2017-2019
AGREEMENT

Between the

Pueblo County School District 70
IN THE COUNTY OF PUEBLO,
STATE OF COLORADO

And the

PUEBLO COUNTY
EDUCATION ASSOCIATION

Negotiated Agreement effective July 1, 2017 - June 30, 2019
PUEBLO COUNTY SCHOOL DISTRICT 70

Pueblo, Colorado

BOARD OF EDUCATION

Mr. Tony Montoya----------------------President
Mrs. Debbie Houghton------------------Vice-President
Mrs. Jill Deulen------------------------Director
Mr. Mark Emery------------------------Director
Mr. Ted Ortiviz------------------------Director

SUPERINTENDENT OF SCHOOL DISTRICT 70

C. Edward Smith

IBS Bargaining Negotiating Team

Andy Beeman ------------------------Eileen Lovell
Michelle Bocchietti ----------------Fern Higgins
Greg Keasling ----------------------Sharon Agnes
Ed Smith -----------------------------Amy Spock
TJ Vinci -----------------------------Louann Koshak
Brian Dilka ------------------------Troy Mayfield
Ted Shepard -------------------------David Gouge
Stephanie Russell -------------------Rebecca Hogan
Monte Montez -----------------------Karen Pavicich
Bob DiPietro ------------------------Colleen Mansfield
Sandy Gibbs ------------------------Donna Raught

DATE: June 2017
Table of Contents

PREAMBLE .................................................................................................................. 5

ARTICLE 1 - Definitions ............................................................................................. 6

ARTICLE 2 - General Provisions ............................................................................. 8

ARTICLE 3 - Recognition ......................................................................................... 10

ARTICLE 4 - Representative Rights ....................................................................... 10

ARTICLE 5 - Negotiations Procedures .................................................................. 14

ARTICLE 6 – Grievance Procedure ....................................................................... 18

ARTICLE 7 – Leaves of Absence ............................................................................ 23

ARTICLE 8 - Contract Year and Hours ................................................................. 37

ARTICLE 9 - Non-Teaching Duties ....................................................................... 42

ARTICLE 10 - Fringe Benefits .............................................................................. 44

ARTICLE 11 - Assignments and Vacancies ......................................................... 46

ARTICLE 12 - Teacher and Classified Employees Rights ................................ 51

ARTICLE 13 - Staff Reductions ........................................................................... 53

ARTICLE 14 – Teacher and classified employee Evaluations ............................ 57

ARTICLE 15 – Extra Duty Performance Schedule ............................................. 59

ARTICLE 16 – Teacher Salary Schedule ............................................................. 60

ARTICLE 16 – Teacher Salaries ........................................................................ 61

ARTICLE 17 - Horizontal Movement on Salary Schedule ................................ 64

ARTICLE 18 - Terms of Agreement .................................................................. 64

ARTICLE 19 - Vacations and Holiday ................................................................. 66

APPENDIX B – Classified Salary Schedule ......................................................... 67

Article 20 – SB191 Evaluation and RIF Language ........................................... 68

MEMORANDUM OF UNDERSTANDING .................................................................. 72

2015-2016 Settlement Agreement ...................................................................... 72

Group Norms ........................................................................................................ 73

Homeroom/Access Hour .................................................................................... 74

Food Service Staffing/Satellite Leaders ............................................................. 75

Appendix B (ESP) Salary Schedule Task Force .............................................. 76

“Hard to Fill” ....................................................................................................... 77

Retirement Incentive ......................................................................................... 78

Pool Position ...................................................................................................... 79
AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN PUEBLO COUNTY SCHOOL DISTRICT 70, IN THE COUNTY OF PUEBLO AND STATE OF COLORADO, AND THE PUEBLO COUNTY EDUCATION ASSOCIATION, A COLORADO CORPORATION NOT FOR PROFIT, ON BEHALF OF ITSELF AND THE TEACHERS AND CLASSIFIED EMPLOYEES OF THE SCHOOL DISTRICT ON THIS FIRST DAY OF JULY 2015, AND SHALL BE ADOPTED AS BOARD POLICY FOR THE TERM OF THIS AGREEMENT.
PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing quality education for students is their mutual aim, and that the character of such education depends predominately upon the quality and morale of the teaching and classified employees, and

WHEREAS, teachers and classified staff are particularly interested in policies and programs designed to improve educational standards, and

WHEREAS, attainment of the objectives of the educational program conducted in Pueblo County School District 70 requires mutual understanding and cooperation between the Board, the Superintendent and administrative staff, the teachers, and the classified staff and further, that 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, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:
ARTICLE 1 - Definitions

1-1 The term **TEACHER** or **COUNSELOR** (counselors hired after January 2006) shall mean any or all non-administrative and non-supervisory licensed/certified employees, Alternative Licensed, Teacher-In-Residence, and Type III Emergency Licensed teacher represented by the Association in the negotiating unit. Wherever the singular is used, the plural may also apply. The term **TEACHER** or **COUNSELOR** (hired after January 2006) are used synonymously in the agreement unless specified separately in the article. (2/07)

1-2 The term **NON-PROBATIONARY TEACHER** shall mean any or all teachers who have commenced the first day of their fourth year of continuous employment as a teacher with the District.

1-3 The term **PROBATIONARY TEACHER** shall mean any or all teachers who have not commenced the first day of their fourth year of continuous employment as a teacher with the District.

1-4 The term **TEACHER-IN-RESIDENCE** shall mean any person employed by the school district as a Resident Teacher, holding at least a Baccalaureate Degree from a fully accredited institution. A person may be employed as a Resident Teacher, as per state law, for a total of two consecutive years. While employed as a teacher in residence, the employee shall remain on Step 1A for two consecutive years or until the licensure is achieved. (11/15)

1-5 The term **ALTERNATIVE TEACHER** shall mean any person employed by the school district as an Alternative Teacher holding Baccalaureate Degree from a fully accredited institution and meeting all other requirements as set forth in state law. While employed as a teacher in residence, the employee shall remain on Step 1A for two consecutive years or until the licensure is achieved. (11/15)

1-6 The term **TYPE III EMERGENCY TEACHER AUTHORIZATION** shall mean any person employed by the school district under a Type III Emergency Authorization will teach at a particular grade level or subject when in the judgment of the State Board of Education an emergency exists due to a shortage of licensed teachers. The emergency authorization shall be valid for a period of one year.

1-7 The term **BOARD** shall mean the Board of Education of Pueblo County School District 70 in the County of Pueblo and State of Colorado.

1-8 The term **ASSOCIATION** shall mean the Pueblo County Education Association. Wherever the term **ASSOCIATION** is used, it is understood that the **PRESIDENT** of the **ASSOCIATION**, or his/her designee, acts for the Association.

1-9 The term **DISTRICT** shall mean Pueblo County School District 70 in the County of Pueblo and State of Colorado.
The term **SCHOOL YEAR** shall mean the period of time from the opening of the schools of the District in the fall, usually in August, through the closing of the schools in the spring, usually in June, as shown in the officially adopted school calendar, except where the term **SCHOOL YEAR** is otherwise defined in the Agreement.

The term **PARTY** or **PARTIES** shall mean the District, or its representatives acting in its behalf, and the Association, or its representatives acting in its behalf.

The term **PRINCIPAL** or **Supervisors** shall mean any building administrator or the administrator of any work location or functional division in the school district.

The term **DUTY DAY** shall mean the continuous period of time each day a teacher or classified employee is fulfilling his/her contractual duties.

The term **SUPERINTENDENT** shall mean the Superintendent of the School District.

The term **DAY** shall mean a calendar day unless otherwise identified.

The term **NEGOTIATING UNIT** shall mean all full-time employees of the District who are certified/licensed as teachers, deans, or counselors (counselors hired after January 2006) by an agency of the State of Colorado and all full time classified employees.

Full-time employees shall mean those on at least a half-time contract.

The term **WORK DAY** shall mean non-student contact days on which all teachers may work independently in their building.

**INSERVICE DAYS** are non-student contact duty days on which teachers are to report for building or district in-service training, at sites designated by district administration.

The term **DISCIPLINARY ACTIONS** shall mean oral warnings, written reprimands, reduction in rank, reduction of salary, job suspensions, and/or dismissal.

The term **EMERGENCY** shall mean a situation that generates concerns about the health, welfare, and safety of students and/or staff. It shall also apply to situations of willful disregard for established Pueblo County School District 70 fiscal policies.

**INTEREST BASED STRATEGIES (IBS):** A structured conversation designed to bring out the historical perspective, interests of the parties, available options, and agreed upon solutions to a problem or conflict.

**PROGRAM NEEDS:** A faculty adopted school philosophy, instructional or reform program that is intended to improve the instructional and/or learning environment of the building.

The term **CATASTROPHIC** shall mean any non-work related injury or illness including a major surgery and/or life-threatening illness or disease affecting a teacher or classified
employee, or requiring them to be the primary caregiver for their spouse or child who has incurred a catastrophic illness or injury (i.e. cancer, heart attack, stroke or accident requiring extensive hospitalization and/or home care).

1-24 The term DATE OF HIRE shall mean the date an employee was approved for hire by the Board of Education.

1-25 The Term full-time classified employees shall mean those working at least 16 hours per week for the school calendar year.

1-26 The term essential personnel shall mean all maintenance and custodial classified staff.

1-27 The term late start personnel shall mean all food service managers and assistant food service managers, including essential personnel identified in article 1-26.

1-28 The term-classified employee as used in this agreement shall refer to regular full time classified employees represented by the association in the bargaining unit.

1-29 A classified employee shall be regarded as a probationary employee during the first twelve (12) calendar months of employment in the district.

1-30 A custodian will be considered “day custodian” if his/her regularly scheduled shift begins after 4:00 a.m. and ends before 6 p.m. Day custodians will replace the job title complete the duties of Head Custodian as future day custodian vacancies become available. (8/10/17)

ARTICLE 2 - General Provisions

2-1 Neither the Board nor the Association, nor any authorized agent of the Board or the Association, shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, handicap, membership or non-membership, or participation or non-participation in the activities of, any teacher or classified employee organization.

2-2 This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

2-3 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing here on.

2-4 This Agreement shall be governed and construed according to the Laws of the State of Colorado.
2-5 The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application to any teacher and classified employee covered hereby, shall be found contrary to law, such provisions or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.

2-6 The provisions of this Agreement shall control where any conflict exists between this Agreement and Board or Association policy, practice, custom, writing or intentions not incorporated in this Agreement. In the event of a change in a District-wide personnel policy not controlled by this Agreement and when this policy directly affects teachers and classified employee, the District agrees to consult with the Association regarding such change prior to its implementation.

2-7 Any individual contract between the Board and any individual teacher or classified employee, shall be subject to, and dependent upon, the terms and provisions of this Agreement.

2-8 Current Board of Education policies are available on the Pueblo County School District 70 web site at www.district70.org under “Policies”.

2-9 When articles are changed the month and year will be documented in the agreement. Such dates will be placed at the end of the Article on the section that has been changed. 6/10
**ARTICLE 3 - Recognition**

3-1 The Board recognizes the Association as the representative of the negotiating unit for the purpose of negotiating salaries; negotiations procedures; economic conditions such as: leaves, fringe benefits, reduction in force, transfers, duties, work day and year; and grievances in those areas. Additional items may be added by mutual consent.

3-2 The Board agrees not to negotiate with any teacher or classified employee organization other than the Association for the duration of this Agreement. Nor shall the Board negotiate directly with any teacher(s) or classified employee(s) for the duration of this Agreement.

3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

**ARTICLE 4 - Representative Rights**

4-1 Dues Deduction

4-1-1 The Board agrees, subject to the provisions of 4-1-1.1 through 4-1-1.3, to deduct from the salary of each employee an amount of money equal to an Association member's dues in the Association, the National Education Association, and the Colorado Education Association (collectively referred to hereafter as "Association representation fees or dues"), as those dues amounts are certified by the Association. The Board agrees to transmit all such monies so deducted to the Association on a regular monthly basis with a list of all members and the amount deducted from their pay.

4-1-1.1 Payroll deductions for association representation fees shall be made unless written notification by a classified employee or a teacher, to the association is made between August 8 and September 8 of each year, signs a revocation form at the association's office, or notifies the association by certified letter, which must be received by 3:00 p.m. On September 8 or the last work day before September 8, which must include the teacher's or classified employee's full name and school. Letters are to be sent to: **PUEBLO COUNTY EDUCATION ASSOCIATION**, 511 West 29th, Suite C, Pueblo, CO 81008. Business hours shall be 8:30 a.m.-12:00 p.m. and 1:00 p.m.-4:45 p.m. Monday through Thursday. The association shall provide copies of any such letters to the superintendent or designee by the above dates. 12/2017

4-1-1.2 The District shall advise teachers and classified employee of this provision in notices concerning this and other information mailed to
teachers and classified employee with July letters of employment and provided thereafter to teachers and classified employee hired prior to September 1.

4-1.2a The Association shall have a half day of the New Teacher Professional Development Week each year to meet with new teachers. The specific day shall be determined by the district. 2016

4-1.2b The Association shall be granted time during the bi-monthly new Employee orientation to meet with new Classified Employees. 2016

4-1.3 Teachers and classified employee hired on or after September 15 shall not have payroll deductions taken for Association representation fees until September 1 of the next year, unless they opt to join at any time during that year, dues will be deducted from that point forward.

4-1.4 If a teacher or classified employee resigns and is rehired during the same school year, membership status shall remain the same as it was prior to resignation.

4-1-2 The deduction referred to in Article 4-1-1 above will be made in equal installments each month for which payroll authorization is effective, i.e., September through the next succeeding August 31. The District will not be required to honor, for any month’s deduction, any authorizations that are delivered to it later than the 15th day of the month prior to the distribution of the payroll from which the deductions are to be made.

4-1-3 The Association will periodically furnish the Board with a list of all members who have authorized dues deductions. The Association shall also furnish the Board with a dues deduction form properly signed by the members. Such forms shall remain in effect during the employment of the member until such time as revoked by the member.

4-1-4 The Association shall indemnify and hold the district harmless from any and all claims, demands, suits, costs and attorneys’ fees incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this Article 4.

4-2 Use of School Facilities

4-2-1 The Association shall have the privilege of using school facilities without cost where the District incurs no additional cost. If additional costs are incurred by the District, such cost will be borne by the Association. The principal of a building where an Association meeting is scheduled will be consulted in advance of the time and place for the meeting. The Association may request building use where
no conflict exists with the normal conduct of school activities, and no other group has scheduled a meeting. Where the Association meeting includes more teachers and classified employee than from a single building, the arrangement for use of a school building shall be made at least 48 hours in advance through the business office of the District. All requests for building use shall be made a reasonable time before the date of such meeting. If the need for the meeting could not have been reasonably foreseen 48 hours prior to its requested scheduled time, the business office shall not unreasonably withhold permission for use.

4-2-2 The Association shall have the right to deliver and receive materials through e-mail, fax machines and the school delivery service with the assistance of the district's technical services department when needed. The Association may also place notices, circulars, and other material relevant to the Association business on a school bulletin board designated for these and in the teacher's and classified employee mailboxes. The Association shall contemporaneously provide copies of all such materials to the building principal or the building principal's designee. Association may incur the cost of the disproportionate use of electronic printing equipment, and will reimburse the district if this occurs.

4-2-3 Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property before and after school and during the duty-free lunch period with the exception of e-mail, which may be utilized during the planning period. Building visitations by Association representatives may take place before and after school. Upon the specific request of a teacher or classified employee, representatives may consult with teacher(s) or classified employee(s) during the individual's duty-free lunch period.

4-2-4 After receiving a request for data, the District shall provide the Association with pertinent and accurate information as soon as said information becomes available to the District.

4-3 The Association shall notify in writing to the District on or before July 1, bi-annually of the individuals who hold the office of President, Vice-President, Secretary, Treasurer, and Executive Board for the Association.

4-4 The Association shall notify in writing to the District on or before October 1, of the individuals who hold the position as Building Representatives for the Association.

4-5 The Association shall notify the District of any member who has accepted a position on a District wide committee. The Association may assign up to 3 members on any existing or newly formed District-wide committee. The District shall notify the Association in a timely manner of the date, time and location of committee meetings. The District shall also provide the scope of work that the committee is being asked to address, if requested by the Association. (11/15)
4-5-1 The Association will be responsible for the notification to their members of the initial meeting date of a committee. At no time, will the appointment of these members to serve on District-wide committees, prohibit the designated representative of the District in staffing, recruiting or developing the committee in a manner necessary to complete the scope of the work that the committee will be responsible to complete. (11/15)
ARTICLE 5 - Negotiations Procedures

5-1 Initiation of Negotiations

Initiation of Negotiations: Formal negotiations regarding salary shall begin as of March 15 of each year this Agreement is in effect.

5-1-1 The first meeting of the negotiating teams shall take place no later than twenty days after March 15 of each year this Agreement is in force. The second negotiating session shall take place no later than two weeks after the first negotiating session. Subsequent negotiating meetings shall take place at least once a week until tentative agreements have been reached on all matters or until impasse has been declared by either party; provided, however, that negotiations shall terminate not later than May 15 unless the parties agree in writing to extend such termination date. Other dates may be mutually agreed upon using the IBS process. (8/2017)

5-1-2 The Board, through its designated representatives, shall meet with the representatives of the Association and shall negotiate for the purpose of reaching agreements. It shall be the duty of both parties to negotiate in a timely fashion and 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.

5-1-3 Written requests for negotiations between the Board and the Association may be submitted on existing articles and items added by mutual consent.

5-1-4 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party. The date, hour, and location of each meeting shall be established at the previous meeting. If the mutually agreed upon time is during the course of a school day, the members of the Association’s team may use Association Leave as provided in Article 7-6.

5-2 Conducting Negotiations

5-2-1 The Superintendent, or his/her designee, will make available to the Association his/her proposed detailed budget for the next fiscal year as soon as it is available. He or she shall also provide preliminary and/or supporting detailed budget data concerning the financial ability of the District to fund such matters as may be subjects of negotiations.

5-2-2 Either party may utilize the services of consultants and may call upon professional and lay representatives to assist the parties in reaching agreement in the negotiating process. Each party shall provide written notification to the
other party as to the identity of their representatives prior to the initiation of negotiations. Negotiations teams shall consist of not more than ten members per team.

5-2-3 Negotiations shall be conducted in accordance to Proposition 104, requirements of Colorado’s Open Meeting’s Law (COML). (11/15)

5-2-4 During negotiations, i.e., beginning with the written request for negotiations described in Article 5-1-1, and ending with the meeting described in Article 5-4-4, public statements or releases thereto shall be made only as agreed to jointly.

5-2-5 Tentative agreements reached during negotiations, including fact-finding, will be reduced to writing and will have the conditional approval of both parties. Tentative agreement on individual proposals shall be conditional upon the approval of a tentative agreement concerning all proposals. It is understood and agreed that all tentative agreements negotiated by the parties are subject to formal ratification by the members of the Association and the Board.

5-3 Adopting Agreements

5-3-1 Tentative agreements reached as a result of this negotiations procedure are first subject to ratification by the Association. Following ratification by the Association, the tentative agreements shall be subject to ratification by the Board as Board policy at an official meeting which shall take place within twenty-one (21) days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified agreement. It is understood that the provisions of Article 2-5 apply.

5-4 Mediation

5-4-1 If the negotiations have not resulted in tentative agreement on all issues, either the Board or the Association may declare an impasse and direct that the issues, which remain in dispute be submitted to mediation. In the event that the parties are unable to agree on a mediator, the Federal Mediation and Conciliation Service shall be requested to furnish a list of mediators from which the parties agree to select a mediator. The parties shall meet within seven (7) days from the mailing date of such list and cross off the names, to which they object with the party requesting mediation striking first, then the other party, etc. until one name remains. The one remaining shall act as mediator.

5-4-2 The format, dates and times for mediation will be arranged by the mediator, and such mediation shall take place in closed session.
5-4-3 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Association.

5-4-4 To the extent that tentative agreement is reached on the issues in dispute as a result of mediation, the procedures provided in Article 5-2-5 and 5-3 shall apply.

5-5 Fact Finding

5-5-1 If the negotiations and mediation have not resulted in tentative agreement on all issues, either the Board or the Association may declare an impasse and direct that the issues which remain in dispute be submitted to fact finding. In the event that the parties are unable to agree on a fact finder, then the fact finder shall be selected in the manner provided for in Article 5-4-1 above.

5-5-2 The fact finder shall have authority to hold hearings, make procedural rules, call witnesses, and to hear sworn testimony. If the fact finder requests, a certified court reporter shall take a stenographic record of the hearing and copies of the transcripts shall be provided to the fact finder, and the teams. The cost of stenographic record will be shared equally by the parties. Or, if the fact finder does not so request, either party may arrange for a certified court reporter to take a stenographic record of the evidence taken at the hearing. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of the making of the stenographic record.

5-5-3 Within fifteen days after the conclusion of such hearings, the submission of a transcript of the hearing, if any, or submission of post-hearing briefs, if any, whichever occurs last, the fact finder shall simultaneously submit a report in writing to the teams only. The report shall set forth the fact finder's findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association. However, both parties agree to give good faith consideration to the recommendations of the fact finder.

5-5-4 Within five days after receiving the report of the fact finder, the representatives of the parties shall meet to discuss the report. No releases of information shall be made to the public or press until such meetings.

5-5-5 The respective parties shall take official action on the report of the fact finder no later than fifteen days after the meeting described in Article 5-5-4 above.
5-5-6 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures provided in Article 5-2-5 and 5-3 shall apply.

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

5-5-8 The parties may agree to reverse the order of mediation and fact-finding, or the parties may agree that mediation and fact-finding shall take place simultaneously.

5-5-9 The parties agree there shall be no work stoppage during the terms of this Agreement as set forth in Article 18.
ARTICLE 6 – Grievance Procedure

6-1 PURPOSE:

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation and void of harassment and intimidation. The purpose of this procedure is to secure, at the lowest administrative level, equitable 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 level of the procedure. Nothing contained herein shall be construed as limiting the right of a teacher or classified employee having a grievance to discuss the matter informally with any member of the administration and have the grievance adjusted provided the adjustment is consistent with the terms of this agreement.

DEFINITIONS:

6-2 GRIEVANCE shall mean a complaint that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, or a policy, or practice, of the District.

6-3 An AGGRIEVED person is a teacher or classified employee or group of teachers or classified employees asserting a grievance.

6-4 A PARTY IN INTEREST is an employee who might be required to take action, or against whom action might be taken, in order to resolve a grievance.

6-5 The term DAY as used in this Article 6 shall mean any day in which the central administrative offices of the District are open for business.

6-6 Procedure

6-6-1 At all levels of this grievance procedure, the written grievance shall: briefly state the facts giving rise to the grievance, refer to the specific provisions of this Agreement, or the policy or practice of the District, alleged to have been violated; and specify the relief sought.

6-6-2 The solution of grievances with those immediately concerned shall be encouraged on an informal basis. No grievance shall be considered valid unless it shall have been presented at the appropriate level within fifteen (15) school days after the aggrieved person knew, or reasonably should have known, of the act or condition on which the grievance is based and, if not so presented, the grievance will be considered waived.
6-6-3 It is important that grievances be processed as rapidly as possible. The time limits may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

6-6-4 The Board and the Association agree to make available to the aggrieved party and their designated representatives 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.

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

6-6-6 Except as otherwise provided in Article 6-7 below, decisions rendered at Levels One and Two of the grievance procedure shall be in writing, setting forth the decisions and the reasons therefore and shall be transmitted to the aggrieved.

6-6-7 All written and printed matter dealing with the processing of a grievance shall be filed separately from the central office personnel files of the aggrieved.

6-6-8 Grievance forms shall be jointly prepared and distributed by the Administration and the Association. Printing costs shall be shared equally between the District and the Association.

6-7 Informal Meeting

6-7-1 An informal meeting shall take place within ten (10) school days of the time the employee knew, or reasonably should have known of the act or condition on which the issue is based. (Reference Article 6-11-1 for Representation)

6-7-2 The aggrieved person and the principal/supervisor may meet to discuss the issue with the objective of resolving the matter informally. Within five (5) school days after such discussion, the principal/supervisor shall render an oral decision to the aggrieved.

6-8 Level One

6-8-1 If the issue is not resolved within five (5) days of the oral decision, the aggrieved may file the grievance in writing with the appropriate principal/supervisor.
6-8-2 The interest based strategies (IBS) process shall be used to resolve the matter at level one with trained in-district or association facilitator(s) mutually selected by both parties. A meeting shall be scheduled to facilitate the issue(s) in dispute within eight (8) school days.

6-8-3 If the issues in dispute are resolved at the end of the IBS or grievance process, the agreement shall be reduced to writing and signed by both parties.

6-8-4 If the issues in dispute are not resolved at the end of the IBS process the aggrieved may appeal the grievance to the association within five (5) school days.

6-9 Level Two

6-9-1 If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL ONE, or if no decision has been rendered at the conclusion of LEVEL ONE within eight (8) days after the IBS process occurred, the Association may file the grievance in writing with the Superintendent or his designee within eight days.

6-9-2 The Superintendent or his designee will represent the Administration at LEVEL TWO of the grievance procedure. The Superintendent or his designee will meet with the aggrieved person and the aggrieved person’s representative in an effort to resolve the grievance. Such meeting will take place within eight (8) days after receipt of the written grievance by the Superintendent or his designee.

6-10 Level Three

6-10-1 If the aggrieved is not satisfied with the disposition of the grievance at LEVEL TWO, or if no decision has been rendered within eight (8) days after the Superintendent or his designee has heard the grievance, the aggrieved may, within eight (8) additional school days thereafter request in writing that the Association submit the grievance to arbitration. If the Association deems the grievance meritorious the Association may demand arbitration of the matter, by giving the District written notice within fifteen (15) school days after the LEVEL TWO hearing was concluded.

6-10-2 The arbitrator shall be selected in the same manner as a mediator is selected utilizing the American Arbitration Association (AAA) pursuant to Section 5-4-1 of this Agreement.

6-10-3 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.

6-10-4 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.
6-10-5 The arbitrator shall not have the power to add to, subtract from, or modify any terms of this Agreement or terms of applicable Board Policy, nor shall the arbitrator have the power to decide any issues other than violation, misinterpretation, or inequitable application of this Agreement, or a policy, or practice, of the District. The arbitrator’s report shall be submitted in writing to the Board and the Association only, and shall set forth his findings of fact, reasoning’s, conclusions, and awards on the issues submitted. The arbitrator’s award shall be consistent with the law and with the terms of this Agreement, and shall be advisory only.

6-10-6 Expenses for the services of the arbitrator, including per diem expense, actual and necessary travel expenses, and subsistence, shall be shared equally by both parties.

6-10-7 The Board shall take official action on the recommendations 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.

6-11 Representation

6-11-1 A teacher or classified employee, presenting a grievance may be accompanied by a teacher or classified employee representative who may participate with the aggrieved employee in all steps of the grievance procedure. If the teacher or classified employee is going to have a representative at the meeting, the teacher or classified employee shall notify the principal/supervisor prior to the meeting. The principal/supervisor may also designate one (1) person to be present and also to participate.

6-12 Miscellaneous

6-12-1 Attendance at Meetings During School Day: When it is necessary at LEVEL TWO AND LEVEL THREE for a representative or representatives, designated by the aggrieved, to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent’s office shall so notify the principal/supervisor of such representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6-12-2 Group Grievance or Grievance: If a grievance affects a group of teachers or classified employees from different schools, the group or their selected representatives may submit such grievances directly to the Superintendent, or his designee, and the processing of any such grievances shall commence at LEVEL TWO: provided, however, that a copy of such grievance shall be provided to the building principal/supervisor affected simultaneously with submission to the Superintendent or his designee.
6-12-3 **Arbitrability**: If, at any time, either party challenges the arbitrability of any alleged grievance under the terms of this Agreement, such challenge shall be determined under this grievance procedure.
ARTICLE 7 – Leaves of Absence

The Family and Medical Leave Act

The district will follow the current Family and Medical Leave Act as it applies to employees who meet the qualifications of the Act. For medical or family conditions which require the employee to miss work on a regular or intermittent basis, employees are required to contact the Department of Personnel Services to determine if the time off from work qualifies under the Family and Medical Leave Act of 1993.

Certified leave packets that cover requests for FMLA leave are available on the District web site or in the Department of Personnel Services.

Sick Leave Reference ---------FMLA
Family Leave Reference---------FMLA
Medical Leave Reference--------FMLA

7-1 Annual Leave

7-1-1 All full-time teachers shall accrue leave with full pay for twelve (12) school days each year. All half-time teachers shall accrue leave with full pay for twelve (12) half days each year. There shall be no limit on the number of annual leave days which a teacher may accumulate.

7-1-1.1 Beginning in September, each 10 month classified employee shall receive annual leave with full pay for eleven (11) days each year and each 11 month classified employee shall receive annual leave with full pay for twelve (12) workdays each year. There shall be no limit on the number of excused leave days, which any employee may accumulate. As of 9-1-98 all accumulated sick leave shall be converted to annual leave and accumulated as such thereafter.

7-1-2.1 Classified employees that are working 12 months and have a 12-month contract will receive (13) annual leave days.

7-1-2.2 Any classified employee with a balance of two (2) or fewer days at the end of the contract year will receive four (4) annual days at the beginning of the following contract year plus any remaining balance from the year prior. Remaining leave will accumulate at the monthly rate. Special circumstances will be considered by the Association and District leadership.

7-1-2 All teachers and classified employees who have not used any annual leave during the current contract year will be eligible to receive a lump sum payment at 75% of the employee’s, per diem rate for two (2) days, to be received on the July check for the June pay
period. In order to receive this payment, teachers and classified employees who qualify must submit a letter of request to the payroll department by June 15 of each year. (01/07) (4/27/17)

7-1-2.1 Borrowing from the Board of Education - A teacher or classified employee may obtain not more than thirty (30) additional days by applying to the Board of Education to borrow annual leave, which would accrue during subsequent school years. A teacher or classified employee who has borrowed annual leave may pay the District back in kind or in a cash settlement. If a teacher or classified employee chooses, a cash settlement, the days will be paid back at the daily pay rate at which they were borrowed. Medical documentation is required.

7-1-3 If the teacher’s and classified employee’s effective date of employment is after the beginning of the current school year or if the teacher or classified employee is employed less than full-time, annual leave shall be apportioned on a pro-rata basis.

7-1-4 Annual leave may be used for the personal illness or disability of the teacher or classified employee or for the illness, disability or death of a member of the teacher’s or classified employee’s “immediate family”, i.e., the teacher’s or classified employee’s mother, father, brothers, sisters, spouse, children, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, or any person living in the teacher’s or classified employee’s home, or to fulfill personal business.

7-1-5 Unless otherwise provided in this Article 7, the specific procedure outlining the times for calling off and calling on shall be set by the building principal, employee’s supervisor or the employee’s manager.

7-1-6 If there is a reasonable concern regarding a teacher’s or classified employee’s illness, the Superintendent, or Superintendent’s designee, may require that the teacher or classified employee furnish a physician’s certification of cause and duration of the illness.

7-1-7 The District shall have the right for cause, at its expense, to require physical or psychiatric examination of a teacher or classified employee at any time by a physician selected by the District.

7-1-8 After a teacher has exhausted accumulated or borrowed annual leave; absences shall be deducted at the rate of 1/164 of such teacher’s annual salary for such day of absence.

7-1-9 A teacher with ten (10) years of continuous full-time teaching experience in District 70, who retires, resigns in good standing, or dies prior to taking accumulated annual leave, shall receive a payment equal to 50% of employee’s, per diem rate, times their number of accumulated annual leave days (not to exceed their contracted number of days). This benefit will be paid within thirty (30) days of the departure of the teacher from District 70. (11/15) (4/27/2017)
7-1-9.1 Any classified employee with ten (10) years of consecutive service to the district who retires, resigns in good standing, or dies prior to taking accrued annual leave will be paid, in the following month’s regular payroll, at the rate of seventy-five percent (75%) of their most recent hourly wage, for the unused annual leave accumulated at the time of separation, not to exceed one hundred twenty (120) days. (7/2017)

7-1-10 Except in emergency situations, annual leave shall not be taken on the last day before or the first day after a holiday, the first or last day of the teacher contract year or period of school intermission or during mandated Testing (specific to individual building). Professional development will not be scheduled during any of the aforementioned days.

7-1-10.1 If an employee uses annual leave during the above-noted (7-1-10) restricted leave days, 1.5 days will be deducted from the employee. If the employee provides documentation, within 20 calendar days, to support the approved emergency leave, .5 of the 1.5 deducted days, will be restored back to the employee. (7/2017)

7-1-10.2 Clarification of restricted dates:
- First and Last Day of School for teachers
- Calendar Defined Transition Day for 6th and 9th grade (does not apply to Preschool Employees)
- Calendar Defined All Students Begin/End (does not apply to preschool employees)
- First Day of Preschool (applies only to preschool employees)
- Day Before and After Labor Day
- Day Before and After Thanksgiving Break
- Day Before and After Christmas Break
- Day before and after Spring Break
- Day before and after Memorial Day
- Specific state mandated testing days per school (7/2017)

7-1-10.3 A committee to approve the .5 deduction reinstatement shall be formed. This committee shall consist of The Director of Human Resources, the Association President, two principals, one classified employee, one preschool employee, and two teachers. (7/27)

7-2 Injury Leave

7-2-1 Teachers or classified employees temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and incurred in the course of their employment by the District, and not as a result of their own negligence, shall be granted personal injury leave of up to 10 days with full pay less the amount of Workers' Compensation payment benefit or awards made for temporary disabilities due to said injury. No part of such leave will be charged against the teacher's or classified employee sick leave. (2011)
7-2-2 The District and/or the District’s carrier shall be subrogated to the claims of such teacher or classified employee against any third person or persons for the amount of benefits paid by the District.

7-2-3 If a teacher or classified employee incurs a personal injury arising out of and incurred in the course of such teacher’s or classified employee’s employment by the District which is compensated by no-fault insurance for the first three (3) days of such injury, and for which the District’s Workers’ Compensation Insurance carrier makes no payments, the teacher or classified employee shall not be granted personal injury leave for those three (3) days unless the teacher or classified employee assigns any such payment to the District.

7-3 Academic Leave

7-3-1 Academic leave may be granted to non-probationary teachers of the District for the purpose of continuing their education. Academic leave is granted for one school year renewable, upon application and approval by the Board, for a second school year.

7-3-2 Academic leave shall be granted without salary or fringe benefits. During the leave, the teacher or classified employee shall be required to carry a minimum of twelve (12) semester hours of credit each semester (fall, spring) at an accredited college or university. The teacher or classified employee shall retain non-probationary rights. The teacher, upon return to active employment, shall be assigned to a teaching position for which the teacher is qualified. The classified employee, upon return to active employment, shall return to their previous duties until such time that a job vacancy is posted and for which they are qualified to apply for.

7-3-3 Application for academic leave shall be filed with the Superintendent or his designee not later than March 15 preceding the school year the leave is requested to become effective. The teacher or classified employee shall file a written Notice of Intention to Return to Work with the Superintendent or his designee on or before March 15 preceding the school year at the beginning of which the teacher or classified employee requests to return to work. In the event that the teacher or classified employee elects to mail such Notice, it shall be postmarked on or before March 15. Failure to file such Notice shall be deemed a resignation by such teacher or classified employee from employment by the District.

7-3-4 A teacher or classified employee returning from academic leave shall submit a written report to the Superintendent or his designee, containing transcripts of all college or university work completed while on such leave and any other information concerning such leave as the Associate Superintendent may determine to be appropriate.
7-3-5 Academic leave may be granted to non-probationary classified employees of the district for the purpose of completing their BA degree in the field of education. Academic leave is granted for one school year renewable, upon application and approval by the board, for a second school year.

7-3-5.1 A non-probationary classified employee may request of the Board of Education to convert accumulated personal annual leave to classified academic leave for the single, limited purpose of completing a required student teaching assignment. The Board, at its discretion, may grant or deny the request. Any days that are allowed to be converted shall be used for the sole purpose of completing a required student teaching assignment. Only accumulated personal leave days may be converted. No days donated or borrowed may be converted. The leave shall be limited in time to that required to complete the student teaching assignment. Any days of the leave that exceed the days of accumulated personal annual leave that is converted will be without pay.

7-4 Sabbatical Leave

7-4-1 Sabbatical leave for study is a leave granted for the purpose of improving instruction in the District. Sabbatical leave may be granted for one (1) school year to regularly assigned full-time teachers who have completed six full years of uninterrupted and satisfactory service with the District at the time the leave commences. In accepting a sabbatical leave, the teacher shall agree to abide by all conditions governing the granting of the leave. No more than two teachers shall be granted sabbatical leave in any school year.

7-4-2 A teacher granted sabbatical leave shall be paid an amount equal to one-half of the teacher’s regular full-time active salary (not including extra assignment pay) for the period of the leave, and payment shall be made on the usual monthly basis. A teacher on sabbatical leave shall receive, on a one-half pro-rata basis, any regularly scheduled salary increases granted teachers in active service and shall also be subject to any general salary reductions, which may be affected. The teacher shall retain non-probationary rights and shall be eligible for all fringe benefits granted by the District on a pro-rata basis of one-half the teacher’s regular active service benefits, except for the health insurance plan, which shall be the current amount of the District contribution. The teacher, upon return from leave, shall be given full experience credit for the period of time spent on a sabbatical leave, and shall be assigned to a teaching position for which the teacher is qualified.

7-4-3 Time spent on sabbatical leave shall be counted as “active years of employment” in determination of retirement benefits. The salary actually paid for such time shall be used in determining retirement benefits.

7-4-4 Application for sabbatical leave shall be filed in the Office of the Superintendent not later than February 15 prior to the school year in which the requested leave is to become effective. In addition to any other information, which may be required, the teacher shall
submit the program of study the teacher plans to carry out. Furthermore, the teacher must agree to maintain a full-time academic program which shall consist of carrying a minimum of twelve (12) graduate semester hour’s credit in an accredited college or university during each semester the teacher is on leave.

7-4-5 Teachers granted a sabbatical leave shall be required, upon completion of such leave, to return to active service in the District for a period of at least two (2) years. Prior to commencement of sabbatical leave, the teacher shall sign appropriate documents to ensure repayment to the District of the salary and fringe benefits paid to the teacher during the sabbatical leave in the event the teacher fails to complete two (2) years of employment in the District following such leave.

7-4-6 A sabbatical leave committee shall be appointed by the Assistant Superintendent to consider and study the qualifications of the candidates and make recommendations to the Superintendent or his designee.

7-4-7 A teacher shall be permitted to accept fellowships or other grants-in-aid while on sabbatical leave.

7-4-8 A teacher returning from sabbatical leave shall submit a written report to the Superintendent or his designee containing transcripts of all college or university work completed while on leave.

7-5 Professional Leave

Professional leave may be granted to teachers or classified employee to attend workshops, conferences, and professional activities designed to improve teaching competence. Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary, expenses such as actual mileage at the rate determined by the Board of Education, lodging and meals (or per diem), registration fees, parking, and gratuities may be approved. Whenever possible, all requests for such leave shall be submitted in writing to the Superintendent or his designee via the building principal at least ten (10) days prior to the day on which such leave is requested.

7-5-1 When the District has an employee or administrative position they intend to fill and interview applicants for, teachers and support staff will volunteer to be on an interview team. Interview teams are voluntary and will not be paid additional compensation for hours worked above regular hours. Employees will not be docked pay or use annual leave for participation on the interview committee. Employees should record leave as Professional Leave when participation on the interview committee during the employees work day.

7-6 Association Leave

Eighty-four (84) days of Association Leave per school year may be granted to teachers/classified employees to permit them to conduct association business and to attend conferences or conventions sponsored by the Colorado Education Association or the National Education Association or for the purposes described in Article 5-1-4 at no charge to the
Association. No more than seven (7) teachers or classified employees may use Association leave on any school day. Association leave will be charged for time in negotiations; however, Association leave time will not be charged for time spent in mediation or fact-finding. If the IBS negotiation process is utilized, Association leave will not be charged for negotiations. All requests for such leave shall be submitted to the building principal/supervisors and reported on the weekly principal report. 5/10

7-6-1 The Association President shall notify the district in writing by May 1 of each year, of his/her intention to be released from classroom duties during the contract year to conduct Association business. The salary will be paid by the Association for the release time with all other benefits and PERA paid by the District. The Association President shall be guaranteed their current position and current school upon return from the leave, provided, that the District is notified in writing of the President’s intent to return not later than May 1.

7-6-2 If the President is unable to fulfill his or her duties, as President, for more than one (1) week due to unforeseen circumstances, the Association will collaborate with the Superintendent or a designee as to how the Vice-President will continue the duties of the President. 6/22/10

7-6-3 The Association President shall receive the annual leave pursuant to the position normally held. The Association President shall notify the Payroll department in the event of the use of an annual day. (8/2017)

7-7 Civic Duty Leave

Civic duty leave with pay will be granted to any teacher or classified employee summoned for jury duty; not a party to such action, subpoenaed as a witness in a civil or criminal action; or, any teacher or classified employee ordered by competent legal authority to appear at a legal proceeding in connection with the teacher’s or classified employee’s performance of duties as an employee of the District; on the condition that the teacher remit all fees or compensation for such service, except mileage, to the District.

7-8 Family Leave

Non-probationary teachers and classified employees may be granted a leave of absence without pay by the District for family leave. Probationary teachers or classified employees may also be granted family leave without pay with the approval of the District. Family leave is subject to the following conditions:

7-8-1 A written request for such leave shall be submitted to the Superintendent or his designee at least thirty (30) days prior to the date on which a teacher or classified
employee desires to commence such leave; provided, however, that when a teacher or classified employee desires such leave to commence at the time an infant is placed for adoption, such teacher or classified employee shall submit a written request to the Superintendent or his designee, with a copy to the principal or supervisor, within ten calendar days of receipt of notification of acceptance by the adoption agency. Individuals requesting family leave with pay for more than six (6) weeks may be required to provide medical documentation.

7-8-2 Such leave shall commence upon the termination of the teacher’s or classified employee temporary disability resulting from pregnancy, childbirth, or related medical condition, or, in the case of adoption, when the infant is placed for adoption with the teacher or classified employee. If such leave commences during the first semester, it shall terminate at the beginning of the next school year; and if such leave commences during the second semester or summer, it shall, at the option of the teacher or classified employee, terminate at the beginning of the first or second school year thereafter; provided, however, that a teacher or classified employee may submit a written request to return from such leave at an earlier date if approved by the District. The teacher or classified employee shall file a written Notice of Intention to Return to Work with the Superintendent or his designee on or before March 15 preceding the school year at the beginning of which the teacher or classified employee requests to return to work. In the event that the teacher or classified employee elects to mail such Notice it shall be postmarked on or before March 15. Failure to file such Notice shall be deemed a resignation by such teacher or classified employee from employment by the District. If the leave commences between February 16 and the following August 25, and the anticipated duration of the leave is for the balance of the second semester and summer, the teacher or classified employee shall, as part of the application for such leave, give Notice of Intention to Return to Work at the beginning of the following school year.

7-8-3 Upon return from family leave, the teacher or classified employee shall be assigned to a teaching position or classified employee position for which the teacher or classified employee is qualified.

7-8-4 Teachers or classified employees granted family leave for a period of more than ninety (90) school days shall not make advancements on the salary schedule during the duration of the leave. A teacher or classified employee granted such leave may continue to receive all fringe benefits at the expense of the teacher or classified employee.

7-8-5 Unless the necessity for family leave is dire and can be deemed catastrophic by the Board of Education, family leave will not be granted past a two year period. If leave begins in the middle of a school year, two full school years can be granted by the Board in addition to any partial year. Any request beyond the two-year requirement will be made in writing by March 15, and the Board can request any needed information to reaffirm the catastrophic nature of the request.
7-8-6 The period of such leave shall not be considered to be an interruption of the continuous employment required by statute for the retention of non-probationary status.

7-9 Medical Leave

7-9-1 Non-probationary teachers or classified employees who are medically disabled and unable to continue work, and who have exhausted their accumulated annual leave or desire not to use such accumulated annual leave, may be granted a medical leave of absence without pay.

7-9-1.1 A teacher or classified employee receiving short term disability income benefits from PERA may, subject to PERA regulations, at the teacher's or classified employee's discretion, elect to use forty percent (40%) of an accumulated annual leave day for each day during the term of the disability. A teacher or classified employee medically released to return to the District will be assigned pursuant to Article 7-9-3.

7-9-2 If such leave commences during the first semester, it shall terminate at the beginning of the next school year; and if such leave commences during the second semester or summer, it shall, at the option of the teacher or classified employee, terminate at the beginning of the first or second school year thereafter; provided, however, that a teacher or classified employee may submit a written request to return from such leave at an earlier date if approved by the District. The teacher or classified employee shall file a written Notice of Intention to Return to Work with the Superintendent or his designee on or before March 15 preceding the school year at the beginning of which the teacher or classified employee requests to return to work. In the event that the teacher or classified employee elects to mail such Notice it shall be postmarked on or before March 15. Failure to file such Notice shall be deemed a resignation by such teacher or classified employee from employment by the District. If the leave commences between March 16 and the following August 25, and the anticipated duration of the leave is for the balance of the second semester and the summer, the teacher or classified employee shall, as part of the application for leave, give Notice of Intention to Return to Work at the beginning of the following school year.

7-9-3 Upon return from such leave, the teacher or classified employee shall be assigned to a teaching position or classified employee position for which the teacher or classified employee is qualified; provided, however, that if the duration of such leave and, if used, annual leave (or any combination of such leaves) is sixty (60) or fewer school days, the teacher or classified employee shall be reassigned to the teacher's or classified employee's former position.

7-9-4 Teachers or classified employees granted medical leave for a period of more than ninety (90) school days shall not make advancements on the salary schedule during the duration of the leave. A teacher or classified employee granted such leave may
continue to receive all fringe benefits at the expense of the teacher or classified employee.

7-9-5 The period of medical leave shall not be considered to be an interruption of the continuous employment required for the retention of non-probationary status.

7-10 Sick Leave Bank

Establishing the Sick Leave Bank:

County School District 70 will contribute three hundred (300) start-up days. In addition, each member of the Sick Leave Bank in Pueblo County School District 70 will have one annual leave day deducted from their annual leave allocation which will be deposited in this bank. All District 70 full time employees are eligible to participate in the sick bank. (2014)

7-10-1 Only employees contributing to the Sick Leave Bank will be eligible to request days from the Sick Leave Bank.

7-10-2 Effective beginning with the 2006-2007 school year, at the establishment of the Bank, an employee will have the option to voluntarily give one annual leave day their first pay period of the school year. Employees will complete a form to opt in or opt out between August 1st and September 5th of each school year.

7-10-2-1 Any time the sick leave bank drops below, four hundred and fifty (450) days one (1) additional day will be taken from employees who participate in the sick leave bank. At that time, current members will have the option to withdraw their membership from the bank.

7-10-3 New employees to the District including those on Intent to Non-Renew contracts and terminal contracts can contribute a day to the sick leave bank their first pay period of the school year in order to be a participant in the sick leave bank.

7-10-4 A Committee will be established to act as the governing body for the administration of the Sick Leave Bank. Said Committee shall consist of two members of the bargaining unit of Pueblo County Education Association (PCEA) named by PCEA, one building level administrator, named by the Superintendent, and one Central Office administrator named by the Superintendent.

7-10-4-1 The Committee will hold regular monthly meetings. They may meet more often as the need arises. The following information shall be provided by the applicant at the meeting:

- Reasons for which the Sick Leave Bank days or continuing use of the Sick Leave Bank days will be needed;
- Physician's certification of illness as proof of need on the physician's letterhead;
- Anticipated duration (if possible) of need from the Sick Leave Bank;
- Other sources of applicant’s employment;
• Other disability insurance coverage if applicable;
• Applications for days from the Sick Leave Bank can be obtained from the office of the Director of Personnel Services;
• Current status of the applicant’s leave days will be provided as well as the number of days requested;
• Permission to Release Information Form

7-10-4-2 The Sick Bank Committee shall notify, in writing, the employee requesting the days no later than three workdays following the Sick Bank Leave Committee meeting regarding their decision. All discussion and votes by the committee will be confidential.

7-10-4-3 Nothing in these procedures shall preclude the right of the Sick Bank Committee to extend the days specified in the procedures. Such an extension must be by unanimous vote of the committee.

7-10-4-4 All decisions made by the committee will be final.

7-10-5 Conditions for Use:

7-10-5-1 Employees must use all accumulated leave before they are eligible for sick leave bank benefits.

7-10-5-2 Sick leave can be withdrawn from the bank for personal medical needs, death or illness of a family member. Normal pregnancy and delivery are not considered an illness.

7-10-5-2.1 For the purposes of the Sick Leave Bank, a family member is defined as a spouse, parent, child, any person permanently living in the person’s home, or other who is eligible at the discretion of the Committee.

7-10-5-2.2 As of the 2015/2016 school year, the district will donate one additional annual leave day, per employee, directly to the sick bank. For the 2015-2016 school year, all employees will be granted a courtesy membership to the sick bank, until the balance of the sick bank fall below 450 days. Upon depletion of the bank to a 450-day balance, all employees who choose to continue membership, must complete the required paperwork and donate one (1) day to the sick bank. Employees not wanting to continue membership, or those who fail to complete the required paperwork, will be removed from the sick bank list. (Sick Leave Bank Contribution MOU 2015/16)

7-10-5-3 Members may draw up to a maximum of 20 (twenty) days per illness with a maximum of 40 (forty) days during any school year.

7-10-5-4 Incapacitating injury shall be considered the same as illness. The employee shall not make a profit from other forms of income (i.e.: Worker's
Compensation). Further, any employee drawing from the Sick Leave Bank shall not be gainfully employed at any other forms of employment. Those individuals on a transitional contract are not eligible to participate in or draw from the Sick Leave Bank.

7-10-5-5 Requests for Sick Leave Bank days must be submitted to the Director of Personnel Services who shall forward the request to the Sick Leave Bank Committee for consideration. (Form available in the Personnel Services Department).

7-10-5-6 Nothing in these procedures shall prohibit the Sick Leave Bank Committee from investigating an application for sick leave days before the granting of said days, or during or after the period in which the employee is drawing from the Bank. If the Committee determines that said application or usage may be of an unjustifiable or questionable nature, then the Committee may require the applicant to undergo examination by a third physician. The applicant may be asked to select a physician other than his/her choosing from a list of doctors provided by the Committee. The cost of the examination shall be paid by the District. The Committee may reject an application, cease granting of sick days and/or require reimbursement for days granted. In any such case, specific reasons for rejection and/or cancellation shall be given.

7-10-6 In all cases, unless stated to the contrary, decisions of the Committee shall be made by a simple majority.

7-10-7 The Negotiated Agreement procedures regarding the use of the Sick Leave Bank will be reviewed annually by the Committee and recommendations for changes in language will be brought to the Negotiations Team.

7-11 Catastrophic Leave

A teacher, who needs catastrophic leave, may apply to the Association in writing for up to an additional 30 days, leave. All other leave must be exhausted; including up to 40 sick bank days, if they are a participating member of the Employee's Sick Leave Bank. Application may be made prior to exhaustion of available leave (annual days and/or sick leave bank days, if participating). Medical verification must accompany the application. The executive committee of PCEA will review the request; inform the applicant of their decision, and the next steps in the process. Upon PCEA approval, a recommendation will be made to the BOE by the Administration.

Process:
1. Medical verification
2. Apply to PCEA Executive Committee
3. Obtain Donors
4. Submit to Administration for approval (4/07)
7-12 Family Medical Leave Act (FMLA)

7-12-1 The District will follow the current Family Medical Leave Act as it applies to employees who meet the qualifications of the act.

7-12-2 The purpose of the Act is to allow eligible employees to take up to 12 weeks of unpaid leave in any 12-month period to:

- Care for the employee’s child after birth or placement for adoption or foster care;
- Care for the employee’s spouse, parent, or child who has a serious health condition;
- Recover from a serious health condition, which affects the employee’s ability to do his/her work.

7-12-3 If both spouses are employed by the District and are eligible employees under the FMLA, each shall be individually entitled to all FMLA leave rights.

7-12-4 The calculation of the leave year (12-month period) shall be a 12-month period measured forward from the first date leave is used by the employee.

7-12-5 In instances where an employee’s leave, for reasons which qualify under the FMLA, is reasonably foreseeable, the employee shall give at least 20 days’ notice of intent to take FMLA leave. In emergency situations, where the employee could not have reasonably anticipated the need for leave; the employee shall notify the employer as soon as possible.

7-12-6 While an employee is on an FMLA leave, the employer shall maintain the same coverage under its group health plan. If the employee is normally required to pay part of the premium, he/she shall continue to do so.

7-12-7 If an employee wishes to utilize intermittent or recurring FMLA leave for the purpose of receiving medical treatment, the District may request that the employee transfer on a temporary basis to a position, which better accommodates such recurring periods of leave. If the employee accepts the transfer, he/she shall maintain the same salary and benefits he/she enjoyed before the transfer.

7-12-7.1 The District may require that the employee take leave for a different period of time, for a specific period of time, or at a specific time, if the employee and the employee’s health care provider consent.

7-12-7.2 The District shall not require an employee to remain out of work on involuntary leave solely because the employee’s return to work would fall within 3 weeks of the end of the academic term.

7-12-8 If the District requests verification by a health care provider of an employee’s need for personal medical leave or medical leave for a family member under the FMLA, the District shall do so in writing and shall attach a copy of the U. S. Department of Labor’s form WH-380 for the employee. The employee shall return the completed form to the
District within 15 days after the date he/she received the District’s written request for verification. The requirements for verification of the employee’s continuing need for FMLA leave shall be the same as those set forth in this Agreement for employees on non-FMLA qualifying leaves. The requirements for certification of the employee’s ability to return to work shall be the same as those set forth in the Agreement for employees returning from other paid or unpaid leave.

7-12-9 An employee who has accumulated annual, or vacation days under this Agreement may elect to substitute such days for any qualified FMLA leave days.

7-12-10 Reinstatement of an employee at the conclusion of FMLA leave shall be to the position held by the employee prior to the FMLA leave unless the position has been eliminated. If the position has been eliminated, the District shall place the employee in a comparable position at the same worksite and, if none is available, in another position in the District. The position shall be equivalent in salary, benefits and other terms and conditions of employment.
ARTICLE 8 - Contract Year and Hours

8-1 The contract work year for teachers shall be one hundred sixty-four (164) days. Not less than four (4) of the days shall be teacher workdays. Workdays can be taken in half-day increments. Any building staff development will be planned with the building administrator and the building staff. Teachers new to the District shall be required to attend a 5-day orientation. (6/11)

8-1-1 Teachers whose assignments begin before the contract work year or whose assignments extend beyond the contract work year, shall be paid for such days at the teacher’s, per diem rate.

8-2 The normal duty day for teachers assigned to the District’s elementary and secondary school shall be eight (8) hours (not including a duty free 30-minute lunch). Non-student contact duty days shall be seven and one-half (7.5) hours (not including lunch) for all teachers. Principals shall ensure that the length of duty day indicated above is established and maintained in each school. (11/15)

8-2-1 Work or in-service days can be taken in no less than four (4) hour increments with two (2) increments equaling one (1) full work/in-service day.

8-2-2 Professional Development days/work days/non-student contact days shall be 7.5 hours excluding lunch.

8-3 In addition, the principal may require teachers to attend a reasonable number of evening activities such as open houses and parent meetings. When possible, such meetings and activities shall be scheduled during the normal duty day. Staff and curriculum related meetings, including RTI, and PLC’s shall be twice monthly, as needed, on the first (1st) and third (3rd) Wednesday of each month for a maximum of forty-five (45) minutes, per meeting, not extending beyond 4:30 p.m. on those meeting days. Other meetings may be required, by the district, to address safety and emergency needs of the building. (11/15)

8-3.1 All certified duty day time before and after student contact, shall be teacher directed three (3) days per week and may be building administrator directed one (1) day per week. (11/15)

8-3.2 Schedule Day will be as follows:

Secondary Day
7:15 a.m.- 3:45 p.m. Teacher Duty Day
7:30 a.m. – 3:30 p.m. Student Day

Elementary Day
7:15 a.m.- 3:45 p.m. Teacher Duty Day
7:45 a.m. – 3:00 p.m. Student Day (11/15)

8-3.3 All District 70 schools may hold professional office hours for grades four (4) through twelve (12). One day a week will be designated for the parent/teacher conferences
and that day will be extended by 15 minutes for conferences only and no other reason. (11/15)

Teachers will be available for scheduled appointments after school as requested by parents and for conferences. Teachers will notify their student and their parents/guardians of their professional office hours for the purpose of meeting with parents and students. (11/15)

8-4 Half-time Teachers

Half time teachers shall fulfill the responsibilities and duties of full-time teachers i.e., all staff development, conferences, in-services, bodies of evidence, ILP testing, and grading.

8-4-1 Half-time teachers will be compensated with full-time insurance benefits.

8-4-2 Half time at the Elementary level is an average of 4.5 hours per day including preparation time. (11/15)

8-4-3 Half time at the Secondary level is an average of 4.5 hours per day including preparation time.

8-4-4 Half-time teachers shall be compensated $25.00 per hour for teaching beyond their contracted time (See 9-2)

8-5 Employees not continuously employed by District 70 for a twelve (12) month period should receive a Notice of Reemployment by the District during the month of July of each year. Such Notice shall include number of months and/or days the employment year.

8-5-1 The contract work year for the following employee classifications shall be as follows: Maintenance, Warehouse, Custodial, Garage Mechanics, and 12-month Secretaries shall work 260 days; 10-month Secretaries 200 days; 11-month Secretaries 225 days; Instructional Aides, Security Guards, Library Technicians, Nurse Assistance, CDHS Qualified Pre-School Directors and Paraprofessionals shall work the student contact year with four (4) additional staff development days. (6/06)

8-5-1.1 Food Service Managers will work 36 hours a week, and Food Service assistant managers will work up to 34 hours a week. Enterprise self-funding activities may add additional hours and days.

8-5-1.2 Preschool CDHS Qualified Pre-school Director shall follow all state guidelines for hours of work.

8-5-2 Classified Library Technicians hours can fluctuate 7.5 to 9.0 hours in a workday. For schools that have an enrollment of 165 or fewer students, the work hours for Library Technicians may have hours that fluctuate from 4 to 9 hours in a work day. Two (2) of the work days shall be used prior to or after school to work in
the media centers at schools. Each Library Technician shall get approval for the work schedule with the principal prior to the beginning of the school year. (6/08)

8-5-3 All Paraprofessional and Aides assigned to Exceptional Student Services Programs (hired after July 1, 2000) will have hours that fluctuate from (4 per TA 4/29/14 to 9) hours per day. The parties agree that the hours may increase or decrease depending upon program needs without the necessity of reposting the position. Absent an emergency or extraordinary circumstance, the hours ordinarily will not be reduced during the school year.

8-5-4 All Aides not assigned to Exceptional Student Services Programs shall work between (6 and 9) hours per day, depending on program needs.

8-5-4.1 The District Association agrees to move all Instructional Aides working in the Exceptional Student Services department into the Paraprofessional classification.

Every Paraprofessional will be multi-assigned in the District-wide Exceptional Student Services department only. All Paraprofessionals will work and assist with all Exceptional Student Services students.

The contract work year for Food Service employees shall be the student contact days only.

8-5-4.2 All Paraprofessionals and Aides (Appendix A) will participate in two (2) In-Service days before the students’ school year starts and will participate in two (2) more days of In-service training during the school year.

8-5-4.3 In the case of handling a student, where the need for toileting assistance renders physical contact necessary for the toileting assistance, at least two employees must be present at all times during said toileting procedure except in the case of extreme circumstances. (11/15)

The Professional Development may include the following areas in each specific discipline.

**Paraprofessionals**
* Catheterizing
* Head Care Issues
* Tube Feeding/Regular Feeding Issues
* Behavior Management
* CPR
* Medication Administration
* Medicaid Documentation
* First Aid
* Communication Devices

**Aides**
* Reading Support
* Multi-sensory Background
* Standards Awareness
* Math Strategies
* IEP Process Review
* Personal Hygiene
* Assessment Review
* Documentation Discussion
* Dealing With Frustrated Adults
* Crisis Intervention Procedures
8-6  Nothing in this Agreement shall require the employer to keep offices—school or administrative—open in the event of inclement weather, or when otherwise prevented by an act of God. If, due to the above conditions, a non-essential personnel employee is not required to report to their job assignment, then employee shall not suffer any loss of pay. Essential personnel shall be required to report. In the event of a District-wide closure, essential personnel will complete a regular shift and will be compensated for an additional .5 shift of pay that day due to working under extreme conditions. The regular shift may be a split shift at the discretion of the employee's supervisor. If an employee works less than their regular hours on such day, the employee will be paid for the hours worked. Essential personnel are defined in Article 1-26. Any other personnel may report if mutually agreed upon with immediate supervisor. All essential personnel unable to report refer to Article 7-1-6. (11/15)

8-6-1  In the event of a regional closing, employees in the affected area as defined as essential personnel must report.

8-6-1.1  During cancellation of school due to inclement weather, the Superintendent or his/her designee will endeavor to call a “complete closure” on days when the conditions are deemed unsafe for any child or employee. (MOU Snow Days Safety Conditions 2015/2016)

8-6-2  Essential personnel not reporting to work will have to provide a verifiable documentation when required by the immediate Supervisor.

8-6-2.1  Essential personnel not reporting to work or not physically working the entire shift will be docked for time not worked unless twenty-four (24) hour prior approval has been agreed upon by the immediate supervisor or his/her designee.

8-6-3  In the event of a delayed start, Late Start Personnel, per Article 1-13, will work the normal shift and will be compensated for the two additional hours.

All other food service staff will report after 9:00A.M. or normal starting time and will be paid for a full shift.

All other employees will start two hours later than normal shift. (2/09)

8-7  All employees who are called back to work prior to the start of their shift will receive a minimum of one (1) hour pay.

8-7-1  In the event of a school closing, employees will be paid for the number of hours they normally work in a day.

8-8  Each work shift shall include a fifteen (15) minute first half and a fifteen (15) minute second half, rest period. Employees working less than six (6) hours per day shall receive a fifteen (15) minute rest period. (11/15)

8-9  Employees shall be granted a fifteen-minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup. (11/15)
8-10  All Educational Support Professional employees will receive training, within their contractual time, as needed. Training shall be essential to their duties and performance specific to the aspects of their job classification. District subcommittee will be appointed to determine training specifics. (MOU Educational Support Professional [ESP] Training - 2017)
ARTICLE 9 - Non-Teaching Duties

9-1 Full-time teachers shall have a duty-free lunch period of at least thirty (30) consecutive minutes each school day except when emergencies or special events make it necessary to alter the schedule. Half-time teachers receive a duty-free lunch if they work more than 75% of the day.

9-1-1 Teachers shall be permitted to leave school premises during their lunch period after notifying office personnel.

9-2 Because of their flexible schedules, counselors (hired after January 2006) will be granted a minimum of 100 minutes per week for preparation time as scheduled with the principal. All secondary teachers shall have a minimum of four (4) preparation periods per week, one per day. All elementary teachers shall have a minimum of one hundred sixty (160) minutes per week for preparation time. Each preparation period time shall consist of at least forty (40) consecutive minutes, one per day. Except under emergency circumstances or for an individual consultation with the Principal, teachers shall not be assigned duties other than planning and /or preparation. (11/15)

9-2-1 When a teacher is assigned class coverage for another teacher during their preparation period, they shall be paid at the rate of twenty-five dollars ($25.00) per hour. 8/09

9-3 Supervision of classes of absent instructors during planning periods:

9-3-1 The District shall endeavor to reduce the number of classes necessary to be filled by absent instructors to as few as possible by rescheduling buses, games or meets, or field trips.

9-3-2 The District shall endeavor to schedule the supervision of classes of absent teachers, such as coaches fulfilling a set schedule, at least one (1) week in advance.

9-3-3 The District shall endeavor to secure a list of as many qualified substitute elementary school music and physical education teachers as possible.

9-3-4 Supervision of classes of absent instructors by teachers during their planning period will occur as follows:

9-3-4.1 Assignment of volunteers

9-3-4.2 Assignment of short-term substitutes, teaching for absent teachers if such time would be the substitute’s planning period.

9-3-4.3 Assignment of others on an equitable, rotating basis.

9-4 The following Fridays, deemed “teacher work days” will be off site for grading and the grades must be completed by 3:30 p.m. on those days. The days will be as follows:
The Friday following the end of the first grading period

The Friday following the end of the second grading period

The Friday following the third grading period

9-5 All District 70 teachers will attend all District 70 Professional Development Days on the calendar designated as “District Professional Development Days”. If a teacher is not in attendance, the teacher will be required to obtain the training missed or an approved alternative on their own time. District assistance in obtaining said training will be provided. Make-up training will be completed within three months of the missed day. Documentation of the scheduling and completion of the training will be submitted to the teacher’s supervisor.

9-6 The sole purpose of Professional Learning Communities is to expand the capacity and knowledge of educators to continuously improve students learning and achievement.

Professional Learning Communities are collaborative planning and collegial relationships which focus on essential and significant student learning, promoting depth of knowledge, and 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 9-2 and other MOUs.

2. Professional Learning Communities are directed by instructional leaders and driven by teachers through shared vision and values using basic structures and realistic protocols with active, productive problem-solving surrounding improving student learning.

3. Each teacher led PLC will consist of an agenda and notes taken during the PLC meetings. Ideas and notes will be submitted back to the principal in a timely manner.

4. These meetings will not exceed the “reasonable time” agreement in Article 8-3 as it affects time outside the duty day. (MOU Professional Learning Communities PLC’s - 2017)
ARTICLE 10 - Fringe Benefits

10-1 Retirement Benefits - PERA - Each teacher/classified employee shall become a member of the Public Employees’ Retirement Association as a condition of acceptance of employment with the District. The District contributes, as an administrative cost, a percent of salaries paid to teachers. The percentage contributed is prescribed by law.

10-2 Health Insurance – Certified Staff - Effective August, 2014, the District will contribute $342.35 per month for POS single for each month worked for the monthly premiums, $474.41 per month for HMO family health insurance, $474.41 per month for POS family health insurance for each full-time certified employee who elects to be covered by the group health insurance program which is in force under a group contract with the District. (B/14)

Health Insurance Full Time Classified Employee – Effective July 1, 2008, the District will contribute $342.35 per month for POS single for each month worked for the monthly premiums, $474.41 per month for HMO family health insurance, $474.41 per month for POS family health insurance for each full-time classified employee who elects to be covered by the group health insurance program which is in force under a group contract with the District. (5/07)

Health Insurance 10 month – Classified Employee - Effective July 1, 2010, the District will contribute $372.12 per month for POS single for each month worked for the monthly premiums, $548.84 per month for HMO family health insurance, $548.84 per month for POS family health insurance for each 10-month classified employee who elects to be covered by the group health insurance program which is in force under a group contract with the District. (This includes the following: Paraprofessionals, Media Technicians, Aides, Nurse Aides, Security Guards, and Food Service (5/10)

10-2-1 Dental Insurance - Effective July 1, 2006, the District will contribute for a single employee up to $22.30 per month for the monthly premiums for single dental coverage and $22.30 for family dental coverage for each full-time certified employee and classified employee who elects to be covered by the group dental insurance which is in force under a group contract with the District. The employee will pay the balance of the premium, which is in excess of $22.30 for single coverage or $22.30 for family coverage.

10-3 Life Insurance - The District purchases a group life insurance policy in the amount of $24,000 for each full-time teacher and $12,000 for each classified employee.

10-4 Long-Term Disability, Accidental Death and Dismemberment Insurance - The employee may purchase long-term disability, accidental death and dismemberment coverage at the cost of the employee.

10-5 State Compensation - Under the provisions of statutes, the District carries state compensation insurance for teachers and classified employees injured on the job, or becoming ill as a result of the work the teacher or classified employee has done in discharging
duties. The teacher or classified employee is entitled to the benefits provided by the Workers' Compensation program. It is the responsibility of the teacher or classified employee to see that proper reports are filed with the State Workers' Insurance Department.

10-6 **Payroll Deduction Services** - Payroll deduction services are provided for teachers and classified employees of the District for United Fund contributions, annuities, hospital premiums for the adopted group health insurance plan, and credit union purposes. To be eligible for payroll deduction services, a teacher or classified employee must file authorization for payroll deduction with the District’s Payroll Office, by the 10th of each month to have the change take effect that pay period.

10-7 **End of Service Pay** - Final payment will be processed with the July check for those teachers or classified employee who have terminated their employment with the District prior to June 1 and have made such request.
ARTICLE 11 - Assignments and Vacancies

11-1 Subject to the provisions of the Agreement, full or part-time teacher assignments to buildings are made by the Superintendent or his designee, and duty assignments within the buildings are made by the building principal with the concurrence of the Superintendent or his designee. A teacher on less than full-time assignment as defined by Article 1-14 who declines an increase to a full-time assignment shall have the option of applying for any posted vacancy. However, they are not eligible to displace another less than full-time teacher.

11-2 Teachers shall be notified in writing of any change in their assignment for the following school year, including the schools to which they will be assigned, the grade and/or subject they will teach, and any special or unusual course that they will have not later than June 1. If unforeseen circumstances require a change in a teacher’s assignment after June 1, the teacher will be notified of the change as soon as practicable.

11-3 Definition of VACANCY: Vacancy shall mean any position requiring a change in personnel, either through transfers or hiring.

11-4 Any qualified teacher currently employed in the District may apply for a vacancy. The administration will determine the qualifications of applicants.

11-4-1 Written notification of any vacancy within the building will be made to the qualified teachers of that building and in-building transfers will be made prior to any vacancy being posted district-wide.

11-5 Concurrent postings shall occur for any vacancy within the District. However, qualified teachers currently employed by the District who apply shall be interviewed for the vacancy prior to reviewing or interviewing a candidate from outside the District. (See Article 11-7). Criteria for consideration are the program needs of the District and the qualification of the applicant to teach the subject based upon Colorado Department of Education requirements.

11-6 The administration shall determine the job description of the vacancy. If known, the posting shall include teaching assignment(s), building(s), and extracurricular assignment(s). All vacancies occurring during the school year will be posted on the District website: www.district70.org.

11-7 Outside applicants for vacancies shall be screened, based on program needs and the qualifications of the applicant. Teachers on Intent to Non-Renew (INR) contracts, temporary contracts, or who have been non-renewed will be considered outside applicants for vacancies after the completion of the contract work year or June 1st, whichever might occur first based on possible changes in the calendar.

11-8 Teaching vacancies occurring during the school year may be filled with a long-term substitute providing the position is posted by May 1 for the following school year.
Teaching vacancies will be posted at the Administration Building and on the District website: www.district70.org, for at least five (5) business days prior to being filled. Postings can be viewed on the District's application program, which is currently Frontline. This can be found on www.district70.org.

Teaching vacancies occurring during August and September will be posted for five (5) calendar days prior to being filled. All August and mid-year hiring's will be Intent to Non-Renew contracts unless specifically stated otherwise.

Teachers may access current information about posted vacancies on the district website: www.district70.org. Postings can be viewed on the District's application program, which is currently Frontline. This can be found on www.district70.org.

The administration shall screen qualified applicants and make final recommendations to the Board.

Qualified applicants not selected to fill a vacancy may request in writing the reasons for the decision rendered. A written request for reasons for not being recommended to fill a vacancy shall be granted by the District in a timely fashion.

The Association shall be notified of all vacancies when they occur or become known.

Involuntary transfers of employees between buildings will occur as a last resort, will be made in good faith and will not be arbitrary.

The following process will be utilized before a recommended transfer occurs:

1. Prior to an involuntary transfer occurring the teacher and principal will be required to utilize the interest based strategies process to review concerns and develop a written plan of action with a time frame to address concerns.
2. A representative from PCEA and an administrator will be a part of the IBS process.

Involuntary transfers may occur for the following reasons:

* Program Needs
* Conflicts between personnel in the building

If an acceptable resolution is not reached by the principal and teacher an involuntary transfer request will be submitted to the review committee and the following shall occur:

The review committee shall be comprised of a member of the PCEA executive board, a principal from another school, the Superintendent or his designee, the building representative and an ASC representative to be named. The committee shall consider the written concerns of both the principal and teacher. The outcome of the IBS meeting and plan of action between the teacher and the principal will also be reviewed.
The review committee shall make a decision on the recommendation for transfer. The decision of the review committee is final and may not be appealed. The decision shall be reached by consensus and will be issued within five (5) days of the meeting.

A minimum of two (2) transfer options will be made available to the affected teacher. All positions to be considered will match the teacher’s qualifications. The teacher will be given professional leave time for site visits to determine which position they would prefer.

If a teacher is to be involuntarily transferred within the same school year, the teacher must be given thirty-days (30) notice.

11-16-1 No teacher shall be involuntarily transferred into a position unless they are qualified pursuant to Colorado Department of Education requirements.

11-17 When the District determines that a transfer needs to be made to reduce the number of teachers in a building, the District will request teachers in the affected program area in the building to volunteer for the transfer. If no volunteer is available, the teacher being transferred will be selected in the manner set forth in Articles 13-5-1 through 13-5-5. The teacher selected for transfer will be given the opportunity to apply for vacancies in accordance with the provisions of Articles 11-3 through 11-6. In the event the teacher being transferred is unsuccessful in applying for such vacancy, the District will determine the placement of the teacher. The teacher may request, in writing, the reason for the transfer.

11-18 A classified vacancy shall be defined as a newly created position or a present position that is not filled.

11-19 When a vacancy within the Association bargaining unit occurs, which the District intends to fill, the District will post a notice of such online for at least ten (10) calendar days. Said notice shall contain the following information: (8/2017)

a) Type of work  
b) Location of work  
c) Starting date  
d) Rate of pay  
e) Hours to be worked  
f) Classification  
g) Qualifications, abilities and skills  
h) Whether or not passage of the District Secretarial Test is required

11-19-1 Interview Process - LEVEL ONE:

a) Personnel Services will forward a list of all employees who meet the posting deadline.  
b) The interview committee will interview all qualified employees submitted by Department of Personnel Services.  
c) The interview committee will be involved in the development of the interview questions.  
d) The same interview questions will be asked of all applicants.  
e) The interview committee will make a recommendation to Personnel Services.  
f) The interview committee will document in writing to Personnel Services within five
(5) days of the interview, the reasons for not selecting an employee. Personnel Services will review the reasons submitted by the interview committee. When the interview team determines applicants are substantially equal in qualifications, the qualified employee with the most seniority will be given the position. If the interview committee does not make a recommendation within Level One, then the following shall occur.

**Interview Process - LEVEL TWO:**

a) Personnel Services or designee will screen outside applicants to determine the top applicants for the interview committee to consider. The interview committee does not have to interview all of the candidates provided to them by Personnel Services.

b) The interview committee will ask the same questions which were asked with Level One.

c) The interview committee will make a recommendation to Personnel Services.

11-19-2 If the interview is for a classified position, a classified employee shall be on the committee. If no one volunteers, the Principal is not obligated to go outside the building. The Principal, however, will contact the building AR and notify him or her that no classified employee volunteered. When possible, the classified employee will be a member of PCEA. (2016)

11-20 Where the District has identified an employment situation which legitimately requires a change in the staffing of current employees as identified by the Superintendent or designee, and the appropriate supervisor, a vacancy for the purposes of this Article need not be declared and an administrative transfer may be effectuated pursuant to this Article 11-7 and upon the approval of the Superintendent, or designee, and the supervisor. Any administrative transfer may be effectuated pursuant to this Article 11-7 and upon the approval of the Superintendent, or designee, and the supervisor. Any administrative transfer made pursuant to this Article 11-7 shall be the exception and not the rule. Administrative transfers shall be appropriate in the following situations:

a) A personality conflict either between an affected classified employee and another classified employee or the affected classified employee and his/her supervisor where such conflict has a material and adverse effect on the District’s operations or presents a harmful situation for any classified employee.

b) Inability on the part of any classified employee to perform required work.

c) A change in District operations, which materially modifies and changes the job duties of the affected employee.

d) A lateral move to a position of the same title and classification where a vacancy exists and when such move causes a vacancy in a position of the same title and classification.

11-20-1 All administrative transfers made pursuant to this Article 11-7 shall be made after consultation with the affected classified employee and any classified employee so transferred shall have the opportunity at his/her option to place
explanatory documents in his/her personnel file pertaining to the Administrative transfer.

11-21 A supervisor, with the advance approval of the Superintendent, or designee, may identify a temporary need for the assignment of one or more employees to a position other than one, which they normally occupy. When such a circumstance is identified to the satisfaction of the Superintendent or designee, a temporary transfer may be effectuated pursuant to this Article 11-21. Temporary transfers are intended to include shortages or absence of staff due to illness, vacation, other scheduled or unscheduled temporary staff shortages or emergency situations. A temporary transfer shall not result in a vacancy for the purposes of this Article.

11-21-1 When a classified employee is temporarily assigned the duties of a higher position, for a period in excess of five (5) working days, the classified employee shall be compensated at the rate of pay at the classified employee’s current step for such higher classification or position from and after the sixth day of assignment to such position.

11-22 Once an area of study has been designated as “hard to fill” by the Board of Education, the District can grant up to 75% of the perspective candidate’s highly qualified teaching experience to be reflected on the teachers’ salary schedule. Yearly designations of “hard to fill” areas will be taken to the Board, but if unforeseen circumstances exist, an emergency declaration can be made on an immediate basis. (MOU Hard to Fill - 2017)

11-23 To be considered “highly qualified” the utilization of the Workforce Clerical Test for Pueblo County School District 70 will be an adequate replacement for the previous District 70 secretarial test. The results of the test will be published as a raw score and will not be interpreted to be a pass/fail test. Employers hiring someone in a clerical position will be able to view the score sheets prior to the final selection of a candidate. (MOU Utilizing Workforce testing for Clerical Assessment - 2017)
ARTICLE 12 - Teacher and Classified Employees Rights

12-1 Disciplinary action will be for just cause, and the following steps will occur with the exception of emergencies as defined in 1-20:

(A) Oral Warnings - in writing at the building level
(B) Written warning, letter of understanding or letter of reprimand - to be filed in personnel file at administration level
(C) Disciplinary Suspension
(D) Dismissal

This process is not intended to limit the authority of the Board to non-renew the contract of any probationary teacher. Probationary classified employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the grievance procedure.

12-2 If a situation may reasonably be considered to lead to a disciplinary action, the teacher or classified employee may request and the opportunity will be given for Association representation of the teacher or classified employee in any meeting with District Administration.

12-3 The parties recognize that the First Amendment to the Constitution of the United States guarantees academic freedom to teachers. However, final responsibility for the determination of curriculum and course study content shall rest with the Board.

12-4 The District shall endeavor to provide and maintain a safe place of employment. The district shall support and assist employees with respect to the maintenance and control of discipline of students in the employee's work area.

12-5 Except for confidential references given prior to employment, a teacher or classified employee, upon request, shall have the right to review the contents of the teacher's and classified employee's permanent personnel file maintained at the District's Administrative Services Center, and to make copies of any documents contained in such file at the teacher's or classified employee's own expense.

12-6 No material derogatory to a teacher's or classified employee's conduct, service, character or personality shall be placed in such file unless the teacher or classified employee has been given the opportunity to read such material. The teacher or classified employee shall acknowledge that such material has been read by signing the material to be placed in such file. The parties understand and agree that the signature merely means that the teacher or classified employee has read such material and does not mean that the teacher or classified employee necessarily agrees with the statements contained in such materials. The teacher or classified employee shall have the right to file a written reply to such materials within ten (10) days of the date on which the teacher or classified employee was given the opportunity to review such material. Such reply shall be attached to the material to which it pertains.
12-7 If a teacher or classified employee refuses to sign the material to be placed in such file within ten (10) days after notice has been given to the teacher or classified employee, the material may be filed with the notation thereon that the teacher or classified employee was given the opportunity to read and sign such material, but failed or refused to do so.

12-8 Written parent complaints will be dealt with in accordance with Board policy KEF, KEF-E.

12-9 Probationary classified employees may be discharged at the discretion of and as exclusively determined by the District.
ARTICLE 13 - Staff Reductions

13-1 The Board may cancel the employment contracts of non-probationary teachers without penalty of the District when the Board determines that there has been a justifiable decrease in the number of teaching positions.

13-2 When a justifiable decrease in the number of teaching positions within a particular endorsement area occurs, teachers occupying such positions who are employed under letters of authorization or temporary or terminal contracts, and probationary teachers occupying such positions, shall have their employment terminated first.

13-3 When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur, and that such decrease will require the cancellation of the employment contracts of one or more non-probationary teachers, the Association shall be given twenty (20) days’ notification thereof and shall be provided the opportunity for its representatives to discuss such cancellations with the Superintendent. The notification shall include the number of positions to be decreased and the discussion shall include the rationale for the decreases.

13-4 When the District has determined that a justifiable decrease in the number of teaching positions within a particular endorsement area has occurred or is about to occur, the District agrees to make reasonable efforts to avoid cancelling the employment contracts of non-probationary teachers with such endorsement area through utilization of the following guidelines: attrition, retirement, resignations, extended leaves-of-absence, voluntary transfers, intra-building assignment changes, and District-initiated transfers.

13-5 In the event a non-probationary teacher is selected, pursuant to the provisions of this Article for cancellation of contract and if the teacher is endorsed in more than one (1) area, the teacher shall be entitled to move to a position in the other endorsement area(s) in which the teacher is endorsed, provided that there is in the area a teacher currently teaching for the District who was hired at a later date than the multiple endorsed teacher and whose contract may be cancelled instead of that of the multiple endorsed teacher. (11/08).

13-6 The employment contracts of non-probationary status teachers within a particular endorsement area shall be cancelled in the reverse order of such teachers’ date of hire in the District. In the event that two or more teachers within a particular endorsement area share the same date of hire, then the determination of cancellation of employment contract shall be established by lottery. (11/08)

13-7 Record of dates of hire: The District shall prepare and provide to the Association, if requested, a list that specifies dates of hire for all teachers and classified employees within the endorsement area(s) being considered. (11/08)

13-8 Continuous employment will not be deemed to have been interrupted during the period of any paid or unpaid leave granted by the Board. Such leave may include any paid leave of absence, long-term unpaid professional leave, or unpaid military leave. (11/08)
13-9-1 Within fifteen (15) calendar days after mailing a notice of cancellation of contract, a non-probationary teacher may make written request for a review of the action by a hearing officer selected in the manner set forth in Articles 6-10-2 and 11.2. The request shall state the specific grounds on which it is contended that the decision was improper under this Article and shall include a short, plain statement of facts that the teacher believes supports the contention. Submission of such a request constitutes a representation on the part of the teacher that he or she can support the contention by factual proof. Review may be held solely to determine the following issues:

13-9-1.1 Whether there was a rational basis for the Board's determination that justifiable decrease in the number of teaching positions was required, and/or,

13-9-1.2 Whether the decision to cancel the teaching contract of a particular teacher was arbitrary or capricious.

13-9-2 The review shall be conducted in accordance with the proceedings set forth in Article 6-10 and following. Unless the teacher and the District agree otherwise, the hearing shall be held within twenty (20) calendar days following the District’s receipt of the teacher’s request for review. The hearing shall begin with the teacher’s presentation of contentions, limited to those grounds specified in the request for a hearing and supported by such proof as the teacher offers. The hearing officer shall decide, based on all evidence submitted by the District and the teacher, whether the proof offered in support of the contention establishes the contention by a preponderance of the evidence.

13-9-3 This procedure set forth in the Article is the only District procedure that may be used in cancellation of non-probationary teaching contracts. No other personnel action other than cancellation of teaching contracts may be considered under this procedure. The non-renewal of the teaching contract of a probationary teacher is not a cancellation of contract and no objection to such a non-renewal may be made under this Article. The parties agree that procedures established by this Article 13, and the hearing provided for under such procedures, meet the requirements established by statute and by the Colorado Supreme Court concerning the cancellation of a teacher’s teaching contract.

13-9-4 For any non-probationary teacher whose employment contract is cancelled; nothing contained in the Article 13 shall be interpreted as a waiver of such teacher’s rights otherwise provided by law.

13-10 If a position becomes available within two (2) years of the date on which the Board cancels the employment contract of a non-probationary teacher, such position shall be offered first to any such former non-probationary teacher who is endorsed for the position. Such offers
shall be extended first to the former non-probationary teacher whose employment contract was most recently cancelled and so on in the reverse order of cancellation. If such teacher fails to accept a District offer of reemployment as a full-time permanent teacher, the obligation of the District to offer such teacher reemployment pursuant to this Article shall terminate.

13-11 All benefits which a non-probationary teacher had earned at the time his/her employment contract was cancelled, including unused accumulated annual leave and continuing employment schedule placement will be restored to such teacher upon his/her reemployment; provided, however, that such teacher will not receive any increment which he/she would have earned between the date on which such teacher’s employment contract was cancelled and the date on which such teacher is reemployed.

13-12 In the event a non-probationary teacher is selected, pursuant to the provisions of this Article for cancellation of contract and if the teacher is endorsed in more than one (1) area the teacher shall be entitled to move to a position in the other endorsement area(s) in which the teacher is endorsed, provided that there is in that area a teacher currently teaching for the district who is within a lower numbered group than the multiple endorsed teacher and whose contract may be cancelled instead of that of the multiple endorsed teacher.

13-13 District seniority shall be determined by the total length of continuous service from the initial date of hire (date of Board approval) of the employee and shall not be considered interrupted by an approved leave or reduction in force. Classification seniority shall be the total length of continuous service in the employee’s current classification and shall not be considered interrupted by an approved leave or reduction in force.

13-14 Loss of seniority shall result from the following:

a) Voluntary resignation
b) Discharge for "Just Cause"

c) Failure to return to work from a layoff due to reduction in force or any approved leave of absence within five (5) work days of notice of return.

d) Retirement, Transitional Retirement, or 110 Retirement. (6/06)

13-15 The District shall prepare and maintain the seniority list. The initial seniority list shall be provided to the Association within thirty (30) days after the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be furnished to the Association upon request.

13-16 A reduction in force (RIF) is the laying off of employees because of change in workload, financial limitations or Board approved modification of programs depending on other related factors. The designation of individuals to be laid off in order to bring about RIF will be determined by the Board.

13-17 In the event of necessary reduction in work force, the District shall first layoff the least senior
employee within a job classification. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position.

13-18 An employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall have the right to assume a position, for which they are qualified and in which they have previously worked, which is held by the least senior employee, as measured by District seniority.

13-19 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified and in which they have previously worked.

13-20 Any employee who is qualified to receive benefits due to an injury arising out of and in the course of their employment and, as a result of such injury, is unable to perform their normal duties, may, at the District’s discretion, be placed in another position within the District without regard to any seniority provisions of this Agreement and without regard to the provisions of Article 11.
ARTICLE 14 – Teacher and classified employee Evaluations

14-1 The purpose of the teacher or classified employee performance evaluation system shall be improvement of instruction, enhancing the implementation of programs of curriculum, measurement of satisfactory performance for individual teacher or classified employee, documentation for unsatisfactory performance dismissal proceedings, and measurement of professional growth, development, and level of performance of teacher or classified employee personnel. The steps of the formal evaluation process will be followed by the administration. Only the Omission of Process step is grievable.

14-2 Pueblo County Education Association shall participate in the periodic review of the District’s Teacher or Classified Employee Evaluation and Performance Instrument and Evaluation process.

14-3 In conjunction with the Association, the evaluation process will be discussed by the administrator with the teacher or classified employee. The teacher or classified employee shall acknowledge through signature that the evaluation process has been reviewed with them.

14-4 A teacher shall be notified by the Principal no later than May 15 that the teacher or classified employee will be placed on a formative evaluation (short form) cycle for the following school year. The reason for further evaluation will be stated in the “notice of off cycle evaluation” or in the recommendation section of the current evaluation instrument. (2/08)

14-5 A Principal/Supervisor may put a teacher or classified employee on summative evaluation during the academic school year if the need arises or if one of the observable indicators in the Teacher or Classified Employee Performance Handbook is not met. (2/08)

14-6 The District shall support and assist employees with respect to the maintenance and control of discipline of students in the employee’s assigned work area.

14-7 A written evaluation will include a rating of various categories of job performance. An unsatisfactory rating will be accompanied by an explanation to substantiate the rating and a recommendation for improvement and must be discussed with the employee. A conference will be held between the director/supervisor and employee to discuss the evaluation to be submitted to the Central Administration Office, and a copy of the evaluation will be given to the employee. The employee shall sign the evaluation indicating that the employee has read the evaluation and discussed its contents with the director/supervisor. Signing does not necessarily mean agreement with the evaluation. Employee's objections to the evaluation will be placed in the employee’s personnel file. If the employee believes that the evaluation is substantially in error, the following procedure should be used:

**Level One:** Objective analysis at the Director Level.

**Level Two:** Analysis at the Superintendent Level.

**Level Three:** Evidence and analysis at the Superintendent’s Level.
The Superintendent of the District will use an evaluation tool for supervisors that allows for feedback from departmental employees. The feedback solicited should focus on the overall functioning of the department including supervisor effectiveness. The results of the feedback will be directed to the Office of the Superintendent.
ARTICLE 15 – Extra Duty Performance Schedule

Click here for updated Article 15 Salary Schedule
ARTICLE 16 – Teacher Salary Schedule

Click here for updated Teacher Salary Schedule
ARTICLE 16 – Teacher Salaries

16-1 A teacher shall, if eligible, earn one (1) vertical increment each September 1. Horizontal increments shall be implemented on September 1. Documentation of eligibility for horizontal increments shall be provided to the District no later than August 15 or January 15, for such teacher to be eligible for the horizontal increment on that date. When teachers become eligible for a horizontal increment, they may also move vertically as many steps as the new column will allow based on experience with the District. (12/2017)

16-2 Any individual holding a Type III Emergency Authorization shall be placed and remain on step one of the BA column until a provisional teacher license has been obtained. Once the provisional license has been obtained, at the beginning of the subsequent contract year, the teacher will be placed at the step on the salary schedule commensurate with experience and education.

16-3 Individuals, holding a Type III Emergency Authorization, employed by the District prior to July 1, 2001 shall remain at their current salary schedule placement until Colorado Department of Educational license requirements are completed. Once the provisional license has been obtained, at the beginning of the subsequent contract year, the teacher will be placed at the step on the salary schedule commensurate with experience and education.

16-4 A teacher contracted as a JROTC teacher hired before October 01, 2002 shall be compensated through the following: Base salary equal to the JROTC teacher’s minimum instructor pay (MIP) times 12, plus an annual increment of the difference between Step 1 and Step 2 of the Article 16 BA column of the current negotiated teachers’ salary schedule times the number of years of service the JROTC teacher has completed with the District up to step 11.5 in Article 16 BA column.

Those portions of the JROTC teachers’ salary that are dependent upon the current negotiated teachers’ salary schedule will be reviewed for appropriate increases each August, and those portions of the JROTC teachers’ salary that are dependent upon the US Army’s adjustment to the MIP will be reviewed for appropriate increases each January.

The governance of color guard and drill team training, supervision, and competition schedules are considered a part of the JROTC teachers’ responsibility. This provision shall not exclude JROTC instructors from being considered for Article 15 pay. (10/2017)

16-5 A teacher contracted as a JROTC teacher after October 1, 2002 and before August 1, 2016 (10/2017) shall be compensated through the JROTC teachers’ minimum instructor pay (MIP) times 12, plus an increment of one-hundred dollars for every year of JROTC teaching experience in the District with a limitation equivalent to the number of steps in Article 16 BA column.

A teacher contracted as a JROTC teacher after August 1, 2016 and before January 1, 2008 shall be compensated through JROTC teachers’ minimum instructor pay (MIP) times 11, plus an
increment on one-hundred dollars for every year of JROTC teaching experience in the District with a limitation equivalent to the number of steps in Article 16 BA column. (10/2017)

A teacher contracted as a JROTC teacher after January 1, 2018 shall be compensated through the JROTC teachers’ minimum instructor pay (MIP) times the number of months currently reimbursed through the Army, plus an increment of one-hundred dollars for every year of JROTC teaching experience in the District with a limitation equivalent to the number of steps in Article 16 BA column. (10/2017)

16-6 The District will recognize JROTC Teacher Longevity salary increases. It is the teacher’s responsibility to notify the District of Longevity salary increases; if applicable, increases will take effect in the months of May and October. The pay will be retroactive to the date of the adjustment to the MIP.

16-7 The salary schedule for employees covered by the Agreement shall be effective 1, 2017 through August 31, 2018 and can be viewed on the website by clicking here.

16-8 Increment steps shall be granted on September 1 of each year during the term of this Agreement. Employees who complete a minimum of 90 workdays the previous twelve (12) month period shall receive an increment step increase. As of October 10, 2015, $100.00 is added to the amount of step on Certified Salary Schedule, bringing the step increment to $1350 yearly. (MOU Compensation for Year 2015-2016 (10/10/15)

16-9 An employee’s salary shall be prorated over a twelve (12) month period.

16-10 A classified employee covered by Appendix A shall, if eligible, earn one horizontal increment. Horizontal increments shall be implemented on September 1. Documentation of eligibility for horizontal increments shall be provided to the District no later than September 1 for such classified employee to be eligible for the horizontal increment on that date.

16-11 An employee who is promoted or reclassified shall be placed in the lowest step for the new position, which gives the employee at least a 3% increase in hourly wage. (6/06)

16-12 An employee transferring to a position on a lower salary schedule shall be placed at the same step on the new salary schedule as the employee was on the former salary schedule, even if it results in a decrease in pay.

16-13 An employee shall, if eligible, earn additional salary for educational increments. Documentation of eligibility for salary educational increments shall be provided to the District no later than September 1 for such employee to be eligible for the salary educational increments on that date.

16-13-1 For Library Technicians, all credits granted toward salary adjustments shall be transcript semester hours. Semester hours taken prior to September 1, 2001 shall be recognized by the Personnel Services Department. Semester hours taken after September 1, 2001 will need approval from the Personnel Services Department before a salary adjustment is granted.

16-13-2 Any person hired as a Library Technician June 1, 2000 or after must hold at least
thirty (30) semester hours for library studies or agree to obtain a Library Technician certification within five (5) years of their hire date as a Library Technician.

16-13-3 The following requirements must be met in order for course credits to be used for Salary Increments within the Negotiated Agreement.

16-13-3.1 The District will recognize only those graduate credits that are in accordance with the criteria established by the Colorado Department of Education. Credit must be applicable to the assignment of the classified employee.

16-13-3.2 Credits other than those described in No. 1 above will be recognized only if the Superintendent has approved the credits in writing. The approval must be granted prior to the beginning of the course for which credit for salary increments is sought.

16-13-3.3 The employee shall submit documentation of the credits on or before August 15 and/or January 15, before the District considers eligibility for salary.

16-14 Extra Duty Pay. Pay will be $24.00 per day. Extra Duty programs must be approved by the Superintendent and/or their designee.

16-15 Paraprofessionals and CPP aides holding an authorization to substitute teach as a special education instructor and CPP instructor respectively. The employee will be paid at a rate of $15.00 for half day, four (4) hours or less, and $30.00 for a full day in addition to the employee’s full paraprofessional salary.

16-16 Work Experience. Work Experience shall be granted for up to five years for all new employees placing the new employee on Step 6 of the salary schedule. The work experience credit must be in the area related to the position. If a substitute is in place for a minimum of four (4) continuous weeks, then the highly qualified and licensed individual may be considered for a long-term contract. For employees hired after June 30, 2015, up to one (1) year of work experience may be granted for long-term substitute experience, placing the new employee on Step 2 of the salary schedule. Non-long term substitute experience shall not be considered as experience for placement on the salary schedule for new employees. (11/15)

ARTICLE 17 - Horizontal Movement on Salary Schedule

17-1 The following requirements must be met in order for course credits to be used horizontal movement on the salary schedule:

17-1-1 The District will recognize only those graduate credits that are in accordance with the criteria established by the Colorado Department of Education for recertification credit.

17-1-2 Credits other than those described in Article 17-1-1 above will be recognized only if, such credits have been approved in writing by the Superintendent or his designee prior to the beginning of the course for which credit for horizontal movement is sought.

17-1-3 The District will continue its practice of granting credits for horizontal movement on the salary schedule to those teachers who successfully complete participation as a member of a District curriculum committee.

17-1-4 The District shall recognize all District-offered classes for horizontal movement on the salary schedule.

17-1-5 All District in-service and Professional Development training, provided by the district Education Services Center, will be accepted as CDE credit and recognized for movement on the horizontal scale accordingly. All credit will be verified by certificate issue by the Educational Services Center of District 70. (MOU Professional Development Credit 2015-2016)

17-2 Condition of Employment classes shall be completed by May 1 annually. An extension of one (1) year may be granted by the Superintendent or his designee.

17-3 Certified employees eligible for horizontal movement, shall submit all necessary documentation for horizontal movement twice yearly, on September 1 and January 15, affecting the September and February payroll of that contract year. Horizontal movement approved by January 15 deadline will be reflected in compensation from February through August only and not retroactive to September.

ARTICLE 18 - Terms of Agreement

18-1 This Agreement shall become effective July 1, 2011, shall supersede the Agreement between the parties which was effective July 1, 2005, an shall, subject to the provisions of 18-2 remain in effect until June 30, 2016.
18-2  This agreement shall be reopened on the issues of salaries, (Articles 15 and 16) and benefits (Articles 7 and 10) and two other Articles to be chosen by each party.

18-2.1  Issues will not be limited if the Association and District mutually agree for negotiations.
ARTICLE 19 - Vacations and Holiday

19-1 Vacation

19-1-1 Employees who are assigned to work 12 months per year shall be entitled to vacation on the following schedule:

- Five (5) days after one (1) full year of employment
- Ten (10) days after two (2) full years of employment
- Twelve (12) days after seven (7) full years of employment
- Seventeen (17) days after fifteen (15) full years of employment
- Twenty (20) days after twenty (20) full years of employment

19-1-2 The vacation earning period shall accrue monthly. An employee must work the entire earning period to be granted full vacation benefits. Beginning 12-month employees working less than the entire period shall receive annual vacation benefits on a pro rata basis.

19-1-3 Employees may accrue up to a maximum of forty (40) paid vacation days.

19-1-4 Vacation shall be taken at a time which causes the least interruption in the normal conduct of the affairs of the District and at times that are consistent with department procedures. Vacation may be taken one hour at a time.

19-1-5 Employees may state their preference as to when their vacation period shall occur. Where necessary, seniority within the unit shall determine priority for scheduling individual vacations. Final approval shall be determined by the department director or the building Principal.

19-1-6 An employee who is laid off or discharged or who retires or resigns prior to taking accrued vacation shall be paid for the unused vacation accumulated at the time of separation not to exceed 40 days.

19-2 Holidays

19-2-1 Twelve (12) month employees shall be granted fourteen (14) paid holidays each year.

19-2-2 Employees who are required to work on a scheduled holiday, in lieu of holiday pay, shall receive their regular pay times two (x 2) for all hours worked on such a holiday.
APPENDIX B – Classified Salary Schedule

Click her for updated Classified Salary Schedule
20.1 Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following terms concerning Reduction in Force Language for Transfer of certified staff for the 2013-2014 school year.

When it becomes necessary to transfer of teachers between schools for reasons outlined in Article 11-15, 11-16, or 11-17, the building principal shall decide in which subject area (s) or grade level(s) such transfer will occur. Reduction of staff shall be for the following reasons:

- Closure, consolidation, reconstitution, or turnaround
- Drop in Enrollment
- Phase-out or reduction in program

The building principal will seek volunteers in writing from all teachers in the school for transfer consideration. If there are an insufficient number of volunteers, the principal shall have a discussion with those most likely to be impacted. In their discussion, the principal shall inform teachers of their status with regard to the following four factors:

- Credentials held by employees, including academic preparation, experience, training, and work record
- Building curricular needs
- Years of effective service
- Certification and endorsement (s) of the teacher by the Colorado Department of Education

Following this meeting, teachers will be given at least three (3) working days to respond. A teacher who volunteers shall be considered a voluntary administrative transfer and shall not be considered a displacement or removal subject to any mutual consent requirements. If the transfer of a volunteer does not accomplish the reduction, the building principal shall consider the following factors in determining the teacher to be transferred or retained:

- Article 11-15
- Article 11-16 and 11-16-1
- Article 11-17
- Article 13

Employees will be notified in writing no later than May 15 of the selection for transfer at the end of this process. Employees who are transferred due to a reduction in force shall be entitled to return to that building in the event their full position of FTYE becomes available at that school. This right shall expire at the end of the academic year following transfer.

20.2 Appeals Process Language

1) The appeals process will provide the opportunity for all education stakeholders to identify deficiencies in the evaluation system; resolve differences among stakeholders; refine and improve the system in a meaningful way that will benefit our students; and foster a shared responsibility for improving educator effectiveness.

2) The appeal process shall allow for a final determination of the appealing Teacher’s Performance Evaluation Rating and a final determination of whether that Teacher retains non-probationary status; it shall not serve the purpose of determining employment and/or termination.
3) The teacher has 15 work days after receiving the evaluation to file an appeal of an evaluation. The appeal shall be filed in writing with the Evaluator. The evaluator, in turn, shall notify the Superintendent. The Superintendent shall then notify the Association President and H.R.

4) The Appeals Process shall be completed within 45 work days. This limit may be waived or changed by mutual agreement of the teacher and the District. The appeals process and results shall remain confidential.

5) A panel of Five Individuals shall convene to review the teacher’s appeal. The panel shall consist of two teachers chosen by the Association, two administrators chosen by the Superintendent, and a mutually agreed upon fifth member of the committee. These individuals shall not be related to the appealing Teacher or his/her Evaluator, nor have knowledge of the appealing Teacher’s evaluation. These individuals shall complete training by CDE, or a mutually agreed upon third party, in the evaluation process. The District and Association shall maintain a list of qualified panelists to serve on the Appeals Panel. Panelist’s term shall be limited to 3 years.

6) Should the Panel convene during contracted hours, the District shall provide a substitute for the Teacher Panelists and Appealing Teacher. Should the Panel convene outside of contracted hours, the Teacher Panelists shall be compensated at the teacher’s, per diem rate.

7) The Appealing Teacher shall present a variety of documentation to the Panel to dispute their Evaluation Rating. The Panel shall consider all such documentation in reaching a decision. Documentation shall be relevant to the professional practice standards.

8) The Panel shall make a decision regarding the rating in the evaluation and the non-probationary status of the Teacher. The Superintendent shall review the Panel’s recommendation. The Superintendent shall reserve the right to overturn the panel’s decision based on the process of the panel. The Superintendent shall give written rationale for his/her final decision to the Appealing Teacher.

9) In the event the Panel is unable to reach a unanimous finding the minority opinion shall be presented to the Superintendent along with the majority opinion in a manner decided upon by the Superintendent. In this case, the Superintendent and the Association President shall reach a decision regarding the Appealing Teacher’s Evaluation Rating and Non-Probationary status. The Superintendent shall give written rationale for his/her decision to the Appealing Teacher.

20.3 Evaluation Timeline

PCEA and District 70 agree to the following timeline for the evaluation of teachers.

Within the first 30 days of each school year - The evaluator will meet with the employee, individually or in a general meeting, to authorize the evaluation process, timelines, and review the District 70 Effective Teacher Standards, Elements, and Professional Standards. The teacher shall acknowledge through signature that the evaluation process has been reviewed with them.

September 30 of each school year- Each teacher shall meet collaboratively with their evaluator to discuss their evaluation plan which shall include goals, outcomes, plans for collecting data and
student growth, and for measuring goals and student growth. If the Self-Assessment is used, it should be completed by this meeting, but is considered confidential on the part of the teacher.

January 15 of each school year - Each teacher shall meet with their evaluator to discuss mid-year progress and to provide a written progress report to the teacher. Any concerns shall be addressed, and a plan of action shall be developed with teachers who are not effective in any of the standards. Teachers shall be encouraged to collect additional documentation to support meeting the Educator Effectiveness Standards, if needed.

May 15TH - End-of-Year review and reflections shall be completed, signed, and a written copy provided to the teacher, the evaluator, and the Human Resources Office. Any teacher rated partially effective or lower shall work with the evaluator to develop a reasonable plan for improvement of instruction for the following year. This plan shall be in place by the last day of the school year for the following year.

Timeline for Teachers placed on Improvement Plan

August 30 of each school year - Any teacher placed on an improvement plan the previous school year shall review their plan with their evaluator.

January 15 of each school year - Any teacher on improvement plan shall discuss their mid-year progress with their evaluator. At that point, the teacher shall be removed from the improvement plan if the teacher shows adequate growth and progress. In the event the teacher does not show adequate growth and progress the teacher shall be placed on a Remediation Plan. The Remediation Plan will be created collaboratively and have reasonable expectations for the teacher. This plan shall be created as soon as possible, but not longer than 10 work days after January 15.

April 15 of each school year - The Remediation plan shall be reviewed with the Teacher. The evaluator will discuss with the employee the three options: adequate growth and removal of the plan, continuation of the plan, or dismissal.

20.4 Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following language:

Teachers whose final rating on their Summative End of Year Evaluation is borderline between Highly Effective and Effective, Effective and Partially Effective, or Partially Effective and Ineffective may be able to exclude a student(s) from their rating on Standard VI if two of the three following criteria are met by the student(s):

1) The student has less than 85% attendance in the teacher’s class or is facing truancy proceedings with District 70.
2) The student is failing 2 or more classes at the school
3) The student has not met growth goals on NWEA/Maps Testing for the class.

A class comprised of at least 50% of students on a plan can be taken into consideration in determining exclusion of student scores in the final evaluation rating. The decision for exclusion shall be made with the Principal/Evaluator and the teacher, and shall be limited to only teachers on the borderline of ratings. Should exclusion of a student score meet these criteria, the Evaluator shall remove the student’s score from Alpine Reports used for the Summative Evaluation. If NWEA
reports are used in the Summative Evaluation, the Director of Instruction or her designee shall be contacted to remove the student's score from NWEA reports.
2015-2016 Settlement Agreement

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following terms for the 2015-2016 school year:

1) The term of the contract shall be extended to June 30, 2019 (three-year extension).

2) All employees under the Negotiated Agreement through June 30, 2019:
   a. Shall not have Article 16/Appendix A salary schedule amounts reduced below amounts set by the 2015-2016 Negotiated Agreement.
   b. Shall not have District contributions for Health, Dental, and Vision benefits reduced below amounts set by the round of negotiations.
   c. Shall not be furloughed.
Memorandum of Understanding  
Between Pueblo County Education Association  
And Pueblo County School District 70

**Group Norms**

1. All items and counter items will be in writing. Adequate copies will be provided for both teams.
2. All tentative agreements (TA) will be in writing and initiated and dated at the table.
3. Each party has the right to bring in consultants to the bargaining table.
4. Each bargaining team will keep their constituents updated on how negotiations are progressing.
5. During negotiations cell phones will be off or on vibrate unless there is an emergency. Texting should be extremely limited.
6. Each party has the right to call a caucus as needed.
7. Each party will forgive unilateral or honest errors.
8. After each session, the parties will summarize what was negotiated and set the agenda for the next meeting.
9. Absent members will be brought up to date by their respective team on their own time, not at the bargaining table.
10. Start and end on time; meeting dates and locations will be mutually agreed upon.
11. All media releases will be agreed upon jointly.
12. Issues will be addressed in an open forum, but the facilitator will guide the speaking order. *The facilitator will also interact with the public audience as necessary to communicate process, protocol or procedure.*
13. Guests will only be able to observe. No comments, questions or interruptions will be allowed.
14. Please silence all electronic devices.
15. No recording of the group session will be allowed.
16. The guidelines of the Colorado Open Records Act are in effect at all times.
17. All caucuses and planning sessions will be held with the knowledge of both bargaining teams.
18. All comments, questions and suggestions will be respectful, and all parties will be respectful of legitimate questions and concerns.
19. Watch body language.
20. Assume good intent.
21. Don’t be in a hurry.
22. We will be hard on issues, not on people.
23. Authentic and honest communication: listen to understand then speak.
24. Be prepared.
25. Humor is important.
26. These norms are a living document.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Homeroom/Access Hour

Pueblo County School District 70 and Pueblo County Education Association agree to the following conditions for any “period” added to the established 7-day period day, at the secondary level:

- Teachers shall not be expected to proctor or grade the MYP/IB project during the added “Homeroom/Access Hour”
- Teachers’ evaluation will not be tied to any part of the added “Homeroom/Access Hour”
- Teachers will ensure safety, roll taking, security, breakfast (where applicable) procedures, and on task monitoring only, of the students in their respective “Homeroom/Access Hour”
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Food Service Staffing/ Satellite Leaders

District 70 and PCEA agree to implement the following changes effective February 1, 2016 with kitchen staffing:

1 position from 3.75 hours to 4.00 hours daily - Liberty Point International
1 position from 3.5 hours to 4.00 hours daily - County High-Pueblo West High
1 position from 3.5 hours to 4.00 hours daily - Skyview Middle School.
1 position from 3.5 hours to 4.00 hours daily - Pleasant View Middle School
1 position from 3.5 hours to 4.00 hours daily - Rye High School

All Satellite Leaders will move from 6.25 hours to 6.5 hours daily at the following schools:

Liberty Point Elementary
Desert Sage Elementary
North Mesa Elementary
Avondale Elementary
South Mesa Elementary

3 hour Food Service Positions will go from 3.00 to 3.50 hours on a daily basis.

Agreed upon this 25th day of January 2016.
The changes will go into effect February 1, 2016
Appendix B (ESP) Salary Schedule Task Force

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree that a task force will be formed to look at recommendations and possible options for restructuring Appendix B. The task force will make an initial report to the Interest Based Bargaining committee no later than the month of March 2017.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

“Hard to Fill”

In accordance to the MOU below, we are requesting the following areas to be designated as “hard to fill” for the 2016-2017 hiring seasons. The following areas are:

Secondary Science
Secondary Math
K-12 Music
K-12 ESS

BOE approved February 27, 2017
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Retirement Incentive

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to deem “effective immediately,” the BOE approved language (May 2, 2017) below, with the addition of “up to $40,000.00,” inserted after “(not to exceed their contracted days).”

A teacher with ten (10) years of continuous full-time teaching experience in District 70, who retires, resigns in good standing, or dies prior to taking accumulated annual leave, shall receive a payment equal to 50% of the employee's per diem rate, times their number of accumulated annual leave days (not to exceed their contracted days). This benefit will be paid within thirty (30) days of the departure of the teacher from District 70. (11/15)

7-1-9.1 Any classified employee with ten (10) years of consecutive service to the district who retires, resigns in good standing, or dies prior to taking accrued annual leave will be paid, in the following month’s regular payroll, at the rate of seventy-five percent (75%) of their most recent hourly wage, for the unused annual leave accumulated at the time of separation, not to exceed one hundred twenty (120) days. (RH 4-11-17)

Further, it is recommended by PCEA, in a spirit of equity, that the same formula apply to District 70 Administrators not to exceed their contract days “up to $50,000.00.”

Signed this 8th day of May 8, 2017
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Pool Position

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to establish a special classification for the “Pool Maintenance”, 2016 – 2017 school year to level K. Use of safety equipment and ability to swim a requirement.

Agreed upon this 8th day of November, 2016.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

2016 Compensation

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree that additional funding will allow the following:

A 2% COLA increase is added to each cell in Article 16 (Teacher Salary Schedule).

This COLA will be retroactive to September 2016. Increases for the months of September, October, November and December will be included in the January payroll. The remaining amount will be dispersed in equal amounts for the remaining contractual months.

Paraprofessionals will be moved from Column B and reinstated in Column F. Column F will have to be reinserted into Appendix B from the previous negotiated agreement. Increases will be dispersed exactly like the teacher increase outlined above.

Central Office Secretaries will move from Column J to Column K. Increases will be dispersed exactly like the teacher increase outlined above.

Agreed upon this 2nd day of January, 2017.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Designation of Mechanical Service Technician
“Hard to Fill”

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to designate the position of Mechanical Service Technician as a hard to fill position for the school year 16/17 and the school year 17/18. With the required certification and the level of expertise required for today’s heating/cooling systems, we have been unable to fill this position based on current compensation levels. For this position only, we agree to allow the Superintendent or his designee to offer additional steps on Appendix B to attract the much-needed new employee as well as compensate the current employee on this pay scale.

Agreed upon this 23 day of January, 2017.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Custodial Changes on ESP Salary Schedule

Pueblo County School District 70 and Pueblo County Education Association agree to the following restructuring concerning the custodial positions on Appendix B in the Negotiated Agreement. The following changes have been agreed upon:

- Elementary Day Custodian- Column H to Column K
- Middle School Day Custodian –Column H to Column L
- High School Day Custodian- Column H to Column M
- Custodians Column H move to Column J
- Any additional Day Custodian, non differential Column I
- Day Custodian definition added to Article 1
- Additional $.50 added to custodial pay for Column J if shift ends between 2:00 AM to 7:00 AM.

Pay rates are location and job specific and non-portable for the individual employee.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Additional Moves on ESP Salary Schedule

Pueblo County School District 70 and Pueblo County Education Association agree to the following restructuring concerning the Delivery, Grounds, Grounds/Welder, Accounting Clerk, Stock Clerk, Building Maintenance, Locksmith and Supervisor Secretary positions on Appendix B in the Negotiated Agreement. The following changes have been agreed upon:

- Delivery: H-J
- Secretary to Supervisor: H-J
- Grounds: J-L
- Accounting Clerk: K-M
- Stock Clerk: L-M
- Building Maintenance: M-N (Column N Base pay $12.74)
- Locksmith: N-O (Column O Base pay $14.38)
- Grounds/Welder: N-O
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Kitchen Pay

Pueblo County School District 70 and Pueblo County Education Association agree to the following restructuring concerning the kitchen pay scale.

- Carry-outs will move from C to F
- Satellite Leaders will move from C to F
- Nutrition Assistants/Cooks will move from C to F
- Assistant Kitchen Managers will move from D to H
- Kitchen Managers will move from J to K
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Article 15

Pueblo County School District 70 and Pueblo County Education Association agree to unfreeze those employees on Article 15 and grant their steps for the 2017/2018 school year.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Restricted Days

For the 2017/2018 School year, Pueblo County School 70 and Pueblo County Education Association agree to the following dates outlined as 1.5 day deductions for the use of annual leave:

- August 10, 2017 and May 31, 2018 (First and Last Day of School)
- August 10, 2017 (Transition Day for 6th and 9th grade: does not apply to preschool employees)
- August 10, 2017 (First day of school for all students: does not apply to preschool employees)
- August 21, 2017 (1st day of school for preschool: applies only to preschool employees)
- August 31, 2017 and September 5 2017 (Day before and after Labor Day)
- November 16, 2017 and November 27, 2017 (Day before and after Thanksgiving Break)
- December 21, 2017 and January 8, 2018 (Day before and after Winter Break)
- March 15, 2018 and March 26, 2018 (Day before and after Spring Break)
- May 24, 2018 and May 29, 2018 (Day before and after Memorial Day)
- Specific state mandated testing days per school (does not include literacy testing days)

Until these dates are clearly communicated to all employees during the September 15, 2017 in-service and via email follow-up, the 1.5 deductions will not be taken.
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Food Service Salary Schedule Caps

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following regarding kitchen pay:

The pay scale for all categories of food service employees (food service carry outs, food service satellite leaders, cooks, assistant food managers, food managers) shall reflect a cap of 25 years. This is a change from 20, 21, or 22 year caps in prior years. (9/21/2017)
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Insurance

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following:

1. Create an RFP to establish an Employee Assistance Program with the $100,000 United Health Care contribution with the goal of funding for multiple years.
2. Continue negotiations with regard to Insurance Contribution in October.
3. The Insurance Committee will work with United to align Insurance calendar with either the calendar year or timing of step/lane increases. (9/22/2017)
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Additions to Certified Pay Scale

Pueblo County Education Association and Pueblo School District 70 agree to the following additions to the certified pay scale beginning January 1, 2018:

An MA+75/MA+MA column will be added to the scale with a base pay of $43,409 (a lane of $1288 from MA+60)

A PhD/EdD/Juris Doctorate column will be added to the scale with a base pay of $45,985 (a lane of $2576 from MA+75/MA+MA)

Employees moving to MA+75/MA+MA or PhD/EdD/Juris Doctorate column must be willing to provide professional development training to other certified employees as designed and defined by the Department of Instruction.

Credit accepted for MA+75 must be graduate level credit with transcripts, credits offered through the Department of Instruction, or preapproved through the Human Resources Department. (10/2017)
Memorandum of Understanding  
Between Pueblo County Education Association  
And Pueblo County School District 70

1.5 Deduct Parameters

Pueblo County Education Association and Pueblo County School District 70 agree to the following reasons for restoration of the .5 day if an annual day is taken on a restricted day outlined in 7-1-1.2.

Extenuating circumstances beyond the employee’s control with documentation.

Those employees currently on FMLA approved leave or Workman’s Compensation.

Those employees with documented personal illness or disability, disability or death of a member of the employee’s immediate family, i.e., the teacher’s or classified employee’s mother, father, brothers, sisters, spouse, children, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, or any person living in the teacher’s or classified employee’s home.

Employee or employee’s child’s wedding or graduation.

Jury duty or other court related event with documentation. (10, 2017)
Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70

Insurance Contribution

Pueblo County Education Association and Pueblo School District 70 agree to the following insurance contribution. Employees taking the District Insurance shall receive an additional $50 per month contribution for 10 months only beginning with their January 2018 pay check and ending with their October 2018 paycheck. This additional contribution will end in October 2018.
<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>BA+15</th>
<th>BA+30</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>MA+60</th>
<th>MA+75/MA</th>
<th>PhD/EdD/Juris Doctorate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>32,994</td>
<td>34,283</td>
<td>35,571</td>
<td>36,968</td>
<td>38,257</td>
<td>39,545</td>
<td>40,833</td>
<td>42,121</td>
<td>43,409</td>
<td>45,985</td>
</tr>
<tr>
<td>2A</td>
<td>32,994</td>
<td>34,283</td>
<td>35,571</td>
<td>36,968</td>
<td>38,257</td>
<td>39,545</td>
<td>40,833</td>
<td>42,121</td>
<td>43,409</td>
<td>45,985</td>
</tr>
<tr>
<td>3</td>
<td>34,267</td>
<td>35,556</td>
<td>36,844</td>
<td>38,241</td>
<td>39,530</td>
<td>40,818</td>
<td>42,106</td>
<td>43,394</td>
<td>44,682</td>
<td>47,258</td>
</tr>
<tr>
<td>4</td>
<td>35,540</td>
<td>36,829</td>
<td>38,117</td>
<td>39,514</td>
<td>40,803</td>
<td>42,091</td>
<td>43,379</td>
<td>44,667</td>
<td>45,955</td>
<td>48,531</td>
</tr>
<tr>
<td>5</td>
<td>36,813</td>
<td>38,102</td>
<td>39,390</td>
<td>40,787</td>
<td>42,076</td>
<td>43,364</td>
<td>44,652</td>
<td>45,940</td>
<td>47,228</td>
<td>49,804</td>
</tr>
<tr>
<td>6</td>
<td>38,086</td>
<td>39,375</td>
<td>40,663</td>
<td>42,060</td>
<td>43,349</td>
<td>44,637</td>
<td>45,925</td>
<td>47,213</td>
<td>48,501</td>
<td>51,077</td>
</tr>
<tr>
<td>7</td>
<td>39,359</td>
<td>40,648</td>
<td>41,936</td>
<td>43,333</td>
<td>44,622</td>
<td>45,910</td>
<td>47,198</td>
<td>48,486</td>
<td>49,774</td>
<td>52,350</td>
</tr>
<tr>
<td>8</td>
<td>40,632</td>
<td>41,921</td>
<td>43,209</td>
<td>44,606</td>
<td>45,895</td>
<td>47,183</td>
<td>48,471</td>
<td>49,759</td>
<td>51,047</td>
<td>53,623</td>
</tr>
<tr>
<td>9</td>
<td>41,905</td>
<td>43,194</td>
<td>44,482</td>
<td>45,879</td>
<td>47,168</td>
<td>48,456</td>
<td>49,744</td>
<td>51,032</td>
<td>52,320</td>
<td>54,896</td>
</tr>
<tr>
<td>10</td>
<td>43,178</td>
<td>44,467</td>
<td>45,755</td>
<td>47,152</td>
<td>48,441</td>
<td>49,729</td>
<td>51,017</td>
<td>52,305</td>
<td>53,593</td>
<td>56,169</td>
</tr>
<tr>
<td>11</td>
<td>44,451</td>
<td>45,740</td>
<td>47,028</td>
<td>48,425</td>
<td>49,714</td>
<td>51,002</td>
<td>52,290</td>
<td>53,578</td>
<td>54,866</td>
<td>57,442</td>
</tr>
<tr>
<td>12</td>
<td>45,724</td>
<td>47,013</td>
<td>48,301</td>
<td>49,698</td>
<td>50,987</td>
<td>52,275</td>
<td>53,563</td>
<td>54,851</td>
<td>56,139</td>
<td>58,715</td>
</tr>
<tr>
<td>13</td>
<td>46,997</td>
<td>48,286</td>
<td>49,574</td>
<td>50,971</td>
<td>52,260</td>
<td>53,548</td>
<td>54,836</td>
<td>56,124</td>
<td>57,412</td>
<td>59,988</td>
</tr>
<tr>
<td>14</td>
<td>48,270</td>
<td>49,559</td>
<td>50,847</td>
<td>52,244</td>
<td>53,533</td>
<td>54,821</td>
<td>56,109</td>
<td>57,397</td>
<td>58,685</td>
<td>61,261</td>
</tr>
<tr>
<td>15</td>
<td>49,543</td>
<td>50,832</td>
<td>52,120</td>
<td>53,517</td>
<td>54,806</td>
<td>56,094</td>
<td>57,382</td>
<td>58,670</td>
<td>59,958</td>
<td>62,534</td>
</tr>
<tr>
<td>16</td>
<td>50,816</td>
<td>52,105</td>
<td>53,393</td>
<td>54,790</td>
<td>56,079</td>
<td>57,367</td>
<td>58,655</td>
<td>59,943</td>
<td>61,231</td>
<td>63,807</td>
</tr>
<tr>
<td>17</td>
<td>52,089</td>
<td>53,378</td>
<td>54,666</td>
<td>56,063</td>
<td>57,352</td>
<td>58,640</td>
<td>59,928</td>
<td>61,216</td>
<td>62,504</td>
<td>65,080</td>
</tr>
<tr>
<td>18</td>
<td>54,651</td>
<td>55,939</td>
<td>57,336</td>
<td>58,625</td>
<td>59,913</td>
<td>61,201</td>
<td>62,489</td>
<td>63,777</td>
<td>66,353</td>
<td>67,626</td>
</tr>
<tr>
<td>19</td>
<td>57,212</td>
<td>58,599</td>
<td>60,203</td>
<td>61,589</td>
<td>62,946</td>
<td>64,311</td>
<td>65,676</td>
<td>66,932</td>
<td>68,289</td>
<td>69,545</td>
</tr>
<tr>
<td>21</td>
<td>61,556</td>
<td>62,444</td>
<td>63,732</td>
<td>65,020</td>
<td>66,293</td>
<td>67,581</td>
<td>68,869</td>
<td>70,145</td>
<td>71,445</td>
<td>72,740</td>
</tr>
<tr>
<td>22</td>
<td>63,717</td>
<td>65,005</td>
<td>66,293</td>
<td>67,581</td>
<td>68,869</td>
<td>70,145</td>
<td>71,445</td>
<td>72,740</td>
<td>74,035</td>
<td>75,330</td>
</tr>
<tr>
<td>23</td>
<td>64,990</td>
<td>66,279</td>
<td>67,566</td>
<td>68,854</td>
<td>70,145</td>
<td>71,445</td>
<td>72,740</td>
<td>74,035</td>
<td>75,330</td>
<td>76,630</td>
</tr>
<tr>
<td>24</td>
<td>67,551</td>
<td>68,839</td>
<td>70,127</td>
<td>71,415</td>
<td>72,705</td>
<td>74,000</td>
<td>75,300</td>
<td>76,600</td>
<td>77,900</td>
<td>79,200</td>
</tr>
<tr>
<td>25</td>
<td>70,112</td>
<td>71,400</td>
<td>72,688</td>
<td>73,976</td>
<td>75,274</td>
<td>76,574</td>
<td>77,874</td>
<td>79,174</td>
<td>80,474</td>
<td>81,774</td>
</tr>
<tr>
<td>26</td>
<td>72,673</td>
<td>73,961</td>
<td>75,263</td>
<td>76,564</td>
<td>77,865</td>
<td>79,166</td>
<td>80,467</td>
<td>81,767</td>
<td>83,067</td>
<td>84,367</td>
</tr>
<tr>
<td>27</td>
<td>75,234</td>
<td>76,537</td>
<td>77,838</td>
<td>79,140</td>
<td>80,443</td>
<td>81,745</td>
<td>83,046</td>
<td>84,348</td>
<td>85,650</td>
<td>86,952</td>
</tr>
<tr>
<td>28</td>
<td>79,083</td>
<td>80,386</td>
<td>81,689</td>
<td>82,992</td>
<td>84,295</td>
<td>85,600</td>
<td>86,908</td>
<td>88,212</td>
<td>89,516</td>
<td>90,820</td>
</tr>
</tbody>
</table>

***New Teachers start on step 3  Board Approved  11/08/2017***
# Classified Salary Schedule – Actual

## Appendix B 2017-2018

<table>
<thead>
<tr>
<th>PARA</th>
<th>Day Custodian (non Differential)</th>
<th>Night Custodian</th>
<th>Head/Day Custodian ELEMENTARY</th>
<th>Head/Day Custodian MIDDLE SCHOOL</th>
<th>Head/Day Custodian HIGH SCHOOL</th>
<th>Building Maintenance</th>
<th>Mechanical Service Tech</th>
<th>HVAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurse's Assistant</td>
<td>Accounting Aide</td>
<td>School Secretary</td>
<td>Certified Library/ Digital Technician</td>
<td>Central Office Secretary</td>
<td>Grounds Person</td>
<td>Pre-School Director</td>
<td>Locksmith</td>
<td></td>
</tr>
<tr>
<td>Non Certified Library Tech</td>
<td>Delivery Person</td>
<td>Security</td>
<td>Activities Clerk</td>
<td>Stock Clerk</td>
<td></td>
<td></td>
<td>Carpenter</td>
<td></td>
</tr>
<tr>
<td>Aides</td>
<td>Secretary to Supervisor</td>
<td>Pool Maintenance</td>
<td>Prop Control Clerk</td>
<td>Accounting Clerk</td>
<td></td>
<td></td>
<td>Mechanical Service Tech</td>
<td></td>
</tr>
<tr>
<td>Nutrition Assistant (Food Service) cap step 25</td>
<td>High School Clerk</td>
<td>Interpreter</td>
<td>Grounds Person</td>
<td>Welder</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cables (Food Service) cap step 25</td>
<td>Carry Out</td>
<td></td>
<td></td>
<td>Brassist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satellite Leader (Food Service) cap step 25</td>
<td>Assistant Manager (Food Service) cap step 25</td>
<td>Manager (Food Service) cap step 25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Grade Pay Schedule

<table>
<thead>
<tr>
<th>STEP</th>
<th>F</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
<th>L</th>
<th>M</th>
<th>N</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>12.91</td>
<td>13.42</td>
<td>13.68</td>
<td>13.94</td>
<td>14.48</td>
<td>14.74</td>
<td>15.27</td>
<td>15.74</td>
<td>17.40</td>
</tr>
<tr>
<td>6</td>
<td>13.40</td>
<td>13.92</td>
<td>14.20</td>
<td>14.44</td>
<td>15.00</td>
<td>15.23</td>
<td>15.78</td>
<td>16.24</td>
<td>17.91</td>
</tr>
<tr>
<td>7</td>
<td>13.92</td>
<td>14.42</td>
<td>14.70</td>
<td>14.94</td>
<td>15.50</td>
<td>15.76</td>
<td>16.29</td>
<td>16.74</td>
<td>18.40</td>
</tr>
<tr>
<td>8</td>
<td>14.42</td>
<td>14.94</td>
<td>15.19</td>
<td>15.46</td>
<td>16.00</td>
<td>16.26</td>
<td>16.79</td>
<td>17.24</td>
<td>18.91</td>
</tr>
<tr>
<td>9</td>
<td>14.92</td>
<td>15.44</td>
<td>15.72</td>
<td>15.96</td>
<td>16.51</td>
<td>16.76</td>
<td>17.30</td>
<td>17.74</td>
<td>19.43</td>
</tr>
<tr>
<td>10</td>
<td>15.44</td>
<td>15.94</td>
<td>16.22</td>
<td>16.46</td>
<td>17.01</td>
<td>17.27</td>
<td>17.81</td>
<td>18.24</td>
<td>19.93</td>
</tr>
<tr>
<td>11</td>
<td>15.93</td>
<td>16.45</td>
<td>16.72</td>
<td>16.97</td>
<td>17.51</td>
<td>17.78</td>
<td>18.30</td>
<td>18.74</td>
<td>20.44</td>
</tr>
<tr>
<td>12</td>
<td>16.43</td>
<td>16.95</td>
<td>17.23</td>
<td>17.47</td>
<td>18.03</td>
<td>18.27</td>
<td>18.81</td>
<td>19.24</td>
<td>20.95</td>
</tr>
<tr>
<td>13</td>
<td>16.93</td>
<td>17.45</td>
<td>17.74</td>
<td>17.98</td>
<td>18.54</td>
<td>18.78</td>
<td>19.33</td>
<td>19.74</td>
<td>21.45</td>
</tr>
<tr>
<td>14</td>
<td>17.46</td>
<td>17.97</td>
<td>18.25</td>
<td>18.50</td>
<td>19.04</td>
<td>19.29</td>
<td>19.82</td>
<td>20.24</td>
<td>21.95</td>
</tr>
<tr>
<td>15</td>
<td>17.98</td>
<td>18.48</td>
<td>18.76</td>
<td>19.00</td>
<td>19.53</td>
<td>19.78</td>
<td>20.33</td>
<td>20.74</td>
<td>22.45</td>
</tr>
<tr>
<td>16</td>
<td>18.46</td>
<td>18.98</td>
<td>19.26</td>
<td>19.51</td>
<td>20.05</td>
<td>20.31</td>
<td>20.84</td>
<td>21.24</td>
<td>22.96</td>
</tr>
<tr>
<td>17</td>
<td>18.96</td>
<td>19.49</td>
<td>19.76</td>
<td>20.00</td>
<td>20.55</td>
<td>20.81</td>
<td>21.34</td>
<td>21.74</td>
<td>23.46</td>
</tr>
<tr>
<td>19</td>
<td>19.96</td>
<td>20.49</td>
<td>20.77</td>
<td>21.02</td>
<td>21.56</td>
<td>21.82</td>
<td>22.35</td>
<td>22.74</td>
<td>24.49</td>
</tr>
<tr>
<td>20</td>
<td>20.46</td>
<td>21.00</td>
<td>21.27</td>
<td>21.52</td>
<td>22.08</td>
<td>22.32</td>
<td>22.86</td>
<td>23.24</td>
<td>24.99</td>
</tr>
<tr>
<td>21</td>
<td>20.96</td>
<td>21.50</td>
<td>21.78</td>
<td>22.03</td>
<td>22.59</td>
<td>22.83</td>
<td>23.36</td>
<td>23.74</td>
<td>25.49</td>
</tr>
<tr>
<td>22</td>
<td>21.46</td>
<td>22.02</td>
<td>22.28</td>
<td>22.55</td>
<td>23.08</td>
<td>23.34</td>
<td>23.87</td>
<td>24.24</td>
<td>25.99</td>
</tr>
<tr>
<td>23</td>
<td>21.96</td>
<td>22.53</td>
<td>22.79</td>
<td>23.04</td>
<td>23.59</td>
<td>23.84</td>
<td>24.37</td>
<td>24.74</td>
<td>26.49</td>
</tr>
<tr>
<td>24</td>
<td>22.46</td>
<td>23.03</td>
<td>23.29</td>
<td>23.54</td>
<td>24.09</td>
<td>24.34</td>
<td>24.87</td>
<td>25.24</td>
<td>26.99</td>
</tr>
<tr>
<td>25</td>
<td>22.96</td>
<td>23.53</td>
<td>23.80</td>
<td>24.04</td>
<td>24.60</td>
<td>24.84</td>
<td>25.37</td>
<td>25.74</td>
<td>27.49</td>
</tr>
<tr>
<td>26</td>
<td>23.46</td>
<td>24.03</td>
<td>24.31</td>
<td>24.54</td>
<td>25.11</td>
<td>25.34</td>
<td>25.87</td>
<td>26.24</td>
<td>27.99</td>
</tr>
</tbody>
</table>

*Paraprofessionals, Aides, Group Leaders, Nurses’ Assistants, and Library Technicians Class I and Class II: $0.65 granted for 30 semester hours, $1.21 granted for 60 semester hours

**Paraprofessionals and Group Leaders may receive $0.65 for Certificate of District Training

***$0.75 granted for completion of MA Degree in appropriate area of study preapproved by the Superintendent

****The pay scale for Food Manager will include steps 1 through 25

*****Non-Certified Food Service employees who become "Certified" will receive one additional step to be granted September 1

******Additional $5.50 added to custodial pay for Columns J if shift ends between 2:00 am and 7:00 am

93
# Article 15 Salary Schedule - Actual

<table>
<thead>
<tr>
<th>GRADE</th>
<th>ACTIVITY</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
<th>Step 13</th>
<th>Step 14</th>
<th>Step 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Head Football - HS</td>
<td>2,933</td>
<td>1,052</td>
<td>1,177</td>
<td>1,302</td>
<td>1,444</td>
<td>1,589</td>
<td>1,742</td>
<td>3,963</td>
<td>4,244</td>
<td>4,418</td>
<td>4,614</td>
<td>4,809</td>
<td>5,099</td>
<td>5,390</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Basketball - HS-Boys</td>
<td>2,386</td>
<td>2,478</td>
<td>2,574</td>
<td>2,675</td>
<td>2,781</td>
<td>2,892</td>
<td>3,009</td>
<td>3,132</td>
<td>3,261</td>
<td>3,396</td>
<td>3,538</td>
<td>3,690</td>
<td>3,842</td>
<td>3,994</td>
<td>4,147</td>
</tr>
<tr>
<td></td>
<td>Head Swimming - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Athletic Trainer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Tennis - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rifle Team - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Baseball - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Softball - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Soccer - HS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Soccer - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Hockey - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Drama - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Volleyball - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head LaCrosse - HS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head LaCrosse - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Cross Country - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Golf - HS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Golf - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Track - HS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Track - HS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Band - HS</td>
<td>3,504</td>
<td>3,625</td>
<td>3,755</td>
<td>3,872</td>
<td>4,005</td>
<td>4,153</td>
<td>4,305</td>
<td>4,454</td>
<td>4,615</td>
<td>4,781</td>
<td>4,954</td>
<td>5,128</td>
<td>5,304</td>
<td>5,480</td>
<td>5,655</td>
</tr>
<tr>
<td></td>
<td>Asst. Trainer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Speech and Debate* program is (1) head coaching position per semester.

Academic Coach

Dance

Head Debate - HS

Head Track, Combined - HS

(continued on following page)
## Con’t – Article 15 Salary Schedule - Actual

<table>
<thead>
<tr>
<th>GRADE</th>
<th>ACTIVITY</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
<th>Step 13</th>
<th>Step 14</th>
<th>Step 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>5B</td>
<td>Vocal Music - MS</td>
<td>1,386</td>
<td>1,425</td>
<td>1,467</td>
<td>1,533</td>
<td>1,622</td>
<td>1,695</td>
<td>1,771</td>
<td>1,851</td>
<td>1,934</td>
<td>2,022</td>
<td>2,115</td>
<td>2,206</td>
<td>2,287</td>
<td>2,388</td>
<td>2,478</td>
</tr>
<tr>
<td></td>
<td>Instrumental Music - MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Journalism - Newspaper - HS</td>
<td>1,093</td>
<td>1,171</td>
<td>1,251</td>
<td>1,341</td>
<td>1,433</td>
<td>1,526</td>
<td>1,620</td>
<td>1,714</td>
<td>1,810</td>
<td>1,907</td>
<td>2,005</td>
<td>2,102</td>
<td>2,200</td>
<td>2,300</td>
<td>2,400</td>
</tr>
<tr>
<td></td>
<td>PLC Leader / Mentor Teacher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building Technology Coach</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meso</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Journalism - Annual - HS, hired in this position prior to 9-1-09</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stem</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HOSA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IB/VAP Coordinator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Head Basketball - MS-Boys</td>
<td>1,592</td>
<td>1,664</td>
<td>1,739</td>
<td>1,818</td>
<td>1,900</td>
<td>1,996</td>
<td>2,088</td>
<td>2,184</td>
<td>2,285</td>
<td>2,390</td>
<td>2,500</td>
<td>2,608</td>
<td>2,715</td>
<td>2,823</td>
<td>2,930</td>
</tr>
<tr>
<td></td>
<td>Head Basketball - MS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Football - MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Softball-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Cross Country-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Wrestling-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Track - MS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Head Track - MS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cheerleading - MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ass. Basketball - MS-Boys</td>
<td>1,081</td>
<td>1,109</td>
<td>1,159</td>
<td>1,211</td>
<td>1,266</td>
<td>1,324</td>
<td>1,384</td>
<td>1,447</td>
<td>1,514</td>
<td>1,585</td>
<td>1,658</td>
<td>1,729</td>
<td>1,803</td>
<td>1,872</td>
<td>1,943</td>
</tr>
<tr>
<td></td>
<td>Ass. Basketball - MS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ass. Football - MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ass. Softball-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Cross Country-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Wrestling-MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asst. Track - MS-Boys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asst. Track - MS-Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ass. Volleyball - MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Instrumental Music - ES</td>
<td>819</td>
<td>852</td>
<td>893</td>
<td>932</td>
<td>974</td>
<td>1,016</td>
<td>1,062</td>
<td>1,110</td>
<td>1,160</td>
<td>1,213</td>
<td>1,268</td>
<td>1,323</td>
<td>1,377</td>
<td>1,432</td>
<td>1,486</td>
</tr>
<tr>
<td></td>
<td>FFA Sponsor - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Student Council Sponsor - HS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fishing Club sponsor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Science Olympiad Coach</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Knowledge Bowl Coach</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Moch Trial Coach</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Journalism - Annual - HS, hired in this position prior to 9-1-09 or aft.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>National Honor Society Sponsor - HS</td>
<td>605</td>
<td>645</td>
<td>685</td>
<td>725</td>
<td>765</td>
<td>805</td>
<td>845</td>
<td>885</td>
<td>925</td>
<td>965</td>
<td>1,005</td>
<td>1,048</td>
<td>1,091</td>
<td>1,135</td>
<td>1,178</td>
</tr>
<tr>
<td></td>
<td>Career and Technical Student Organization Advisor (CTSO Advisor)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Music, Instrumental - HS**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Music, Vocal - HS**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Music, Instrumental - MS**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Music, Vocal - MS**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Summer Instructional Committee Work - Chair</td>
<td>$199.00 Per Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Summer Instructional Committee Work</td>
<td>$132.00 Per Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Teacher w/ Authority to Suspend</td>
<td>$526.00 Per Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Junior Class Sponsor Group</td>
<td>$600 Per School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Elementary or Middle School Student Council</td>
<td>$600 Per School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Applicable to teachers holding the position as of June 2, 2003. The District has the right to make additions to Article 15.
Pueblo County School District 70
IN THE COUNTY OF PUEBLO
AND THE STATE OF COLORADO

DATE: February 2018

NONDISCRIMINATION STATEMENT
Pueblo County School District 70 does not unlawfully discriminate on the basis of race, color, religion, national origin, gender, age, genetic information, or handicap (disability) in admission or access to, or treatment, or employment in its education programs or activities. Inquiries about ADA, Section 504, Title VI, and Title IX may be addressed to the Superintendent of Schools, 301 28th Lane, Pueblo, Colorado 81001. 719-542-0220