EVALUATION OF ADMINISTRATORS

PILOT PROCESS WILL CONTINUE FOR 2010-11 and 2011-12 SCHOOL YEAR

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.

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 Poudre School District acknowledges its role in evaluating school 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. This evaluation system instrument will be used to determine overall levels of performance and to serve as documentation for unsatisfactory performance dismissal proceedings.

9.3 OVERSIGHT OF THE PROCESS

The District Personnel Performance Evaluation Council shall annually review the standards and indicators of the principal evaluation instrument and recommend revisions as determined by a majority vote of that council. Recommended changes will be considered by the Superintendent's Cabinet and final adjustments made.

9.4 THE PROCESS OVERVIEW

Evidence that may be included in the evaluation process are teacher, principal, and student actions and behaviors and artifacts prepared by the principal, 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

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

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

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: **Does Not Meet, Partially Meets, and Meets**

9.5.1. Comments Section

This section highlights those performance indicators through which a principal demonstrates accomplishments or offers suggestions and/or direction for improvement. Any serious concern regarding an administrator's performance shall be noted as a "serious concern" and a recommendation for improvement shall be made.

9.6 SUMMARY EVALUATION

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

9.6.1 Summative Determination

Each evaluation will result in one of the following judgments:

Meets Expectations

- Individual meets or exceeds district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectation.

Partially Meets Expectations

- Individual needs some additional skills and practice to fully meet district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

Does Not Meet Expectations

- Individual does not meet district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

9.7 PROVISIONS OF GENERAL APPLICATION (ADMINISTRATORS)

The school district shall conduct all evaluations so as to observe the legal and constitutional rights of the licensed 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.

9.8 STANDARDS AND INDICATORS OF PRINCIPAL EVALUATION:

9.8.1 STANDARD 1: STRATEGIC LEADERSHIP

The principal strategically focuses on excellence and continuous improvement.

Indicators:

- Collaboratively leads goal setting for school improvement
- Communicates the alignment of school and district vision and mission
- Leads and mobilizes stakeholder groups to work systematically on data-driven school improvement efforts
- Demonstrates leadership actions that uphold and reinforce shared decision-making practices
- Inspire others to create and act on a vision

9.8.2 STANDARD 2: INSTRUCTIONAL LEADERSHIP

The principal focuses the school community on learning, instruction, and assessment resulting in improved student achievement.

Indicators:

- Ensures that staff members are focused on effective teaching and learning through the use of evidence-based instructional strategies
- Visits classrooms and coaches staff in the use of evidence-based instructional strategies
- Facilitates the use of assessments to measure the growth of student learning and movement toward school goals
- Employs a system that provides for analysis and review of student performance that results in adjustments to instructional practices
- Ensures the use of differentiated instruction that meets a range of student needs and leads to improvement in student achievement and engagement

9.8.3 STANDARD 3: HUMAN RESOURCE LEADERSHIP

The principal effectively hires, supervises, and evaluates staff.

Indicators:

- Hires, supports, and retains quality instructional and support personnel
- Effectively provides feedback to staff through observation and feedback
- Takes timely, effective, and appropriate action regarding employee performance problems and misconduct
- Collaborates with building and district resources and departments when hiring, supervising, and evaluating staff

9.8.4 STANDARD 4: PROFESSIONAL DEVELOPMENT LEADERSHIP

The principal provides and/or orchestrates the professional development of school staff in addition to engaging in personal professional development.

Indicators:

- Collaboratively develops and implements professional development that reflects current school needs and is aligned with school and district goals
- Ensures that staff members transfer learning from professional development into instructional practices
- Engages staff in formal dialogue about teaching and learning
- Builds staff capacity by encouraging individual professional growth
- Actively seeks personal professional growth opportunities that enhances his/her instructional knowledge and leadership capacity

9.8.5 STANDARD 5: ORGANIZATIONAL LEADERSHIP

The principal manages the operations of the school that lead to an efficient and effective learning environment.

Indicators:

- Evaluates and aligns resources (time, talent, dollars, and staff) to support the school's instructional improvement efforts and goals
- Collaborates with staff and the community in resource allocation decisions that are aligned with district and school goals
- Designs, follows, and enforces policies and procedures that provide for the effective, safe, and lawful operation of the school
- Develops and implements a written security and crisis management plan and provides appropriate training for stakeholders

9.8.6 STANDARD 6: COMMUNITY RELATIONSHIPS

The principal designs and implements systems that result in community engagement, support, and ownership.

Indicators:

- Promotes effective communication and interpersonal relations with parents and other community members
- Works collaboratively with staff, families, and community members to secure resources and to support the success of a diverse student population
- Works in a collegial and collaborative manner with other administrators, school personnel, and the community to promote and support the mission and goals of the district and the school

9.8.7 Standard 7: Climate and Cultural Leadership

The principal fosters an environment dedicated to continuous improvement where people feel invested, safe, encouraged, and respected.

Indicators:

- Establishes and maintains a safe, encouraging, inclusive, and respectful school environment where stakeholders feel invested in the school
- Creates and nurtures a culture that demonstrates a commitment to high academic and behavioral standards for all students and teachers
- Exhibits a genuine, positive, and approachable demeanor

Adopted: 11/92

Revised: 5/94

Revised: 5/95

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Revised: 7/03

Revised: 8/07

Revised: 5/08

Revised: 6/10

Article 10—Evaluation Of Licensed Staff (Teachers)

- 10.1 The Board recognizes that the teaching process is extremely complex and that appraisal of the process is a difficult function. It also recognizes that sound appraisal of teaching performance is critical in achieving the educational goals of the school system.
- 10.2 The Board expects its supervisory and administrative staffs to exert every effort to help and encourage staff members to develop their teaching styles and instructional abilities to an optimum degree.
- 10.3 In keeping with state law, the Board shall establish a performance evaluation system which shall serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure professional growth and development and level of performance of licensed personnel. The evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance.
- 10.4 The Board shall consult with district administrators, teachers, parents, and the District Personnel Performance Evaluation Council in developing the evaluation system. A process shall be developed to conduct an on-going review of the evaluation system.
- 10.5 The basic requirements of the evaluation system shall be:
 - 10.5.1 The Board shall require regular evaluation of all teachers by administrators/supervisors who have an administrative license and education and training in evaluation skills which will enable them to make fair, professional, and credible evaluations of the personnel whom they are responsible for evaluating.
 - 10.5.2 Evaluations shall be conducted in a fair and friendly manner and shall be based on written criteria which pertain to good teaching and the staff member's particular position.
 - 10.5.3 Standards for satisfactory performance of licensed personnel and criteria which can be used to determine whether performance meets such standards shall be developed. The District Personnel Performance Evaluation Council shall be an active participant in the development of standards of performance.
 - 10.5.4 The system shall identify the various methods which will be used for information collection during the evaluation process such as direct and informal observation. All data on which an evaluation judgment is based will be documented to the extent possible and available for the teacher's review.
 - 10.5.5 The evaluation system shall specify the frequency and duration of the evaluation process which shall be on a regular basis to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn.

- 10.5.6 An evaluation document shall be prepared in writing. The evaluation document shall be specific as to performance strengths and weaknesses, specifically identify when a direct observation was made, identify data sources, and contain a written improvement plan. The written improvement plan shall be specific as to what improvements in performance, if any, are needed.
- 10.5.7 The staff members concerned shall have an opportunity to review the document with the supervisor who makes the evaluation, and both shall sign it. The evaluation document shall be reviewed by a supervisor of the evaluator whose signature also shall appear on it.
- 10.5.8 The system shall contain a process which shall be followed when a non-probationary teacher's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan, and an opportunity to correct the deficiencies.
- 10.6 The school district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.
- 10.7 The content of the evaluation, the ratings given, and any improvement or remediation plan shall not be grievable under the district's formal grievance process.
- 10.8 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. 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.
- 10.9 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.

Adopted: 11/92
Revised: 5/98
Revised: 7/03
Revised: 8/07
Revised: 6/10

10.10 TEACHER EVALUATION PROCESS

10.10.1 VISION

- 10.10.1.1 Just as we nurture and promote the growth of our students, so too do we affirm and support our own professional growth through the evaluation process. This growth will be developed

through good faith and trust between administration, classified staff and teachers.

10.10.1.2 This system is based on good teaching practices and is not a product of any particular educational methodology.

10.10.1.3 This same system will not only satisfy but also enhance the stated purposes of the Poudre School District teacher evaluation process which are:

- To improve instruction/student learning.
- To encourage and support individual professional growth at all levels of performance.
- To enhance the implementation of curriculum.
- To support district goals.
- To determine satisfactory or unsatisfactory performance.
- To serve as documentation for an unsatisfactory performance dismissal proceeding.

10.10.1.4 A partnership between principals and teachers to support growth is a new concept, which will eventually generate a radical new relationship. Elements of this new relationship include joint/active participation and shared responsibility for improvement between evaluator and evaluatee. We expect growth to be promoted by comments citing commendations and recommendations which empower teachers and principals. This continuous and cooperative nature was first imagined and then developed through the joint efforts of a committee of teachers selected by the Poudre Education Association and administrators. Through our struggles, we have sensed the tremendous power for good this system promises. We hope that the strength and knowledge we have gained by learning about evaluation will one day translate into the same growth and empowerment for all Poudre School District teachers and principals.

10.10.2 RATIONALE

10.10.2.1 Understanding that the effectiveness of evaluation is determined by the environment in which it occurs, it is our intent that this evaluation system rest on the following conditions:

- Evaluation is perceived as a positive, growth supporting system.
- Successful evaluation is based on the establishment of good faith and trust among administrators, classified staff and teachers.
- Each individual is included in the planning and responsibility for his/her own professional growth.

10.10.3 PURPOSES

10.10.3.1 The purposes of the Poudre School District teacher evaluation processes are:

- To improve instruction/student learning.
- To encourage and support individual professional growth at all levels of performance.
- To enhance the implementation of curriculum.
- To support district goals.
- To determine satisfactory or unsatisfactory performance.
- To serve as documentation for an unsatisfactory performance dismissal proceeding.

10.10.4 BELIEFS

- The process of evaluation shall be continuous and cooperative.
- The most effective evaluation occurs when teachers are empowered to self-evaluate.
- The improvement of instruction is a responsibility shared by both the evaluator and the evaluatee.
- The interaction between the teacher and the student is a key factor in the instructional process and shall be emphasized in the evaluation process.
- The written evaluation form shall include both commendations on a teacher's strengths and plans for continued growth.
- The evaluation shall be used when making administrative decisions concerning recommendations for re-employment, continuing employment, transfer, promotion, or discipline.

Adopted: 11/92
Revised: 5/94
Revised: 8/07

10.11 TEACHER EVALUATION PROCESS—PHASE I

10.11.1 Phase I is the interactive process between teacher and evaluator. Its purpose is to identify and establish areas of strengths as well as areas of potential growth. This is accomplished through a variety of strategies designed to collect data and provide feedback. The culmination of Phase I is an assessment of progress toward existing goals and development of a subsequent development plan.

10.11.2 CYCLE

10.11.2.1 This process must be completed, at a minimum, on a three year cycle for non-probationary staff and annually for probationary staff.

10.11.2.2 Non-probationary staff: Licensed staff members who have completed three full years of continuous teaching experience within the district, as defined by Colorado statute and who have been employed for the following year.

10.11.2.3 Probationary staff: Licensed staff members who have not yet attained non-probationary status by completing three full years of continuous teaching experience within the district, as defined by Colorado statute, and who have been employed for the following year.

10.11.3 INFORMATION SHARING

10.11.3.1 A primary evaluator shall be identified for each staff member. The evaluator is the administrator assigned to monitor and evaluate the performance of a licensed staff. Staff members should be informed that other administrators may also be observing their classrooms.

10.11.3.2 The evaluator is responsible for ensuring that each staff member is familiar with the evaluation process, including the performance areas, criteria and indicators, cycle, important dates, and forms to be used. NOTE: If the number of staff members evaluated over a three-year cycle is disproportionate, volunteers could be sought to move to a different point in the cycle.

10.11.3.3 The evaluator shall hold an information-sharing meeting at the beginning of the school year for teachers who will be evaluated that year. The information may be shared in small groups or individually.

10.11.3.4 Copies of the *Teacher Evaluation Process and Forms* shall be distributed to each staff member. Each staff member shall be encouraged to keep the handout as a reference.

10.11.3.5 General areas of performance as described on the formal evaluation form differ for licensed positions, i.e., regular classroom teacher, psychologist, social worker, counselor, etc. Please refer to the position description for each position.

10.11.4 MULTI-SOURCE DATA

10.11.4.1 A minimum of one internal and one external source of input is required.

10.11.4.2 The use of multi-source data as it pertains to the performance of a teacher shall be used only in conjunction with the formal

evaluation process and procedures as specified in this Employee Agreement.

- 10.11.4.3 The specific items and/or questions contained in any parent or student input forms used in conjunction with the teacher evaluation process shall be uniform District forms developed and mutually agreed to by the District and by the PEA. Exceptions may be granted through a variance request approved by the appropriate Assistant Superintendent and the PEA President.
- 10.11.4.4 Evaluators shall retain full responsibility and authority to evaluate teachers as specified in this Employee Agreement. The evaluator shall keep all individual survey forms confidential. Since multi-source data is often provided by persons not trained or licensed as evaluators, such data in itself is not to be considered an evaluation of performance. Such data shall be used:
 - (a) to corroborate the conclusions of a licensed evaluator whose judgments are based on his or her own observations and records of a teacher's performance, or
 - (b) to instigate a year of formal evaluation during which time a licensed evaluator shall make his or her own observations and records of a teacher's performance.
- 10.11.4.5 Parents and students will have the opportunity, but shall not be required to identify themselves on the forms, and shall return the forms to the appropriate supervisor.
- 10.11.4.6 In assessing the significance of the multi-source data, supervisors should consider a variety of factors. Considerations for parent input forms should include the number returned, patterns of response, and the nature of the comments. Considerations for student input forms should include the number returned, the age and maturity of the student, patterns of response, and the nature of the comments.

10.11.5 METHODS OF DATA COLLECTION

- 10.11.5.1 The evaluator is responsible for ensuring that each staff member is familiar with the methods of data collection. These include:
 - 10.11.5.1.1 Formal Observation: A classroom visitation by the evaluator of at least 30 uninterrupted minutes duration, resulting in a written observation record and a post-observation conference. At least two Formal

Observations and conferences must be completed prior to writing the formal evaluation.

10.11.5.1.2 Documented Observation: A classroom visitation by an evaluator of at least 15 minutes duration resulting in a written record which is shared with a teacher. As per state law, at least one Documented Observation is required for non-probationary teachers every year they are not receiving a summative evaluation.

10.11.5.1.3 Informal Observation: 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.).

- 10.11.5.2 Discussion between evaluator and teacher: Professional and school-related information shared between the evaluator and teacher which may be documented and used in the evaluation process.
- 10.11.5.3 Input from students (external): verbal or written feedback from students.
- 10.11.5.4 Input from parents (external): verbal or written feedback from parents.
- 10.11.5.5 Input from peers/colleagues (internal): verbal or written feedback from peers/colleagues.
- 10.11.5.6 Student achievement data (internal): formal and informal assessment data on student achievement.
- 10.11.5.7 Self evaluation (internal): verbal or written feedback from staff member.
- 10.11.5.8 Department members and/or grade level/unit members input (internal): verbal or written feedback from department head(s).
- 10.11.5.9 Other administrators' input (internal): verbal or written feedback from other building administrators.
- 10.11.5.10 Other: Any other data which has been documented and shared with the staff member or provided by the staff member.

10.11.6 PERFORMANCE LEVELS

10.11.6.1 NON-PROBATIONARY TEACHER:

10.11.6.1.1 Satisfactory performance: A teacher will be rated satisfactory when the teacher demonstrates success in all performance areas.

10.11.6.1.2 Improvement needed: A teacher will be rated improvement needed when it is determined by the evaluator that the need for growth is evident in one or more performance areas.

10.11.6.1.3 Unsatisfactory performance: A teacher will be rated unsatisfactory when the teacher does not demonstrate success in one or more performance areas.

10.11.6.2 PROBATIONARY TEACHER:

10.11.6.2.1 Meets expectations: Teacher 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.

10.11.6.2.2 Improvement needed: Teacher needs some additional skills and practice to fully meet district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

10.11.6.2.3 Does not meet expectations: Teacher does not meet district performance standards as defined by performance areas, criteria and indicators, site/district goals, job descriptions, professional goals and evaluator expectations.

10.11.7 OBSERVATIONS AND CONFERENCES

10.11.7.1 Frequent informal observations are strongly encouraged. It is strongly recommended that feedback be given to the staff member after an informal observation.

10.11.7.2 As per state law, at least one Documented Observation is required for non-probationary teachers every year in which they are not receiving a summative evaluation.

- 10.11.7.3 At least two Formal Observations and conferences must be completed prior to writing the formal evaluation. These standards are stated in terms of minimums; more inter-action is strongly recommended.
- 10.11.7.4 The pre-observation conference is an optional meeting between the evaluator and teacher held prior to a classroom visit for the purpose of exchanging information about the lesson to be observed.
- 10.11.7.5 The post-observation conference is a required meeting between evaluator and teacher held following a formal observation (within a five school-day period) for the purpose of discussing the observation and other factors relevant to the teacher's performance.
NOTE: The teacher will receive a copy of the written observation records.
- 10.11.7.6 If the staff member has completed the growth plan phase, the stated goals should be monitored during the observations and discussed in the post-observation conference.
- 10.11.7.7 During observations, the evaluator shall check that the district approved curriculum is the taught curriculum.

10.11.8 SUMMATIVE EVALUATION

- 10.11.8.1 The formal evaluation shall be written using the district Teacher Evaluation Form. The teacher has the opportunity to offer input into the final draft of the formal evaluation. A formal evaluation conference shall be held discussing the summative evaluation. Copies of the final Teacher Evaluation Form and development plan will be distributed to the evaluator, the teacher, and the appropriate Assistant Superintendent who signs and forwards it to Human Resources where it is filed.
- 10.11.8.2 The evaluator is responsible for deciding whether teacher performance is satisfactory or unsatisfactory in each performance area.
- 10.11.8.3 The employment status recommendation shall be made based upon the data collected.
- 10.11.8.4 Non-Renewal—A specific recommendation to discontinue a probationary teacher's contract with the district. Such a recommendation may be made on the basis of either the nature of the position to which the teacher was assigned, performance, or for any reason the Superintendent deems

sufficient. If the non-renewal recommendation is not based upon performance, this should be stated.

- 10.11.8.5 Retention Phase I—A specific recommendation to continue the staff member under contract to the district, indicating that performance is satisfactory.
- 10.11.8.6 Retention Phase II—A specific recommendation to continue the non-probationary staff member under contract but under the conditions of the Phase II evaluation process because of failure to meet performance criteria in one or more performance areas. Phase II shall provide support and assistance toward remediation of the problem.
- 10.11.8.7 Dismissal Phase III—A specific recommendation to terminate the employment of a non-probationary teacher during the school year who has completed the Phase II evaluation cycle and who is still unable or unwilling to meet one or more performance criteria.
- 10.11.8.8 If extreme circumstances warrant a departure from these procedures, it is the responsibility of the evaluator to meet with the Executive Director of Human Resources and the appropriate Assistant Superintendent to discuss the situation.
- 10.11.8.9 A recommendation for immediate suspension and/or dismissal could be made for due cause as defined by Colorado statute.

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Revised: 5/98
Revised: 8/07

10.12 TEACHER DEVELOPMENT PLAN—PHASE I

- 10.12.1 For all P2, P3, and annual teacher review non-probationary teachers, at the completion of the Phase I formal evaluation cycle and each year there-after, the evaluator and evaluatee shall meet to develop a Development Plan from each goal. The goals identified on the Development Plan may relate to professional, school, or district goals, and will reflect the recommendations for improvement listed on the formal evaluation. Copies will be retained by both the evaluator and teacher. One or more follow-up conferences (formal or informal) shall be held and documented to review progress toward goal accomplishment. These conferences may be combined with a post observation conference prior to the end of the school year, for teachers not being formally evaluated, the teacher is responsible for completing the Development Plan section and returning it to the evaluator to complete the annual review. The completed Development Plan(s) will be housed with the evaluator and may be used to assist the teacher in planning Development

Plan(s) for the following year. It is recommended that the evaluator provide feedback to the teacher prior to the development of the next year's Development Plan(s).

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10.13 TEACHER EVALUATION PROCESS NON-PROBATIONARY—PHASE II

10.13.1 Evaluation Process Phase II (Remediation) Phase II is designed to provide direct and immediate assistance to a non-probationary teacher whose performance is "unsatisfactory" in any one or more performance areas. A remediation plan will be developed to improve the teacher's performance. The plan will include specific resources, time lines and target behaviors. The process will be coordinated and closely monitored by the Executive Director of Human Resources to ensure fairness and opportunity for improvement.

Prior to the initiation of Phase II, all steps in Phase I must be completed.

10.13.1.1 The appropriate Assistant Superintendent and the Executive Director of Human Resources must be notified prior to the evaluator making the decision that a staff member's performance is *unsatisfactory* on a summative evaluation. The role of these administrators is to ensure that procedures followed are in compliance with both the Poudre School District evaluation system and Colorado statute.

10.13.1.2 A formal, summative evaluation conference shall be held between the evaluator and the teacher in which the teacher shall be notified that performance is unsatisfactory in the area(s) specified.

10.13.1.3 The Phase II process shall be explained to the teacher and the evaluator by the Executive Director of Human Resources and a timeline developed for completion of the 90 day Remediation Plan document. The teacher has the option of including an advocate (a PEA representative or fellow teacher, etc.) at this meeting. The following outcomes of Phase II shall be explained to the teacher:

10.13.1.3.1 If performance improves to meet the district performance criteria, the teacher may be returned to Phase I of the evaluation procedure.

10.13.1.3.2 If performance continues not to meet district performance criteria and additional remediation time is appropriate, a recommendation may be

made for the teacher to remain in Phase II for additional time.

- 10.13.1.3.3 If the teacher's performance continues not to meet district performance criteria because the teacher is either unable or unwilling to make the necessary changes, the teacher may be moved to Phase III (dismissal).

At the conclusion of the Phase II cycle, and based upon the judgment of the evaluator, one of the above recommendations shall be made.

- 10.13.1.3.4 Salary increases: Teachers on Phase II Remediation or Disciplinary Probation.

Any teacher on a Phase II remediation plan at the end of a school year and the remediation plan is to be continued into the next school year will be ineligible for any negotiated salary increase or bonus. When the teacher successfully completes the remediation plan and returns to a satisfactory performance level, the teacher will be eligible for any on-going salary increase on the date returned to regular employment status. There will be no retroactive salary adjustments including bonuses.

- 10.13.1.4 The evaluator shall complete Sections 1, 2 and 3 of the Remediation Plan and the Executive Director of Human Resources will review the document. The performance area(s) identified as *unsatisfactory* on the Remediation Plan must be the same as those identified on the summative evaluation form.

NOTE: If the evaluator is someone other than the principal, the principal should also consult with the evaluator during the Phase II process.

- 10.13.1.5 The evaluator and the Executive Director of Human Resources shall discuss Sections 1, 2, and 3 of the Remediation Plan with the teacher.

- 10.13.1.6 The evaluator, the Executive Director of Human Resources and the teacher shall jointly develop Sections 4 and 5 of the Remediation Plan. The Executive Director of Human Resources will facilitate this process. However, agreement by the teacher on the content of Sections 4 and 5 shall not be required for completion of the Remediation Plan. If agreement

is not reached on the content of Sections 4 and 5, the evaluator and Executive Director of Human Resources will be responsible for finalizing these sections of the Remediation Plan. The teacher is then responsible for carrying this plan out.

10.13.2 ROLE OF EVALUATOR

10.13.2.1 The Remediation Plan shall be signed by the teacher, Executive Director of Human Resources and the evaluator to acknowledge their discussion of its contents. One copy of this plan shall be given to the building evaluator, one copy retained by the teacher and copies submitted to the appropriate Assistant Superintendent, the Executive Director of Human Resources and at the option of the teacher, the Poudre Education Association.

10.13.3 IMPLEMENTATION OF THE REMEDIATION PLAN

10.13.3.1 The teacher works on the activities in the plan. Adequate time (90 days) while school is in session is allowed for improvement.

10.13.3.2 The evaluator will complete at least three monthly status reports, the purpose of which is to provide continuous feedback to the employee.

10.13.3.3 Within five school days of the completion of each monthly status report, a conference will be held.

10.13.3.4 The teacher may respond to the evaluator's comments by completing the Teacher's Comments sections. The teacher may or may not choose to share the monthly status reports with the Poudre Education Association.

10.13.3.5 The evaluator will send a completed copy of the monthly status report to both the Executive Director of Human Resources and the appropriate Assistant Superintendent.

10.13.3.6 At the conclusion of the remediation period, the evaluator will meet with the appropriate Assistant Superintendent and the Executive Director of Human Resources to discuss and determine the teacher's future placement in Phase I, Phase II or Phase III. The role of these administrators is to ensure that procedures followed are in compliance with both the Poudre School District evaluation system and Colorado statute.

10.13.3.7 The evaluator will complete a Teacher Evaluation Form addressing only those areas of performance identified for remediation using data collected during Phase II.

10.13.4 CULMINATION OF PHASE II

10.13.4.1 A formal evaluation conference will be held between the evaluator and the teacher. At this time, the evaluator's recommendation and a copy of the evaluation will be shared with the teacher.

10.13.4.2 If performance is no longer unsatisfactory, the staff member shall return to Phase I and write a development plan (Article 10.12)

10.13.4.3 If performance is unsatisfactory, the evaluator will recommend the teacher be retained in Phase II(remediation) or moved to Phase III (dismissal).

10.13.4.4 The appropriate Assistant Superintendent and the Executive Director of Human Resources must be notified prior to initiating Phase III dismissal procedures.

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Revised: 5/98

10.14 TEACHER EVALUATION PROCESS—DISMISSAL—PHASE III

10.14.1 EVALUATION PROCESS PHASE III (DISMISSAL) If performance is unsatisfactory and the teacher is found to be unwilling and/or unable to meet district performance criteria, the teacher will be recommended for dismissal.

10.14.2 PROVISIONS OF GENERAL APPLICATION

10.14.2.1 The evaluation process and instrument will be reviewed annually and revised as needed by the Teacher/Administrator Evaluation Committee and the District Personnel Performance Evaluation Council.

10.14.2.2 Nothing in the district's evaluation procedures shall be construed to imply in any manner the establishment of any personal rights not explicitly established by statute or board policy. Neither shall these procedures be deemed nor construed to establish any conditions prerequisite relative to non-renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

10.14.2.3 No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate such evaluation.

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

Adopted: 9/92
Revised: 5/94
Revised: 5/97

10.15 PROVISIONS OF GENERAL APPLICATION (LICENSED)

10.15.1 The evaluation process and instrument will be reviewed annually and revised as needed by the Teacher/Administrator Evaluation Committee and the District Personnel Performance Evaluation Council.

10.15.2 Nothing in the district's evaluation procedures shall be construed to imply in any manner the establishment of any personal rights not explicitly established by statute or board policy. Neither shall these procedures be deemed nor construed to establish any conditions prerequisite relative to nonrenewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel

10.15.3 All employment decisions remain within 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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Revised: 5/97
Revised: 8/07
Revised: 3/09

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:

- Teaching time provides for very little flexibility during the work day.
- Teaching 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 and assessment.
- 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 Licensed Professional Day Usage Procedure.

- 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 Office managers and classified staff dealing directly with students are encouraged to participate in staff development training and will be compensated according to district guidelines.

11.1.4 The use of contract days that are non-student contact days are defined in the chart contained in 11.2.5.

11.1.5 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. The following guidelines are to be followed by the sites:

11.1.5.1 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.

11.1.5.2 Licensed training may at times be deemed necessary by the appropriate district administrator or the Executive Director of Student Achievement and Professional Development or the Principal in conjunction with those Directors. Training offered outside the normal school day (as defined in 11.1.3.1) shall be on a voluntary attendance basis and compensated at the then current licensed staff development hourly rate.

11.1.5.3 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 11.1.5.1).

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 –reserved for teacher use within his/her building; not available for administrative meetings or assignments; designated teacher work days require teachers to be present at the building in the same time frame and subject to the same leave policies as would apply to a regular teaching day.

11.2.3 Parent conference/in-service/exchange days: typically placed equally in first and second semester; if all days are not required for conference they may be used for school or district in-service subject to the same leave policies as would apply to a regular teaching day. Days specified for parent conferences may be allowed as “exchange” days with teachers not required to report to their building, providing that after-hours parent conferences are scheduled so as to require equivalent extra teacher hours.

11.2.4 District in-service: As required. Subject to the same leave policies as would apply to a regular teacher day.

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

Elementary Teachers	Teacher Work Days	Parent Conference/ In-Service/Exchange	District In Service Days
	1 day immediately before the start of classes at a site 1 - typically in March	4 - typically 2 first semester, 2 second semester	1 contract day before the start of classes at a site.
	2 - typically in January and May		
	½ day - last day of school		
TOTAL	4.5 Teacher work days	4 Parent conference/In-service/Exchange	1

Middle School Teachers	Teacher Work Days	Parent Conference/ In-Service/Exchange	District In Service Days
	1 day immediately before the start of classes at a site 1 - typically in January 1 - typically in March	2 - typically 1 first semester, 1 second semester	1 contract day before the start of classes at a site.
	½ day - last day of school		
TOTAL	3.5 Teacher work days	2 Parent conference/In-service/Exchange	1

Senior High Teachers	Teacher Work Days	Parent Conference/ In-Service/Exchange	District In Service Days
	1 day immediately before the start of classes at a site 1 - typically in March	2 - typically 1 first semester, 1 second semester	1 contract day before the start of classes at a site.
	½ days - last day of school		
TOTAL	2.5 Teacher work days	2 Parent conference/In-service/Exchange	1

All Levels: 1 floating on-site work day per teacher (prorated) schedule in consultation with the principal for the 2010-11 and 2011-12 school years.

11.2.6 CONTRACT DAYS FOR PROBATIONARY TEACHERS:

- 11.2.6.1 P1 Teachers: Four additional contract workdays which may be structured by administration at the start of the contract year (Those days established by annual negotiations in conjunction with the adopted PSD school calendar).
- 11.2.6.2 P2 Teachers: Two additional contract workdays which may be structured by administration at the start of the contract year (Those days established by annual negotiations in conjunction with the adopted PSD school calendar).

Adopted: 5/99
Revised: 8/06
Revised: 5/07
Revised: 8/07

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: 5/96
Revised: 9/97 Issues Resolution Process
Revised: 5/98
Revised: 7/00
Revised: 8/06
Revised: 8/07
Revised: 6/10

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 will 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: 7/05
Revised: 8/07

11.5 ELEMENTARY PREPARATION TIME

- 11.5.1 In recognition of the need for adequate planning for all 60%+ teachers, continued emphasis will 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 will 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 must present his/her case for a waiver from this requirement to the appropriate Assistant Superintendent and PEA President.
- 11.5.3 An allocation of at least 3.0 additional staffing units (in the form of lunch-time aide time) will be made in order to provide the planning time required by this agreement for the first year. Said allocation will be made by the appropriate Assistant Superintendent. The aide time provided by this agreement must be used specifically to address the planning time issue. In the event that the 3.0 staffing unit allocation is inadequate to meet the requirement of this agreement, more aide time will be assigned by the appropriate Assistant Superintendent after consultation and agreement with PEA leadership.
- 11.5.4 Elementary teachers will 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 may be assigned only due to a paraprofessional absence extending beyond one day. A substitute paraprofessional will be hired to fill the supervisory role if at all possible.

- 11.5.5 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: 5/96
Revised: 5/97
Revised: 7/03
Revised: 7/05
Revised: 3/09

11.6 SECONDARY PREPARATION TIME

At the secondary level, the planning period is equal to the length of the standard class period of the day at the teacher's work site.

Adopted: 7/05

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 will be allowed a minimum of thirty (30) minutes duty-free time for lunch as arranged by the supervisor.

Adopted: 11/92
Revised: 5/96
Revised: 7/03

11.8 TEACHERS WORKING MORE THAN A STANDARD 100% CONTRACT

- 11.8.1 When, in the best interests of the district, a teacher works more than a 100% contract, the following personnel procedure will be followed. Allowing a teacher to work more than a 100% contract will 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 a Employee Report to document the over 100% contract to go to Payroll with the hiring Employee Report.
- 11.8.2 Principal at a site with over 100% contract position will request approval to proceed from the appropriate Assistant Superintendent. The President of Poudre Education Association will be consulted by the appropriate Assistant Superintendent.
- 11.8.3 Candidates for the position will be informed of the details of this greater than 100% position by the hiring principal.

- 11.8.4 Employee Report recommendations for hire will be sent to the appropriate Assistant Superintendent by the hiring principal.
- 11.8.5 Compensation for the portion beyond 100% will be calculated by using the extended contract formula.
- 11.8.6 If a teacher works more than 100% contract they shall be compensated as follows:
 EXAMPLE: Teacher is assigned 30 minutes each day beyond their 100% contract
 $180 \text{ days} \times 30 \text{ minutes} = 5400 \text{ minutes}$
 $5400 \text{ minutes} / 60 \text{ minutes} = 90 \text{ hours}$
 $90 \text{ hours} / (\text{required teacher contact hours } (6) \text{ per day}) = 15 \text{ additional days teacher works}$
 An Employee Report will be generated to reflect a 15 day extended contract

Adopted: 5/99
 Revised: 7/03
 Revised: 3/09

11.9 ACADEMIC FREEDOM AND CONTROVERSIAL ISSUES

- 11.9.1 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.
- 11.9.2 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.
- 11.9.3 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:

- 11.9.3.1 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, economical, or social, does youth develop abilities needed for citizenship in our democracy.
- 11.9.3.2 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.
- 11.9.3.3 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.
- 11.9.3.4 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 her or her teachers or the school.
- 11.9.3.5 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 fill out the reconsideration form provided by 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.

11.9.4 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: 7/03
Revised: 5/08

11.10 DISCIPLINE

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

Adopted: 11/92

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 Salary 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: 5/97
Revised: 7/00
Revised: 8/07
Revised: 3/09

12.2 ELEMENTARY TEACHER RESPONSIBILITY PAY

- 12.2.1 Using procedures contained in the Elementary Teacher Responsibility Pay Plan, each elementary school committee will develop a compensation plan appropriate to that site and agreed upon by staff. The current allocation per school is:
- Lab school \$5131
 - Enrollment 399 and under \$7262
 - Enrollment 400-599 \$9079

- Enrollment 600 + \$10,894
- Mountain school group \$5676

NOTE: The allocations above include both PERA and FICA.

12.2.2 Elementary schools should have a committee with teacher representation that approves the use of the site's Elementary Teacher Responsibility Pay. Often the PEA Representative serves on this committee.

12.2.3 The following stipends will be paid out of the Elementary Teacher Responsibility Pay Allocation assigned to each elementary site. For district standardization, a site could determine to pay more for this responsibility, but not less. The remaining funds for each site will be assigned to extra duties as determined by the site's Extra Duty Committee and in keeping with the "Elementary Teachers Responsibility Pay Guidelines and Criteria" detailed in 12.3 of the Employee Agreement.

District Track Meet	\$100
District Art Shows	\$100
Leadership	\$300 per person up to 8 people maximum per site. (The definition of what is "Leadership" at a site will be determined by the site.)
Choir	\$400

Elementary Teachers Responsibility Pay outside of the above mentioned areas is to be determined by the site's Extra Duty Committee and assigned in one of the following categories:

1. Enrichment Clubs (examples: OM, Geography Bowl, Spelling Bee, Science Fair or Club, Science Olympiad, Chess Club, Tutoring)
2. Leadership (examples: SITE Committee, Staff Development, PTO/PTA Rep, Team Leaders, Positive Behavior Strategies, Crisis Intervention Team)
3. STAT Team
4. Student Council

Compensation may not be used for administrator or administrative assistant assignments, as those are already compensated.

Adopted: 11/92
 Revised: 4/94
 Revised: 5/97
 Revised: 5/98
 Revised: 7/00
 Revised: 7/02
 Revised: 7/03
 Revised: 7/04
 Revised: 7/05
 Revised: 8/06
 Revised: 8/07
 Revised: 3/09

12.3 ELEMENTARY TEACHER RESPONSIBILITY PAY GUIDELINES AND CRITERIA

12.3.1 Elementary Teacher Responsibility Pay is based on the premise that such pay is an opportunity for elementary teachers to be monetarily compensated for time beyond their core week responsibilities, and a demonstration of the value the district and community places on these extra responsibilities.

12.3.2 The compensation is for time a teacher spends which benefits students directly and/or contributes to individual and staff professionalism. The assumed responsibilities must be over and above the normal expectations of the job.

12.3.3 The reasons for awarding Elementary Teacher Responsibility Pay are:

12.3.3.1 Individual teacher documentation of time spent (recorded in hours) will be the determinant for compensation.

12.3.3.2 The teachers' job descriptions as defined by a school staff will determine what responsibilities are eligible for additional compensation.

12.3.4 CRITERIA

Any Elementary Teacher Responsibility Pay must follow these criteria:

12.3.4.1 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.)

12.3.4.2 Activities must directly benefit students/parents or add to the professionalism of the building.

12.3.4.3 Anything for which one already receives compensation through time or money does not count.

12.3.4.4 Anything for which an individual receives credit hours does not count.

12.3.4.5 Plan time and duty free lunch given towards extra responsibility may be compensated.

12.3.4.6 Only licensed teachers will be eligible for this money.

Adopted: 5/96
Revised: 5/97
Revised: 8/07
Revised: 3/09

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: 7/00

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	Extra Duty Salary Column	Extended Contract	Column N Stipend
Business	F		yes
Language Arts	F	5 days	yes
Math	F		yes
Science	F		yes
Foreign Language	F		yes
ESL, ELL, ELA	F		yes
Social Studies	F	5 days	yes
Special Education	F	5 days	yes
Art	F	5 days	
Consumer & Family Studies	F	5 days	
Technology Ed	F	5 days	
Music	F		
Physical Education	F	5 days	
* Counseling	F	40 days	
* Media	F	20 days	

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

Adopted: 8/92
 Revised: 2/97
 Revised: 5/99
 Revised: 7/00
 Revised: 7/01
 Revised: 7/02
 Revised: 7/04
 Revised: 8/06
 Revised: 3/09

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

Department Leaders in:

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

When not given an extra planning period:

Each Leader: Column N and Column E of the Extra Duty Salary Schedule

Department Leaders in:

- 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 E 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: 8/92
Revised: 2/97
Revised: 5/97
Revised: 5/98
Revised: 5/99
Revised: 7/00
Revised: 3/02
Revised: 7/03
Revised: 7/04
Revised: 8/06
Revised: 5/08
Revised: 3/09
Revised: 6/10

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: 5/97

Revised: 9/97 Issues Resolution Process

Revised: 7/00

Revised: 8/06

Revised: 8/07

Revised: 3/09

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: 3/09

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 whose work assignment is 46 consecutive days or more in any assignment 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. Employees receiving PERA retirement benefits are not eligible for district health, life, dental, and vision benefits.

12.9.3.1 Summary of District Contributions

Plan	FULL-TIME EMPLOYEE	Part-time employee
EPO	District contributes up to \$5,664 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$4,968 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
PPO-1	District contributes up to \$5,664 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$4,968 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
PPO-2	District contributes up to \$4,968 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$4,968 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
High Deductible	District contributes up to \$3,000 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected.	District contributes up to \$3,000 per year toward employee only coverage. Employee pays 100% for any dependent coverage elected
Hospital Income	District contributes up to \$5,664 per year toward employee only coverage.	District contributes up to \$4,968 per year toward employee only coverage.

	No dependent coverage is available.	No dependent coverage available.
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 \$90 per year for \$50,000 policy. Optional coverage is available for employee, spouse, and children. Employee pays 100% for any dependent coverage elected.	District contributes up to \$90 per year for \$50,000 policy. Optional coverage is available for employee, spouse, 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 or employees receiving PERA retirement benefits.
- 12.9.6 Other optional benefits and payroll deductions may be available for staff who wish to participate.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/97
Revised: 7/02
Revised: 7/03
Revised: 8/07
Revised: 5/08
Revised: 3/09
Revised: 7/10

12.10 LANE CHANGES/PROFESSIONAL GROWTH

NOTE: The lane change process is not synonymous with the Colorado Department of Education process for recertification. 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).
- 12.10.2 For licensed staff new to the district, initial lane placement will be determined by highest degree and a review of additional hours. For all staff, course work 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 the first master's degree or earned doctorate may be completed by providing evidence of the degree with transcript or diploma; listing of hours is not required.
- 12.10.4 Requests for all other lane changes must include a completed Application for Professional Growth Credit (Lane Change) form, plus official transcripts for the courses being submitted.
- 12.10.5 All hours applied to lane change are subject to approval by the Executive Director of Human Resources, assisted by the Professional Growth Committee established for this purpose.
- 12.10.6 Board of Education policy requires a minimum number of hours within each range which must focus on maintaining expertise within one's current or past professional assignment within the district. These are referred to as field hours; field hour requirements are listed on the back of the lane change application.
- 12.10.7 Approval for hours earned will be granted if those hours meet one or more of the following guidelines:
 - 12.10.7.1 Graduate level courses in the subject area in which the licensed employee is currently assigned or has been assigned.
 - 12.10.7.2 Graduate or undergraduate level courses related to the staff member's current or past assignment.
 - 12.10.7.3 Graduate level courses in a general education or interdisciplinary area.
 - 12.10.7.4 Hours taken during a post-graduate licensure program which are not education courses or courses taken to satisfy curriculum requirements.
 - 12.10.7.5 PSD Professional Development coursework taken after August 1, 2009 approved by Professional Development and/or Human Resource Departments.

- 12.11 HOURS THAT WILL NOT COUNT FOR LANE CHANGE:
 - 12.11.1 Courses needed to meet requirements for the initial teaching or special service license.
 - 12.11.2 Hours earned prior to the receipt of the Initial or Professional Teacher/Special Service licenses.
 - 12.11.3 Undergraduate hours unless prior approval is granted.
 - 12.11.4 Any course in which a *D* grade or lower is earned.
 - 12.11.5 When applying for hours beyond a masters, all hours which were earned prior to the masters degree.
- 12.12 Lane adjustments are effective twice each academic year: August 1 and January 1.
- 12.13 Salary movement for approved course work or degrees completed by August 31 of the school year in which the application is submitted will be effective and, if necessary, retroactive to August 1 of the same school year the application is submitted for review.
- 12.14 Lane change requests must be submitted by the 10th of the month to be effective for that month's payroll.
 - 12.14.1 Effective August 31 paycheck: coursework completed and transcribed or university verified by August 10 (last day to turn in lane changes for the August payroll).
 - 12.14.1.1 Any lane changes submitted between September 1 - December 10 for coursework completed prior to August 31 would be effective beginning with the August 31 paycheck and prorated for the remainder of year.
 - 12.14.2 Effective January 31 paycheck: coursework completed and transcribed or university verified between September 1 and December 31 or coursework completed prior to August 31, but not submitted during the August through December pay periods.
 - 12.14.3 Any lane changes submitted between January 11 and May 10th of the school year for coursework completed prior to December 31, will be effective beginning with the January 31 paycheck and prorated for the remainder of the contract year. Coursework completed after December 31, will be effective beginning with the following August 31 paycheck.

- 12.14.4 Evidence of qualification for lane change hours/degrees completed by August 31 of the school year should be submitted as soon as such evidence is received. Official transcripts must accompany the request. Course work completed but not transcribed because of university transcribing dates must be verified in writing by the college/university or Poudre School District instructor of record and substantiated by a transcript prior to any future lane change.

Adopted: 11/92
Revised: 8/07
Revised: 5/08
Revised: 3/09

12.15 ADMINISTRATOR PROFESSIONAL GROWTH ALLOWANCE

- 12.15.1 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.

- 12.15.2 This allowance may be used for the following areas:

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

- 12.15.3 Any software and/or equipment, including technology-related equipment (e.g., PCs, notebook computers, cameras, printers, laptop computers, PDAs, televisions, VCRs, DVD players, camcorders, 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: 5/95
Revised: 7/04
Revised: 8/07
Revised: 5/08
Revised: 5/09

12.16 RETRAINING

12.16.1 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: 4/94
Revised: 5/97
Revised: 5/99
Revised: 3/09

12.17 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 the 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: 8/06

12.18 CLASSIFIED SALARY SETTING PROCEDURE

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 or vacation schedule outside of the Employee Agreement, the classification system process, negotiated agreement and/or promotional system.

Adopted: 7/05
Revised: 8/06

12.19 CLASSIFIED PROFESSIONAL GROWTH PROGRAM

12.19.1 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: 5/95
Revised 5/96
Revised: 3/09

12.20 CLASSIFIED STAFF DEVELOPMENT DAYS

Two days will be designated annually for classified staff development.

Adopted: 7/05

12.21 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: 8/06
Revised: 3/09

12.22 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: 8/06
Revised: 3/09

12.23 CAREER INCENTIVE

12.23.1 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.

12.23.2 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: 5/95
Revised: 7/00

12.24 PERA CONTRIBUTION REQUIRED FROM EMPLOYEES WORKING AFTER RETIREMENT

12.24.1 Retired employees who continue to work for the district and transitional retirees will have their salaries adjusted to cover the required employer PERA contribution.

Adopted: 8/6
Revised: 3/09
Revised: 6/10

12.25 INVOLUNTARY CLASS COVERAGE

12.25.1 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.

- 12.25.2 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: 5/96
Revised: 7/02
Revised: 3/09

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 whose work assignment is 46 consecutive working days or more in any assignment (except temporary or substitute) are eligible for leave time according to the following schedule:
 - 13.1.1.1 Eligible Licensed Teachers: Flexible Leave Time, Sick Leave Time, and Professional Leave Time. (Exception: Teachers in a work assignment of 46 consecutive working days or more but less than 100 days, 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 (Exception: Employees in a work assignment of 46 consecutive working days or more will receive sick 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 licensed employee accrual rate will be based on pupil contact hours including planning time, and the classified and administrator rate 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.

Adopted: 11/92
 Revised: 5/95
 Revised: 5/96
 Revised: 5/97
 Revised: 7/00
 Revised: 5/01
 Revised: 7/02
 Revised: 7/03
 Revised: 7/04
 Revised: 8/06
 Revised: 8/07
 Revised: 5/08

13.2 REPORTING LEAVE TIME

- 13.2.1 Accounting of leave time will be reported in pupil contact hours for licensed teachers. Planning time is considered a pupil contact hour. Leave time is accrued and deducted at the same rate, based on pupil contact hours.
- 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: 5/96
Revised: 8/07

13.3 FLEXIBLE LEAVE TIME (PAID - LICENSED TEACHERS)

THE PILOT PROCESS WILL CONTINUE FOR THE 2010-11 AND 2011-12 SCHOOL YEAR

- 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 Notification 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.

Adopted: 5/96
Revised: 5/97
Revised: 7/00
Revised: 7/04
Revised: 7/05
Revised: 8/07
Revised: 5/08

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 (defined as father, mother, sister, brother, husband, wife, and/or child).
In addition, up to six weeks of sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of sick leave must begin on the day of placement.
- 13.4.4 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.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/01
Revised: 7/04
Revised: 8/07

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: 5/95
Revised: 5/96
Revised: 8/07

13.6 COMMUNITY SERVICE LEAVE TIME (CLASSIFIED AND ADMINISTRATIVE)

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: 5/96

13.7 FLOATING HOLIDAYS (PAID CLASSIFIED AND ADMINISTRATIVE)

- 13.7.1 The equivalent of approximately three floating holidays are granted annually to all eligible classified and administrative employees with the approval of the employee's supervisor. Time will accrue in hours based on eligible 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.

Adopted: 11/92
 Revised: 5/96
 Revised: 5/97
 Revised: 7/00
 Revised: 5/01
 Revised: 7/02
 Revised: 7/04
 Revised: 7/05
 Revised: 5/08

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 46 consecutive working days or more in any assignment receive Thanksgiving and Christmas day as a paid holiday if the holiday falls within their contract period.

Adopted: 11/92
 Revised: 5/95
 Revised: 5/96
 Revised: 7/04

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.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/01
Revised: 7/04
Revised: 7/05

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: 5/96

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 (defined as father, mother, sister, brother, husband, wife, and/or child). In addition, up to six weeks of sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of sick leave must begin on the day of placement.

13.11.3 Unused sick leave time is cumulative from year to year with no limitation on the number of hours accrued.

13.11.4 Prior approval is not required for sick leave use; however, employees are required to inform the appropriate supervisor of their absence at the earliest possible time. Supervisors may require a certification of illness by a physician at any time.

13.11.5 Any Floating Holiday Time (Article 13.7) 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.

13.11.6 There is no reimbursement for sick leave upon separation of employment from the district except as otherwise provided in procedure.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/97
Revised: 5/01
Revised: 7/04

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: 5/95
Revised: 5/96

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.

Adopted: 11/92
Revised: 5/96
Revised: 9/97 Issues Resolution Process
Revised: 7/00
Revised: 5/01
Revised: 7/03
Revised: 7/04
Revised: 7/05
Revised: 8/06
Revised: 8/07
Revised: 5/08

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 for any hours worked over 40 in the workweek at their overtime rate in accordance with the Fair Labor

Standards Act. Employees have the option of receiving their overtime as pay or as comp time. Comp time will be calculated at one and one-half hours for every hour of overtime worked. 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 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 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 use of the time off with their supervisor.

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

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.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/01
Revised: 7/03
Revised: 7/04

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 father, mother, sister, brother, husband, wife, or child).
- 13.16.2 Absence necessitated due to a death of someone in the employee's family other than a member of the immediate family 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 can 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 eight 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.
- 13.16.4 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).

Adopted: 11/92
Revised: 5/96
Revised: 7/00
Revised: 7/04
Revised: 7/05
Revised: 8/07
Revised: 5/08

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.

Adopted: 11/92
Revised: 5/96
Revised: 8/07

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 or child, the employee only needs to 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 child, spouse, parent, sister or brother.
- 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. (See Appendix)
- 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 or child.
- 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. Twelve month employees 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.

Adopted 5/92
Revised 5/95
Revised: 5/96
Revised: 5/98
Revised: 7/00
Revised: 7/03
Revised: 7/04
Revised: 7/05
Revised: 8/07

13.19 LEAVE BENEFIT TO CARE FOR A TERMINALLY ILL SPOUSE 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 or child. 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 or child must be diagnosed by a physician (as defined by the Poudre School District Health Plan 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 or child. 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 or child (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 or child, you will be eligible for the leave benefit without having to meet the 15 day Waiting Period.

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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. Twelve month employees 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.

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Revised: 5/98
Revised: 7/00

Revised: 7/03
Revised: 7/04
Revised: 7/05
Revised: 8/07

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.

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 Revised: 8/07

13.22—PERSONAL LEAVE OF ABSENCE (UNPAID)

- 13.22.1 An employee who has completed three continuous consecutive years of service from employment or re-employment in any position (excluding substitute or temporary positions) or since the last personal leave is eligible for a personal leave of absence.
- 13.22.2 The unpaid leave may be for any purpose and must be requested for an absence extending beyond 15 working days.
- 13.22.3 Accrued leave time may not be used during a personal leave of absence except that 260-day employees must use all accrued vacation time at the beginning of their personal leave of absence, which will run concurrently with the personal leave of absence.
- 13.22.4 An employee requesting personal leave must submit a written request on an Application for Leave of Absence 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.

- 13.22.5 Classified requests will be approved or denied by the Executive Director of Human Resources or designee.
- 13.22.6 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.
- 13.22.7 Following approval of a personal leave, a leave agreement between the employee and the district will be generated. An employee on personal leave must notify Human Resources in writing as prescribed by the written leave agreement.
- 13.22.8 Any personal leave of absence must not extend beyond one complete school year, following a partial school year, and twelve month employees may not be on personal leave longer than 12 months. An extension of a one-year personal leave may be granted for district approved partnership only.
- 13.22.9 A personal 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. Twelve-month employees may not combine a personal leave with other leaves of absence to extend beyond 24 months. A personal leave cannot be combined with a sabbatical or enrichment leave of absence.
- 13.22.10 When an employee on personal 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.
- 13.22.11 While on personal leave, the employee retains salary position, unused accrued leave time, and employment status earned prior to the leave of absence.

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13.23—SABBATICAL LEAVE OF ABSENCE -LICENSED TEACHING STAFF

- 13.23.1 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: 5/08

13.24—SABBATICAL LEAVE OF ABSENCE ADMINISTRATORS

- 13.24.1 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 negotiations process.

- 13.24.2 Sabbatical Leave may be granted for the following purposes:
 - 13.24.2.1 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.
 - 13.24.2.2 A specific plan for independent study or research, supporting the professional growth of the applicant and/or the needs of the district.
- 13.24.3 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.
- 13.24.4 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.
- 13.24.5 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.
- 13.24.6 The total number of Administrative Sabbatical Leaves shall not exceed three per contract year.
- 13.24.7 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.
- 13.24.8 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 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.

- 13.24.9 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.
- 13.24.10 The Sabbatical Leave salary for administrators less than 8 hours per day shall be prorated based on the part-time salary of the administrator.
- 13.24.11 Administrators on Sabbatical Leave may augment their Sabbatical Leave salary with aids, fellowships, scholarships, or other stipends.
- 13.24.12 The administrator shall not deviate from the approved program except with the written permission of the Superintendent.
- 13.24.13 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 administrator under the terms of the Leave Agreement, provided the Executive Director of Human Resources has been promptly notified of such accident or illness.
- 13.24.14 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.
- 13.24.15 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.

- 13.24.16 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.
- 13.24.17 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.
- 13.24.18 A Sabbatical Leave cannot be combined with a personal leave of absence.
- 13.24.19 Refer to Administrative Regulations for details of the procedure for use of Sabbatical Leave.

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13.25—CLASSIFIED ENRICHMENT LEAVE

- 13.25.1 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.
- 13.25.2 Enrichment Leave may be granted for the following purposes:
- 13.25.2.1 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.

- 13.25.2.2 A specific plan for independent study or research, supporting the professional growth of the applicant and/or needs of the district.
- 13.25.3 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.
- 13.25.4 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.
- 13.25.5 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.
- 13.25.6 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.
- 13.25.7 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.
- 13.25.8 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.
- 13.25.9 Employees on Classified Enrichment Leave may augment their Enrichment salary with aids, fellowships, scholarships, or other stipends.
- 13.25.10 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.
- 13.25.11 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.

13.25.12 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.

13.25.13 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.

13.25.14 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.

13.25.15 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.

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

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

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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 notification 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, an Assistant Superintendent of School Services, the Assistant Superintendent of Business Services, 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 level(s) or subject area(s) will be affected by RIF will be based on the aggregate information

obtained from each site/department and district-level decisions regarding program need and change.

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 Immediately following such a decision, the Board of Education shall prepare a statement that explains the state of fiscal emergency or the program change. This statement 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.

14.1.3 GENERAL PROCEDURES

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.

14.1.4 LAYOFF PROCEDURE

- 14.1.4.1 Classified employees identified for layoff shall be given a minimum of 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 Layoffs 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 III. 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.

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.
- 14.1.6.3 The Public Health Service Act (PHSA) provides for continuation of coverage requirements for health plans maintained by instrumentalities of the government, such as the Poudre School

District, in a manner similar to “COBRA” which applies to nongovernmental health plans. Employees who are laid off in accordance with the RIF procedure will be eligible to continue health, dental, and vision benefits under PHSA. During the time the employee is on recall status, the employee (and his or her dependents) will be eligible to elect to continue health, dental, and vision coverage for a limited period of time as outlined in the regulations, provided that the employee pays 102% of the total premiums due for each type of coverage (e.g., health, dental, etc.). The district does not pay for any portion of the premiums elected for continuation of coverage under PHSA.

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.
- 14.1.7.12 SIX-YEAR GUARANTEE: Job security gained by a classified, school-based instructional employee who has completed six consecutive years of employment.

Adopted: 11/92
 Revised: 5/95
 Revised:8/06
 Revised: 8/07

14.2 REDUCTION IN FORCE—LICENSED

- 14.2.1 When cancellation of employment is necessary, it shall be accomplished based upon seniority with the least senior staff member being the first to have his or her employment contract canceled. Further reductions in force shall proceed based upon seniority.
 - 14.2.1.1 Seniority lists shall be developed based upon the first date of work under contract as a teacher in Poudre School District.
 - 14.2.1.2 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.
- 14.2.1.3 The seniority list shall include each endorsement area for each person on the list.
- 14.2.1.4 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.
- 14.2.1.5 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.
- 14.2.1.6 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.
- 14.2.1.7 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.
- 14.2.1.8 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.
- 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 was released due to a RIF situation due to fiscal exigency which had no relationship to performance.
- 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 Cancellation of employment may take place when the Board of Education decides that a fiscal exigency or a program change requires cancellation of one or more teaching positions. Such a decision may be made and any resulting termination may be affected only in accordance with the procedure provided in this Reduction in Force policy.
- 14.2.8.1 Prior to a decision that a state of fiscal exigency exists or is imminent, or a program change has occurred or should seriously be considered, and cancellation of employment of one or more teachers' contracts may be required because of either circumstance, the Board of Education shall conduct two readings on the matter at public Board of Education meetings.
- 14.2.8.2 Immediately following such a decision, the Board of Education shall prepare a statement that identifies with reasonable particularity the state of fiscal exigency or the program change. This statement shall be transmitted forthwith to the Superintendent of Schools, the Poudre Education Association, and any person or persons potentially known to be affected.
- 14.2.8.3 Upon receipt of such notification 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.
- 14.2.8.4 The determination as to which level(s) or subject area(s) will be affected by RIF will be based upon the aggregate information obtained from each individual building and district-level decisions regarding program need and change.
- 14.2.8.5 The final decision regarding the staffing reduction needed shall be made by the Superintendent.

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

14.2.8.7 The Public Health Service Act (PHSA) provides for continuation of coverage requirements for health plans maintained by instrumentalities of the government, such as the Poudre School District, in a manner similar to "COBRA" which applies to nongovernmental health plans. Employees who were laid off in accordance with RIF procedure will be eligible to continue health, dental, and vision benefits under PHSA. During the time the employee is on recall status, the employee (and his or her dependents) will be eligible to elect to continue health, dental, and vision coverage for a limited period of time as outlined in the regulations,

provided that the employee pays 102% of the total premiums due for each type of coverage (e.g. health, dental, etc.). The district does not pay for any portion of the premiums elected for continuation of coverage under PHSA.

Adopted: 11/92
Revised: 5/95
Revised: 8/06
Revised: 8/07

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 nonprobationary 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 retained.

14.2.12 RECALL ORDER

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

Adopted: 11/92
Revised: 8/06

14.2.13 PRIVATIZATION OF SUPPORT SERVICES

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

14.2.13.1 PRIVATIZATION BELIEF STATEMENTS

- 14.2.13.1.1 The level of commitment of present classified employees to the students of PSD will not and cannot be matched by employees of a private firm.
- 14.2.13.1.2 The decision to privatize support services should be data based and cost effective for PSD.
- 14.2.13.1.3 If the decision to explore privatization is made, and service levels determined, a detailed analysis should be conducted by the affected areas to assist in preparing information for the bid process.
- 14.2.13.1.4 The development and analysis of proposals should utilize the expertise of the managers and employees of the affected areas.
- 14.2.13.1.5 Because of the time and resources required to implement a privatization study process, an area should be examined for possible privatization no more frequently than once every five years.
- 14.2.13.1.6 Information should be gathered from other school districts where comparable privatization has previously occurred to see if positive results have been achieved.

14.2.14 STAFF RETENTION PROCEDURE FOR PRIVATIZED SERVICE

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

- 14.2.14.1 Contractor must interview all laid off employees who apply for open positions.
- 14.2.14.2 After 5 years, contractor must hire all employees with greater than 3 years of service with Poudre School District; employees become subject to contractor's salary and benefit schedules.

- 14.2.14.3 After 1 year, contractor may lay off (based on seniority) due to service/staffing level changes.
- 14.2.14.4 Salaries (hourly rate) may not be reduced for 5 years. Salaries can increase subject to contractor and Poudre School District agreement.
- 14.2.14.5 Contractor can terminate for documented non-performance after first 6 months of service with contractor or immediately for violation of Board of Education policies or federal or state statutes.
- 14.2.14.6 Contractor is free to immediately utilize district personnel in the best suited position based on education, abilities, and talents for the Poudre School District contract only.
- 14.2.14.7 Poudre School District health, dental, and life insurance benefits continue for the period the employee remains employed with Poudre School District.

Adopted: 5/93
Revised: 5/95

ARTICLE 15—STAFFING

15.1 JOB SECURITY FOR POSITIONS SUBJECT TO BUILDING STAFFING-CLASSIFIED

15.1.1 Any classified employee in Poudre School District who has six or more consecutive years of service in a school-based classified position, which is subject to building staffing, shall be protected from job loss or a reduced school-based classified job 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 1 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. 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 15.1.5, 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.

15.1.5 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: 5/08

15.2 PASE WORKLOAD RELIEF FUND

15.2.1 The fund of \$42,000 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.

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
• Kinard Middle School:	\$ 4,500
• Leshar Middle School:	\$ 4,500
• Lincoln Middle School:	\$ 4,500
• Preston Middle School:	\$ 4,500
• Webber Middle School:	\$ 4,500
TOTAL FUNDS:	\$42,000

These funds are part of site-based budgets.

Adopted: 11/92

Revised: 5/95

Revised: 5/96

Revised: 7/04

15.3 Class Size/Teacher Load Relief Fund

- 15.3.1 A relief fund of \$150,000 addresses excessive teachers loads. It is the intent of this Agreement that this fund be available each year and a minimum of \$100,000 be available every year with more if budget allows.
- 15.3.2 The relief plan is designed to provide selective assistance to a variety of specific teacher load problems. Instead of hiring three teachers with available funds which would have little impact district-wide, the plan offers many teachers the opportunity to help their own situation by applying for relief. This offers buildings the flexibility to deal with overload situations in a variety of ways.
- 15.3.3 The fund will primarily be used for short-term (one year or semester) relief that maximizes the use of paraprofessionals. Aid to primary (K-3) teachers will remain a district priority.
- 15.3.4 The timeline listed below will be accelerated so that decisions are made as soon as possible.
- 15.3.5 THE PROCESS
 - 15.3.5.1 Building committees for the ensuing school year will be formed or identified by June of the current school year.
 - 15.3.5.2 Information and applications will be distributed to buildings and explained in a staff meeting. Principals and PEA reps will be provided with information and application before school begins to insure teachers are well informed. Teachers should be informed at the first building staff meeting.
 - 15.3.5.3 Teachers complete applications identifying their problem, providing possible solutions, and detailing a class and/or teaching assignment profile. (Applications will be available at each site prior to the first day of the school year.) Teachers should be encouraged to provide as much information as possible on their application for the benefit of the district committee.
 - 15.3.5.4 Teachers submit applications to building principal who will call a building committee meeting during first week of school year.
 - 15.3.5.5 Building committees prioritize teacher requests which can't be solved at the building level and submit to the district committee. (Applications due at a time designated by the PEA President and Assistant Superintendents during the second week of school.)

- 15.3.5.6 District committee receives and reviews requests and determines how many teacher requests can be accommodated and which requests will be funded. The district committee will meet during the second week of school to make decisions on the applications.
- 15.3.5.7 All applicants are notified of the committee decisions.
- 15.3.5.8 Notification in writing to principal, PEA representatives and teacher of decision.
- 15.3.5.9 All building principals and PEA representatives will be informed of the total number of applications submitted and total number of FTE's requested, as well as what was funded by building and FTE.
- 15.3.5.10 If a building has submitted more than one application or only part of a request is funded by the district committee, the building level committee will meet again to decide how the funding received will be used unless the district committee specifically decides what is funded and what is not.

Adopted: 11/92
Revised: 5/96

15.4 PROVISIONS FOR STAFFING FLUCTUATIONS

- 15.4.1 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
- 15.4.2 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.
- 15.4.3 Seniority is the primary criterion used to resolve staffing overages.
- 15.4.4 If staffing fluctuations require reductions in force (RIF) to alleviate the staffing overages, District Policies GCOA, GDQA, and GDQA-R shall be used for that purpose.
- 15.4.5 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.

- 15.4.6 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.
- 15.4.6.1 Share the information with the staff so all can be aware of the problem and can assist in generating solutions.
 - 15.4.6.2 Rearrange existing staffing by moving staff into other areas of qualifications.
 - 15.4.6.3 Encourage people who are going to resign to do so as early as possible.
 - 15.4.6.4 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.
 - 15.4.6.5 Seek voluntary retirements.
 - 15.4.6.6 Encourage voluntary transfer requests.
 - 15.4.6.7 Seek voluntary reductions in contract if the reduction does not harm the program as determined by the supervisor.
 - 15.4.6.8 Seek one-year placements for people outside the building or program—possibly replacing people on leave of absence elsewhere in the district.
 - 15.4.6.9 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.
- 15.4.7 If options within the building cannot alleviate the staffing overage and a required placement is necessary, the following approaches will be followed:
- 15.4.7.1 Normally, the least senior staff member qualified in the area of overage will be identified as the staff member to be transferred.
 - 15.4.7.2 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:

- 15.4.7.2.1 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?
- 15.4.7.2.2 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.
- 15.4.7.2.3 If the staffing issue is still unresolved, a written position 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.
- 15.4.7.2.4 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.
- 15.4.7.2.5 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.

- 15.4.8 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.
- 15.4.9 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 *No Child Left Behind*.
- 15.4.10 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.
- 15.4.11 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.
- 15.4.12 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.
- 15.4.13 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.
- 15.4.14 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.
- 15.4.15 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: 8/07
Revised: 6/08

15.5 STAFFING NEW SCHOOLS

15.5.1 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.

15.5.2 STAFFING NEW ELEMENTARY SCHOOLS

15.5.2.1 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.

15.5.2.2 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.

15.5.3 STAFFING A NEW MIDDLE SCHOOL

- 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 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.

15.5.3.1 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 turn in 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.

15.5.3.2 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: 7/03
Revised: 8/07

15.6 EXTERNAL TEACHER EXCHANGES

- 15.6.1 Teacher exchanges between Poudre School District and other districts, including those in foreign countries, are designed to broaden teachers' understanding of other cultures and enhance the educational process for students. PSD exchange applicants must be outstanding representatives of the teaching profession with at least four years of teaching experience in the district. Only non-probationary teachers are eligible for the exchange program.
- 15.6.2 All exchanges will be facilitated by Human Resources with the approval of involved principals, including the appropriate Assistant Superintendent. All contracts for exchanges must be approved by Human Resources. The Superintendent must approve all requests.
- 15.6.3 Poudre School District exchange teachers will be paid by and receive retirement and insurance benefits from this district. Incoming exchange teachers working in this district will receive pay, retirement, and insurance benefits from their home districts. A teacher remains a continuing employee of the district which authorizes the exchange and is treated as if performing services within that same home district.
- 15.6.4 There are various agencies that sponsor exchange programs. Each program has its application guidelines and deadlines. Please contact Human Resources for current information.

Adopted: 11/92

15.7 INTERNAL TEACHER EXCHANGES

- 15.7.1 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.

- 15.7.2 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.
- 15.7.3 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, a Employee Report (ER) Form for each teacher will be submitted by the receiving principal indicating *Teacher Exchange—One Year Only*.

Adopted: 11/92
Revised: 8/07

15.8 USE OF INTERNS/PARTNERS

- 15.8.1 The following guidelines clarify the use and assignment of UNC graduate interns in the Poudre School District:
 - 15.8.1.1 The Graduate Internship is a program developed and governed by UNC and therefore under the jurisdiction of the University for development of regulations and guidelines. As a voluntary participant, Poudre School District will abide by all regulations governed by the contract required by UNC. Salary and benefits shall be provided in accordance with UNC regulations.
 - 15.8.1.2 All interns placed in Poudre School District through this program shall be graduate-level students who already hold Colorado certification.
 - 15.8.1.3 Graduate interns shall not be hired to replace any probationary teacher whose contract was non-renewed because of a reduction in staffing in a given building until the district is able to offer the non-renewed teacher another assignment in the district.
 - 15.8.1.4 The decision to use or not to use a graduate intern shall be made by the building staffing committee and principal, subject to review by the appropriate Assistant Superintendent.
 - 15.8.1.5 UNC graduate interns shall be used at the elementary level only.

Adopted: 11/92

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: 8/07

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: 5/95
Revised: 7/02

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. We suggest that, 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: 5/95

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: 5/96
Revised: 5/97
Revised: 7/03

ARTICLE 17—POSITION CULMINATION

17.1 ADMINISTRATOR FAIR PROCESS GUIDELINES

- 17.1.1 The purpose of the procedure which follows is to provide the Superintendent, the Board of Education, and administrators in Poudre School District a process for continuing employment, termination of administrative assignment, reassignment, reclassification, or transfer of administrators. Because the administration constitutes the District structural backbone and provides the continuity that is so important to the provision of instructional opportunity for our students, the intent of this procedure is to assure that Poudre School District maintains high-quality administrators and that those administrators have an evaluation process that leads to outstanding performance.
- 17.1.2 Administrators shall include all those paid from the administrative salary schedule whether licensed or non-licensed. Administrators shall be considered probationary for three continuous years of administrative assignment. After three continuous years of administrative assignment, administrators shall no longer be on probationary status.
- 17.1.3 Probationary Administrators shall be administrators at-will. Probationary Administrators can have the administrative assignment terminated or be reassigned or non-renewed for any reason the Superintendent deems sufficient. If they were employed in the District as a licensed or classified employee prior to being assigned as an administrator, upon reassignment to a non-administrative position, they retain whatever employment rights they are eligible for in the new assignment.
- 17.1.4 The following provisions deal only with those administrators no longer on probationary status.
- 17.1.4.1 Administrators shall be provided the following pursuant to the evaluation policies:
- 17.1.4.1.1 A clear job description.
- 17.1.4.1.2 Annual evaluation of performance, including objective appraisal of the performance of duties contained in the job description, identification of annual job targets and goals for improvement, and evaluation of previously defined job targets and goals.
- 17.1.4.2 For an administrator to be considered for lateral transfer or lateral reassignment, reduction in force, or reclassification for reasons other than job performance, the following shall occur:

- 17.1.4.3 Involuntary Lateral Transfer or Lateral Reassignment:
 - 17.1.4.3.1 The reasons for the reassignment shall be shared with the employee.
 - 17.1.4.3.2 The continuing-contract administrator shall be provided reasonable prior notice based upon the circumstances requiring the action and an opportunity for a private conference with the recommending supervisor prior to the reassignment.
 - 17.1.4.3.3 The employee may request an opportunity to meet with the Superintendent to discuss the transfer or reassignment decision.
- 17.1.4.4 Reduction in force:
 - 17.1.4.4.1 When an administrative position is eliminated as the result of a reduction in force, the administrator shall be provided reasonable prior notice based upon the circumstances requiring the action.
 - 17.1.4.4.2 When feasible, the administrator shall be reassigned to another administrative position. If no appropriate administrative assignment is available, the employee shall be assigned to an appropriate teaching or classified position.
 - 17.1.4.4.3 The employee may request an opportunity to meet with the Superintendent to discuss the reduction-in-force decision.
- 17.1.4.5 Reclassification of Position:
 - 17.1.4.5.1 If a position reclassification results in a reduction in salary, the administrator shall be provided reasonable prior notice and no salary reduction shall occur during the contract year.
 - 17.1.4.5.2 The employee may request an opportunity to meet with the Superintendent to discuss the reclassification decision.

17.1.5 When job performance requires forced reassignment or termination of administrative assignment of a licensed administrator a careful process of evaluation and documentation except under the circumstances outlined in Section 17.1.6 shall be followed. It is understood that the termination of employment from the district of a non-probationary teacher on assignment as a licensed administrator will require following the dismissal procedures mandated by state law for non-probationary teachers.

17.1.5.1 *TERMINATION OF ADMINISTRATIVE ASSIGNMENT* shall mean termination of employment status as an administrator in the District.

17.1.5.2 *FORCED REASSIGNMENT* shall mean the transfer of an administrator to a position on a lower level administrative authority or rank, or from an administrative level to a position which has no administrative authority, or to a position with a reduction in salary.

17.1.5.3 Prior to forced reassignment or termination of administrative assignment the following process shall occur:

- Identification of the specific performance areas in which the administrator's performance does not meet district standards.
- Description of the goals and behaviors which the administrator must demonstrate in order to meet district standards.
- A suggestion of activities and resources designed to help the administrator develop the needed behaviors and achieve the targeted goals.
- A reasonable period of time, usually less than one semester, and opportunity for the employee to address the areas of concern and demonstrate satisfactory improvement.
- An opportunity for the employee to discuss the concerns with the supervisor.
- An opportunity to discuss employment options to best meet the qualifications of the employee and the needs of the district.
- Reassignment or termination of administrative assignment following the administrator's failure to correct deficiencies.

- Written notice of the forced reassignment shall be delivered to the administrator or mailed to his or her last known address. Such notice shall also advise the administrator of his or her right to request a conference as provided in 17.1.6.4.

17.1.6 In the event of conduct of an administrator so egregious as reasonably to cause any supervisor of such an administrator to believe that the administrative assignment should be immediately terminated or employee be reassigned, the procedures outlined above are not required and the following procedures shall apply:

17.1.6.1 Under such circumstances, the administrator may be immediately suspended with full regular compensation and, if possible, shall be told orally of the reasons for the suspension and recommendation for forced reassignment or dismissal.

17.1.6.2 Written notice of the suspension, forced reassignment, or the recommendation for dismissal, and the reasons therefore shall be sent by certified mail to the administrator at his or her last known address. Such notice shall also advise the administrator of his or her right to request a conference as hereafter provided under 17.1.6.4 .

17.1.6.3 If no conference is requested within ten (10) working days from the date of mailing the notice, the recommended action shall be invoked and no further action or review is required.

17.1.6.4 CONFERENCE PROCESS

17.1.6.4.1 Prior to termination of administrative position or forced reassignment, an administrator shall have the right to request a fair and private conference with the Superintendent and/or his or her authorized designee. Such request shall be made in writing to the Superintendent within ten (10) working days of the mailing of the notice to the administrator of forced reassignment or dismissal. The conference shall be held within ten (10) working days after the request is made.

17.1.6.4.2 The administrator shall have the right to be accompanied and assisted by a representative of his or her choice at any stage of this process. If an administrator chooses to be represented by an attorney, 72-hours advanced notice shall be given to the Superintendent.

17.1.6.4.3 Within ten (10) working days of the foregoing conference, the administrator shall be advised in writing of the decision of the Superintendent.

17.1.6.5 Salary reductions may only be implemented with respect to a reassignment or termination of an administrative assignment as authorized by governing state or federal law.

Adopted: 11/92
Revised: 05/97
Revised: 07/00
Revised: 8/07

17.2 ASSIGNMENT AND VOLUNTARY TRANSFER (LICENSED)

17.2.1 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.

17.2.2 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.

17.2.3 All available positions will be advertised and job advertisements will be posted in all schools in locations where they are available to teachers.

17.2.4 During the months when school is not in session, the Human Resources office shall advertise vacancies by posting notices in the Human Resources Office and in school buildings which are in use during the summer. In addition, a copy shall be mailed to the president of the Poudre Education Association.

17.2.5 Positions will be filled as soon as possible following the close of the posting period. In-district personnel requesting transfer will be notified by the building principal of the person selected.

17.2.6 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: 8/07

17.3 INVOLUNTARY TRANSFER (LICENSED TEACHER)

17.3.1 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.

17.3.2 TRANSFER/COMPENSATION

- 17.3.2.1 A teacher may be transferred upon the recommendation of the chief administrative officer 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 he 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, race, creed, color, or membership or non-membership in any group or organization.
- 17.3.2.2 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 he or she 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.
- 17.3.2.3 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.
- 17.3.2.4 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: 8/07

17.4 Non-Renewal Categories (Licensed)

- 17.4.1 **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.)

- 17.4.2 ALL TEACHERS REPLACING SOMEONE ON LEAVE OF ABSENCE
Principals will be required to reserve a position for any teacher currently on leave of 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.
- 17.4.3 ALL PART-TIME, PROBATIONARY TEACHERS (P-1, P-2, AND P-3)
- 17.4.4 ANY INDIVIDUAL PROBATIONARY TEACHER RECOMMENDED FOR NON-RENEWAL ON THE BASIS OF PERFORMANCE
- 17.4.5 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: 11/92
Revised: 5/95
Revised: 8/07

17.5 RETIREMENT

- 17.5.1 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.
- 17.5.2 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.
- 17.5.3 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: 5/95

APPENDIX

PSD BOARD POLICY : GBJ

PERSONNEL (G) GENERAL PERSONNEL POLICIES (GB) PERSONNEL RECORDS AND FILES (GBJ)

The Superintendent is authorized and directed to develop and implement a comprehensive and efficient system of personnel records under the following guidelines:

1. A personnel folder for each employee shall be accurately maintained in the district administrative office. Personnel records shall include home addresses and telephone numbers, financial information, and other information maintained because of the employer-employee relationship.
2. All personnel records of individual employees shall be considered confidential except for the information listed below. They shall not be open for public inspection. The superintendent and his designees shall take the necessary steps to safeguard against unauthorized use of all confidential material.
3. Each employee shall have the right, upon request, to review the contents of his own personnel file, with the exception of references and recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district.
4. The following information in personnel records and files shall be available for public inspection:
 - a. Applications of past or current employees
 - b. Employment agreements
 - c. Any amount paid or benefit provided incident to termination of employment
 - d. Performance ratings except for licensed and administrative evaluations as noted below
 - e. Any compensation including expense allowances and benefits
5. The evaluation report of licensed personnel, with the exception of the superintendent and all public records used in preparing the evaluation report, shall be confidential and available only to the evaluatee, to the administrators who supervise his work, and to a hearing officer conducting a dismissal hearing or a court reviewing a dismissal decision.
6. A written evaluation or any other personnel record shall not reflect any good faith actions of any employee which were in compliance with the district's discipline code.
7. Lists of district employees' names and address shall not be released for general public use.
8. Personnel records shall be available upon request to members of the Board of Education.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



Leave Time Rollover Information 2010–2011 School Year

Overview

Employees with an ending balance in any leave category (i.e., sick, personal, flex time, floating holiday, and vacation) at the end of the 2009–2010 school year will see those same figures as their beginning balances in the appropriate leave categories at the beginning of the 2010–2011 school year.

Sick leave rollover information (all paid employees)

The sick leave ending balance at the end of the 2009–2010 school year will become the sick leave beginning balance at the start of the 2010–2011 school year.

Personal leave rollover information (all paid classified and administrative employees)

1. If the employee's personal leave ending balance is *equal to or less than* the equivalent of 5 personal days (the maximum accrual amount) at the end of the 2009–2010 school year:
 - The personal leave ending balance will become the personal leave beginning balance at the start of the 2010–2011 school year.

 2. If the employee's personal leave ending balance is *greater than* the equivalent of 5 personal days (the maximum accrual amount) at the end of the 2009–2010 school year:
 - The personal leave ending balance will become the personal leave beginning balance at the start of the 2010–2011 school year.

 - The excess of 5 personal days will be shown as used in the *Used YTD column* for personal leave. In addition, the same figure (at straight time) will be shown in the *Earned YTD column* for sick leave on the employee's August 31 Leave and Earnings Statement because the excess amount is converted to sick leave (at straight time).
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Leave Time Rollover Information (Continued)
2010–2011 School Year

Flex time rollover information (all paid licensed employees)

The flex time ending balance at the end of the 2009–2010 school year will become the flex time beginning balance at the start of the 2010–2011 school year.

The same figure will also be shown in the *Used YTD column* on the employee’s August 31 Leave and Earnings Statement because it is “used” when it is converted to sick leave (at time and one-half).

In addition, the same figure times 1.5 (time and one-half) will be shown in the *Earned YTD column* for sick leave on the employee’s August 31 Leave and Earnings Statement.

Flex time carryover example—licensed employee

The following example shows the leave carryover for a licensed employee. Note that the figure shown in the *Earned column* for sick leave reflects the 5 hours from flex time multiplied by 1.5 (5 hours in *Beginning column* x 1.5 = 7.5 hours) shown in the *Earned column*. (Calculations are based on leave accrual for a full-time licensed employee.)

Leave Type	Beginning	Earned	Used	Current Balance
Sick	25.00	7.50	0.00	32.50
Flex Time	5.00	6.00	5.00	6.00

Floating holiday rollover information (all full-time paid classified and administrative employees)

The floating holiday ending balance at the end of the 2009–2010 school year will become the floating holiday beginning balance at the start of the 2010–2011 school year.

The same figure will also be shown in the *Used YTD column* on the employee’s August 31 Leave and Earnings Statement because it is “used” when it is converted to sick leave (at time and one-half).

In addition, the same figure times 1.5 (time and one-half) will be shown in the *Earned YTD column* for sick leave on the employee’s August 31 Leave and Earnings Statement.

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Leave Time Rollover Information (Continued)
2010–2011 School Year

Leave carryover example—classified employee

The following example shows the leave carryover for a 6.0 hour/day classified employee. Note that the figure shown in the *Earned column* for sick leave includes the 5 hours from floating holiday leave multiplied by 1.5 (5 hours in *Beginning column* x 1.5 = 7.5 hours), plus the current month’s accrual (5.40 hours) to equal the 12.90 hours shown in the *Earned column*.

Leave Type	Beginning	Earned	Used	Current Balance
Sick	25.00	12.90	0.00	37.90
Personal	3.00	0.60	0.00	3.60
Floating Holiday	5.00	1.80	5.00	1.80

Vacation rollover information (all 260-day classified and administrative employees)

Employees may carry over *one years’ worth* of vacation accrual from one leave year to the next leave year. Any remaining vacation time above the allotted maximum rollover will be forfeited.

When the projected balance exceeds the maximum allowable rollover, the Leave and Earnings Statement will note the maximum rollover amount.

Reminder: The vacation leave year runs from July 16 of the current year through July 15 of the following year. Vacation time must be taken **and** reported by July 15 of each year to be charged against the current year’s leave balance. Time taken and/or reported July 16 or later will be charged against the following year’s leave balance.



To: Licensed Employees
From: Chuck DeWayne and Ali Shore, Human Resources Department
Pat Herrmann, Payroll Manager
Greg Grote, PEA President
Dawn Clifton, Substitute Coordinator
Date: Fall 2010
Subject: Licensed Employee Leave Policy, Employee Agreement Article 13.3-13.4

How Flexible and Sick Leave Time Works:

Tracking and reporting absences are the responsibility of the employee. To **AVOID** docked pay situations, you must be mindful of your flexible leave projected balance. This information, *posted in red on every Leave & Earnings Statement*, reflects leave time taken and entered through the 15th of the current month. Be aware that any leave time used or reported after the 15th of the current month will appear on the following month's Leave & Earnings Statement.

Absences days 1-10

- are used for illness and/or personal reasons
- should be entered into substitute system as it applies ("Flex" or "Illness")
- will be charged to your flex leave time regardless of reason for absence
- MUST** be entered into the substitute system **BY YOU** (NOT your office staff) unless it is due to school business

Absences beyond 10 days

- may be used in case of injury, illness, or disability; may not be used for personal reasons without incurring a dock in pay
- will be charged to accumulated sick leave time in case of illness, injury, or disability and must be entered into the substitute system as "Illness" (see *Employee Agreement 13.4.3-3*)
- will result in docked pay and **WILL NOT BE CHANGED** if reported as "Flex"

Note of Caution

Remember that 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. Requests for flexible leave 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. Requests to use flex time must be submitted to your supervisor within 5 days prior to the use of the time, except in cases of illness or injury.

Who to contact?

If you have questions related to the flexible leave policy, please contact Ali Shore in Human Resources at 970.490.3123 or ashore@psdschools.org.

If you have questions related to absence reporting, please contact Substitute Coordinator Dawn Clifton at 970.490.3078 or dclifton@psdschools.org.

If you have specific questions about your leave time, please contact Payroll at 970.490.3485 or send an email to payroll-l@psdschools.org.

If you have questions about the negotiated agreement, please contact Greg Grote at the PEA office at 970.223.7321 or ggrote@psdschools.org.

The Policies

13.3 FLEXIBLE LEAVE TIME (PAID - LICENSED TEACHERS) THE PILOT PROCESS WILL CONTINUE FOR THE 2010-11 AND 2011-12 SCHOOL YEAR

- 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 Notification 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.

Adopted: 5/96
Revised: 5/97
Revised: 7/00
Revised: 7/04
Revised: 7/05
Revised: 8/07
Revised: 5/08

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 (defined as father, mother, sister, brother, husband, wife, and/or child). In addition, up to six weeks of sick leave can be used for the purpose of the adoption or placement of adoption of a child or children. The six weeks of sick leave must begin on the day of placement.

13.4.4 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.

Adopted: 11/92
Revised: 5/95
Revised: 5/96
Revised: 5/01
Revised: 7/04
Revised: 8/07

**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

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.*



Human Resources
Johannsen Support Services Center
2407 LaPorte Avenue
Fort Collins, CO 80521
970-490-3620
www.psdschools.org