

AGREEMENT

BETWEEN

PUEBLO CITY SCHOOLS

**IN THE COUNTY OF PUEBLO AND
STATE OF COLORADO**

AND THE

**PUEBLO EDUCATION ASSOCIATION
INCORPORATED**

**November 19, 2013 –
August 31, 2014**

PUEBLO CITY SCHOOLS

315 W. 11th Street, Pueblo, Colorado 81003

BOARD OF EDUCATION

Kathy L. DeNiro, Ph.D.....	President
Michael Colucci.....	Vice President
Phyllis Sanchez.....	Board Member
Patricia Milner, Ph.D.....	Board Member
Rose Holloway	Board Member

Non-Voting Members

Karen Cordova.....	Treasurer
Geri Patrone	Secretary/Assistant Treasurer

SUPERINTENDENT OF SCHOOLS

Dr. Maggie Lopez

ADMINISTRATIVE STAFF

Mark McPherson	Assistant Superintendent of Human Resources
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PUEBLO EDUCATION ASSOCIATION, INCORPORATED

Suzanne Ethredge.....	President
Michael Maes.....	Executive Vice President
Bret Webster	Vice President
Donna Raught	UniServ Director

November 19, 2013

MISSION STATEMENT

Pueblo City Schools – World-Class

Our mission in Pueblo City Schools – a unique educational community strengthened by its diversity, culture and traditions – is to guarantee a **“world-class education that prepares graduates to succeed in a global society”**. This will be accomplished in a safe, secure environment through innovative state-of-the-art technologies, superior curricula, and highly-skilled educators driven by active partnerships with students, families and communities.

Pueblo City Schools does not discriminate on the basis of disability, race, color, religion, sex, national origin, or age in access to, employment in, or in the provision of any of Pueblo City Schools' programs, benefits, or activities. Inquiries regarding Pueblo City Schools' compliance with Title IX, Section 504, Title VI, Title VII, Americans with Disabilities Act – 1990, and Affirmative Action may be referred to the Equal Employment Opportunity/Affirmative Action Compliance Officer for Pueblo City Schools, 315 West 11th St., Pueblo, CO (719-549-7162).

Si hay preguntas sobre esta informacion por favor de llamar la escuela de su niños.

AGREEMENT

between

PUEBLO CITY SCHOOLS

IN THE COUNTY OF PUEBLO

AND STATE OF COLORADO

and the

PUEBLO EDUCATION ASSOCIATION, INCORPORATED

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AGREEMENT

This agreement is made and entered into by and between the Board of Education of Pueblo City Schools, in the County of Pueblo, State of Colorado, on behalf of said school district and the Pueblo Education Association, Inc., a Colorado corporation not for profit, on behalf of itself and the teachers of the said school district and constitutes the entire agreement of both parties, effective on this the nineteenth day of November, 2013.

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of Pueblo is their mutual aim, and that the character of such education depends significantly upon the quality and morale of the teachers, and WHEREAS, the Association recognizes the Board as the governing body of the District possessing certain powers, direction, rights, and duties which may not be delegated, limited, or abrogated by agreement with any party under the Constitution and the laws of the State of Colorado. The Board has the sole and exclusive right to exercise all the rights or functions of management. Accordingly, if any provisions of this Agreement, or if any application of this Agreement to any teacher covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect, and WHEREAS, teachers are particularly interested in policies and programs designed to improve professional standards within their profession, and WHEREAS, nothing contained herein shall be construed to deny or restrict to any teacher rights under the Colorado School Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those which may be provided through other Board policy, and WHEREAS, both teachers and the Board share the responsibility for providing education of the highest possible quality for the children of the District, and both parties recognize that teachers have the major role in direct contact with children, that teaching is a profession requiring specialized educational qualifications, and that much of the success of the educational program depends upon the dedicated services provided by well-qualified teachers, and WHEREAS, the assurance that the teaching staff shall be able to give full measure of its ability toward the development and maintenance of high quality educational programs is considered most desirable and necessary, and WHEREAS, the achievement of quality education cannot be fully realized without capable and dedicated teachers who recognize their responsibilities to their profession and whose rights and aspirations are likewise recognized by the community, and WHEREAS, both the Board and the Association recognize that the educational interests of the Board, teachers, and students can be served by the

revision and use of procedures to provide methods for the Board, the teachers, and the Association to resolve questions concerning education, and WHEREAS, attainment of the objectives of the educational program conducted in the District requires mutual understanding and cooperation between the Board, the Superintendent, the administrative staff, and the teachers, and WHEREAS, such understanding and cooperation are best fostered through good-faith negotiations between the Board and the Association with a free and open exchange of views, NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE ONE

DEFINITIONS

- 1-1 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 assigned to a position which requires a teaching license. Included are part-time teachers working during the regular school day and year. Excluded are administrators, classified employees, substitute teachers and exchange Colorado State University-Pueblo (CSU-Pueblo) staff.
- 1-2 The term **BOARD** as used in this Agreement shall mean the Board of Education of Pueblo City Schools, County of Pueblo, State of Colorado.
- 1-3 The term **ASSOCIATION** as used in this Agreement shall mean the Pueblo Education Association, Incorporated. Whenever the term Association is used, it is understood that the President of the Association, or her designee, acts for the Association.
- 1-4 The term **DISTRICT** as used in this Agreement shall mean Pueblo City Schools, in the City of Pueblo, County of Pueblo, State of Colorado.
- 1-5 The term **SCHOOL WORK YEAR** as used in this Agreement shall mean the period of time from the opening of the schools of the District in the fall, usually in September, through the closing of the schools in the spring, usually in June, as shown on the official school calendar.
- 1-6 The term **PARTY OR PARTIES** as used in this Agreement shall mean the Board of Education of Pueblo City Schools, County of Pueblo, State of Colorado, or its designated representatives, acting in its behalf and the Pueblo Education Association, Incorporated, or its designated representatives, acting in its behalf.
- 1-7 The term **SUPERINTENDENT** as used in this Agreement shall mean the Superintendent of Schools of Pueblo City Schools, County of Pueblo, State of Colorado, or her designee from within the district.
- 1-8 The term **ELEMENTARY SCHOOL** as used in this Agreement shall include grades Pre-Kindergarten through 8th Grade or any combination, which includes at least five (5) of these ten (10) grades.
- 1-9 The term **MIDDLE SCHOOL** as used in this Agreement shall include grades 6-7-8 or any combination, which includes two (2) of these three (3) grades. A school is not a middle school unless at least **THREE-FIFTHS** of its population are in grades 6 through 8.
- 1-10 The term **HIGH SCHOOL** as used in this Agreement shall include grades 9-10-11-12 or any combination, which includes three (3) or more of these four (4) grades.
- 1-11 The term **SCHOOL DAY** except as used in these Articles Five and Six shall

mean that period of time when an employee is required to perform either teaching or non-teaching duties and/or to be present at a given building or location. In Articles Five and Six school day shall mean any day on which the Administrative Services Center of the District is open for business.

- 1-12 The term **CONTRACT WORK YEAR** as used in this Agreement shall consist of one hundred eighty-three school days as shown on the official school calendar adopted by the Board. The District reserves the sole right to determine the school calendar.
- 1-13 The term **ADMINISTRATOR/SUPERVISOR/PRINCIPAL** as used in this Agreement shall mean any individual employed by the District in a management position in any work location or any functional division in the District where the term **ADMINISTRATOR/SUPERVISOR/ PRINCIPAL** is used, it is understood that a designee may act in her behalf.
- 1-14 The term **PAC** as used in this Agreement shall mean Political Action Committee of the Association.
- 1-15 The term **EMERGENCY** as used in this Agreement shall mean a situation developing suddenly and unexpectedly and demanding action during that school day.
- 1-16 The term **APPRAISER** is any certificated District administrator who has successfully completed approved evaluator training as specified by H.B. 1159 (1990), Policies, Rules and Regulations set by the State Board of Education and the Board of Education.
- 1-17 The term **APPRAISEE** as used in this agreement shall mean a teacher who is being evaluated.
- 1-18 The terms **LICENSED** and **CERTIFICATED** as used in this agreement shall be interchangeable.
- 1-19 The term **BLT** (Building Leadership Team) as used in this agreement shall be defined as being comprised of a representative group of teachers in the school to support the school community.

ARTICLE TWO

GENERAL TERMS

- 2-1 The Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, marital status, disability, sexual orientation, gender identity, gender expression, or membership or non-membership in any teacher organization.
- 2-2 The Association shall admit teachers to membership without discrimination on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, gender identity, gender expression, or marital status, as long as a teacher shall meet the qualifications for membership set forth in the Association's bylaws. The Association shall represent all teachers equally, recognizing that membership in the Association is voluntary and not a requirement for employment in the District.
- 2-3 The District shall maintain and periodically publish a seniority list within each endorsement area and publish the lists within the bargaining unit no later than January 15 of the current school work year.
- 2-4 The Board shall make available to the Association an advance copy of the agenda for each official Board meeting. A copy of the Board minutes, including the personnel report, shall be made available to the Association through the normal District distribution procedure.
- 2-5 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 2-6 No additions, waivers, deletions, modifications, changes, or amendments of this Agreement shall be made during its life except by mutual consent in writing of the parties hereto.
- 2-7 The provisions of this Agreement shall control where any direct conflict exists between this Agreement and Board policy, practice, custom, writing, or intentions not incorporated in this Agreement.
- 2-8 At the request in writing of either party, the other shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. Either party shall reimburse the other for any unusual costs of obtaining such data, which cost is mutually agreeable to both parties.
- 2-9 It is recognized that the District is considered the primary employer of all negotiation unit teachers and, as such, is due certain responsibilities and obligations.
- 2-10 If any provision of this Agreement, or if any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 2-11 It is mutually agreed between the parties that where the singular is used it may also apply to the plural, and where the feminine gender is used as appropriate, it shall also apply to the masculine gender. The terms *pupil* and *student* as used in this agreement shall be interchangeable. Where the term *parent* is used, it shall also apply to the legal guardian.
- 2-12 When the District considers a change in staffing patterns which may adversely affect the teacher's bargaining unit, such change shall be discussed by the District with official Association representatives as designated by the Pueblo Education Association President. Discussions shall take place early enough in the District's decision-making process so that suggestions by the Association may be legitimately considered by the District.
- 2-13 The cost of printing the Agreement shall be borne equally by the Association and the District.

ARTICLE THREE

RECOGNITION

- 3-1 The Board recognizes the Association as the exclusive and sole representative of all District teachers as defined in Section 1-1.
- 3-2 The Board agrees not to recognize any teacher organization other than the Association, nor shall the Board negotiate directly with any teacher for the duration of this Agreement.
- 3-3 The Association shall certify to the Board no later than November 1 of each year adequate evidence that its current membership list represents a majority of the teaching staff in the District. At any time not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement, any negotiation unit teacher or group of negotiation unit teachers may submit a petition to the Board signed by thirty percent (30%) of the negotiation unit, requesting that an election be held to determine the representation status.
- 3-4 In the event of such petition and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the Association, by another specified organization or by no organization. If agreement for conducting an election cannot be reached, the American Arbitration Association shall conduct such election within thirty (30) days of the presentation of the petition unless mutually agreed otherwise between the District and the petitioners. The cost of such election shall be borne by the challenging party or parties. A majority of unit personnel voting in said election shall constitute a plurality for purposes of determining recognition status. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void on the expiration date of the Agreement.
- 3-5 At such time as other employee groups desire bargaining representation by the Association and the Association agrees, a petition must be presented to the Board, signed by thirty percent (30%) of the employees in the specific group requesting that an election be held to determine the representation status. In the event of such petition and in the event of formal approval by the Board and in accordance with the rules established by the parties in interest, a completely impartial and fair election shall be held to determine the representation status. A majority of employees in the specific group voting in said election shall constitute a majority for purposes of determining representation status. If a majority vote is received for representation by the Association, a separate negotiation unit may be established to include such employee group. The cost of conducting such election shall be borne entirely by the employee group.
- 3-6 The Board may challenge the majority representation status of the Association and request a representation election no less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement. Such election shall be conducted as provided for under Section 3-4. Costs of a Board-challenged election shall be borne by the Board.

ARTICLE FOUR

ASSOCIATION AND TEACHER RIGHTS

4-1 PAYROLL DEDUCTION

- 4-1-1 The Board agrees to deduct from the salaries of the members of the Association dues for membership in the Association as teachers individually and freely authorize. The Board agrees to deduct the amount of dues in twelve (12) equal installments during the months of September through August and to transmit all such moneys to the Association Treasurer on the last working day of each of the twelve (12) months. Request for dues deduction shall be in writing, signed and on the Authorization for Continuing Membership Payroll Deduction form.
- 4-1-2 The District shall withhold from the salary of all employees in the bargaining unit represented by PEA an amount equal to the dues of the United Education Profession (PEA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the UEP prorated on a monthly basis in accordance with Section 4-1-1.
- 4-1-3 Regular membership dues deductions shall be made for every teacher who is a member in accordance with Section 4-1-1. A non-member teacher wishing not to pay the representation fee described above may so indicate either by obtaining a revocation form provided by PEA or by individual employees' written notification by certified mail with return receipt requested. Written notification shall include the name, local association, building and position of the employee. Revocation forms can be obtained only on request, in person, at the PEA office. The revocation form must be signed and received in the PEA office during the period of September 1 and September 15. The certified written notification letter must be signed and received in the PEA office, with a copy sent to the District's payroll office, between August 25 and September 15. If the 15th of the month falls on a Saturday or Sunday, revocation forms or individual employees' certified letters must be received by the Friday of the preceding week. Only these two methods of revocation will be recognized by PEA and the District.
- 4-1-4 The Association agrees to present to the District Payroll Office no later than September 15 of each school year the professional dues authorization forms of its members, revocation forms of non-members, and a statement from the treasurer of the Association certifying the amount of professional dues to be deducted from each teacher's salary.
- 4-1-5 The Board agrees to deduct from the salaries of members of the Association contributions for PAC as the teachers individually and freely authorize. The Board agrees to deduct the amount of the contributions in twelve (12) equal installments during the months of September through August and transmit all

such moneys to the PAC treasurer on the last working day of each month.

4-1-5-1 The Association agrees to present to the District payroll office no later than August 1 of each school year the PAC authorization forms of its members and a statement from the PAC treasurer certifying the amount of PAC contribution to be deducted from each teacher's salary.

4-1-6 The Association agrees to hold the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the District. Further, the Association assumes full responsibility for the disposition of the funds so deducted once they have been transmitted to the treasurer of the Association and/or the treasurer of PAC.

4-2 USE OF DISTRICT FACILITIES

4-2-1 The Association shall have the right to use District facilities for Association meetings provided advance approval is granted by the District according to the District Building Use Guidelines.

4-2-2 The Association shall have the right to deliver and receive materials through the school mail delivery service.

4-2-3 The Association shall have the right to place notices, circulars, and other material relevant to the Association's activities in teachers' mailboxes and on school bulletin boards in each school.

4-2-3-1 'Mailboxes' will be interpreted to include district e-mail. The Association agrees that any notices, circulars, or other materials, so transmitted, will comply with the Fair Campaign Practices Act and will originate solely from the Association President. At the beginning of the school year PEA will inform their members as to the appropriate use of district e-mail.

4-3 ASSOCIATION LEAVE

4-3-1 The Association shall be granted two hundred (200) duty days per school year, and substitutes shall be provided, if necessary, for Association representatives to attend Association workshops, conferences, conventions, and other Association activities. The cost of providing the necessary substitutes to cover such absences shall be paid by the Association on June 30.

4-3-1-1 The Association, based on the demonstrated need, may request from the Office of Human Resources an additional twenty-five (25) days of Association leave.

4-3-2 The Board shall grant, upon request of the Association, leave of absence for no more or no less than one (1) contract work year to the President of the Association during the term of office, while such Association is officially representing the negotiation unit as the sole and exclusive bargaining agent as provided in Article Three -Recognition. The leave shall be available only to the Association President

or the successor president during the term of office. It is understood that this leave is granted without salary, PERA, or group health, dental, or life insurance contributions. Excused leave for the President of the Association as per Article Nine, shall be considered by the Association as a perquisite and may go unreported during the President's term of office. If no excused leave is used by the President or if the President's excused leave is not reported to the District, the President shall automatically accrue the maximum number of excused leave days, as per Article Nine, for the President's term of office.

4-3-2-1 The parties agree as follows:

4-3-2-1-1 At the written request of the Association, the District shall pay on the District's recognized monthly payroll period during the Association President's term of office (September through August) that President's salary and only those total fringe benefit premiums for Public Employees Retirement Association, Group Life Insurance, Dependent Life Insurance, and the Group Health Insurance Plan.

4-3-2-1-2 The Association shall reimburse the District during the current Association President's term of office (September through August) with three (3) equal payments payable on December 1, March 1, and June 1 respectively, the total amount of moneys to cover the Association President's salary and fringe benefit premiums which shall include both employee and employer costs as provided under Section 4-3-2-1.

4-3-2-1-3 The Association shall reimburse the District for ten (10) additional work days at the per diem rate for the President and Vice-Presidents of the Association. The Association shall reimburse the District for the additional District costs for PERA contributions.

4-3-2-1-4 If the Association fails to comply with any of the provisions under Section 4-3-2-1 above, the District shall immediately discontinue all salary and fringe benefit premium payments and all provisions under Section 4-3-2-1 shall immediately be discontinued and declared null and void for the remainder of this Agreement.

4-3-2-2 Upon completion of the leave, the President of the Association shall be assigned according to Article 13. One (1) year experience credit shall be granted in accordance with Section 19-2-3.

4-4 TEACHER RIGHTS

- 4-4-1 A teacher shall not be disciplined, reduced in compensation, transferred, adversely evaluated, or otherwise inequitably treated with regard to this agreement without just cause.
- 4-4-2 A teacher shall be given prior notice and afforded the opportunity of having representation when she is to receive any formal written discipline by the Board or its direct reports. Any discussion held without affording a teacher the opportunity of having representation may not be used for purposes of discipline or evaluation.
- 4-4-3 Once Administration has determined that an investigation shall take place as the result of a complaint that could affect the teacher's evaluation or credibility, the teacher shall be notified in writing promptly, not to exceed three (3) school days.
- 4-4-4 The parties recognize that teachers are guaranteed constitutional rights including the right of freedom of speech and religion and academic freedom. These constitutional rights protect teachers in the performance of their official duties, and allow for an open classroom environment conducive to the learning process. Final responsibility for the determination of curriculum and course of study content shall rest with the Board.
- 4-4-5 The Board shall maintain equipment, facilities, and an environment conducive to the educational process in such a manner that shall not endanger or otherwise jeopardize the health and safety of students or teachers.
- 4-4-6 When possible, advance notice shall be given teachers of maintenance schedules that may interfere with classroom schedules.
- 4-4-7 The District shall provide adequate teaching materials within the parameters of the adopted curriculum and the current line item budget. A teacher who believes her classroom management is adversely affected by the particular educational needs of her students or class must notify the building principal in writing or by email. These requests are limited to materials and equipment. If the teacher feels that she has received no response or the response of the principal is unreasonable, she may forward her request to the appropriate level director. These requests will also be forwarded to the President of PEA.
 - 4-4-7-1 Decisions made by the appropriate central administrator shall be final and binding and shall not be subject to redress through the grievance procedure.
- 4-4-8 Teachers shall not be required to transport students in their personal vehicles.

- 4-4-9 A teacher whose assignment requires travel shall be reimbursed at the current IRS rate.
- 4-4-10 Written notations reflecting upon an aspect of a teacher's conduct, which do not constitute a formal written warning, shall be of no force and effect if not reduced to formal written discipline within fifteen (15) calendar days after the end of the current schoolwork year.
- 4-4-11 A teacher's personnel file shall be available for inspecting and copying only to the teacher, her designated representative, her duly appointed legal representative, or duly appointed public officials who supervise her work.
 - 4-4-11-1 The official custodian of teacher personnel files shall furnish copies of records within the personnel file to the teacher, her designated representative, or her duly appointed legal representative, within a reasonable time for the District fee as shown on the Reproduction Fee Schedule.
 - 4-4-11-2 Denial to the teacher of the right of inspecting and copying of letters of reference shall be in accordance with public records law. The teacher shall not be denied the right of inspecting and copying of applications and performance ratings contained in the teacher's personnel file.
 - 4-4-11-3 A teacher shall have the right to file a rebuttal to items in her personnel file determined by the teacher to be derogatory.
- 4-4-12 The principal shall notify the teacher promptly of any complaint made by a parent concerning the teacher's relationship with a pupil that could adversely affect the teacher's evaluation or credibility. The complaint must be written when presented to the teacher. After discussion, if the teacher finds it advisable, arrangements shall be made so that the teacher and a representative of her choice may be present to discuss the complaint with the parent or representative of the District.

4-5 ASSOCIATION RIGHTS

- 4-5-1 The President of the Association shall be permitted to visit schools. Upon arrival at any school, the President shall immediately notify the office of the principal of her presence. No visits shall be permitted that interrupt teaching assignments and/ or schedules.
- 4-5-2 Whenever the district appoints individuals for committees that impact instruction or committees whose recommendations impact the negotiated agreement, PEA shall be afforded the opportunity to be represented on the committee.

ARTICLE FIVE NEGOTIATIONS

5-1 SCOPE OF NEGOTIATIONS

- 5-1-1 The scope of negotiations shall be on matters concerning salaries, benefits, terms and conditions of employment, and other items mutually agreed upon.

5-2 CONDUCTING NEGOTIATIONS

- 5-2-1 The Association and the District agree that negotiations shall be guided by the following procedures, which may be modified at any time by mutual consent.
- 5-2-2 The parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues, which arise during the negotiations process. Both parties agree to present reasonable proposals, which demonstrate educational and fiscal responsibility. The obligations of good faith negotiations does not compel either party to agree or to make concessions on a specific issue.
- 5-2-3 The parties agree that the primary teams at the table for each side will be limited to a mutually agreed upon number of participants. A majority of each team shall be District employees.
- 5-2-4 **UPON REQUEST**, the parties shall make all readily information necessary for negotiations **AVAILABLE**.
- 5-2-5 Negotiations shall be conducted during the days and places mutually agreeable to the negotiators named by each party. These negotiations shall be scheduled for a minimum of six (6) days; a reasonable effort shall be made to schedule one quarter (1/4) of the days during non-contract time.
- 5-2-5-1 Cost of providing teacher substitutes, if necessary, shall be paid entirely by the Association.
- 5-2-6 Any room rental or facilitation costs incurred during any negotiation process outlined herein shall be shared equally by the Board and the Association.
- 5-2-7 Negotiations shall be conducted in closed session, unless both parties agree to the contrary.
- 5-2-8 During negotiations, releases to news media shall be made only as agreed to jointly.

5-3 **INTERIM** NEGOTIATIONS

- 5-3-1 At any time during the term of this Agreement, either party may request a meeting to discuss any problem or concern. The moving party shall initiate this request by delivering a letter **DETAILING** the problem or

concern and citing the provisions in the Agreement which relate to the problem or concern.

5-3-2 Within ten (10) workdays from receipt of the request, the Administrator in charge of Human Resources and the Association President shall arrange for a mutually agreeable time and place for discussion. This meeting shall be attended by a minimum of two (2) persons from each party.

5-3-3 At the meeting, the parties will fully explain, discuss, and explore the issue or matter of concern. By mutual agreement, subsequent meetings may be scheduled with other professionals or experts and with additional members of each parties' negotiation team to further discuss the issue.

5-3-4 If at any time the parties reach agreement over any issue or concern relating to the provisions of this Agreement, such agreement shall be incorporated into a Memorandum of Understanding which shall remain in effect until the expiration of the current contract. **THE PARTIES WILL AGREE TO IMPLEMENTATION AND COMMUNICATION OF THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING.**

5-3-5 Should facilitation become necessary to resolve certain issues, the parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching agreement.

5-3-6 Failure to arrive at a mutually acceptable agreement during **INTERIM** negotiations may result in the issue being revisited at the next formal negotiations session.

5-4 FORMAL NEGOTIATIONS

5-4-1 Written request for negotiations between the Board and the Association may be submitted by either party. Such requests shall be directed to the designated representatives of the parties. The request shall occur no earlier than January 15 or no later than February 1.

5-4-2 A written response shall be made by the receiving party within ten (10) school days of the receipt of any such written request for negotiations.

5-4-3 **A SCHEDULING** meeting shall be held on or about February 15. Formal written proposals/**INTERESTS** may be presented by either side **AT THE FIRST FORMAL MEETING. EACH** party shall explain its proposal/**INTERESTS**, the problems it seeks to address, and, **IF APPROPRIATE**, the recommended solutions to the problem or concern. The problem and concern shall be briefly summarized citing the articles, provisions and/or **MEMORANDUM** of Understanding relevant to the problem or concern. Both parties shall fully inform themselves about the problem through questions and discussion. **THE PARTIES SHALL AGREE WHICH NEGOTIATIONS PROCESS TO USE, INTEREST**

BASED OR TRADITIONAL BARGAINING.

- 5-4-3-1 At successive meetings both parties shall work together to identify alternatives for addressing identified concerns. These alternatives shall be jointly evaluated and a recommended course of action shall be identified.
- 5-4-3-2 All relevant problems, concerns, solutions and interrelated contract provisions shall be addressed at the same time **WHENEVER POSSIBLE OR PRACTICAL.**
- 5-4-3-3 Should facilitation become necessary to finally resolve certain issues, both parties may agree to engage the services of one (1) or more facilitators to benefit the process of reaching agreement.
- 5-4-3-4 The resolution shall be reduced to writing and tentatively agreed to by the Association and the District.
- 5-4-3-5 These same procedures will apply when the other party has problems and concerns it wishes to address.
- 5-4-4 **EVERY EFFORT WILL BE MADE TO CONCLUDE** negotiations procedures, including articles under consideration, no later than June 30. **MEDIATION AND FACT FINDING MAY REQUIRE ADDITIONAL TIME.**
- 5-4-5 The Board shall make available to the Association the proposed budget, **INCLUDING THE PRELIMINARY INFORMATION CONCERNING TEACHER SALARIES,** for the next fiscal year as soon as it is available.

5-5 ADOPTION OF AGREEMENT

- 5-5-1 Individual items on which tentative agreement is reached during negotiations shall be reduced to writing, dated, and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.
- 5-5-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.
 - 5-5-2-1 The Association agrees to submit the Tentative Agreement to the ratification process within fourteen (14) calendar days of the signing of the Tentative Agreement and to notify the board in writing of the results of such process.
 - 5-5-2-2 Within fourteen (14) calendar days of receipt of such results, the Board agrees to act upon the Tentative Agreement.
 - 5-5-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement and agree to a timeline for printing

and distribution of the agreement.

5-6 MEDIATION

- 5-6-1 **IF NEGOTIATIONS HAS NOT RESULTED IN AGREEMENT** either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.
- 5-6-2 The parties shall select a mediator as follows:
 - 5-6-2-1 The Board and the Association shall each exchange a list of five (5) mediators acceptable to them. From these lists, if possible, a mutually acceptable mediator shall be selected.
 - 5-6-2-2 Should the Board and the Association be unable to agree upon a mediator within five (5) school days, the American Arbitration Association shall be requested to furnish a list of five (5) mediators from which the parties agree to select a mediator.
- 5-6-3 Within seven (7) calendar days of the mailing date of such lists, the parties shall meet and alternately cross off names to which they object, with the one requesting mediation marking first, then the other party, etc., until only one name remains. The one remaining shall act as the mediator.
- 5-6-4 If the Board and the Association agree on the selection of a mediator as provided in Section 5-6-2, the rules of the American Arbitration Association, as applicable, shall prevail.
- 5-6-5 The mediator is not empowered in any way or permitted to make any findings of fact, recommendations, or decisions concerning the position of the parties and/ or the issues related thereto.
- 5-6-6 The format, dates, and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.
- 5-6-7 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

5-7 FACT FINDING

- 5-7-1 The parties may mutually agree to select a Fact Finder in the manner provided in Section 5-6 for selecting a mediator. If the mediation described in Section 5-6 fails to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a Fact Finder.
- 5-7-2 The Fact Finder shall have the authority to hold hearings and make procedural rules.
 - 5-7-2-1 If the Fact Finder elects to receive summary briefs of the

positions of each of the parties, such briefs shall be delivered to the Fact Finder no later than five (5) calendar days following the last fact finding hearing. The Fact Finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.

5-7-2-2 All hearings by the Fact Finder shall be held in closed session, and no news releases shall be made concerning progress of such hearings.

5-7-3 Within a reasonable time after the conclusion of such hearings, the Fact Finder shall submit a report in writing to the Board and the Association only and shall set forth in the report the finding of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.

5-7-4 Within five (5) calendar days after receiving the report of the Fact Finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.

5-7-5 The respective parties shall take official action on the report of the Fact Finder no later than fifteen (15) calendar days after the meeting described in Section 5-7-4.

5-7-6 Tentative agreement reached on the issues in dispute as a result of Fact Finding shall be submitted to the process provided in Section 5-5.

5-7-7 The costs for the services of the Fact Finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

5-7-8 Either party may request that an official stenographic record of the testimony taken at the Fact Finding hearings be made, and a copy of any transcript shall be provided to the Fact Finder. The party requesting the official stenographic record shall pay the cost thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.

5-8 The parties may mutually agree to combine mediation and Fact Finding.

ARTICLE SIX

GRIEVANCES

6-1 DEFINITIONS

6-1-1 A GRIEVANCE shall mean a complaint by a teacher and/or the Association that there has been an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The provisions of this procedure must be exhausted by any member of the bargaining unit and/or the Association prior to seeking any other legal remedy. Non-renewal of an employment contract for a probationary teacher shall not constitute a disciplinary action.

6-1-2 An AGGRIEVED is a teacher and/or the Association who is asserting a grievance.

6-1-3 A PARTY IN INTEREST is a teacher and/or the Association making the complaint and any teacher who might be required to take action or against whom action might be taken in order to resolve the complaint.

6-1-4 An ASSOCIATION REPRESENTATIVE shall refer to the person designated by the Association to represent the interest of the aggrieved in the grievance hearing

6-1-5 A SCHOOL DAY as used in the grievance procedure shall mean any day in which the central administrative offices of the District are open for business.

6-1-6 **INTEREST BASED STRATEGIES (IBS)** shall mean a process which provides a teacher and administrator with a problem-solving procedure that requires a trained facilitator to facilitate a POSSIBLE resolution of the grievance. It is an approach that is based on issues, using reason to make decisions, focusing on interests and options that are brainstormed for possible solutions. IBS means that all parties seek to reach mutual decisions and solutions.

6-2 **PURPOSE**

6-2-1 Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, mutually acceptable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any step of the procedure.

6-2-2 The solution of a complaint by a teacher shall be encouraged on an informal basis. Nothing contained herein shall be construed as limiting the right of a

teacher having a complaint to discuss the matter informally with the teacher's immediate supervisor or any other administrator to have the complaint resolved. Any resolution shall be consistent with the terms of this Agreement.

- 6-2-3 In order to maintain a high degree of efficiency in personnel administration, the District and the Association shall inform their respective staff and membership of any change resulting from a grievance decision through a joint communication. These changes shall be enforced at the appropriate sites in the District within thirty (30) days or within a mutually agreed time frame.

6-3 REPRESENTATION

- 6-3-1 The aggrieved may be represented at any level of the grievance procedure by a person of the aggrieved choosing, except that the aggrieved shall not be represented by a representative or an officer of any teacher organization other than the Association. Nothing contained herein shall be construed as to exclude the UniServ Director of the Association from representing the aggrieved.

6-3-1-1 The aggrieved shall be represented at Levels Two and Three by an Association Representative. Mutual notification of who will be in attendance will be given to both parties.

6-4 - STEP ONE INFORMAL MEETING

- 6-4-1 Whenever a teacher is aware of or knows of an incident involving an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or that she has a problem requiring administrative assistance she must have a discussion with the immediate supervisor within fifteen (15) school days to present the concern and attempt to secure a resolution. The teacher may ask that a representative of her choosing attend the meeting.

The meeting shall be scheduled within ten (10) school days from the request for the meeting. The teacher shall present her concern in writing to the immediate supervisor a minimum of two (2) school days prior to the scheduled meeting date. The written concern of the aggrieved does not need to specify the articles and section of the Agreement. The discussion described here must occur before a matter is advanced to Step Two unless the grievance is initiated directly at Step Two pursuant to Section 6-7-6. The outcome of Step One shall be put in writing by the immediate supervisor, and signed by the parties, **WITH A COPY OF THE OUTCOME FORWARDED TO THE PSSG**, within three (3) school days from the conclusion of the meeting with the supervisor.

- 6-4-2 If the aggrieved is unable to resolve the issue at Level One the aggrieved may within five (5) school days of receipt of the written outcome, file an appeal to Level Two.

6-5 STEP TWO – INTEREST BASED STRATEGIES (IBS)

- 6-5-1 The interest based strategies (IBS) process shall be used to resolve the grievance at Level Two with a trained in-district or Association(s) facilitator mutually agreed upon by both parties. An IBS meeting date shall be

scheduled to facilitate this process to resolve the issue(s) in dispute during the second and fourth week of each month, as needed.

- 6-5-2 The facilitator(s) shall help the parties identify the issue(s) and take the parties through the IBS process of interests and options to facilitate a mutually agreed upon resolution.
- 6-5-3 The collaborative resolutions or outcomes of the IBS process shall be put in writing by the facilitator and implemented. All resolutions shall be in compliance with this negotiated Agreement and Board Policies.
- 6-5-4 The IBS process must be initiated within twenty (20) school days from the date the appeal from Level One is filed.

6-6 STEP THREE – MEDIATION AND/OR ARBITRATION

- 6-6-1 If the aggrieved or the Association is not satisfied with the disposition of the grievance at Level Two, the aggrieved may, within five (5) additional school days following the IBS meeting, request in writing that the Association submit the grievance to Level Three. Level Three is mediation and/or arbitration. If the Association deems the grievance meritorious, or if the Association is not satisfied with the disposition of the grievance or the grievance has not been resolved at Level, the Association may request mediation or arbitration of the grievance by giving the district written notice within twenty (20) school days after Level Two is concluded. If the Association is not satisfied with the outcome of mediation or it chooses not to appeal to mediation or if the District does not agree to mediation under Section 6-5-1-1, the Association may demand arbitration of the matter by giving the District written notice within twenty (20) school days after Level Two is concluded or ten (10) schools days after mediation was unsuccessful in resolving the issue(s) in dispute, or within ten (10) school days after receiving the district's notice that it does not agree to mediation.

6-6-1-1 In the event the District or the Association does not agree to mediation, either may proceed to arbitration, by giving written notice to the other party within ten (10) school days of receipt of the request for mediation.

6-6-1-2 If the parties are unable to reach resolution upon completion of mediation, the matter may proceed to arbitration as provided in Section 6-5-1.

- 6-6-2 The mediator and arbitrator shall be selected as in Section 5-6 of this Agreement.
- 6-6-3 All hearings held by the mediator and/or arbitrator shall be in closed sessions, and no news releases shall be made concerning the progress of the hearing.
- 6-6-4 The arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed thirty (30) calendar days after the date of the close of the hearings, to the Board and the Association only.
- 6-6-5 The arbitrator shall not have the power to add to, subtract from, or modify

any terms of the Agreement or terms of applicable Board policy, nor shall the arbitrator have the power to decide any issue other than the one of violation, misinterpretation, or inequitable application. The arbitrator's report may be final and binding on both parties regarding grievances submitted to arbitration. However, at the time of submission of the issue to arbitration the parties must mutually agree to binding arbitration. Should the parties be unable to mutually agree to binding arbitration at the time the grievance is submitted to arbitration, then the arbitrator's report shall be advisory only to both parties, and the parties agree to give good-faith consideration to the recommendations of the arbitrator.

6-6-6 Fees and expenses for the services of the mediator and/or arbitrator, including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by both parties.

6-6-7 The Board shall take official action on the recommendation of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) school days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.

6-7 PROCEDURE

6-7-1 Teacher grievances alleging discriminatory treatment by the District based on the complainant's race, religion, national origin, sex, age, marital status, disability or sexual orientation may be filed either under the District's procedure for resolving discrimination complaints or under the grievance procedure as outlined in this Article, but not both.

6-7-2 It is agreed that if at each step of the grievance procedure no appeal is filed within the time limits provided, the grievance shall be considered to have been satisfactorily settled on the basis of the administration's last decision. Should an administrator not answer a grievance within the time limits specified, the award requested shall be granted, as long as the award is consistent with the expressed terms and conditions of this Agreement.

6-7-3 It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level shall be considered as a maximum unless mutually extended, and every effort shall be made to expedite the process. Grievances shall be heard at a time and place mutually agreed to by all parties concerned.

6-7-4 The Board and the Association agree to make available to the aggrieved party and her designated representative all pertinent information not privileged under law in their possession or control and which is relevant and material to the issues raised by the grievance.

6-7-4-1 The appropriate administrative participant in the grievance shall be in attendance at all levels of the grievance procedure.

6-7-5 Neither party nor its agent shall in any way harass, intimidate, nor otherwise take reprisals against any person by reason of participation or non-participation in the processing of a grievance.

6-7-6 The Association may file a grievance directly at Level Two if there is an

alleged violation, misinterpretation or inequitable application of this agreement pertaining to Association rights or grievances involving multiple numbers of teachers over the same or similar instances.

- 6-7-7 The collaborative resolution or detailed outcomes of Level Two of the grievance procedure shall be put in writing and shall be transmitted to the Association, to the Administrator in charge of Human Resources, **AND THE PSSG** .
- 6-7-8 All written and printed matter dealing with the processing of a grievance shall be filed separately and not in the central office personnel files of the aggrieved.
- 6-7-9 Grievance forms shall be jointly prepared and distributed by the Administration and the Association.
- 6-7-10 Any time limits set forth in this grievance procedure may be extended by mutual agreement of the Association and the District. In order to protect both parties such an agreement shall be put in writing within a reasonable time.
- 6-7-11 Nothing within these procedures shall preclude the parties from attempting to resolve a grievance at any point in the process.
- 6-7-12 The written form, initiating Level Two – IBS, shall include a statement of the circumstances giving rise to the grievance, and the articles of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied. Failure to include a statement of the circumstance shall result in the grievance being declared invalid.
- 6-7-13 In the event a grievance is filed or in process on or after the last teacher contract day, the parties agree to extend the time limits set forth herein so the grievance procedure shall continue at the beginning of the next school year by September 30 or a mutually agreed upon date.

ARTICLE SEVEN

TUITION REIMBURSEMENT

7-1 TUITION REIMBURSEMENT

- 7-1-1 Teachers will be reimbursed for the tuition or registration costs of successfully completed professional development activities which meet building and personal goals as well as the conditions of this article and which are not reimbursed from any other source. Administrators and teachers are encouraged to discuss their professional development goals.
- 7-1-2 Reimbursement is available for tuition for college courses, registration fees for seminars, and workshops and course fees for in-service programs. Not included are such things as fees, books and parking expenses. Reimbursement for in-service is limited to the registration, instructor and credit fee. No teacher will receive more than three-hundred (\$300) dollars each calendar year.
- 7-1-3 To be eligible for reimbursement the course or workshop must be related to improving professional instruction in the District and in keeping with the Strategic Plan of the District. Requests for reimbursement shall be submitted to the building principal or supervisor for approval and signature. The teacher shall then present to the Office of Human Resources all completed forms on or before the dates identified in Article 7-1-4. Only official District Tuition Reimbursement forms shall be used and accepted by the Office of Human Resources.
- 7-1-4 Requests for reimbursement of courses or workshops completed by September 1 must be submitted by October 15. If the total requests exceed thirty-five thousand (\$35,000) dollars for these courses, payments will be prorated. Requests for courses or workshops completed September 1 through February 15 must be submitted by April 15. If the total requests for these courses exceed ten thousand (\$10,000) dollars, payments will be prorated. In order to facilitate compliance with IRS provisions the District will require proof of payment and successful program completion appropriate to the activity. Specific documentation required will be determined by the administrator in charge of Human Resources.

ARTICLE EIGHT

INSURANCE

8-1 HEALTH, DENTAL AND VISION INSURANCE

8-1-1 INSURANCE COMMITTEE

8-1-1-1 The District and the Association agree that the District will utilize an Insurance Committee of no more than twenty (20) employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance issues such as, but not limited to, plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Associations.

The committee shall forward recommendations that are approved by the majority to the Board of Education through the Superintendent, along with a minority report, if one exists. One-half of these members shall be selected by the Association(s) to represent the Association(s), and one-half of these members shall be selected by the District to represent the District. This committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee.

The Association(s) and the District each shall designate a co-chair. The co-chairs will set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee.

The District will provide clerical support for the committee to take and distribute minutes, agendas, calendar of meetings, and any other relevant information. Two weeks prior to the meeting, an e-mail reminder, with minutes of the last meeting and a request for agenda items will be sent out.

8-1-2 The Association may appoint six (6) teachers as members of the District Insurance Committee.

8-2 HEALTH, DENTAL AND VISION PLAN

8-2-1 The District shall contribute up to \$420 per employee per month toward health and dental insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee.

Employee Only.....	\$420
Employee And Spouse.....	\$420
Employee And Children.....	\$420
Employee, Spouse, And Children	\$420

The contribution shall be remitted to the District's health, dental and vision insurance carriers.

- 8-2-2 In the event that the employee's spouse is a District employee, the District will contribute up to \$420 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies.

8-3 LIFE INSURANCE

- 8-3-1 The Board shall provide at District expense for each eligible, active full-time teacher on employment contract a group life policy, an accidental death and dismemberment policy, and a dependent group life insurance policy.

LIFE INSURANCE BENEFIT:

Two (2) times annual earnings, rounded to the next lower multiple of \$100, if not already a multiple of \$100. The maximum amount is \$500,000.

- 8-3-1-1 The amount of coverage shall be in accordance with annual earnings and shall be determined annually each October 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

GROUP DEPENDENT LIFE INSURANCE SCHEDULE for Full-Time and Active Employees

Spouse: Not employed in District \$1,000

Children: Live birth through age 19 or if full time college student, through age 24.
Covered amount per child..... \$1,000

- 8-3-1-2 The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. A teacher covered by the group life policy and the accidental death and dismemberment policy cannot also be treated as a dependent under the group dependent life insurance schedules; therefore, with husband and wife teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of one parent or the other, but not both.

8-4 RETIREMENT LIFE INSURANCE

8-4-1 Employees who retire on and after September 1, 1995, will not receive any District payment toward life insurance premiums after retirement. Teachers who retire may convert their District group life insurance plan to an employee-paid individual life insurance policy.

8-4-2 Nothing in this Agreement implies that employees who retired under prior Agreements lose any current District life insurance coverage. However, the District reserves the right to alter, amend or terminate this coverage.

8-5 TAX SHELTERED ANNUITY

8-5-1 A voluntary tax sheltered annuity program shall be available for teachers who choose to participate with any of the companies who have been approved by the District.

ARTICLE NINE

LEAVES

The Association and the Board recognize the teacher's presence in the classroom is a requisite to the consistent delivery of the curriculum and to positive student achievement. The parties also recognize the need for teachers to be absent. The immediate supervisor shall not deny leave for arbitrary or capricious reasons. All leave is considered excused leave with the understanding that this leave should be used with professionalism and should not be used for recreation, vacation, or to earn other income. Misuse of leave will result in docking of pay.

9-1 ANNUAL EXCUSED LEAVE

9-1-1 Full-time teachers who have been contracted by the first working day of the current school work year shall receive excused leave with full pay for thirteen (13) school days in each school work year.

9-1-1-1 Teachers who begin work after the opening day of the school work year shall receive thirteen (13) days of excused leave minus one and one-third ($1 \frac{1}{3}$) days of leave for each full month of the school year that they are not on duty, i.e. if a teacher starts between the second working day of September and the first working day of October she receives eleven and two-thirds ($11 \frac{2}{3}$) days of excused leave.

9-1-1-2 Teachers who are under contract for less than full time shall be granted excused leave on a pro rata basis.

9-1-1-3 Teachers will be responsible for input of leave information via the district's absence recording system in a timely manner.

9-1-2 Excused leave not used in the current school year shall accumulate to the credit of each teacher without limit from year to year.

9-1-3 The excused leave granted for the current school year and the accumulated excused leave may be used for these approved purposes :

9-1-3-1 Personal leave or Personal/Family Medical Leave
The number of school days of excused leave a teacher may use for personal or medical leave shall be limited to the total of annual excused leave days plus any accumulated excused leave credited to the teacher.

9-1-3-2 Death in the immediate family or other relatives

9-1-3-3 Child adoption

9-1-3-4 If possible, the teacher shall notify the immediate supervisor in writing of the intention to use excused leave at least one (1) week in advance.

9-1-3-4-1 Personal Excused leave shall not be taken the first or last day of each semester. Personal Excused leave shall not be taken the day before or the first day after a holiday or vacation period to extend

the vacation. If an extenuating circumstance dictates, personal excused leave may be taken the first or last day of the semester or the first work day before or after a holiday or vacation if the teacher has made the building principal aware of the request and the written request has been received at least two (2) weeks in advance and approved by the Assistant Superintendent of Human Resources and the President of PEA.

- 9-1-4 Each site committee will appoint a committee of teachers and administrators to develop and implement a plan for meeting class coverage needs in the event of a shortage of substitutes. The class coverage plan shall be distributed to staff by October 1.
- 9-1-5 The date of termination for teachers who retire or resign because of medical disability shall be the same workday long-term disability has been approved. Teachers shall be compensated for any remaining accumulated excused leave days regardless of years of service or number of accumulated days.
- 9-1-6 Excused leave shall be charged on the basis of one-quarter (.25) hour of leave or each portion of a quarter-hour used.
- 9-1-7 Should the need arise to request a leave during the school work day the teacher shall notify her immediate supervisor or appropriate designee.
- 9-1-8 A salary deduction of one-half (1/2) day at the current daily rate of substitute pay shall be charged to the teacher who returns to work and does not serve the proper notification resulting in an unnecessary payment for a substitute.
- 9-1-9 Absences not covered by accumulated excused leave or other options shall be deductible at a per diem rate for the term of this agreement.
- 9-1-10 Teachers who are absent for six (6) or more consecutive school days due to personal/family medical leave shall be required to furnish, if requested, verification of such disability.
 - 9-1-10-1 This verification shall be a written statement from a licensed physician or an attending health care practitioner stating the nature of the illness and the duration of the absence.
 - 9-1-10-2 A teacher who is absent for a total of thirty (30) or more days in any given academic year, due to personal/family medical, may be required to furnish verification as set forth in 9-1-10-1.

9-1-11 SICK LEAVE BANK

- 9-1-11-1 There will be an open enrollment period **FROM THE FIRST CONTRACT DAY FOR TEACHERS THROUGH THE END OF SEPTEMBER** each year when new members will be accepted. Employees hired after September 30 may elect to join the Bank within thirty (30) days of their hire dates.

A. An employee who wishes to join the Sick Leave Bank must annually contribute one (1) excused leave day to the Bank. The day will be assessed against the employee's excused leave day account

and added to the Sick Leave Bank on October 1 of the year the employee enrolls in the Bank.

9-1-11-2 MULTIPLE METHODS WILL BE USED BY BOTH PEA AND THE DISTRICT TO PROMOTE THE SICK LEAVE BANK AND TO INFORM EMPLOYEES OF ITS BENEFITS; THESE METHODS MAY INCLUDE BUT ARE NOT LIMITED TO WEBSITES, NEWSLETTERS, EMAILS, AND APPROPRIATE EMPLOYEE MEETINGS.

9-1-11-2.1 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.

9-1-11-2.2 The Sick Leave Bank Board shall notify each applicant in writing of approval or denial of request and the reason thereof within ten (10) school days. Decisions of the Bank Board shall be final and binding and shall not be grievable.

9-1-11-3 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:

9-1-11-3.1 The applicant must first use all of her own accumulated excused leave days before she is eligible to apply to the Bank for additional days.

9-1-11-3.2 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.

9-1-11-3.3 An employee may not use more than sixty (60) days in any three (3) year period.

9-1-11-4 Days may not be awarded in excess of the number of days remaining in the Bank at the time the request is granted. If days in the bank drop to a balance of two hundred (200) days, Sick Leave Bank members will be asked to contribute one (1) additional day on the appropriate authorization form. Days contributed to the Sick Leave Bank cannot be subsequently refunded.

9-1-11-4.1 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.

9-1-11-5 Days in the Sick Leave Bank shall be cumulative and available for use in subsequent years. The Bank may declare a moratorium on annual contributions (per Article 9-1-11-1 A) as it finds advisable.

9-1-11-6 The Sick Leave Bank Board shall maintain meeting times and minutes of all proceedings, as well as a record of all decisions made for use of Sick Leave Bank days. Confidential information related to a staff member's health will not be available for public review.

9-1-11-7 If applicable, each Sick Leave Bank application must be accompanied by a doctor's statement certifying that the employee is unable to work. The Board may request additional documentation. The Sick Leave

Bank shall not be used for elective surgery, or to extend normal maternity leave.

- 9-1-11-8 Sick Leave Bank activity including number of days in the Bank, days used, and days added from new and existing members shall be reported to the Associate Superintendent for Human Resources and the several Associations on a semi-annual basis in January and June for the periods ending December 31st and May 31st each year. The Sick Leave Bank account may be subject to audit by the District or the Association upon request, with copies provided to the other party upon completion of an audit.
- 9-1-11-9 Application forms and other documents necessary for the administration of the Sick Leave Bank shall be developed by the Bank Board and revised as needed.
- 9-1-11-10 Applications to use days from the Sick Leave Bank shall be submitted to the Office of Human Resources. The Office of Human Resources will forward such applications to the Bank Board for review and decision. A copy of the application and final authorization will remain on file in the Office of Human Resources.
- 9-1-11-11 Employees who are retiring or leaving the District may contribute unused sick leave to the Sick Leave Bank at the time of their retirement or resignation.

9-2 MEDICAL LEAVE

- 9-2-1 Teachers who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use accumulated excused leave may be granted a medical leave of absence for up to the remainder of the then current contract work year with fringe benefits but without salary. If the teacher returns to work during the then current school work year, the teacher shall be placed in a teaching assignment.
 - 9-2-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for one (1) additional school work year.
 - 9-2-1-2 If the teacher returns to work during the second school work year, the teacher shall be assigned at such time as a vacancy is open for which the teacher is qualified. When two (2) or more teachers returning from medical leave are qualified for a single opening, the teacher who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, or special programs of schools involved will be some of the salient factors in filling such vacancies.
- 9-2-2 When teachers on medical leave are able to return to work, they shall be reinstated on the Teacher Salary Schedule in accordance with Section 19-2-3.
 - 9-2-2-1 Before returning to work, the teacher shall be required to submit to the Office of Human Resources a physician's certificate of fitness to work.

9-2-3 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

Pursuant to the Family Medical Leave Act (FMLA) of 1993, the district provides family and medical leaves of absence to eligible employees. Additional information may be obtained in the Office of Human Resources.

9-2-3-1 FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

9-2-3-2 FMLA leave may be granted for any of the following reasons: 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. At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

9-2-3-3 The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

9-2-3-4 For the duration of FMLA leave, the district must maintain the employee's health coverage under any "group" health plan.

9-2-3-5 Upon return from FMLA leave, the employee will be placed in a position in accordance with Article 9-3-4 or Article 9-2-1-2, whichever applies.

9-2-3-6 The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

9-2-3-7 FMLA may be taken on an intermittent or reduced schedule.

9-2-8-8 Application forms and detailed information are available in the Office of Human Resources.

9-3 PARENTAL LEAVE

9-3-1 Parental leave without salary and fringe benefits except health insurance may be granted to teachers for the purpose of child rearing, child care, or adoption.

9-3-1-1 Health insurance will be covered by the District as required by law.

9-3-2 Parental leave may be granted for a period of time not to exceed two (2) consecutive school work years.

9-3-3 At the request of the Human Resources, the granting of parental leave may require evidence of need.

9-3-3-1 If the Parental Leave request is refused by Human Resources, the teacher may appeal to the Administrator in charge of Human Resources based upon written professional recommendation.

9-3-4 Return from parental leave shall be at the beginning of the school year according to positions and vacancies available. When two (2) or more teachers returning from parental leave are qualified for a single opening, the teacher who has been on parental leave the longest shall receive first consideration. If the terms of the parental leave are identical, then experience, length of service, qualifications, or special programs of schools involved shall be some of the salient factors in filling such vacancies.

9-3-5 Written notice of intent to return from parental leave shall be given to the Human Resources on or before April 1 preceding the school work year the teacher requests to return to work.

9-3-6 Upon return from parental leave, the teacher shall be reinstated on the Teacher Salary Schedule in accordance with Section 19-2-3.

9-4 MILITARY LEAVE

9-4-1 Teachers of the District who are members of the National Guard or any other component of the military forces of the state, now or hereafter organized; reserve forces of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from their employment as prescribed under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) additionally:

- (1) A teacher must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and
- (2) At the completion of the training or active service ordered, the teacher must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service.

9-5 PROFESSIONAL LEAVE

9-5-1 Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses such as actual mileage at the rate specified in section 4-4-9, lodging, meals, registration fees, parking, and gratuities may be approved.

9-5-1-1 If the request for professional leave is not approved, the reason for the denial shall be forwarded to the teacher on the leave acknowledgment form. The reasons for denial shall not be subject to the grievance procedure.

9-6 ACADEMIC LEAVE

- 9-6-1 Academic leave shall be granted to full-time teachers of the District for the purpose of continuing their education. Academic leave may be granted to full-time teachers only for up to two (2) school work years.
- 9-6-2 Academic leave shall be granted without salary and fringe benefits, and during the leave the teacher shall be required to carry a minimum of twelve (12) quarter hours of credit each quarter (fall, winter, spring) in an accredited college or university. The teacher shall retain due process rights. The teacher, upon return to active employment, shall be given full experience credit for the period of time spent on academic leave and shall be assigned to a teaching position.
- 9-6-3 Application for academic leave shall be filed in the Office of Human Resources not later than March 15 preceding the school work year the leave is requested to become effective. Notice of intention to return to work must be received in writing by the Office of Human Resources on or before April 1 preceding the school work year the teacher requests to return to work.
- 9-6-4 A teacher returning from academic leave shall submit a written report to the Superintendent, containing transcripts of all college or university work completed while on leave and all other items of pertinent information as the Superintendent may determine.

9-7 LEGAL LEAVE

- 9-7-1 A teacher shall be granted leave for jury duty as provided for by law. A copy of the summons shall be submitted with the leave request.
- 9-7-2 A teacher shall be granted leave when under subpoena to testify at a legal proceeding that is school related. A copy of the subpoena shall be submitted with the leave request.
- 9-7-3 A teacher, if successful as a defendant in a legal proceeding that is job related, or if charges are dismissed in such a proceeding, shall not be charged with absence from the District for attendance at a legal proceeding.
- 9-7-4 If a teacher is legally subpoenaed she shall be granted legal leave without salary reduction. A copy of the legal subpoena shall be submitted with the leave request.
- 9-7-5 The teacher shall be subject to a salary reduction equal to the amount of compensation received for serving on a jury panel or for compliance with a subpoena to testify unless the teacher turns over to the District any compensation for such services, except for mileage and meal allowance, received by the teacher.
- 9-7-6 Such time shall not be charged against excused leave except as provided in Section 9-7-3 above.

9-8 SPECIAL LEAVE

- 9-8-1 Leaves of absence requested by teachers for purposes not covered by this article may be requested on an individual basis by teachers and may be approved at the discretion of and as exclusively determined by the Board. Denial of such request or approval of such requests with stipulated conditions shall not be grievable.

9-9 WORK RELATED INJURY OR ILLNESS LEAVE

- 9-9-1 Each contract year, employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, as verified in a written statement from the district's medical provider concerning the employee's inability to return to work, shall receive a maximum of twenty (20) days of injury leave at their regular salary; any workers compensation will be paid directly to the District. This benefit does not apply in cases where modified light duty within the teacher's job classification is recommended by the medical provider and is available. These days will not be chargeable against excused leave.
- 9-9-2 The District shall continue to contribute the district's share of the employee's health/dental premium for a minimum of six (6) calendar months for employees on an authorized injury leave.

9-10 ACCUMULATED EXCUSED LEAVE PAY

- 9-10-1 Teachers retiring or resigning shall be entitled to cash reimbursement for each day of accumulated leave provided they have a minimum of fifteen (15) years of service as follows:
- 9-10-1-1 Teachers with seventy-five (75) or more days of accumulated leave shall be reimbursed at the rate of forty-five dollars (\$45) per day.
- 9-10-1-2 Teachers with fewer than seventy-five (75) days of accumulated leave shall be reimbursed at the rate of thirty-five dollars (\$35) per day.
- 9-10-2 Accrued excused leave as provided for in Section 9-1-1 shall be on a pro rata basis.
- 9-10-3 Reimbursement for accumulated leave shall be made in one installment the following January payday.
- 9-10-4 Teachers retiring under the provisions of article 9-9, who give notice of their retirement to the District on or before January 15, shall be paid an additional fifteen dollars (\$15) per day for accumulated leave.

ARTICLE TEN

CONTRACT YEAR – HOURS

- 10-1 The contract work year for teachers as provided in this Agreement shall be one hundred eighty-three (183) workdays as based on the officially adopted school calendar.
 - 10-1-1 Teachers new to the District shall be required to attend additional pre-session orientation meetings not to exceed three (3) days, which shall conclude prior to the first teacher workday of the contract year.
 - 10-1-2 Teachers shall be paid additional compensation for duties required prior to or after the contract work year as scheduled on the official school calendar. The compensation is to be determined on the basis of the current Extra Performance Salary Schedule, Appendices B and B-1 of this Agreement.
 - 10-1-3 Teachers shall be guaranteed a minimum of five (5) teacher workdays during the contract work year. A reasonable effort shall be made to schedule teacher workdays as follows: two (2) days at the beginning of the school year and one (1) day at the end of each grading period, except a grading period ending at a break.
 - 10-1-3-1 The term teacher work day as used in this agreement shall be a day in the school work year on which students are not scheduled to be present. On such days, no meeting or activities shall be required.
- 10-2 The school day for all teachers shall be seven (7) hours, thirty (30) minutes.
- 10-3 Teachers scheduled to begin their duties earlier or to continue until a later time as a result of an extended school day shall not be required to be on duty longer than the total hours of the regular day without additional compensation except as provided in Article Eleven.
- 10-4 Teachers shall have a duty free lunch period of at least thirty (30) consecutive minutes per regular school day except when emergencies or special events make it necessary to alter the schedule.
 - 10-4-1 The term lunch duty as used in this agreement shall be defined as a period of time when a teacher is responsible for supervising students during the students' lunch period.
 - 10-4-2 Teachers shall have the right to leave the building during their duty free lunch period provided the principal's office is notified prior to such absence from the building or location.

ARTICLE ELEVEN

TEACHING LOAD

11-1 The parties recognize that the number of students, the number of preparations, and the amount of planning time are related to student performance.

11-2 CLASS SIZE

11-2-1 The parties recognize that class size is related to economics and that reduction of class size is faced with fiscal constraints. The parties further recognize that it is not feasible at this time to set general numerical limitations upon class size because of physical space available, special programs, special student needs, attendance area variances, differences in scheduling systems, busing, and because of other variable causes affecting class size. Nevertheless, the parties shall make reasonable effort to maintain class size at reasonable, workable, and educationally effective levels in all situations.

11-3 TEACHER LOAD

11-3-1 Teaching load shall be defined as the number of separate class preparations that a teacher has per school day as delineated in the course description guide.

11-3-1-1 A high school teacher exceeding three (3) separate preparations or a middle school teacher exceeding four (4) separate preparations per school day shall be paid at the rate established in Appendices B and B-1 for each additional preparation.

11-3-1-2 No elementary teacher shall be responsible for more than eight (8) daily preparations. Should an additional preparation be required, the district will either reduce one (1) of the eight (8) daily preparations or shall compensate the teacher at the rate established in Appendices B and B-1 for each additional preparation.

11-3-1-3 Exclusions: Instrumental Music, Vocal Music, Art, ROTC.

11-3-1-4 Study halls assigned as an extra class, or a sixth (6th) class, whichever applies, shall be compensated according to the Extra Performance Salary Schedule, Appendices B and B-1, Extra Class.

11-4 PLANNING TIME

11-4-1 High school and middle school teachers shall have a minimum of five (5) planning periods per week unless they are compensated for additional instruction or extra duty responsibilities. A planning period

shall be equivalent to one (1) regular class period. Elementary school teachers shall have a minimum of forty (40) consecutive minutes of planning time per school day during the student contact time unless they are compensated for additional instruction or extra duty responsibilities. During the planning time teachers shall not be assigned to other duties except for emergencies or conferences. In case of an emergency, or any disrupted schedule, program, or staffing, elementary school teachers can be assigned planning time any time during the contract workday.

11-4-1-1 Planning time shall be interpreted as a part of the teacher's school day. A substantial part of the planning time shall be used for instructional and program planning. During the planning time teachers shall not participate in recreational activities or conduct excessive personal business, excessive Association business, or leave the building without prior approval from the principal.

11-4-2 During the planning time, teachers shall not normally be assigned to other duties. In the event a teacher is requested by the principal to assume new duties during a planning period, the teacher shall be compensated at her option according to the following:

11-4-2-1 The rate listed in Appendices B and B-1 or compensatory time.

11-4-2-2 The principal and the teacher will mutually agree to a date and time for compensatory time.

11-4-2-2-1 Compensatory time shall be scheduled during non-pupil contact time and shall not be scheduled during a regularly scheduled staff meeting.

11-4-2-2-2 Compensatory time must be used within the current school work year.

11-4-2-2-3 No more than three and one-half (3.5) hours of compensatory time shall be taken on any one day.

11-5 The principal may require teachers to attend building meetings and activities necessary to insure effective school building and program operation. When possible, meetings and activities shall be scheduled at the end of the normal school day.

11-5-1 The District may require teachers to attend, without additional compensation, a maximum of nine (9) hours beyond the regular

school day for in-service training and/or District meetings. Teachers required to attend the in-service training and/or District meetings in excess of the nine (9) hours shall receive compensatory time for all such time in excess of the nine (9) hours, as shall be determined by the principal. Compensatory time must be granted during the current school year as stipulated in 11-4-2-2. It is agreed that in-service training and/or District meetings shall not be held on Sundays, holidays, vacations, or on the evenings before holidays and vacations.

- 11-6 In addition to regularly required teaching hours and teaching load, teachers may voluntarily participate in curriculum-related meetings and committee work at the request of an administrative supervisor.

ARTICLE TWELVE

NON-TEACHING DUTIES

- 12-1 The Board and the Association recognize that a teacher's professional and primary responsibility is to teach and that energies should, to the extent possible, be utilized to this end. Therefore, effort shall be made to have non-teaching duties and required attendance at extracurricular or co-curricular activities assigned as equally and equitably as possible.
- 12-2 In the event of an emergency or disrupted scheduling situation, the principal may request a teacher to temporarily accept a non-teaching duty assignment on an equal and equitable basis. That teacher will be compensated per 11-4-2.
- 12-2-1 If the request is teacher initiated, the principal shall be notified and no compensation shall be forthcoming.
- 12-3 Recognizing that each site has varying needs regarding supervision of students, to provide a safe, orderly and positive climate conducive to learning, school committees shall coordinate a fair and equitable process for the assignment of non-teaching duties. The committee shall meet prior to the commencing of the school work year and periodically thereafter to discuss non-teaching duties as they relate to student supervision, discipline, disrupted scheduling situations, and beginning and ending school schedules and then to make recommendations therefore as needed.
- 12-4 **MENTOR TEACHERS**
- 12-4-1 Mentor teachers will assist teachers who hold a provisional license per the district's mentorship/induction program. Together they will design individual goals and strategies to strengthen the effectiveness of the probationary teacher. It will be the mentor teacher's responsibility to ensure that the probationary teacher has a firm understanding of the District's expectations for classroom management, effective teaching techniques, and collegial relationships.
- 12-4-2 In most cases, mentor teachers will be from the inductee's building; however, there may be some exceptions when a mentor teacher will be assigned from another site. Mentor teachers will be compensated five hundred dollars (\$500) for one-to-one mentoring, and two hundred fifty dollars (\$250) for each additional inductee mentored.

- 12-4-3 A minimum of thirty (30) hours of contact time either individually or collaboratively is required. Mentor teachers will be required to attend a one-day mentor in-service once every three years on district time with a substitute provided.
- 12-4-4 Mentor teachers will be compensated two hundred fifty dollars (\$250) for their assistance to probationary teachers during the second year, if needed, for fifteen (15) hours of contact time.
- 12-4-5 New hires who begin after the first nine weeks will not be part of the induction program for that year.

ARTICLE THIRTEEN

TRANSFERS and ASSIGNMENTS

13-1 GENERAL

13-1-1 The parties recognize the need for teacher transfers for the purposes of **SAFETY**, maintenance or reduction of programs, declining enrollment, closing of schools, **CONSOLIDATION OF SCHOOLS**, affirmative action, vacancies, conflict resolution, or improvement of the instructional program, **OR** to comply with state or federal mandate.

13-1-2 Transfers may be requested by the teacher or by administration. **TRANSFERS MAY BE ONE OF THREE TYPES: IN BUILDING RE-ASSIGNMENT, VOLUNTARY, OR ADMINISTRATIVE.**

13-1-3 TEACHERS WHO HAVE BEEN OFFICIALLY DISPLACED FALL UNDER SB191 AND SHOULD REFER TO ARTICLE 21, NOT THIS ARTICLE.

13-1-4 Teachers shall be assigned to positions for which they are qualified.

13-1-4-1 ASSIGNMENT CRITERIA

Preference shall be given to the assignment of teachers in the District according to the following order of criteria:

1. Teacher **DEMONSTRATED EFFECTIVENESS** and qualifications in accordance with state and federal law,
- 2. THE TEACHER'S SUPPORT FOR THE WRITTEN INSTRUCTIONAL PRACTICES AT THE SCHOOL AS LISTED IN THE JOB POSTING,**
- 3. Program Needs**
4. District Length of **CONTINUOUS** service.

13-1-5 Neither party nor its agent shall in any way harass, intimidate, or otherwise take reprisal against any teacher or administrator for her involvement in the transfer process.

13-1-6 The Board retains the sole and exclusive right to implement transfers for any good and just cause.

13-1-7 Transfers shall be acted upon by the Board when recommended by the Superintendent.

13-2 POSTING OF DECLARED VACANCIES

13-2-1 Teaching vacancies shall be posted on the District Website for a period of **SEVEN (7) CALENDAR** days

13-2-2 An application must be submitted to the Office of Human Resources using the District **ELECTRONIC INTERNAL** application form for each posted position for which the applicant wishes to be considered.

13-2-3 The Office of Human Resources shall **ENSURE THAT** any qualified **INTERVIEWEE WHO IS** not selected for the posted position **IS NOTIFIED.**

13-2-4 Teachers whose transfer request is not granted may request in writing a meeting with the Office of Human Resources to discuss the reasons.

13-3 IN BUILDING RE-ASSIGNMENT

13-3-1 Teachers may be reassigned from one (1) assignment to another within the building. THIS REASSIGNMENT IS NOT PART OF THE HIRING

PROCESS AND IS NOT SUBJECT TO MUTUAL CONSENT.

- 13-3-1-1 When vacancies occur which do not involve transfers between buildings or which occur in extra performance positions, the principals shall notify teachers within the building by posting **ELECTRONIC** notices. Such notices shall be posted no later than **FIVE (5)** school days after the Office of Human Resources establishes that the vacancy exists.
- 13-3-1-2 The notices shall be posted for three (3) days, and copies shall be sent to the Office of Human Resources.
- 13-3-1-3 Teachers may notify the principal that they wish to be considered for such positions. Notification from the teacher shall be in writing.

13-4 VOLUNTARY TRANSFERS

- 13-4-1 All known vacancies which may involve **VOLUNTARY** transfers from building to building **ARE SUBJECT TO AN INTERVIEW PROCESS APPROVED BY HR, AND** shall be posted no later than May 7, with all subsequent vacancies posted as they become known. *Applications for voluntary transfers shall be completed by July 15 of the forthcoming school year. If the 15th falls on a weekend, the deadline shall be the Friday immediately preceding.*
- 13-4-2 **ONCE THE ASSIGNMENT CRITERIA LISTED IN SECTION 13-1-4-1 IS MET,** consideration in filling vacancies shall be given **IN THE FOLLOWING ORDER: TEACHERS WHO ARE IN THE PRIORITY HIRING POOL, TEACHERS WHO ARE DISPLACED BUT ARE NOT YET IN THE PRIORITY HIRING POOL,** voluntary **TEACHER** transfers and new teacher applicants.

13-5 ADMINISTRATIVE TRANSFER

ADMINISTRATIVE Transfers may be requested by the teacher or **INITIATED** by the administration **AND ARE NOT GOVERNED BY ARTICLE 21 AND ARE NOT SUBJECT TO MUTUAL CONSENT.**

- 13-5-1 When an administrative transfer is requested by the principal **FOR REASONS NOT GOVERNED BY ARTICLE 21** the teacher shall be notified in writing and given the specific reasons for the transfer no later than May 10. If the teacher submits a written request to the Office of Human Resources within ten (10) school days from the date she is notified by the principal by means of the administrative transfer card, a meeting shall be arranged with the teacher, the teacher's representative, the principal, and the Office of Human Resources, at which time the specific reasons for the transfer shall be discussed. Nothing in this subsection restricts the District administration from transferring teachers to meet the needs of the District based on those needs specified in 13-1-1. It is understood, however, that administrative transfers subsequent to May 10 will be based on a change in need occurring after May 10.
- 13-5-2 If a position becomes available prior to the first school day of the school work year in a building from which a teacher has been administratively transferred, the teacher may apply for the available position using the District Transfer Request form, and the Office of Human Resources shall

reassign the teacher to the available position provided the teacher meets the posted qualifications for the position. Return of an administratively transferred teacher to a former position may be precluded for reasons of affirmative action, **SAFETY**, conflict resolution or improvement of the instructional program.

13-5-3 **A TEACHER RETURNING FROM A DISTRICT APPROVED LEAVE OF ABSENCE SHALL BE PLACED IN A POSITION FOR WHICH SHE IS QUALIFIED UNDER THIS ADMINISTRATIVE TRANSFER PROCESS.**

13-6 ATHLETIC COACHING VACANCIES

13-6-1 Coaching vacancies shall be posted for application by district employees prior to being posted for application by non-employees except as follows: coaching positions which become vacant two (2) work weeks prior to the beginning of the season shall be posted both for employee application and application by non-employees. Posting procedure as specified in Section **13-1-4-1** shall be followed.

13-6-2 The following criteria shall be used in the assignment of athletic coaches:

1. Program Needs
2. Athletic Coaching Qualifications

13-6-3 Also see 19-4-3-2 and 19-4-3-3.

13-7 DEFINITIONS

13-7-1 POSITION shall refer to a District budgeted teaching position.

13-7-2 VACANCY shall refer to a posted unoccupied position.

13-7-3 REASSIGNMENT shall refer to movement within a building.

13-7-4 **VOLUNTARY TRANSFER SHALL REFER TO ELECTIVE MOVEMENT FROM ONE BUILDING TO ANOTHER AND SHALL BE SUBJECT TO THE INTERNAL APPLICATION PROCESS.**

13-7-5 **ADMINISTRATIVE TRANSFER SHALL REFER TO A MOVEMENT FROM ONE BUILDING TO ANOTHER AS AN ADMINISTRATIVE PLACEMENT WHICH IS NOT SUBJECT TO THE MUTUAL CONSENT HIRING PROCESS OR MUTUAL CONSENT .**

ARTICLE FOURTEEN

STUDENT DISCIPLINE

- 14-1 Student discipline directly affects the climate and achievement of each classroom and the entire school and must be maintained to ensure the safety of students and teachers. Administrators and teachers shall be responsible for maintaining an atmosphere of acceptable discipline at all times with all students while engaged in performing their duties and responsibilities as employees of the District in compliance with applicable law and the School District Discipline Code as adopted in August 1994 and any revisions thereto.
- 14-1-1 Both parties recognize the need to maintain a fair and equitable learning environment in order to foster student growth; therefore, consideration will be given to maintaining balance with regard to class size and individual student needs.
- 14-2 Each building's staff, consistent with the provisions of the Agreement, State Law, and District Policy, shall develop and implement a building plan for dealing with the subject of managing student behavior.
- 14-2-1 This building discipline plan shall be distributed to all staff and students by September 15 of each year and shall be in accordance with all Colorado statutes, specifically CRS 22-32-109.1, sections a.ii, a.vii and CRS 22-33-106.
- 14-3 Whenever issues arise concerning the behavior of a student the principal and teacher shall communicate regarding the best approach to use with the student.
- 14-3-1 Within two (2) school days, the disposition of the incident shall be reduced to writing and placed in the student discipline file and the teacher shall receive a copy of the written notice.
- 14-4 The Administration shall give notice, in writing, to all teachers who are assigned a student who has been adjustment transferred for safety or discipline reasons. The written notification shall include, but not necessarily be limited to, the official reasons for the adjustment transfer. The written notice shall be delivered within ten (10) school days of the student's enrollment at a new site. In the case of out of district transfers such information which is permitted by law shall be provided within ten (10) school days of the receipt by the office of student support and community services from the student's previous district. Confidentiality of student information shall be in accordance with the Family Education Right to Privacy Act (FERPA).

ARTICLE FIFTEEN

REDUCTION-IN-FORCE

- 15-1 Any reduction or decrease in the number of licensed teaching positions in the District shall be in accordance with applicable Colorado Law.
- 15-2 The Board may cancel an employment contract with a non-probationary teacher without penalty to the District when there is a justifiable decrease in the number of teaching positions.
- 15-3 In the event that the District must reduce the number of teaching positions within the bargaining unit by more than one and one-half percent (1.5%), the District shall give the Association two weeks' notice that it is contemplating a reduction in force and the procedure to be used shall be as follows:
 - 15-4 When a justifiable reduction in the number of teaching positions within a particular endorsement area occurs, the contracts of Probationary I teachers who are occupying such positions shall be canceled first, Probationary II teachers second, and Probationary III teachers third, followed by the teachers with the least seniority thereafter. The word "occupying" as used in this section shall mean holding an endorsement in, but not necessarily teaching in, a particular endorsement area scheduled for reduction.
 - 15-4-1 Teachers with more than one endorsement shall be placed in each appropriate endorsement area by seniority. Teachers holding a valid Temporary Teaching Endorsement (TTE) in a specific area shall be considered endorsed in that area so long as the TTE is valid.
 - 15-4-2 Whenever possible there shall be no reduction in force of full-time teachers if the District continues to employ part-time certified teachers in the same endorsement area. A teacher who has been subjected to reduction in force may accept a less than full-time position and/or agree to travel between sites or accept an assignment to a different endorsement area for which she is qualified.
 - 15-4-3 In the event of a reduction in force, the District shall make reasonable effort to maintain, as a minimum, the percentage of minority teachers employed within the District at the effective date of the current Agreement.
 - 15-4-4 This section shall in no way constitute a waiver of any teacher's rights under the Teacher Employment, Compensation, and Dismissal Act of 1990.
- 15-5 Teachers who have been subjected to a reduction in force shall have the right to be recalled to a teaching position within the District for one (1) calendar year from the date of layoff.
 - 15-5-1 Teachers subject to a reduction in force who wish to be considered for

reemployment shall provide written notice to the Office of Human Resources within thirty (30) calendar days of date of layoff.

15-5-1-1 Teachers who are offered re-employment shall have seven (7) calendar days from date of receipt of notification to accept or reject the reemployment offer. Failure to respond in writing within the time period shall be considered rejection.

- 15-6 When positions become available in specific endorsement areas previously reduced, the District shall recall laid-off teachers according to the program needs of the District. In the event that two (2) or more teachers have substantially equal qualifications for a vacant position, District seniority shall determine the teacher appointed to fill the vacancy.
- 15-7 Upon re-employment of a teacher within one year of a layoff, the teacher's previously accrued benefits shall be restored.
- 15-8 In recalling laid-off teachers, the District shall make reasonable effort to maintain, as a minimum, the percentage of minority teachers employed within the District at the effective date of the current Agreement.
- 15-9 Staff development classes may be available to teachers subject to reduction in force on a space available basis.
- 15-10 Nothing contained in this article shall be interpreted to pertain to or be applied to the non-renewal of probationary teachers.
- 15-11 There shall be no reduction in force of teachers during the school work year.

ARTICLE SIXTEEN

TEACHER PERFORMANCE EVALUATION

- 16-1 The Board shall develop a written teacher performance evaluation system in compliance with the "Certified Personnel Performance Evaluation Act," School District 60 Procedures for Teacher Appraisal, Colorado Department of Education Guidelines, and this Article. A written copy of these procedures and forms shall be posted on the District web site by September 30 each year.
- 16-2 Teachers who have been employed by the Board for a period of more than six (6) weeks shall be evaluated in compliance with this Article.
- 16-3 The purposes of the Teacher Performance Evaluation System shall be improvement of instruction, enhancing the implementation of programs of curriculum, measurement of satisfactory performance for individual teachers, documentation for unsatisfactory performance dismissal proceedings, and measurement of professional growth, development, and level of performance of teacher personnel. The steps of the formal evaluation process will be followed by the administration. Only those evaluation forms approved by the Board of Education and the advisory School District Performance Evaluation Council shall be used.
- 16-4 The evaluation shall be conducted so as to observe the legal and constitutional rights of teacher personnel, and no evaluation information shall be gathered by electronic devices without the prior written consent of the teacher. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate such evaluation.
- 16-5 The District shall impanel an Advisory School District Performance Evaluation Council of between five (5) and ten (10) members which shall include at least one (1) teacher, one (1) administrator, one (1) principal from the District, one (1) resident of the District who is a parent of a child within the District, and one (1) resident of the district who is not a parent of a child within the District. The council shall perform all of the duties required by the Certified Personnel Performance Evaluation Act. This council shall meet as required by statute or more often as needed.
- 16-6 Evaluation reports and all public records used in preparing the evaluation report shall be exempt from public inspection in compliance with the Certified Personnel Performance Evaluation Act.
- 16-7 Participation in extracurricular activities shall not constitute a valid basis for appraising a teacher's classroom performance.
- 16-8 No teacher shall assume or be required to assume the role of evaluator for any other teacher's performance. Both parties understand that only those authorized by state law under CRS 22-9-101, Article 19 may be evaluators.

ARTICLE SEVENTEEN MANAGEMENT RIGHTS

17-1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and prerogatives conferred upon and vested in it by the laws and the Constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities, and prerogatives by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE EIGHTEEN

TOTAL AGREEMENT

- 18-1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The Board and the Association therefore waive their right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 18-2 This Agreement supersedes any previous Agreements between the Board and the Association and constitutes the entire Agreement between the parties.

ARTICLE NINETEEN

SALARIES

19-1 TEACHER SALARY SCHEDULE

19-1-1 The Teacher Salary Schedules covered by this Agreement from November 19, 2013 through August 31, 2014, are set forth in Appendix A.

19-1-2 The Teacher Salary Schedules are based on the ratio of one hundred eighty-three (183) workdays for the 2013-14 school work year, and compensation shown therein shall be paid over twelve (12) months.

19-1-2-1 Each counselor whose assignment extends beyond the regular teacher contract work year shall be paid her per diem rate of pay.

High School Counselor 183 Workdays + 10 days

Middle School Counselor 183 Workdays + 6 days

Elementary School Counselor 183 Workdays +5 days

19-1-3 The Teacher Salary Schedules include compensation for all those extra duty activities not otherwise compensated for by the Extra Performance Salary Schedules, Appendix B and C, attached hereto and made a part hereof.

19-1-4 A teacher shall not advance more than one (1) vertical step and/or two (2) horizontal academic columns on the Teacher Salary Schedule, in a school work year. The teachers earning Masters and Doctorate degrees shall be excluded from the column restriction.

19-2 EXPERIENCE STEP

19-2-1 To be eligible for experience credit, the teacher must have taught full time for an entire school work year and been fully licensed for teaching at the elementary or secondary school level (not emergency certificate) by the State Certification Department in the state where she was teaching, and she would have been eligible for a Colorado teaching license had she applied at the time of the teaching experience. A maximum of five (5) years of previous full-time teaching experience obtained within or without the District within TEN (10) years immediately prior to employment in the District shall be granted to new teachers. Previous teaching experience shall be granted for only the following:

19-2-1-1 Public school teaching within the United States.

19-2-1-2 College, university, or junior college level teaching.

19-2-1-3 Private or parochial school teaching.

19-2-1-4 Teaching in an DODEA school.

19-2-1-5 Teaching in the Peace Corps.

19-2-1-6 Teaching in the Teacher Corps, not to include teacher training programs.

19-2-1-7 Teaching in foreign schools.

19-2-2 The Superintendent may waive the maximum year experience limitation stipulated in Section 19-2-1 at his/her discretion.

- 19-2-3 One (1) experience step credit shall be given to full-time teachers who were under annual contract and on active duty in the District for at least one hundred (100) school days of the previous school work year.
- 19-2-4 Beginning with the 2002–2003 school year, September 1, 2002, newly hired teachers receiving experience credit shall be advanced one step on the salary schedule for each experience year granted per Article 19-2-1. Beginning September 1, 2002, Step 0 (zero) was removed. Current employees, hired prior to the 2002–2003 school year started on Step 0 (zero) of the teachers salary schedule. Employees hired for the 2002–2003 school year shall progress on the salary schedule starting with step 1 (one).
- 19-2-5 Teachers contracted to work less than full time shall receive salaries prorated in accordance with Appendix A. Those working four (4) or more hours per school day shall advance one (1) step per school work year. Those working less than four (4) hours per school day shall be advanced one step for every two (2) years.
- 19-2-6 During the term of this Agreement, experience credit, where applicable, shall only be granted on September 1 annually. However, new employees hired after the beginning of the contract year shall be granted experience credit at the time of hire.
- 19-3 CREDIT
 - 19-3-1 When a teacher earns a master's or a doctorate degree or additional graduate quarter hours that shall permit advancement from one salary step classification to another, the additional hours above the bachelor's degree must be graduate quarter hours from an institution of higher learning as listed in the annual publication, "Accredited Institutions of Post Secondary Education." Graduate quarter hours in addition to the master's degree shall only be acceptable if they are earned during the last quarter of the master's degree program or after the requirements for the master's degree are completed.
 - 19-3-1-1 All credits to be considered for any educational level column other than degree column must be earned within ten (10) years of the date of this Agreement.
 - 19-3-1-2 Hours other than graduate quarter hours when taken with prior written administrative approval from the Assistant Superintendent of Human Resources shall be accepted on the Teacher Salary Schedule.
 - 19-3-1-3 A teacher may submit to the Assistant Superintendent of Human Resources academic credits on an official college or university transcript as earned, and those credits approved shall be recorded in the teacher's academic credit file.
 - 19-3-2 Horizontal adjustments on the Teacher Salary Schedule shall be granted for degrees or graduate quarter hours earned by September 1, subject to the teacher's declaration of the earned degree or graduate quarter hours on a District Graduate Credit Declaration form only, and presented in person to the Office of Human Resources on or before September 15. Only official District Graduate Credit Declaration forms shall be used and accepted by the Office of Human Resources. Verification of graduate quarter credits or an earned degree by official transcript only shall be

solely the responsibility of the teacher, and all verification shall be presented in person on an official college or university transcript to the Office of Human Resources on or before October 31. Declaration and verification shall be properly receipted upon presentation to the Office of Human Resources with a receipt copy being given to the teacher. If official transcript verification of graduate quarter hours declared on the District Graduate Credit Declaration form is not received on or before October 31, a salary deduction from the teacher's salary shall be made for the amount actually paid to date for the earned degree or additional graduate quarter hours. If a transcript is not available from the college or university, a letter from the official college or university authority issuing transcripts shall state the reason a transcript cannot be issued and shall verify that the hours or degree has actually been earned. The letter shall be delivered by the teacher to the Office of Human Resources on or before the October 31 deadline date for verification. An extension of the October 31 deadline for official transcript verification may be granted in writing by the Office of Human Resources.

19-3-3 The District reserves the right to properly adjust any errors that may occur in the calculation of salaries and fringe benefits of teachers in the negotiation unit within the duration of the applicable Teacher Salary Schedule.

19-3-3-1 Lump sum repayments by an active teacher shall not be required. The payments due from active employees shall be collected in the same length of time that they were received.

19-4 EXTRA PERFORMANCE SALARY SCHEDULE

19-4-1 The Extra Performance Salary Schedules, Appendix B and Appendix C, shall include all those duties beyond the normal school day for which compensation is granted.

19-4-1-1 No additions or deletions from the Extra Performance Salary Schedules, Appendix B and Appendix C, shall take place for the duration of this contract.

19-4-2 Teachers receiving salaries under the Extra Performance Salary Schedules, Appendix B and Appendix C, shall be required to attend meetings and activities directly related to the extra performance for which they are compensated.

19-4-3 Teachers currently teaching in the District and assigned extra performance duties shall be represented by the Association and shall be subject to the terms of the Agreement except as provided below.

19-4-3-1 At the conclusion of the extra duty assignment the parties may, by mutual consent, extend the contract for another term. Performance standards may be altered at that time. If the assignment is not extended at the sole discretion of either party, the extra performance position will then be posted as in 19-4-3-2.

19-4-3-2 Extra performance positions shall be posted for three (3) days in the building. The postings shall contain the length of assignment and any required performance standards. Teachers shall notify the principal, in writing, of their intent to be considered for the position.

- 19-4-3-3 Job postings shall be developed for all positions declared open to new applicants. Extra class, class coverage and extra prep/combination are exemptions to required postings.
- 19-4-3-4 The non-renewal of an extra performance assignment at its conclusion shall not be grievable.
- 19-4-4 Once per year, employees shall have the opportunity to sign up for voluntary paid game duty. Postings shall be made District wide. Full-time employees (teachers) shall be given preference.
- 19-5 No teacher's compensation shall be reduced below the amount to which the teacher is entitled under the then current salary schedule without just cause. However, if a teacher is receiving additional compensation for the performance of additional duties, such additional compensation shall not be payable in the event the teacher is relieved of such duties.
- 19-6 Experience steps and/or academic credit shall be granted to eligible teachers according to Appendix A and Appendix B.
- 19-7 Teachers holding extra performance positions, recognized on Appendix B and Appendix C of the Salary Schedules, shall be compensated according to the Appendix B and Appendix C Schedules without regard to the funding source.

ARTICLE TWENTY

TERM OF AGREEMENT - SUCCESSOR AGREEMENT

- 20-1 The provisions of this Agreement shall become effective the nineteenth day of November, 2013 and shall continue and remain in full force and effect through August 31, 2014.
- 20-2 All financial obligations of the Board (within the meaning of the term "financial obligation" under Article X, Section 20 of the Colorado Constitution, CRS 22-32-110 (5), and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to the PEA no later than May 15, 2014. The parties agree to meet within five (5) days of such notice to negotiate such provisions of this Agreement.
- 20-3 Upon request by the Association to the Board or by the Board to the Association, after January 15, 2014, but before February 1, 2014, the Board and the Association agree to open negotiations over a Successor Agreement. Such negotiations, however, shall terminate not later than June 30, 2014, unless extended in writing by mutual consent.
- 20-4-1 Successor Agreement negotiations shall be scheduled for a minimum of six (6) days at dates and times mutually agreeable to the parties.

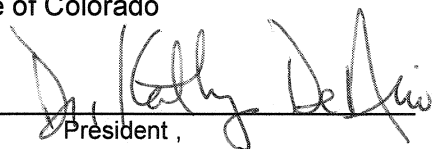
ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE NINETEENTH DAY OF NOVEMBER, 2013 AND ALL PROVISIONS OF THIS AGREEMENT SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTY FIRST DAY OF AUGUST, 2014.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 19th DAY OF November, 2013.

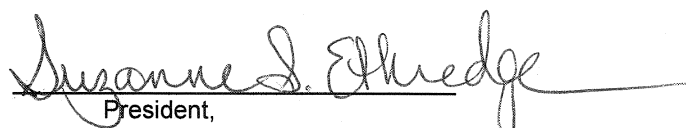
PUEBLO CITY SCHOOLS
in the County of Pueblo
and State of Colorado

By



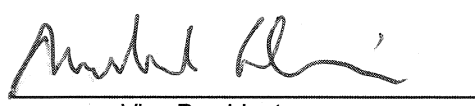
President,
Board of Education

PUEBLO EDUCATION
ASSOCIATION, INC.

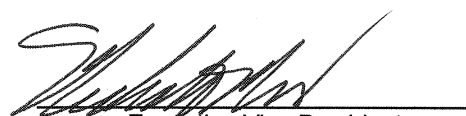


President,
Pueblo Education Association

By



Vice President,
Board of Education



Executive Vice President
Pueblo Education Association

APPENDIX A

The Pueblo Education Association (PEA) and Pueblo City Schools (PCS) agree that teachers will receive a step increase prorated for the 2013-14 year (80%), to begin November 1, educational lanes/columns for eligible teachers, a one-time \$400 PERA includable salary increase to be paid in one lump sum for those teachers whose step movement does not include a salary differential, and a one-time salary increase of \$1600 for National Board Certified Teachers.

In order to allow PEA and PCS the ability to react and respond to unpredictable economic conditions and/or student enrollment factors that have a significant impact on compensation, the parties further agree to reopen negotiations in January 2014.

If approved by the Board of Education, step increases are awarded in September and across-the-board increases are awarded in September.

Extra performance experience in another school district will be granted to newly hired employees provided that the new employee's experience is at the same level and within the same extra performance category and that said experience has been earned within the last ten years.

Acceptance of an extra class shall be strictly voluntary and paid according to the extra performance salary schedule.

Extra pay for extra duty may, under certain circumstances, be prorated among staff members. Approval for such pro-rata payment must be made in advance in writing to the Division of Instruction. Under no circumstance shall a pro-ration of less than 2.5% of the individual's yearly salary be permitted.

APPENDIX A

SALARY

TEACHER SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2011 - AUGUST 31, 2014 APPENDIX A

STEP	BA	BA+15	BA+30	BA+60/ MA	MA+30	MA+45	MA+60	DOC
1	\$33,904	\$34,589	\$35,271	\$36,297	\$37,319	\$38,346	\$39,373	\$41,592
2	\$35,337	\$36,020	\$36,702	\$37,725	\$38,752	\$39,770	\$40,797	\$43,020
3	\$36,298	\$36,980	\$37,663	\$38,686	\$39,715	\$40,736	\$41,769	\$43,987
4	\$37,322	\$38,008	\$38,688	\$39,714	\$40,744	\$41,761	\$42,790	\$45,010
5	\$38,696	\$39,376	\$40,052	\$41,086	\$42,110	\$43,136	\$44,158	\$46,378
6	\$40,062	\$40,745	\$41,428	\$42,454	\$43,475	\$44,501	\$45,529	\$47,749
7	\$41,432	\$42,112	\$42,793	\$43,821	\$44,842	\$45,869	\$46,893	\$49,115
8	\$42,305	\$43,476	\$44,162	\$45,190	\$46,210	\$47,235	\$48,263	\$50,484
9	\$42,305	\$44,349	\$45,531	\$46,552	\$47,578	\$48,600	\$49,629	\$51,851
10	\$42,305	\$44,349	\$47,066	\$47,996	\$49,020	\$50,045	\$51,067	\$53,284
11	\$42,305	\$44,349	\$48,605	\$49,535	\$50,555	\$51,574	\$52,597	\$54,812
12	\$42,305	\$44,349	\$50,145	\$51,071	\$52,089	\$53,112	\$54,134	\$56,349
13	\$42,305	\$44,349	\$51,018	\$52,603	\$53,624	\$54,648	\$55,669	\$57,885
14	\$42,305	\$44,349	\$51,679	\$54,671	\$55,703	\$56,738	\$57,771	\$59,988
15	\$42,305	\$44,349	\$52,552	\$55,544	\$57,259	\$58,287	\$59,320	\$61,535
16	\$42,305	\$44,349	\$52,552	\$55,544	\$58,132	\$59,838	\$60,871	\$63,087
17	\$42,305	\$44,349	\$52,552	\$55,544	\$58,132	\$61,388	\$62,421	\$64,635
18	\$42,305	\$44,349	\$52,552	\$55,544	\$58,132	\$62,261	\$63,969	\$66,183
19	\$42,305	\$44,349	\$53,219	\$56,220	\$58,801	\$62,939	\$65,520	\$67,735
20	\$42,305	\$44,349	\$54,092	\$57,093	\$59,674	\$63,812	\$66,393	\$68,608
21	\$42,305	\$44,349	\$54,092	\$57,093	\$59,674	\$63,812	\$66,393	\$68,608
22	\$42,305	\$44,349	\$54,092	\$57,093	\$59,674	\$63,812	\$66,393	\$68,608
23	\$42,305	\$44,349	\$54,092	\$57,093	\$59,674	\$63,812	\$66,393	\$68,608
24	\$42,305	\$44,349	\$54,092	\$57,093	\$59,674	\$63,812	\$66,393	\$68,608
25	\$42,467	\$44,563	\$54,549	\$57,739	\$60,389	\$64,637	\$67,288	\$69,508
26	\$43,340	\$45,436	\$55,422	\$58,612	\$61,262	\$65,510	\$68,161	\$70,381
27	\$43,340	\$45,436	\$55,422	\$58,612	\$61,262	\$65,510	\$68,161	\$70,381
28	\$43,340	\$45,436	\$55,422	\$58,612	\$61,262	\$65,510	\$68,161	\$70,381
29	\$43,340	\$45,436	\$55,422	\$58,612	\$61,262	\$65,510	\$68,161	\$70,381
30	\$43,340	\$45,436	\$55,422	\$58,612	\$61,262	\$65,510	\$68,161	\$70,381

APPENDIX B

SEPTEMBER 1, 2012 – AUGUST 31, 2014

Compensation for the below listed extra performance duties/responsibilities shall be computed by multiplying the percentage stated for applicable assignment by the annual salary set forth in Step 1 through Step 8 of the BA15 column of Appendix A for payments made between September 1, 2011, and August 31, 2014.

For each additional season of experience in a particular assignment, an employee shall be entitled to an increase in the stipend computed by multiplying the percentage stated for the assignment by the annual salary set forth in the next following step of the BA15 column of Appendix A up to and including Step 8.

The following percentages are applied to the 1-8 steps in the BA15 Salary Schedule, dependent upon years of experience. Payment for individuals selected for these positions will be a percentage of the Base Pay regardless of funding source as follows:

12%	10%	8%	7%	5%	4.5%	3.5%	3%
COED CROSS COUNTRY COACH	FOOTBALL BASKETBALL CHEERLEADER SPONSOR H.S. DEBATE	SWIMMING TRACK WRESTLING SOCCER VOLLEYBALL SOFTBALL TRAINER (3) SEASONS BASEBALL	GOLF TENNIS H.S. BAND H.S. VOCAL MUSIC H.S. ASST. COACHES H.S. INST. MUSIC ASST TRAINER	ROTC DRILL ROTC RIFLE H.S. DRAMA	M.S. HEAD COACH NAL COACH	M.S. ASST. COACHES	YEARBOOK M.S. VOCAL MUSIC M.S. INSTR. MUSIC
STEP 1 - \$4151	STEP 1 - \$3459	STEP 1 - \$2767	STEP 1 - \$2421	STEP 1 - \$1729	STEP 1 - \$1557	STEP 1 - \$1211	STEP 1 - \$1038
STEP 2 - \$4322	STEP 2 - \$3602	STEP 2 - \$2882	STEP 2 - \$2521	STEP 2 - \$1801	STEP 2 - \$1621	STEP 2 - \$1261	STEP 2 - \$1081
STEP 3 - \$4438	STEP 3 - \$3698	STEP 3 - \$2958	STEP 3 - \$2589	STEP 3 - \$1849	STEP 3 - \$1664	STEP 3 - \$1294	STEP 3 - \$1109
STEP 4 - \$4561	STEP 4 - \$3801	STEP 4 - \$3041	STEP 4 - \$2661	STEP 4 - \$1900	STEP 4 - \$1710	STEP 4 - \$1330	STEP 4 - \$1140
STEP 5 - \$4725	STEP 5 - \$3938	STEP 5 - \$3150	STEP 5 - \$2756	STEP 5 - \$1969	STEP 5 - \$1772	STEP 5 - \$1378	STEP 5 - \$1181
STEP 6 - \$4889	STEP 6 - \$4075	STEP 6 - \$3260	STEP 6 - \$2852	STEP 6 - \$2037	STEP 6 - \$1834	STEP 6 - \$1426	STEP 6 - \$1222
STEP 7 - \$5053	STEP 7 - \$4211	STEP 7 - \$3369	STEP 7 - \$2948	STEP 7 - \$2106	STEP 7 - \$1895	STEP 7 - \$1474	STEP 7 - \$1263
STEP 8 - \$5217	STEP 8 - \$4348	STEP 8 - \$3478	STEP 8 - \$3043	STEP 8 - \$2174	STEP 8 - \$1956	STEP 8 - \$1522	STEP 8 - \$1304

APPENDIX C

EXTRA PERFORMANCE SALARY SCHEDULE

SEPTEMBER 1, 2012 – AUGUST 31, 2014

The following percentages are applied to the BA15 salary base - no steps. The positions of Instructional Team Leaders, Instructional Secondary Technology Resource Teachers, Instructional Elementary Technology Resource Teachers, Department Chairs, and Head Counselors are optional positions that may be filled at the discretion of site councils. If a site council agrees to fill any of these positions, the employee(s) must be compensated at the following rates.

10%	8%	7%	5%
HEAD COUNSELOR	TEACHER LIAISON EXTRA CLASS	LUNCH DUTY – (31-60 MINS)	DEPT CHAIR 2 (25+ SECTIONS)
\$3459	\$2767	\$2421	\$1729

3.5%	3%	2%	.5%	.11%	
DEPT CHAIR 1 (13-24 SECTIONS) LUNCH DUTY – (1-30 MINS)	VOC YOUTH LEAD ORG SPONSOR/EACH	DEPT CHAIR (0-12 SECTIONS)	VOC ADVISORY COMT. SPONSOR	EVENTS MANAGER (PER EACH)	CLASS COVERAGE:
INSTRUCT TECHN RESOURCE TEACHER – SEC: 125+ SECTIONS	INSTRUCT TEAM LEADER			\$38	0-30 MINS - \$15
INSTRUCT TECHN RESOURCE TEACHER – ELEM 13+ SECTIONS	TEACHER IN CHARGE	\$692	\$173		31-60 MINS - \$30
	INSTRUCT TECHN RESOURCE TEACHER – SEC:1-124 SECTIONS				61-90 MINS - \$45
\$1211	INSTRUCT TECHN RESOURCE TEACHER – ELEM 1-12 SECTIONS				
	\$1038				

Extra Prep/Combination Class (PRE1) \$648

Preparation 2 (PRE2) \$1296

Preparation 3 (PRE3) \$1944

Preparation 4 (PRE4) \$2592

Memorandum of Understanding PROFESSION LEARNING COMMUNITIES (PLCs)

Pueblo City Schools Professional Learning Community (PLC) is a learning organization committed to a collaborative culture that utilizes data, inquiry, open and reflective dialog, research-based practices, and measurable actions. The sole purpose of our collective efforts is to expand the capacity and knowledge of educators to continuously improve student learning and achievement.

The Association and District recognize the need to establish open communication and collaboration to promote both student learning and continual teacher growth. The success of a professional learning community is embedded in a collaborative design utilizing researched-based strategies shared through open, risk free communication and reflective dialog. Professional Learning Communities (PLCs) are collaborative planning and collegial relationships which focus on essential and significant student learning, promoting depth of knowledge, encouraging experimentation with research-based best practices and flexibility grounded in standards that guide day-to-day instruction.

1. Each school will provide opportunities for teachers to collaborate in Professional Learning Communities that are separate from individual plan time as outlined in Article 11-4-1 and other MOUs.
2. PLCs are led through shared vision and values using basic structures and realistic protocols with active, productive problem-solving surrounding improving student learning.
3. PLCs will allow for systematic training/mentoring and implementation for all members of the learning community with understanding that individuals will require different levels and time to acquire and implement existing or new skills/knowledge.
4. Schools will be accountable for implementing and maintaining this PLC process.
5. Each school staff will collaboratively establish their professional learning community's mission, vision, values and goals.

PLC work can include, but is not limited to, 5 step teaching/learning cycle, data analysis, literature review as action research, best practice research and review, and professional development.

6. Staff will have access to the information, training, and parameters (available time/resources) they need to make well informed decisions, and empower individuals/teams to act using research-based best practices.

EARLY RELEASE INDIVIDUAL PLAN TIME

School Year 2013-14

The parties agree that all schools within the District will utilize Early Release and individual plan time during the school year in the following manner:

- All Teachers will be given a minimum of five (5) individual teacher plan times per week as outlined in 11-4-1
- Each building (Principal, AR and/or Staff) will agree upon and publish a yearly schedule for Friday early release time **no later than September 27. This schedule will begin with OCTOBER 4 ***
- **Early Release time on August 30, September 6, 13, 27 will be individual self-directed teacher plan time in order to allow teachers a wide choice of times to attend a mandatory training on the new educator evaluation system (Educator Effectiveness)***
- This schedule shall specifically exclude teacher workdays and district Professional Development days.
- Any change to the schedule must be mutually agreed upon at least one week in advance.
- If there is a need to exchange early release times to allow for building flexibility or unforeseen circumstances, principals will work with ARs or staff to insure that the exchanged time is equitable.

ELEMENTARY	SECONDARY
Two Early Release days per month shall be individual self-directed teacher plan. One Early Release day per month shall be for Principal/Building needs.	Early release time will be allocated half for principal/building/professional learning community needs, half for individual self-directed teacher plan.
The fourth Early Release day in the months of October, November, January, February, April, and May shall be split: one half will be individual self-directed teacher plan, and one half will be for building/principal needs.	Principals will work with ARs/staff to determine how to share the early release time. Buildings may choose to alternate Fridays, to split Fridays or to manage the time creatively, so long as the time is shared equitably.

For this purpose, K-8 schools will follow elementary guidelines.

4-8 schools will follow the secondary guidelines.

*Schools of innovation have been waived from the requirements of this MOU for this year

***Schools utilizing the extended calendar and whose faculties were trained separately will follow this MEMORANDUM, but with the exception of the second and third bullets above; schedules for those schools will be agreed upon and published by August 30.**

Data shows that time for teachers and buildings to collaborate is essential to well-functioning and successful schools. Therefore, early release planning time shall be used to improve quality instruction and enhance student achievement as outlined by the school improvement plans. Teachers and building principals shall be accountable for early release planning time. The District shall be responsible for holding all parties accountable for appropriate use of time as outlined in this Memorandum of Understanding.

MEMORANDUM of UNDERSTANDING

ARTICLE TWENTY ONE

(NEW ARTICLE)

SB 191: TEACHER DISPLACEMENT, MUTUAL CONSENT, AND PRIORITY HIRING POOL FOR EFFECTIVE TEACHERS

21-1 GENERAL

21-1-1 The parties agree that as a result of drop in enrollment, turnaround, phase-out, reduction in program, reduction in building, including closure, consolidations or reconstitution, the District may have a change in employee needs or placement.

21-2 DEFINITIONS:

21-2-1 "Displacement" shall mean the removal of a non-probationary teacher from the teacher's assigned school as a result of drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution.

21-2-2 "Displaced Teacher" shall be defined as an non-probationary teacher who is removed from the teacher's assigned school because of a reduction in the number of teaching positions at the school due to a result of a drop in enrollment; turnaround, phase-out, reduction in program, or reduction in building, including closure, reconstitution or consolidation.

21-2-2-1 Partial loss of FTE in a building and/or changes in assignment for specialists assigned by the district shall be considered on a case by case basis.

21-2-3 "Hiring Cycle" shall mean the period of time during which the district reviews the staffing needs of the district and makes recommendations to fill vacant positions, if any. The district engages in one hiring cycle each calendar year. This hiring cycle begins March 10 or with the first posting of positions for the subsequent school year, whichever occurs first, and shall continue through August 31 or the first day of school for students, whichever occurs later.

21-2-4 "Mutual Consent Placement" occurs when a Displaced Teacher applies for a position under the supervision of another principal and the hiring principal consents.

21-2-5 "Priority Hiring Pool" is a subgroup of displaced non-probationary teachers who were actively employed and deemed satisfactory or

effective in their most recent summative performance evaluation and who have been displaced under this article and who have not secured a mutual consent placement.

21-3 IDENTIFYING AND NOTIFYING DISPLACED TEACHERS

21-3-1 If the district determines that displacement of one or more teachers is necessary, the principal of the affected school shall issue a statement to the superintendent that identifies the teacher(s) who will be displaced and reasonably identifies the reasons for the displacement. This statement shall be made available to affected teacher and the Association.

21-3-2 If the Superintendent agrees with the Principal's statement, the Superintendent or the Superintendent's designee will provide written notice of displacement to all displaced teachers. Notice shall be in writing, shall state the effective date of displacement and shall be personally delivered or sent via certified mail to the displaced teacher's address of record. The Superintendent or designee shall also immediately provide each displaced teacher an initial list of all vacant positions for which the teacher is qualified, as well as a list of vacancies in any area identified to be an area of critical need.

Nothing contained in this Article shall be deemed to modify the "Highly Qualified" requirements of state or federal law.

21-3-2-1 The effective date of displacement shall be the first calendar day after the last day of the current school year. If displacement occurs after the last day of the current school year, the effective date of displacement shall be the date of notice of displacement. Upon receipt of notice of Displacement, a teacher may begin applying for transfers to vacant positions in the district.

21-4 PRIORITY HIRING POOL

21-4-1 Commencing July 15 immediately following the effective date of displacement (or if displaced after July 15, immediately after receipt of notice of displacement) , any Displaced, active non-probationary teacher who, in her most recent performance evaluation, was deemed *Satisfactory* or *Effective*, and who has not secured a Mutual Consent Placement, shall become a member of a priority hiring pool and will be ensured a first opportunity to interview for available positions for which she is qualified,

and for which she applies, before external candidates for those positions are interviewed.

21-4-2 While a member of the Priority Hiring Pool, a teacher shall be eligible to attend any district training which is offered free of charge to other district employees for up to two years after she has entered the priority hiring pool.

21-4-3 The District shall develop and implement a plan for communicating with Displaced Teachers who have been placed in the PRIORITY HIRING POOL FOR EFFECTIVE TEACHERS which shall include, at a minimum:

- A. access to a list of current vacancies in the teacher's licensure area and within areas of critical need;
- B. details regarding the process for applying for the vacancies, and an explanation of the rights and responsibilities of teachers in the PRIORITY HIRING POOL FOR EFFECTIVE TEACHERS;
- C. a clear statement about how long the teacher can remain in the PRIORITY HIRING POOL FOR EFFECTIVE TEACHERS before being released with a letter of recommendation from the Office of Human Resources;
- D. contact information of the Human Resource staff member who will be providing support;
- F. a clear statement of the entire Displacement process; AND,
- G. access to District email.

21-5 HIRING PROCESS/ MUTUAL CONSENT PLACEMENT

21-5-1 A teacher may be assigned to a particular school only with the consent of the hiring Principal with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the Teacher's qualifications and teaching experience support the instructional practices of the school.

21-5-1-1 A Teacher who secures a Mutual Consent Placement pursuant to this process will be notified in writing within two business days of the decision with a copy to the Association.

Any applicant hired will be offered the position immediately and will be expected to fill the position in a reasonable amount of time, to be determined by the candidate and building leadership.

21-5-1-2 A Teacher who interviews for an available position but who does not secure the position will be notified in writing within two business days of the decision.

21-5-2 If a Displaced Teacher is unable to secure a Mutual Consent Placement after twelve months from the effective date of displacement or two hiring cycles, whichever period is longer, the district shall place the teacher on unpaid leave until such time as the teacher is able to secure an assignment. If the teacher secures an assignment while on unpaid leave, the district shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave.

21-5-2 -1 Notwithstanding anything to the contrary contained in this Article, the first of the two Hiring Cycles referred to in this Section 21-5-2 shall be the Hiring Cycle conducted during the school year in which Displacement occurs (the "Displacement Year"). The second Hiring Cycle shall be the Hiring Cycle conducted during the school year immediately following the Displacement Year. In no event will a Displaced Teacher receive more than twelve months of salary after the Displacement Year.

By way of example, if a Teacher is given notice of Displacement in March, the Teacher will be paid her regular salary through August 31 of the Displacement Year. Beginning with September of the school year following the Displacement Year, the teacher will continue to be paid her regular salary and benefits (1/12th or her annual salary) beginning with the September pay period and each month thereafter through August of that school year, after which the Teacher will be placed on unpaid leave if she has been unable to secure a Mutual Consent Placement.

21-5-3 A teacher may request to be released from unpaid leave status at any time, in which case the Office of Human Resources will provide the teacher a letter of reference and the teacher will be paid any unused, earned and accumulated leave at the rate defined in Article 9-10-1-1 and 9-10-1-2.

21-5-4 During the period in which the teacher is attempting to secure a mutual consent placement, the district may place the teacher in a twelve month assignment (183 teacher work days/year) or other limited term assignment, including, but not limited to a teacher assignment, substitute assignment or

instructional support role. Such an assignment shall not constitute a Mutual Consent Placement and shall not be deemed to interrupt the period in which the teacher is required to secure a Mutual Consent Placement before the district shall place the teacher on unpaid leave.

21-6 SCHOOL BASED HIRING

21-6-1 School Based Hiring Committee (SBHC)

21-6-1-1 Each building will establish a school based Hiring Committee (SBHC) for the purpose of providing input to the building principal regarding the proposed placement of any displaced teacher into the building. Input includes (but is not limited to) information, ranking, advice, and recommendations for the purpose of assisting the principal in making a final decision.

21-6-1-2 The SBHC will consist of the hiring principal and at least two teachers elected to represent them in any decision involving mutual consent placements. The teachers will be elected by a secret ballot vote of the faculty held by the principal and the Association Representative (AR). If no AR has been elected by the faculty, the faculty will select a teacher to serve in this capacity. The faculty will determine the number of teachers to be elected. In the event that a faculty decides to have more than two representatives, the faculty and the building administration will collaboratively decide how many and which of those representatives will serve on the SBHC for individual mutual consent decisions. The election results of the SBHC shall be shared with the faculty of the building, Human Resources and PEA within three (3) work days.

21-6-1-3 The district will provide all members of the SBHC with training so that they are able to discharge their duties appropriately and without bias. Members of the SBHC will be released from their regular duties without loss of compensation to participate fully in the training and decision making of the SBHC, if necessary. Training content and methods will be determined by the district.

21-6-1-4 At minimum, the SBHC will use the following criteria, independent of any specific franchised education or remediation programs:

- a. The teacher's demonstrated effectiveness and qualifications,

- b. The Teacher has the minimum qualifications, including the experience and academic preparation needed to perform the duties for the position; and
- c. The teacher demonstrates that she supports the written instructional practices at the school as listed on the job posting.
- d. Other criteria will be discussed by the SBHC.

21-6-1-5 The SBHC will use non biased scoring matrices, or other HR approved interview documents. If the SBHC recommendation is modified by the principal, the SBHC will be reconvened for a follow up discussion.

21-6-1-6 No representative on the SBHC will be adversely impacted due to her advocacy and/or service on the SBHC.

21-6-1-8 If a teacher does not secure a mutual consent placement, the district will advise her within two (2) work days that she was not selected.

21-7 RECALL PROCEDURE

BUILDING RECALL – if a teacher is displaced and her position or a comparable position in the same building opens by October 15 of the following school year, the displaced teacher shall have the right of first refusal to that position before such vacancy is posted.