

2021-2026

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, 2021 - June 30, 2026

PUEBLO COUNTY SCHOOL DISTRICT 70

Pueblo, Colorado

BOARD OF EDUCATION

Mrs. Anne Ochs	President
Dr. AJ Wilson	Vice-President
Mrs. Cathleen Culhane-Howland	Director
Mr. Chris DeLuca	Director
Mr. John Christensen	Director

SUPERINTENDENT OF SCHOOL DISTRICT 70

Ronda Rein

IBS Bargaining Negotiating Team

Ronda Rein	Ellen MacIndoe
Jamie Duran	Kate Pacheck
Jennifer Alfonso	Allison Balas
Amanda Wittman	Adrienne Bidula
Jamison Wagner	Suzie McGhghy
Holly Corsentino	Karl Silbaugh
Stephanie Russell	Heather Skerjanec
Robert DiPietro	Katie Brown
Wendy James	Donna Raught
Carey Martello	Lindsay Slobodnik

DATE: September 1, 2025

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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 1, 2023, 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 predominantly 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, Emergency Licensed and Interim 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)
- 1-1-1** The term **TEACHER** shall also include any and all Qualified Preschool Directors who have been licensed by the Colorado Department of Human Services and the Colorado Department of Early Childhood. (-7/18/23)
- 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 **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.
- 1-5** The term **EMERGENCY** or **INTERIM TEACHER AUTHORIZATION** shall mean any person employed by the school district under an Emergency or Interim 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 or interim authorization shall be valid for a period of one year. (8/23/23)
- 1-6** The term **TEMPORARY EDUCATOR ELIGIBILITY AUTHORIZATION** shall mean any person employed by the school district under a TEE authorization holding a Baccalaureate Degree from a fully accredited institution and meeting all other requirements as set forth in state law. The TEE is valid for one year from the date of issuance. It is renewable twice, for a total of three years, as long as the applicant shows verified, ongoing progress toward fulfilling the requirements for the full license. (8/23/23)
- 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.1-8The 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.
- 1-8** The term **DISTRICT** shall mean Pueblo County School District 70 in the County of Pueblo and State of Colorado.

- 1-9** 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.
- 1-10** 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.
- 1-11** The term **PRINCIPAL** or Supervisors shall mean any building administrator or the administrator of any work location or functional division in the school district.
- 1-12** The term **DUTY DAY** shall mean the continuous period of time each day a teacher or classified employee is fulfilling his/her contractual duties.
- 1-13** The term **SUPERINTENDENT** shall mean the Superintendent of the School District.
- 1-14** The term **DAY** shall mean a calendar day unless otherwise identified.
- 1-15** 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.
- 1-16** The term **WORK DAY** shall mean non-student contact days on which all teachers may work independently in their building.
- 1-17** The term **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.
- 1-18** The term **DISCIPLINARY ACTIONS** shall mean oral warnings, written reprimands, reduction in rank, reduction of salary, job suspensions, and/or dismissal.
- 1-19** 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.
- 1-20** The term **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.
- 1-21** The term **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.

- 1-22** 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).
- 1-23** The term **DATE OF HIRE** shall mean the date an employee was approved for hire by the Board of Education.
- 1-24** The term **FULL-TIME CLASSIFIED** employees shall mean those working at least 30 hours per week for the school calendar year.
- 1-25** The term **ESSENTIAL PERSONNEL** shall mean all maintenance staff, custodial classified staff, and nutrition service staff whose shift begins before 9:00 AM. (3/30/23)
- 1-25-1** Nutritional services staff shall be exempt from essential personnel on a district-wide snow day.
- 1-25-2** Maintenance and custodial staff that begin their work shift after 10:00 a.m. shall be exempt from Essential Personnel on Late Start Days. If a supervisor calls such maintenance or custodial employee in to work prior to 10:00 a.m., and such employee voluntarily reports, such employee would be compensated for the shift as essential personnel. (9/13/24)
- 1-26** The term **LATE START PERSONNEL** shall mean all food service managers and assistant food service managers, including essential personnel identified in article 1-26.
- 1-27** The term **CLASSIFIED EMPLOYEE** as used in this agreement shall refer to regular full and part time classified employees represented by the association in the bargaining unit.
- 1-28** A classified employee shall be regarded as a probationary employee during the first twelve (12) calendar months of employment in the district.
- 1-29** 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 and complete the duties of Head Custodian as future day custodian vacancies become available. (8/10/17)
- 1-30** The “Pool Maintenance” is a special classification with the use of safety equipment and the ability to swim a requirement. This position will be on E on the classified salary schedule (07/01/21).
- 1-31** The term **BUSINESS DAY** shall be defined as District 70s official days of operation, currently defined Monday through Thursday.
- 1-32** The term **CONTRACT YEAR** shall be defined for twelve (12) months.
- Classified employees shall be July 1 - June 30. The contract year for all other employees under this negotiated agreement shall be August 1-July 31. (2/23/24)
- 1-33** End of Service is defined as those teachers or classified employees who have completed their contract/work agreement and are not returning the next school year due to resignation or retirement and have notified the District prior to June 1. This does not include employees who are terminated, resign, or retire without completing their contracted days with the district. (6/2025)

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, sex, sexual orientation, gender identity/expression, marital status, religion, national origin, age, disability, genetic information, pregnancy or childbirth status, handicap, lack of English or language skills, or other status protected by law, membership or non-membership, or participation or non-participation in the activities of, any teacher or classified employee organization. (8/23/23)
- 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 employees, 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 website 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, workday, 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 District agrees, subject to the provisions of 4-1-1.1 through 4-1-1.3, to deduct from the salaries of Association Members the amount OF dues in the National Education Association, and the Colorado Education Association and Pueblo County Education Association certified annually. The District agrees to deduct the amount of dues in twelve (12) equal installments during the months of September through August and to transmit all such monies to the Association on a regular monthly basis with a list of all members and the amount deducted from their pay. (7/2018, 6/2021)
- 4-1-1.1** Payroll deductions for association dues shall be made for Members of PCEA unless written notification by a PCEA certified or classified member, to the association, is made between August 8 and September 8 of each year, in the form of a 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, assignment, and school. The certified letter must state the member wishes to cancel their membership in PCEA, CEA, and NEA. 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 employees of this provision in notices concerning this and other information through digital communication to teachers and classified employees with July contracts and letters of employment and provided thereafter to teachers and classified employees hired prior to September 1.
 - 4-1-1.2a** 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

4-1-1.2b The Association shall be granted time during new Employee orientation to meet with new Classified Employees. 2016

4-1-1.2c New teachers hired after New Orientation and all new classified employees shall be given an informational packet regarding the Association by the Department of Human Resources.

4-1-1.2d Certified and classified employees may join the Association at any point in the year by completing a membership form. Such forms are available at the Pueblo County Education Association, 511 West 29th Street, Suite C, Pueblo, CO 81008 (719)543-1826. (7/2018)

4-1-1.3 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 10th 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. The form may be accepted electronically. Such forms shall remain in effect during the employment of the member until such time as revoked by the member. (6/2021)

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 employees 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 email, 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 shall begin no later than twenty (20) days after September 1 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 (20) days after September 1 of each year this Agreement is in force. Subsequent sessions will be scheduled with mutual consent until tentative agreements have been reached on all matters or until impasse has been declared by either party. Negotiations shall be completed before the second meeting of the Board of Education in June. Other dates may be mutually agreed upon, using the IBS process. (8/2017) (9/2023)

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 with Proposition 104, requirements of Colorado's Open Meetings 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 the 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 August, 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. (05-2024)

7-1-1.2 Classified employees that are working 12 months and have a 12-month contract will receive (13) annual leave days.

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.

7-1-2.2 Donating Days by any District Employee- Employee to employee:

- An employee may receive up to 30 days from fellow employees annually.
- The donating employee is to send this form to the Association President or to Personnel Services. Email is the best way to send in your day(s).
- The receiving employee must have exhausted all their accumulated annual and vacation leave.
- Medical Certification of the receiving employee is required.
- Employees are allowed to donate 10 days annually.
- Allow 5 days processing by Association President.
- Personnel Services must receive this form by the 10th of the month to be processed on the monthly payroll.

Donated days will only be deducted from the donating employee if they are used by the receiving employee.

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 up to \$40,000 for certified employees and \$ 50,000 for administrative employees. (11/15) (4/27/2017) (5/8/2017).

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 ~~100~~) days. (7/2017)

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** If a person is currently a classified employee of District 70, and will be student teaching in District 70, the classified employee will be paid their current classified salary and benefits while student teaching, by utilizing their accumulated annual leave. During this time, the employee will not lose their seniority with District 70. Dependent upon the need for annual days following the student teaching assignment, up to 11 annual leave days may be reinstated. This is contingent upon the employee's university's policy for student teaching. (11-22)(7-2-2024)

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. 2016
- 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-l-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. The position of Full Time Release President shall be classified as a TOSA position. The TOSA position shall be granted 10 additional days.
- 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 medical leave for a period of more than eighty (80) workdays 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. (03-2024)
- 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 eighty (80) workdays 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. (03-2024)

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. District 70 employees eligible for annual leave are eligible to participate in the sick bank. (2014)(1/2025)

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 annual and vacation leave before they are eligible for sick leave bank benefits. (04/2024)(9/2024)

7-10-5.2 Sick leave can be withdrawn from the bank for leave that is authorized pursuant to any Local, State, or Federal statute that may be applicable.

7-10-5.2a 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.

7-10-5.2b 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;

- If the requested FMLA leave is because of a military-related qualifying exigency, the district may require the employee to provide supporting documentation of such exigency. (03-2024)
- 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 30 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. If the leave changes from the original FMLA paperwork, the employee may report to the Superintendent or designee on his or her leave status and intention to return to work.
- 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.

7-13 COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE

7-13-1 Pueblo School District 70 has voted to opt out of FAMLi. Employees of District 70 still have the right to voluntarily self-elect coverage.

7-13-2 Starting January 1, 2024, District employees will be able to self-elect to participate in the Paid Family and Medical Leave Insurance (FAMLI) Program. Additional information may be obtained by going to <https://famli.colorado.gov/employers/my-famli-employer>.

7-13-3 The qualifying conditions for the FAMLI program are: Caring for a new child during the first year after the birth, adoption, or foster care placement of that child, caring for a family member with the serious health condition, caring for your own serious health condition, making arrangements for a family member's military deployment, or obtaining safe housing, care, and/or legal assistance in response to domestic violence, stalking, sexual assault, or sexual abuse.

7-13-4 Because FAMLi is self-selected coverage, the individual employee is responsible for filing wage data and submitting the premium of 0.45% of the individual employee's wages according to the directions on the website above. The employee must commit to participating in the program for 3 consecutive years.

7-13-5 Employees who voluntarily select FAMLi coverage, are entitled to up to twelve (12) weeks of paid family and medical leave per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications are entitled up to four (4) more weeks of paid family and medical leave per year for a total of sixteen (16) weeks.

7-13-5.1 FAMLi leave may run concurrently with the federal FMLA, if FAMLi leave is used for a reason that also qualifies as leave under FMLA. Employees may choose to use sick leave or other employer-provided paid time off before using FAMLi benefits, but they are not required to do so. As long as mutually agreed upon with the Superintendent or their designee, you may supplement your FAMLi benefit payments with sick leave or other paid time off in order to receive full wage replacement.

7-13-6 No educator shall be discriminated against or retaliated against for accessing FAMLi leave in accordance with state law.

7-14 Staff Military Leave

Under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA)

7-14-1 Annual military leave: An employee who as a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during the school year shall be granted military leave with a right of reinstatement in accordance with state and federal law.

The employee shall receive full salary and benefits during such leave up to a maximum of 15 calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

An employee who is required by the state or federal government to continue military service beyond the time for which leave with pay is allowed, shall be granted a leave of absence without pay for all such additional service.

7-14-2 Notice of military service: An employee taking leave under this policy shall provide written or oral notice, as far in advance as possible, of pending military service. Employees on military leave resulting in absence of more than 30 days shall forward a copy of their military orders to the superintendent or designee.

7-14-3 Reinstatement after service: Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which he or she would have received had leave not been taken subject to the following conditions:

7-14-3.1 The school district's circumstances have not changed to such a degree that reinstatement would cause an undue hardship on the district or make reinstatement impossible or unreasonable, including that position has been abolished;

7-14-3.2 The employee is not physically or mentally disabled from performing the duties of the position except that the school district shall make reasonable accommodation required under federal and state law, including for any disability incurred or aggravated during military service;

7-14-3.3 The employee submits an honorable discharge or other form of release indicating that his military service was satisfactory;

7-14-3.4 The employee notifies the district of intent to return to work and returns to work within the time period set out in law.

7-14-3.5 Upon reinstatement, the employee shall have the same rights with respect to accrued and future vacation, sick leave, public retirement benefits and other benefits as if he or she actually had been actively employed during the time of such leave. (9/24/2024)

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 Pre-K will be required to attend New Teacher Orientation

8-1-2 Pre-K staff will receive training on the adopted curriculums, assessments, student data system, and UPK Rules and Regulations. (05-2024)

8-1-3 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

7:40 a.m. – 3:05 p.m. Student Day (6/22)

Pre-K Day

- 7:15 - 7:35 Work time

- 7:35 - 7:40 - Student sign-in

- 7:40 - 10:45: AM Pre-K
- 10:50 - 12:00: 30-Minute Lunch/40-Minute Plan
- 12:00-3:05 PM: Pre-K
- 3:05- 3:15 - Student sign-out
- 3:15 - 3:45: Work Time (05-2024)

The change in elementary student day is the result of CDE rules for instructional hours and student testing days. Elementary shall retain three (3) literacy testing days in the calendar. Middle school shall retain two (2) literacy testing days with no change to the middle school student day. The District shall continue to collaborate with teachers to address these changes for future years. (6/22)

- 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)

- 8-3-4** Pre-K Directors will schedule a beginning and end of year parent-director conference for all students in conjunction with 1st and 3rd TS Gold Checkpoints as required by the Colorado Department of Early Childhood (CDEC). An additional parent-director conference will be scheduled in conjunction with the midyear checkpoint to review academic progress as needed for specific students. The three dates will be shared with building principals annually every August. (05-2024)

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

- 8-4-2** Half time at the Secondary level is an average of 4.5 hours per day including preparation time.

- 8-4-3** Half-time teachers shall be compensated \$35.00 per hour for teaching beyond their contracted time (See 9-2-1) (2/22)

- 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 2080 hours; 10-month Secretaries 1600 hours; 11-month Secretaries 1800 hours; Instructional Aides, Security Guards, Library Technicians, Nurse Assistance, and Paraprofessionals shall work the student contact year with four (4) additional staff development days. (06/2006)(7/1/23)

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.

8-5-2 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 7.5 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. The hours ordinarily will not be reduced during the school year. (11/2024)

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

Aides

*Reading Support
*Multi-sensory Background

- | | |
|----------------------------|---------------------------------|
| *Tube Feeding/Regular | *Standards Awareness |
| *Feeding Issues | *Math Strategies |
| *Behavior Management | *IEP Process Review |
| *CPR | *Personal Hygiene |
| *Medication Administration | *Assessment Review |
| *Medicaid Documentation | *Documentation Discussion |
| *First Aid | *Dealing With Frustrated Adults |
| *Communication Devices | *Crisis Intervention Procedures |
| *Aspirating | |
| *Movement Strategies | |

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 the 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 the 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 1-26, are required to work their full shift in order to be compensated for the two additional hours. (3/30/23)

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)

8-6-3.1 Nutrition Services Employees will report as follows:

- All Kitchen Managers and Assistant Kitchen Managers will arrive to work according to their normal scheduled time. Kitchen Managers and

Assistant Kitchen Managers will be compensated for the two additional hours.

- Satellite leaders will report at 8:00 AM and will be compensated 30 minutes of additional pay.
- Carryouts will report at 7:30 AM and will be compensated for 1.5 hours of additional pay.
- Cooks and Nutrition Assistants will report by 9:00 AM, or at their normal hours whichever is later. They will not be compensated any additional hours. (03/30/2023)

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)

8-11 Overtime for classified employees shall be divided on a rotational basis among employees within each classification at each work site or within each department. The Principal, Supervisor, or his/her designee will develop an assignment schedule that rotates overtime or compensatory assignments in a fair and equitable manner. Should an employee not accept the overtime assignment, the next employee on the rotation shall be notified of the overtime. Should an emergency arise prohibiting the employee from working the overtime shift, the Principal, Supervisor, or Designee shall be notified as soon as possible.

8-11-1 Overtime, requested by the employee's principal, or designee, is defined as hours physically worked beyond forty (40) hours in one week. 3/19

8-11-2 Emergency/call-out overtime, requested by the employee's principal, supervisor, or designee, is defined as any hours worked in one week in excess forty (40) hours, inclusive of vacation or annual leave within that week. 3/19

8-11-3 An employee may submit a written request to be removed from the overtime rotation list. 8/2018

8-12 Increase the tool allotment from 15.00 per month to \$30.00 per month to all applicable employees. The said allowance can roll over each month for the total fiscal year implied but not to the following fiscal year, resulting in a balance of (0) zero June 30.

8-13 The following conditions shall apply for any “period” added to the established 7-day period day, at the secondary level: (MOU, 2016)

- 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”

8-14 Effective February 1, 2016 with regard to 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.

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 thirty-five dollars (\$35.00) per hour. This language will go into effect on December 1, 2021. (10/21)
- 9-2-2** Schedules will be flexible in order to accommodate the best testing environment for students during semester finals and during required State testing windows. Teachers may have the required preparation minutes (160) per week, rather than forty (40) minutes per day. (11/04/24)
- 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 workdays" 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- the District will contribute \$542.34 per month for single employee for each month worked for the monthly premiums, \$674.41 per month for employee + spouse, employee + children, or 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. (8/14) (8/2023)
- Health Insurance Full Time Classified Employee** – the District will contribute \$542.34 per month for single employee for each month worked for the monthly premiums, \$674.41 per month for employee + spouse, employee + children, or 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) (8/2023)
- Health Insurance 10 month** – Full Time Classified Employee-Effectuated, the District will contribute \$572.12 per month for single employee for each month worked for the monthly premiums and \$748.84 per month for employee + spouse, employee + children, or 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) (8/2023)
- 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 -**
- 10-7-1** For employees who are participating in the district's health benefits program, final health benefits payment will be processed with the June check. (06/25)
- 10-7-2** 11-month and 12-month employees working July 1 - June 30, would have the final payout in June and their health benefits will end June 30th (with the last health benefits payment withheld in May). (06/25)
- 10-7-3** All other employees working Aug 1- July 31- would have the final payout in July and their health benefits will end July 31 (with the last health benefits payment withheld in June). (06/25)
- 10-7-4** Employees may make a request in writing to payroll by June 10th to have their final payout in [June](#). Payout would include remaining salary and buyout of annual leave and/or unused vacation (if the employee qualifies). (06/25).
- 10-8 Employee Assistance Program (EAP)** - Effective May 7, 2021 to support employee mental health the District will continue to fund the district's EAP program. The district will provide each employee and their immediate family up to five paid sessions in a 12-month period. The Director of Finance shall determine the source of funding and logistics of the program. (5/21)

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 no 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. 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.
- 11-9** 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.
- 11-10** 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.

- 11-11** 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.
- 11-12** The administration shall screen qualified applicants and make final recommendations to the Board.
- 11-13** 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.
- 11-14** The Association shall be notified of all vacancies when they occur or become known.
- 11-15** Involuntary transfers of employees between buildings will occur as a last resort, will be made in good faith and will not be arbitrary.
- 11-16** Involuntary transfers may occur for the following reasons:
- * Program Needs
 - * Conflicts between personnel in the building

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. 1/18

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.

11-16-2 Request for voluntary transfer.

Between January 18 and August 8 of a school year, teachers may request a voluntary Transfer. Should a teacher wish to be considered for a transfer, he/she must complete the voluntary transfer form available through the Department of Personnel Services. This form shall enable the teacher to request specific school or areas for transfer. The transfer request shall expire January 1 of the following year. Only teachers licensed or highly qualified in the area of transfer shall be considered for a voluntary transfer. Teachers who complete the transfer request shall be notified of an opening in the requested area. Teachers must complete the internal application process to be considered for the opening. 1/18

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 five (5) business days. Said notice shall contain the following information: (2/2023)

- 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:

- a. Personnel Services will forward a list of all qualified internal and external applicants who meet the posting deadline.
- b. The interview committee will interview all qualified internal applicants. The interview committee will also interview all qualified external candidates as selected by the administrator or supervisor.
- c. The interview committee will be involved in the development and selection of the interview questions. (Reference MOU for Interview Question Bank).
- 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. (2/2023)

11-19-1.1 Due to teacher shortages and unfilled positions; the District and PCEA agree to the following agreement:

- 1. The District can offer Letters of Employment at Career Fairs attended by a team which may include the Human Resources Department, Principals, Certified Staff, or Administrative Staff for vacant positions. When at all possible, all categories of staff listed above shall be included.
- 2. The offering of Letters of Employment shall not waive posting and hiring language for internal candidates (Article 11 of the Negotiated

Agreement). Open positions shall be internally posted per Article 11-7, 11-9, and 11-10. Nothing in this agreement shall prevent internal applicants from applying for positions open in the district.

3. Placement of teachers hired with a Letter of Employment shall occur after internal postings and interviews.
4. Placement of teachers hired under a Letter of Employment shall be made at the discretion of the Superintendent and the Human Resources Department thus waiving the requirements under Mutual Consent. (2/2023)

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)Article

11-19-3 When the PCEA President, the Association Representative, the immediate Supervisor and the Human Resource Director mutually agree on a District employee who is the single applicant for a District posting, the interview team does not need to be convened. That process can be handled through a meet and confer process. (9/18)

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 11-20 and upon the approval of the Superintendent, or designee, and the supervisor. Any administrative transfer may be effectuated pursuant to this Article 11-20 and upon the approval of the Superintendent, or designee, and the supervisor. Any administrative transfer made pursuant to this Article 11-20 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 11-20 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 four (4) consecutive working days (or consecutive 40 hours), 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-fifth day (or 41st hour of work) day of assignment to such position. (4/18)
- 11-22** Any position will be designated as hard to fill if the posting renders three or fewer highly qualified external candidates. In accordance with SB 191, "Candidates, who have obtained non probationary status, can bring their portability to District 70 if the teacher has received Effective or higher ratings in the two years prior and the teacher provides District 70 evidence of his/her effectiveness ratings through his/her measures of student learning and performance evaluations." (5/2023)

ARTICLE 12 - Teacher and Classified Employees Rights

12.1 Disciplinary Action Process

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 the personnel file at the 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 Right to Representation

Employees shall have the right to request and be given the opportunity for representation during any investigatory interview or meeting that may reasonably be considered to lead to disciplinary action. This representative shall be chosen by the employee but must be an employee of the district or a representative of the union, such as the UniServ Director or Association Representative, in meetings with school or District Administration.(05/25)

12.3 Notification of Complaints or Allegations

Employees shall be promptly informed of any complaints or allegations made against them that may lead to disciplinary action. This notification shall include:

- A. When a complaint is made against an employee, the immediate supervisor/administrator will notify the employee within three (3) business days.
 - a. The supervisor/administrator will consider the seriousness of the complaint and will either attempt to resolve the complaint informally or determine if further investigation is warranted.
 - b. If further investigation is warranted, a meeting will be held and the employee will receive written documentation within ten (10) business days of the initial complaint. The written documentation will include:
 - i. A detailed description of the complaint or allegation
 - ii. The identity of the complainant(s), unless prohibited by law
 - iii. Any evidence or documentation related to the complaint or allegation
 - c. If the complaint is supported by factual evidence and any record of the complaint and/or its formal or informal resolution is placed in the employee's building level file or personnel file the employee will have ten (10) business days to respond in writing. BOE Policy Reference: GBK, KE, KEF, AC

- d. When reasonably possible, the District and the administration will afford the employee and the association 24 hour notice, and brief description of the purpose of the meeting. (05/25)

12.4 Title IX Complaints

All Title IX Complaints and/or investigations will follow Board Policy ACR-3 in compliance with Federal Rules and Regulations. (05/25)

12.5 Meeting Duration and Completion

Initial meeting must be completed within two (2) business days of its commencement, unless the district and association mutually agree. (05/25)

12.6 Protected Activities

The District and the employees have the right to engage in activities as regulated by the 7 CCR 1103-17, the PROPWA regulations. (05/25)

12.7 Confidentiality

All investigatory and disciplinary meetings shall be conducted in a private setting to maintain confidentiality.

When placing an employee on administrative leave, efforts will be made to protect their dignity. If immediate removal is required, it will be handled discreetly to minimize disruption.(05/25)

12.8 Record Keeping

Employees shall have the right to receive and respond to any documentation related to investigatory or disciplinary meetings before such documentation is placed in their personnel file per CRS 8-2-129. Employee responses should be received within ten (10) days.

- a. 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 a file at the teacher's or classified employee's own expense.
- b. 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.
- c. 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.(05/25)

12.9 Administrative Flexibility and Special Circumstances

- a. In the event of unforeseen circumstances or emergencies, administrators may need to conduct meetings with less than the standard notice period. In such cases, the administrator must document the reason for the urgency and make every effort to accommodate the employee's right to representation.
- b. Once a meeting is scheduled in accordance with the provisions of this Article, all parties must make every effort to keep the meeting as scheduled. Cancellations or rescheduling should only occur in exceptional circumstances and with the agreement of all parties involved.
- c. In cases where law enforcement is involved or where there is a larger investigation beyond the scope of standard disciplinary procedures, the timeline provisions of this Article may be waived.
- d. The employee, if being questioned by law enforcement, has the right to request legal representation. The employee retains the right to request representation and a brief recess to confer with their representative before the meeting proceeds.(05/25)

12-10 The parties recognize that the First Amendment to the Constitution of the United States guarantees academic freedom to teachers, which includes the right to teach and discuss various facts, ideas, and points of view in the classroom. However, the final responsibility for the determination of curriculum and course study content shall rest with the Board of Education. Teachers shall have the right to exercise their professional judgment in presenting and discussing material related to the Colorado Content Standards and the adopted curriculum, provided that such material is appropriate for the age and maturity of the students and does not involve advocacy or proselytizing for any particular point of view or position.(05/25)

12-11 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. (05/25)

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 canceling 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 canceled 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 canceled 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** Any non-probationary teacher whose employment contract is canceled pursuant to this Article shall have the right to grieve such cancellation as provided for in Article 6-1 above.

- 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 canceled; 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 canceled 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 canceled, 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 canceled 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 canceled 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 workforce, 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 workforce 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.

14-1-1 Any employee being evaluated by a TOSA/Dean of Students will be assigned a secondary evaluator who is an administrator. (2/2023)

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 classified employee shall be evaluated once during their probationary period and on a three (3) year cycle thereafter. (9/2023)

14-5 A classified employee shall be notified by the Principal/Supervisor no later than May 15 that they will be placed on a formative evaluation cycle for the following school year. The reason for further evaluation will be stated in the recommendation section of the current evaluation instrument. (2/08) (9/2023)

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.

14-8 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](#)

15-1 The District and Association shall establish the Article 15 Committee. The Article 15 Committee shall meet at least twice per year for the purposes of reviewing salary schedules and activities/stipend requests.

15-1-1 The Committee shall consist of: (Full or Part-time district employees only)

- A mix of Representatives chosen by the Administration and Association (50/50)
- At least 3 athletic (CHSAA) coaches (various seasons and regions)
- At least 3 activity sponsors (one from each level elem, middle, high school)
- At least 1 Academy teacher
- The District Athletic/Activities Director, or designee (no term limit)
- The Association President, or designee (no term limit)
- Building Level Activities/Athletic Director- middle and high school
- One Elementary Principal
- A representative from District Finance office (no term limit)
- Assistant Superintendent will sit on the committee in a nonvoting capacity. (no term limit)

15-1-2 The committee will be limited to 15 or fewer members. It is recommended that members of the committee serve not more than 4 years.

15-2 Principals, Directors, and/or instructors wishing to create a supplemental position on pay grades 1-11 on the Article 15 salary schedule, shall submit an application to the Article 15 Committee by January 15th. If approved, supplemental pay will begin the following school year.

15-2-1 The application shall include the following:

- Statement of club/activity/sponsor/extra duty purpose
- Description of the club or organization
 - Duration of the season/activity
 - List of competitions, performances, or other demonstrations by students
 - Meeting/practice times with students
 - Any information the sponsor/principal deems necessary
- By-laws for the club or activity (if applicable)
 - State/National Organization Affiliation
- Availability of funds to support the Stipend (grants, fundraisers, etc)
- Names and Signatures of club or activity sponsor and principal, director.

15-3 Upon submission of a written application for supplemental position, the Article 15 Committee shall convene to review the application. The principal/ instructor/ sponsor shall be invited to answer questions, discuss specifics, or share other pertinent information. The Article 15 Committee shall decide upon placement on the Article 15 Salary Schedule. The decision of pay placement shall be based upon the requirements listed in 15-2. Decisions of the committee will be based upon consensus as used in the IBS process. Committee shall submit a recommendation to the Negotiations Team for approval. Committee recommendations need to be submitted to the Negotiations Committee by March 1st annually.

15-3-1 Any new CHSAA sanctioned activity, that is approved by the Board of Education, will automatically be referred to the Article 15 committee for placement on the extra duty schedule.

15-4 Each fiscal year, an amount of supplemental stipends, for District 70 staff, shall be set aside for funding additional building activities. These activities will be paid at pay grade 15 on the Article 15 salary schedule. These activities will function on a year-to-year basis (no steps), unless they are placed on pay grades 1-11 on the Article 15 salary schedule. Each school will receive no fewer than three (3) stipends per school based upon funding. Stipends will be based at pay grade 15.

15-4-1 The **annual** process by which the Grade 15 activities will be recognized is as follows:

15-4-1.1 Building level postings will open on the first day of the instructional calendar until September 15th.(HR will create a generic job description to be sent to all principals at the beginning of the year)

15-4-1.2 Annual Application Process General Requirements

- o Description of activity to include duration, meeting schedule and estimated participants
- o Cannot be student led (would violate board policy)
- o Name of sponsor who will also be applying for the stipend.
- o Should be tied to a form of enrichment that is connected to a curriculum or program. (curriculum could be academic or social/emotional)

15-4-1.3 Applications for the activity need to be reviewed and approved by the school committee by October 1st annually.

- The school committee should consist of members of the association and building administration.

15-5 JROTC language

JROTC stipend, on Grade 1 of the Article 15 Salary Schedule, shall be granted to each high school.

- The appropriate number of JROTC Instructors will be determined as per the US Army regulations:
- The JROTC Program offers 2 of the 3 JROTC Programs: Drill Team, Raider Team and Rifle Team

- The instructor maintains lettering requirements for student's participation in JROTC Programs
- The instructor maintains participation in at least 10 events Program per school year (1/18) (3/2024)

15-6 Article 15 Supplemental Salary Schedule

All contracts are offered on an annual basis. Contracts may be continued over multiple years unless notified by the supervisor. Link to salary Schedule

15-6-1 Supplemental salaries will be paid over 12 months for year long activities and over the course of the season (3 months) for fall, winter and spring.

15-6-2 The annual allotment of pay grade 15 supplemental salaries will be published on the Article 15 Supplemental Salary Schedule. These will be paid over 12 months.

15-6-3 Pueblo School District 70: Activity Equations when transitioning positions.

1. Middle School Assistant Activity One to Middle School Assistant Activity Two = 1 year credit
2. Middle School Head Activity One to Middle School Head Activity Two = 1 year credit
3. Middle School Assistant Activity to Middle School Head Activity = .5 year credit
4. Middle School Head Activity to High School Head/Assistant Activity = .5 per year credit
5. High School Head Activity One to High School Head Activity Two = 1 year credit
6. High School Assistant Activity One to High School Head Same Activity or Different Activity = .5 per year credit
7. High School Activity to Middle School Activity = 1 year credit
8. College Level to High School or Middle School = 1 year credit

**Years are capped at the highest one Activity that you are coaching in the District. (Activity Example: 6 year High School Student Government and 8 year High School Annual. This same person becomes the High School FBLA Sponsor. They would start at the 8 year mark for the FBLA Sponsor.)*

Outside applications will have a maximum for eight (8) years granted by following the above guidelines.

Pueblo School District 70: Athletic Equations when transitioning positions.

1. Middle School Assistant Athletic One to Middle School Assistant Athletic Two = 1 year credit
2. Middle School Assistant Athletic One to Middle School Head Coach Same Athletic or Different Athletic = .5 per year credit (MS Assistant Football for 8 years = MS Head Coach Boys Basketball start step 4 HC)
3. Middle School Head Coach Athletic One to Middle School Assistant Coach Athletic Two = 1 year credit
4. Middle School Head or Assistant to High School Assistant or Head = .5 per year credit
5. High School Assistant Athletic One to High School Assistant Athletic Two = 1 year credit

6. High School Assistant Athletic One to High School Head Coach Same Athletic or Different Activity/Athletic = .5 per year credit
7. High School Head Coach to High School Assistant Coach = 1 year credit
8. High School Head or Assistant Coach to Middle School Head or Assistant Coach = 1 year credit
9. High School Head Coach Athletic to High School Head Coach different Athletic = 1 year credit
10. College Level to High School or Middle School = 1 year credit

**Years are capped at the highest one Athletic that you are coaching in the District. (Athletic Example: 10-year High School Basketball Head Coach and 8-year High School Track & Field Assistant Coach. This same person becomes the High School Track and Field Head Coach. They would start at the 10-year mark for the Track and Field Head Coach.)*

Outside applications will have a maximum for eight (8) years granted by following the above guidelines.

Article 15 Calendar Pay-Out			
Activities/Athletics	High School	Middle School	Elementary School
Academic Coach	12 Months	12 Months	12 Months
Administering Medication	12 Months	12 Months	12 Months
Band	Sept. Oct. Nov.		
Baseball	Mar. Apr. May		
Boys Basketball	Dec. Jan, Feb	Oct. Nov. Dec.	
Boys Golf	Sept. Oct. Nov.		
Boys Lacrosse	Mar. Apr. May		
Boys Soccer	Sept. Oct. Nov.		
Boys Swim	Mar. Apr. May		
Boys Tennis	Sept. Oct. Nov.		
Building Tech Coach	12 Months	12 Months	12 Months
Career & Tech Student Organization Advisor (CTSO)	12 Months	12 Months	12 Months
Cheer	Sept. Oct. Nov. Dec. Jan. Feb.	Sept. Oct. Nov. Dec. Jan. Feb.	
Cross Country	Sept. Oct. Nov.	Sept. Oct. Nov.	
Dance	Sept. Oct. Nov. Dec. Jan. Feb.		
DECA Sponsor	12 Months	12 Months	12 Months
Department Head/Chair	12 Months		
Destination Imagination	12 Months	12 Months	12 Months
Drama	12 Months		

ESports (Fall)	Sept. Oct. Nov.		
ESports (Spring)	Mar. Apr. May		
FBLA Sponsor	12 Months	12 Months	12 Months
FFA Sponsor	12 Months	12 Months	12 Months
Fishing Club Sponsor			
Football	Sept. Oct. Nov.	Sept. Oct. Nov.	
Girls Basketball	Dec. Jan, Feb	Dec. Jan, Feb	
Girls Golf	Mar. Apr. May		
Girls Lacrosse	Mar. Apr. May		
Girls Soccer	Mar. Apr. May		
Girls Swim	Dec. Jan, Feb		
Girls Tennis	Mar. Apr. May		
GT Coordinator	12 Months	12 Months	12 Months
HOSA/MESA/TSA	12 Months	12 Months	12 Months
IB/AP Coordinator	12 Months		
Induction Program Coordinator	12 Months	12 Months	12 Months
Instrumental Music	12 Months	12 Months	12 Months
Journalism/Annual	12 Months		
Journalism/Newspaper	12 Months		
JROTC	12 Months		
Junior Class Sponsor	12 Months		
Knowledge Bowl Coach	12 Months		
Mock Trial Coach	12 Months		
MYP Coordinator	12 Months	12 Months	12 Months
NHS Sponsor	12 Months	12 Months	12 Months
PLC Leader/Mentor	12 Months	12 Months	12 Months
Science Olympiad Coach	12 Months	12 Months	12 Months
Softball	Sept. Oct. Nov.	Sept. Oct. Nov.	
Speech & Debate (Fall)	Sept. Oct. Nov.		
Speech & Debate (Winter	Dec. Jan, Feb		
Student Council Sponsor	12 Months	12 Months	12 Months
Track & Field	Mar. Apr. May	Mar. Apr. May	
Unified Bowling	Sept. Oct. Nov.		
Vocal Music	12 Months	12 Months	12 Months
Volleyball	Sept. Oct. Nov.	Sept. Oct. Nov.	
Wrestling	Dec. Jan, Feb	Dec. Jan, Feb	

ARTICLE 16 –Employee Salary Schedules

[Click here for updated Certified Salary Schedule](#)

[Click here for updated Classified Salary Schedule](#)

[Click here for updated Classified Exempt \(PreK Director\) Salary Schedule](#)

ARTICLE 16 – Employee Salaries

- 16-1** A teacher shall, if eligible, earn one (1) vertical increment each September 1. (12/2017)
- 16-2** 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) (9/2023)
- 16-3** 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. (9/2023)

- 16-4** 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)

- 16-5** 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.

- 16-6** The salary schedule for ten (10) month employees covered by the Agreement shall be effective August 1, through July 31. The salary schedule for twelve (12) month employees covered by the Agreement shall be effective July 1, through June 30. Salary schedules can be viewed on the website by [clicking here](#). (05/2023) (02-2024)
- 16-7** Increment steps shall be granted on the first day of the employee's contract year. The employee must work 40% of the job position's previous contract year, or 80 days, whichever is less, to be granted their increment step increase. As of September 1, 2023, the increment step on the Certified Salary Schedule is \$1417 annually. (6/2023)(2/2024)
- 16-8** An employee's salary shall be prorated over a twelve (12) month period.
- 16-9** A classified employee covered by the Negotiated Agreement shall, if eligible, earn one horizontal increment. Horizontal increments shall be implemented on September 1 and/or February 1. Documentation of eligibility for horizontal increments shall be provided to the District no later than August 15 for September 1, and no later than January 15 for February 1 for such classified employees to be eligible for the horizontal increment on that date. (9/2023)
- 16-10** 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)
- 16-11** 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.
- 16-12** 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 August 15 for September 1, and no later than January 15 for February 1, for such employees to be eligible for the salary educational increments on that date.
- 16-12-1** 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.
- 16-12-2** 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.
- 16-12-3** The following requirements must be met in order for course credits to be used for Salary Increments within the Negotiated Agreement.
- 16-12-3.1** 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.

16-12-3.2 Credits other than those described in No. 1 above will be recognized only if the Superintendent or designee 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. (9/2023)

16-12-3.3 The employee shall submit documentation of the credits on or before August 15 and/or January 15, before the District considers eligibility for salary.

16-13 Extra Duty Pay. Pay for Certified staff will be \$35.00 per hour. Extra Duty programs must be approved by the Superintendent and/or their designee. (10/2021)

16-14 Paraprofessionals, Instructional Aides, and Preschool Lead Teachers holding an authorization to substitute teach will be paid at a rate of \$20.00 for half day, four (4) hours or less, and \$40.00 for a full day in addition to the employee's full salary. This language will go into effect on December 1, 2021. (10/21) (9/2023)

16-15 Work Experience. Work experience for newly hired classified staff will be granted for up to eight (8) years of experience. The work experience credit must be in the area related to the position. Certified staff holding a Bachelor's degree and a Colorado Teacher License (Initial or Professional) will be granted up to Step I based on verified previous teaching experience. Work Experience shall be granted for up to ten (10) years for all new teachers holding a Master's degree placing the new teacher on Step K (11) of the Certified 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 after working a minimum of 89 consecutive days, 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) (6/2022) (9/2023)

16-16 Maintenance and warehouse employees who obtain and maintain a current CDL license shall receive a \$250 stipend. Current copies of such license shall be provided by the employee to the Supervisor of Maintenance and the Personnel Service Department. (4/20/18)

16-17 Building-level secretaries and office aides (who do not receive the \$0.65 training increment) who have been selected and delegated to deliver medication by District Nurses shall receive a \$500 stipend upon completion of delegation of medication training, CPR, and First Aid training. The number of secretaries or office aides delegated to deliver medication to students shall be based on the needs of individual buildings and determined by District 70 Nurses with building principals and the Director of Student Services. (5/21/18)

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 their 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 August 15 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.
- 17-4** Certified 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 Superintendent or their designee. (10/2017) (9/2023)

ARTICLE 18 - Terms of Agreement

- 18-1** This Agreement shall become effective July 1, 2021, shall supersede the Agreement between the parties which was effective July 1, 2019, and shall, subject to the provisions of 18-2 remain in effect until June 30, 2026. (9/2023)
- 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** If the Association and District mutually agree, issues will not be limited for negotiations. (9/2023)

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 can utilize this vacation time as it is accrued. Beginning 12-month employees working less than the entire period shall receive annual vacation benefits on a pro rata basis. The vacation time accrual will be accessible to employees through their iVisions account. (1/2023)

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

19-1-3.1 Earned vacation leave for classified over 40 days accumulated rolls into annual leave. (6/21)

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 fifteen minutes at a time. This change in language will take effect December 1, 2021. (10/21)

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.

Article 20 – SB191 Certified Evaluation and RIF Language

- 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 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 workdays 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 workdays. 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. Panelists' 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

Two (2) weeks prior to the last day of school - 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. (6/21)

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 an 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 workdays 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 Measures of Student Learning rating 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 local assessments Testing for the class.

A class composed 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 reports used for the Summative Evaluation. If local assessments reports are used in the Summative Evaluation, the Director of Instruction or his/ her designee shall be contacted to remove the student's score from local assessment reports. (03/2024)

Appendix A

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. No recording of the group session will be allowed.
15. The guidelines of the Colorado Open Records Act are in effect at all times.
16. All caucuses and planning sessions will be held with the knowledge of both bargaining teams.
17. All comments, questions and suggestions will be respectful, and all parties will be respectful of legitimate questions and concerns
18. Watch body language
19. Assume good intent.
20. Don't be in a hurry.
21. We will be hard on issues, not on people.
22. Authentic and honest communication: listen to understand then speak.
23. Be prepared.
24. Humor is important.
25. These norms are a living document
26. A raised hand indicates the desire to respond to a question. A name card up indicates the desire to add to the conversation or ask a question. A raised hand will be acknowledged out of order while a name card up adds the name to the speaking order.

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70

Transitional Contracts

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following language for transitional contracts (commonly referred to as 110s or 140s).

1. Upon retirement from District 70, employees shall be eligible to obtain a transitional contract. Employees desiring a transitional contract shall make a written request to the Personnel Services Department.
2. The first transitional contract shall be paid at the employee's rate of pay at retirement, minus benefits (health insurance, life insurance, annual leave, vacation leave). The district shall pay the employer contribution to PERA and the employee shall pay the employee contribution to PERA. Letters of employment will include an option for employees to continue Association membership and payroll deduction.
3. Renewal of the transitional contract beyond the first transitional contract shall be at the discretion of the Board of Education and shall be paid at a rate set by the Board of Education. Currently, this is at Certified Salary Schedule Column BA/Cell J for certified and Cell J (Appendix B) for classified employees at their appropriate grade. The figure used for Cell J will not include any educational credits, training, experience, or certification or additional pay beyond Cell J. Exceptions to subsequent transitional contract pay must be Board of Education approved. (6/22)
- 4.

This language shall be in effect for those employees retiring on or after January 1, 2019 and shall be reviewed annually.

August 17, 2018

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70 Financial Settlement 2021/2022

Pueblo County Education Association and Pueblo District 70 agree to the following settlement for 2021/2022:

- Classified
 - Adopt New Classified Salary Schedule:
 - Longevity Steps
 - One time placement on new salary schedule for 21/22 school year
 - Longevity based on the seniority list as outlined in Article 13-13 of the Negotiated Agreement
 - 6 - 10 years = 1 step
 - 11 - 15 years = 2 steps
 - 16+ years = 3 steps
 - Substitute Service Years do not count towards the longevity increments.
 - Longevity steps will be given after placement on the new salary schedule (.52 per Step)
 - Restore lost step from 2020/2021 School Year
 - Step will be given prior to placement on the new salary schedule.
 - Employees who have earned a \$.65 increment for district training shall be grandfathered in. ○ Future employees who earn the SNA Training Level 1 (food service) certification will be granted one step on September 1. Current employees who received this increment will be grandfathered in.
 - Earned vacation leave for classified over 40 days accumulated rolls into annual leave
- Certified
 - Two (2) steps placed on entire salary schedule:
 - 1 Step to restore the lost step from the 2020/2021 School Year.
 - 1 Step for the 2021/2022 School Year.
 - 2% increase calculated on the BA base, added to the entire salary schedule.
 - Horizontal Movement will be granted per Article 16-1 and Article 17 of the Negotiated Agreement.
 - Certified salary schedule will be reformatted to a vertical letter system.
 - \$75 Contribution towards health insurance from Financial Settlement MOU 2019/2020 will be made permanent. Article 10-2 of the Negotiated Agreement shall be updated to include this contribution.
 - New money to the district (ie: student count, federal or state relief) will be prioritized to Student-Based Budgeting for the 2021/22 School Year.

Agreed to on this date ____18____ in __June____ of the year__2021__.

Appendix A

Memorandum of Understanding Between Pueblo County Education Association Financial Settlement 2022/2023

Pueblo County Education Association and Pueblo District 70 agree to the following settlement for 2022/2023 School Year (FY 2023):

- 1) Step movement for 2022/2023. Horizontal movement for eligible employees for 2022/2023.
- 2) District contribution to health insurance shall increase by \$75 per month beginning with employee renewal of insurance in 2022.
 - The District contribution to a Single Plan shall be \$542.35
 - The District contribution to a Family Plan shall be \$674.41
 - The District contribution to 4-day affected Classified Single Plan shall be \$572.12
 - The District contribution to 4-day affected Classified Family Plan shall be \$748.84
- 3) The Certified Salary Schedule shall reflect a 7% increase to the base salary for 2022/2023.
- 4) The Classified Salary Schedules shall reflect a 7% increase in every cell of the Base Pay Column on the salary schedule.
- 5) Restoration of lost steps for all employees as follows:
 - Certified Employees with a seniority date on or before June 30, 2011 shall have two (2) steps restored.
 - Certified Employees with a seniority date between July 1, 2011 and June 30, 2021 shall have one (1) step restored.
 - Classified Employees with a seniority date on or before June 30, 2010 shall have two (2) steps restored.
 - Classified employees with a seniority date between July 1, 2010 to June 30, 2020 shall have one (1) step restored.
 - Restoration of steps shall be based on an employee's current salary schedule.
- 6) The Certified Salary Schedule shall be adjusted to reflect all teacher's salary starting at Step 1 of the certified salary schedule.
 - a) Teachers on an Alternative Colorado Teacher License shall have their salary start on Step 1 of the Certified Salary Schedule. Definition 1-5 shall have "While employed as a teacher in residence, the employee shall remain on Step 1A for two consecutive years or until the licensure is achieved" removed from the Negotiated Agreement. Article 16-2 and 16-3 regarding Type III Emergency Authorization shall be removed from the Negotiated Agreement.
 - b) Certified staff holding a Bachelor's degree and a Colorado Teacher License (Initial or Professional) will be granted up to Step I based on verified previous teaching experience.
 - c) Certified staff holding a Master's degree and a Colorado Teacher License (Initial or Professional) will be granted up to Step K based on verified previous teaching experience.
 - d) Items B and C above replace language in New Employee Years of Experience MOU from March 4, 2022 for Certified Staff. The language for classified experience remains as follows: Work experience for newly hired classified staff will be granted for up to eight (8) years of experience. The work experience credit must be in the area related to the position.
- 7) For the 2023/2024 School Year (FY 2024), new funding to the district shall be prioritized to:

Appendix A

Steps and Horizontal Movement

Increase in School Based Budgeting (SBB) by the higher of CPI or two million dollars (\$2,000,000)

Restoration of remaining lost steps to employees up to 4 steps based on eligibility.

Agreed to on this date in June of the year 2022 between Pueblo County School District 70 Pueblo
County Education Association In the County of Pueblo And the State of Colorado.

Stephanie A. Russell
Personnel Services Director

Amy Spock
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association and Pueblo School District 70

Financial Settlement 2023/2024

Pueblo County Education Association and Pueblo School District 70 agree to the following settlement for 2023/2024 School Year:

1. Step for all employees for the 2023/2024 school year.
2. Horizontal movement for eligible employees for the 2023/2024 school year.
3. The Certified Salary Schedule shall reflect a 5% increase on each cell for the 2023/2024 school year.
4. The Classified Salary Schedules shall reflect \$15/hour Base Pay.
5. Restoration of remaining lost steps to employees, up to 2 steps, based on eligibility from the 2022/2023 Compensation MOU.
6. SBB will be at \$2,000,000.

Agreed to on this date 15 in June of the year 2023 between Pueblo County School District 70 and Pueblo County Education Association in the County of Pueblo And the State of Colorado.


Stephanie A. Russell
Personnel Services Director


Allison Balas
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70 Updated Hard to Fill

Pueblo School District 70 and Pueblo County Education agree to the following update to the MOU: Designation of Hard to Fill from 2015-2016:

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree that once an area of study has been designated as “hard to fill” by the Board of Education, the District can grant up to 100% of the perspective candidate highly qualified teaching or relevant classified experience to be reflected on the teacher’s or classified employee’s salary schedule. A position will be designated as hard to fill if the posting renders three or fewer highly qualified candidates in the identified area(s). Additionally, employees in a hard to fill position may petition the Board of Education for additional years of service not granted at the time of hire. Yearly designations of “hard to fill” areas will be taken to the Board, with consultation of PCEA, but if unforeseen circumstances exist, an emergency declaration can be made on an immediate basis. In accordance with the MOU below, the following areas are designated as “hard to fill” for the 2021-2022 hiring seasons:

- Secondary Science
- Secondary Math
- K-12 Music/Fine Arts
- K-12 ESS
- Industrial Arts/Construction Technology
- Interpreter
- ELL
- Foreign Language
- Sign Language Interpreter
- Mechanical Services Technician

Agreed to on this date ____22__ in __June__ of the year __2021__

Appendix A

Memorandum of Understanding Between Pueblo County Education Association

Pueblo County Education Association and Pueblo District 70 agree to the following staff assignments for the 2022-2023 school year:

In accordance with the MOU below, the following areas are designated as “hard to fill” for the 2022-2023 hiring seasons:

- Secondary Science
- Secondary Math
- Industrial Arts
- Construction Technology
- Business/Marketing
- Engineering
- Agriculture
- Computer Science
- English Language
- Foreign Language
- Speech Language Pathologist/SLPA
- Mechanical Services Technician
- ESS
- Audiologist

Memorandum of Understanding Between Pueblo County Education Association and Pueblo County School District 70 2015-2016 Designation of “Hard to Fill”

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree that 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. A position will be designated as hard to fill if the posting renders three or fewer highly qualified candidates in the identified areas. 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. (Article 11-2-2)

Agreed to on this date 11 in May of the year 2022.

Pueblo County School District 70 _____ Pueblo County Education Association
In the County of Pueblo _____
And the State of Colorado

Stephanie A. Russell
Personnel Services Director

Amy Spock
President PCEA

Memorandum of Understanding
Tentative Agreement
Between Pueblo County Education Association
and Pueblo County School District 70
2023-2024 Designation of "Hard to Fill"

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree that once an area of study has been designated as "hard to fill" ~~by the Board of Education~~, the District can grant up to ~~75-100%~~, **but not less than 75%** of the prospective candidate's highly qualified teaching experience to be reflected on the teachers' salary schedule. ~~Pueblo County Education Association and Pueblo District 70 agree to the following staff assignments for the 2023-2024 school year:~~

~~The following areas are designated as "hard to fill" for the 2023-2024 hiring seasons:~~

- ~~Secondary Science~~
- ~~Secondary Math~~
- ~~Industrial Arts~~
- ~~Construction Technology~~
- ~~Business/Marketing~~
- ~~Engineering~~
- ~~Agriculture~~
- ~~Computer Science~~
- ~~English Language~~
- ~~Foreign Language~~
- ~~Mechanical Services Technician~~
- ~~ESS~~
- ~~School Counselor~~

11-22 Tentative Agreement

~~Any position will be designated as hard to fill if the posting renders three or fewer highly qualified external candidates. In accordance with SB 191, "Candidates, who have obtained non probationary status, can bring their portability to District 70 if the teacher has received Effective or higher ratings in the two years prior and the teacher provides District 70 evidence of his/her effectiveness ratings through his/her measures of student learning and performance evaluations." in the identified areas.~~

~~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. (Article 11-22)~~

Agreed to on this date 17th in May of the year 2023.



Stephanie A. Russell
Personnel Services Director
Pueblo County School District 70
In the County of Pueblo
And the State of Colorado



Allison Balas
President PCEA
Pueblo County Education Association

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70

COPilot CLD Classes for Horizontal Movement

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

Courses that meet the Culturally and Linguistically Diverse Learners/English Learner Professional Development requirement through Colorado Education Association's COPilot Program shall be accepted for horizontal movement without purchasing graduate credit up to 60 hours/4 credits. As of May 21, 2019, the list of these courses are as follows:

"The Boy Who Was Raised as a Dog" Book Study
50 Strategies for Teaching English Language Learners
Academic Conversations: Classroom Talk that Fosters Critical Thinking and Content Understandings
Adapting Social Studies Classes for English Language Learners
Assessing English Language Learners: Bridges to Educational Equity
Behavior as a Form of Communication 101
Being the Change
Beyond Sentence Stems
Brainitz Level 1 Certification: Creating Blended Learning Lessons with Built-in Accountability
Classroom Instruction that Works for English Language Learners
Collaboration & Co-teaching for English Language Learners
Creating Educational Videos to Enhance Student Learning Inside and Outside the Classroom
Cultural Awareness: The Middle of Everywhere
Culturally Responsive Teaching and the Brain
Designing Lessons for English Language Learners
Digging In Deep: Thinking Together about Equity Practices
Distinguishing Language Acquisition from Learning Disabilities
Dive into Inquiry: Amplify Learning and Empower Student Voice
From Ideas to Words: Writing Strategies for English Language Learners
Introduction to Restorative Practices in Education
Lost at School: Why Our Kids with Behavioral Challenges Are Falling Through the Cracks and How We Can Help Them
Making Content Comprehensible for English Learners: The SIOP Model
Pedagogy of the Oppressed Book Study
Personalizing Learning to Keep Students at the Center
Planning for Inquiry in the Writing Workshop
Powerful Vocabulary Instruction for Multilingual Learners
Strategies that Engage: Moving Beyond the Stereotypes of Poverty
Strategies that Work Like Magic: Mastering the Non-Verbals
Supporting English Language Learners in Math Class
Supporting English Learners in the Reading Workshop
The Book Whisperer: Awakening the Inner Reader in Every Child
The Writing Revolution
Understanding Accommodations and Modifications
Using Assessment Data in the Reading Workshop
Who's Doing the Work?: Strategies for CORE Reading Instruction

Appendix A

Working with English Language Learners Service Learning Across Curriculums

Additional Classes as of 4/2021

A Fresh Look at Phonics: Common Causes of Failure and 7 Ingredients for Success

Advocating for English Learners: A Guide for Educators
All Learning Is Social and Emotional: Helping Students Develop Essential Skills for the Classroom and Beyond
Alternatives to Discipline
Application of Language Acquisition for Differentiated & Diverse Learners Basic Phonics for All Students Level 1 Basic Phonics for All Students Level 2 Better Vocabulary Instruction to Increase Reading Comprehension Comprehension Connections: Bridges to Strategic Reading Connecting Formative Assessment to Learning Targets Connecting Through Poems and Podcasts Content Writing for English Learners: Writing Instruction You Can Use Tomorrow! Developing Differentiated Small Group Math Instruction Enhancing Vocabulary Instruction to Improve Academic Success Equipped for Reading Success Flipgrid Advanced Strategies: Elevate Your Teaching Practice Game Changer: Book Access for All Kids Growing Confident, Capable Readers How to Differentiate Instruction in Academically Diverse Classrooms Hybrid Model Teaching - Balancing Successful Online Lessons and In-Person Teaching Integrating STEM and Literacy Using "Novel Engineering" Integrating Universal Design for Learning (UDL) with CLD: Creating a Culturally Responsive Classroom Interactive Virtual Field Trips Know Better, Do Better: Teaching the Foundations So Every Child Can Read Literacy Strategies for the Diverse Classroom Using Edpuzzle How We Can Help Them Maximizing Learning with Meaningful Tech Integration News Literacy: The Keys to Combating Fake News Preparing English Language Learners to be 21st Century Citizens Purposeful Play: A Teacher's Guide to Igniting Deep and Joyful Learning Across the Day Restorative Practices: Part II Social Emotional Learning and the Brain: Strategies to Help Your Students Thrive Standards-based Grading & Teacher Clarity StoryMaking: The Maker Movement Approach to Literacy for Early Learners Teaching English Language Learners Across Content Areas The ELL Teacher's Toolbox Understanding the Science of Foundational Reading Skills Universal Design for Learning (UDL) for Beginners Using Assessment Data in the Reading Workshop Using WIDA'S Can Do Descriptors to Drive Instruction What Every Teacher Should Know about Reading: A Dual Book Study Who Did It First? History Makers Across the Curriculum Writing Instruction and Assessment for English Language Learners

Appendix A

These courses are available through <https://ceacopilot.org/> for members AND non-members of the Colorado Education Association. Any COPilot courses not meeting the CLD requirements shall be accepted for horizontal movement only with the purchase of transcribed graduate level credit.

Updated MOU agreed to on this date ____ 6th ____ in __ August ____ of the year __ 2021 __.
In the County of Pueblo ____
And the State of Colorado

Pueblo County School District 70

Pueblo County Education Association

Stephanie A. Russell
Personnel Services Director

Amy Spock
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo School District 70

COVID MOU 2021/2022

Pueblo County Education Association and Pueblo School District 70 agree to the following COVID-19 protocol:

Pueblo School District 70 will follow Federal, State, and Local Health Department mandates as they pertain to COVID-19.

Agreed to on this date _____ in _____ of the year __2021___. Pueblo County School District 70
_____ Pueblo County Education Association
In the County of Pueblo
And the State of Colorado

SUNSET ON 05-31-2024

Appendix A

Memorandum of Understanding Between Pueblo County Education Association and Pueblo School District 70

Article 15

Pueblo County Education Association and Pueblo School District 70 agree to the following process for Article 15 postings:

- Employees that held a stipend position during the 2019-2020 school year will remain in the stipend position unless the employee resigns from the position or the employer terminates the contract.
- Going forward, all Article 15 positions will be posted when a vacancy occurs.
 - Building level stipends will be posted internally within the building.
 - Coaching positions will be posted on the District 70 website.

Agreed to on this date _____ in _____ of the year _____.

Pueblo County School District 70 Pueblo County Education Association
In the County of Pueblo
And the State of Colorado

Stephanie A. Russell
Personnel Services Director

Amy Spock
President PCEA

Appendix A

Memorandum of Understanding: Coverage of Additional Students

Pueblo School District 70 and Pueblo County Education agree to the following language regarding coverage of students for the remainder of the 2021/22 school year:

Doubling-up of students shall be done only as a last resort and shall be monitored by the District.

Teachers asked to double-up classes by taking additional students shall be paid \$180 (the retired teacher sub rate) for a full-day, \$90 for a half-day, or \$25 per hour not to exceed \$180 per day (the retired teacher sub rate). This language does not apply to loss of planning period pay, which will be \$35 as of December 1, 2021. If a class is split between two teachers, the compensation is split between the two teachers.

Certified staff not assigned to classrooms (including deans, certified or administrative specialists, counselors and administrators) who cover classes will be compensated \$25 per hour not to exceed \$180 per day.

This MOU will go into effect January 3, 2021 and will end at the end of the 2021/22 school year.

Agreed to on this date ____12__ in __November__ of the year __2021__

Pueblo County School District 70
In the County of Pueblo
And the State of Colorado

Pueblo County Education Association

Amy Spock (electronic signature)

Stephanie A. Russell
Personnel Services Director

Amy Spock
President PCEA

SUNSET ON 05-31-2024

Appendix A

Memorandum of Understanding Between Pueblo County Education Association

Pueblo County Education Association and Pueblo District 70 agree to the following salary schedule changes for the 2022-2023 school year:

All current Speech Language Pathologist and Speech Language Pathology Assistants will be given the option of remaining on the Certified Salary Schedule on their current cell or move to the Special Student Services Administrative Salary Schedule in the same cell. This is a one-time option and a decision must be made in writing by September 6, 2022.

All Speech Language Pathologists and Speech Language Pathology Assistants hired for the 2022-2023 school year will be placed on the Special Student Services Administrative Salary Schedule.

Agreed to on this date _____ 31st ____ of ____ Aug _____ in the year ____ 2022 ____.

Pueblo County School District 70 _____ Pueblo County Education Association
In the County of Pueblo _____
And the State of Colorado

Stephanie A Russell

Stephanie A. Russell
Personnel Services Director

Allison L Balas

Allison Balas
President PCEA

Appendix A

Memorandum of Understanding
Between
Pueblo County Education Association
And
Pueblo County School District #70

Snow removal for Beulah School will be completed by the Beulah Custodian. This will include sidewalks, parking lots, and basketball courts. The Grounds and Maintenance department will furnish equipment for snow removal from October through March. The custodian will be trained by Grounds and Maintenance staff to operate all snow removal equipment.

Agreed to on this date 20 in February of the year 2023

Pueblo County School District 70

Pueblo County Education Association

In the County of Pueblo

And the State of Colorado



Stephanie A. Russell

Personnel Services Director



Allison Balas

President PCEA

**Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70**

Compensation for Student Teaching for current Employees

For the 2022-23 school year, Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to waive the language in article 7-3-2 "Academic leave shall be granted without salary or fringe benefits." And the language in 7-3-5.1 regarding converting accumulated personal annual leave to classified academic leave for the single, limited purpose of student teaching assignment."

If a person is currently a classified employee of District 70, and will be student teaching in District 70, the classified employee will be paid their current classified salary and benefits while student teaching, by utilizing their accumulated annual leave. During this time, the employee will not lose their seniority with District 70. Dependent upon the need for annual days following the student teaching assignment, up to 11 annual leave days may be reinstated. This is contingent upon the employee's university's policy for student teaching.

Agreed upon this 8 day of November 2022.

Pueblo County School District 70
In the County of Pueblo
And the State of Colorado


Stephanie A. Russell
Director of Personnel

Pueblo County Education
Association


Allison L. Balas
President PCEA

**Memorandum of Understanding
Between Pueblo County Education Association
and Pueblo County School District 70
Twelve Month Employee Letters of Employment Dates**

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

As of July 1, 2023 all twelve-month Classified employees shall have Letters of Employment dated July 1st through June 30th. All other Classified employees shall have Letters of Employment dated September 1st through August 31st.

Agreed to on this date 30th in May of the year 2023.


Stephanie A. Russell
Personnel Services Director
Pueblo County School District 70
In the County of Pueblo
And the State of Colorado


Allison Balas
President PCEA
Pueblo County Education Association

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo School District 70

Hiring Process 2022-2023

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

The Human Resources department will review the hiring process with Administrators, Supervisors, and PCEA Association Representatives prior to the hiring season.

A bank of interview questions will be created by a committee of PCEA members and representatives from district departments. This bank of questions will be available as a resource to hiring committees as outlined in 11-19-1.

Agreed to on this date 10th in February of the year 2023 between Pueblo County School District 70 and Pueblo County Education Association In the County of Pueblo And the State of Colorado.



Stephanie A. Russell
Personnel Services Director



Allison Balas
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association

Pueblo County Education Association and Pueblo District 70 agree to the following compensation for 2022-2023 school year:

- With the minimum wage increasing on January 1, 2023 to \$13.65/hour, all current employees making an hourly rate below the set minimum wage of \$13.65/hour will be increased to the minimum wage beginning January 1, 2023.

Agreed to on this date 19TH in Dec of the year 2022.

Pueblo County School District 70

Pueblo County Education Association

In the County of Pueblo and the State of Colorado



Stephanie A. Russell
Personnel Services Director



Allison Balas
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association and Pueblo School District 70

Qualified Preschool Director Agreement for 2023-2024

Pueblo County Education Association and Pueblo School District 70 agree to the following for Qualified Preschool Directors for the 2023/2024 School Year:

- 1) Step for all employees for the 2023/2024 school year.
- 2) Horizontal movement for eligible employees for the 2023/2024 school year.
- 3) Restoration of remaining lost steps to employees, up to 2 steps, based on eligibility from the 2022/2023 Compensation MOU.
- 4) Qualified Preschool Directors will receive compensation based on the Classified Compensation settlement for 2023-2024, then be placed on the new Qualified Preschool Director Salary Schedule closest to, but not less than the salary they would have earned for 2023-2024 on the Classified Salary Schedule.
- 5) The Salary Schedule will recognize Preschool Qualified Directors with no degree, Preschool Qualified Directors with an AA degree and Preschool Qualified Directors with a BA degree. **Newly hired** Qualified Preschool Directors without a degree will have two years to obtain their AA degree. The step on the Qualified Preschool Director Salary Schedule will be \$870.
- 6) Once a Preschool Qualified Director earns a teaching license from the Colorado Department of Education, the Director will move to the Certified Salary Schedule at a salary not less than the salary they were earning on the Preschool Qualified Director Salary Schedule.
- 7) Preschool Qualified Directors will be designated as an FLSA exempt employee.
- 8) Preschool Qualified Directors will be contracted and follow Articles 8-1, 8-2, and 8-3 for the contract year and hours.
 - a) 164-day contract
 - b) 8-hours per day
 - c) 7:15-3:45 contract time
 - d) A thirty-minute duty-free lunch
 - e) Forty-minutes of plan time daily
 - f) Included in all duties and meetings as listed in Article 8-3
- 9) Newly hired Preschool Qualified Directors will be required to attend the New Teacher Orientation days as a condition of employment (Article 8-1).
- 10) A new evaluation tool will be developed in conjunction with the District and PCEA based on the Universal Preschool Regulations and the District 70 job description.

Appendix A

11) Qualified Preschool Directors will be evaluated annually.

Agreed to on this date 18TH in July of the year 2023 between Pueblo County School District 70 and Pueblo County Education Association in the County of Pueblo and the State of Colorado.



Stephanie A. Russell
Personnel Services Director



Allison Balas
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70

COPilot CLD Classes for Horizontal Movement

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

Courses that meet the Culturally and Linguistically Diverse Learners/English Learner Professional Development requirement through Colorado Education Association's COPilot Program shall be accepted for horizontal movement without purchasing graduate credit up to 60 hours/4 credits. As of September 9, 2023, the list of these courses are as follows:

Advanced Edpuzzle Skills (30 hours)
Alternatives to Discipline (15 hours)
Application of Language Acquisition for Differentiated & Diverse Learners (30 hours)
Behavior as a Form of Communication 101 (15 hours)
Boom Cards for Engagement and Differentiation (15 hours)
Building Thinking Classrooms in Mathematics (45 hours)
Comprehension Strategies for the Diverse Classroom Using Pear Deck (30 hours)
Creating Educational Videos to Enhance Student Learning Inside and Outside of the Classroom (30 hours)
Culturally and Linguistically Diverse History Makers (30 hours)
Culturally Responsive Teaching and the Brain (15 hours)
Deeper Reading Book Study: How to Help Older Students Read Challenging Texts (15 hours)
Developing Differentiated Small Group Math Instruction (15 hours)
Distinguishing Language Acquisition from Learning Disabilities (15 hours)
Engaging Multilingual Newcomers (30 hours)
Equipped for Reading Success (15 hours)
Going Deeper with Standards-based Grading (30 hours)
Interactive Virtual Field Trips (30 hours)
Let's Talk Math! Math Routines that Foster Reasoning, Thinking, and Student Talk (15 hours)
Literacy Strategies for the Diverse Classroom Using Edpuzzle (30 hours)

Appendix A

Personalizing Learning to Keep Students at the Center (15 hours)
Picture Book Trios: Meeting Needs of Diverse Learners with a Cross-Curricular Approach (30 hours)
Purposeful Play: A Teacher's Guide to Igniting Deep and Joyful Learning Across the Day (15 hours)
Sold a Story: How the Three Cueing System has Failed Readers (15 hours)
Standards-based Grading & Teacher Clarity (30 hours)
Strategies that Engage: Moving Beyond the Stereotypes of Poverty (15 hours)
The Book Whisperer: Awakening the Inner Reader in Every Child (15 hours)
The Boy Who Was Raised as a Dog Book Study (15 hours)
The ELL Teacher's Toolbox (30 hours)
The Playful Classroom: The Power of Play for All Ages (15 hours)
Using Games to Teach K-12 (15 hours)
Using the Lens of MTSS to Support Students with Fidelity (15 hours)
What Every Teacher Should Know about Reading: A Dual Book Study (30 hours)
Why Play Works: Big Changes Start Small (15 hours)

The following courses are no longer offered but can still be used for horizontal movement.

50 Strategies for Teaching English Language Learners
A Fresh Look at Phonics: Common Causes fo Failure and 7 Ingredients for Success (15 hours)
Academic Conversations: Classroom Talk that Fosters Critical Thinking and Content Understandings
Advocating for English Learners: A Guide for Educators
All Learning Is Social and Emotional: Helping Students Develop Essential Skills for the Classroom and Beyond
Assessing English Language Learners: Bridges to Educational Equity
Basic Phonics for All Students Level 1
Basic Phonics for All Students Level 2
Being the Change: Lessons and Strategies to Teach Social Comprehension (15 hours)
Better Vocabulary Instruction to Increase Reading Comprehension (15 hours)
Black History Makers Across The Curriculum
Breaking Down the Wall: Essential Shifts for English Learners' Success (15 hours)
Choice Time: How to Deepen Learning Through Inquiry and Play (15 hours)
Comprehension Connections: Bridges to Strategic Reading (15 hours)
Connecting Formative Assessment to Learning Targets (15 hours)
Connecting Through Poems and Podcasts (15 hours)

Appendix A

Content Writing for English Learners: Writing Instruction You Can Use Tomorrow! (15 hours)
Cultural Awareness: The Middle of Everywhere (15 hours)
Designing Lessons for English Language Learners (15 hours)
Digging In Deep: Thinking Together about Equity Practices (45 hours)
Dive into Inquiry: Amplify Learning and Empower Student Voice
Enhancing Vocabulary Instruction to Improve Academic Success
Everyday Antiracism: Getting Real About Race in School (15 hours)
Flipgrid Advanced Strategies: Elevate Your Teaching Practice (30 hours)
From Ideas to Words: Writing Strategies for English Language Learners (15 hours)
Game Changer: Book Access for All Kids (15 hours)
Grading for Equity: What It Is, Why It Matters, and How It Can Transform Schools and Classrooms (15 hours)
Groundbreaking Guys: History Makers Across the Curriculum
Growing Confident, Capable Readers (15 hours)
How to Differentiate Instruction in Academically Diverse Classrooms
Hybrid Model Teaching - Balancing Successful Online Lessons and In-Person Teaching
Integrating STEM and Literacy Using "Novel Engineering" (30 hours)
Introduction to Restorative Practices in Education (30 hours)
Know Better, Do Better: Teaching the Foundations So Every Child Can Read (15 hours)
Leaders for Just Schools (30 hours)
Listen Hear!: 25 Effective Listening Comprehension Strategies (15 hours)
Lost at School: Why Our Kids with Behavioral Challenges Are Falling Through the Cracks and How We Can Help Them (15 hours)
Making Content Comprehensible for English Learners: The SIOP Model
Maximizing Learning with Meaningful Tech Integration (15 hours)
Music Education for Social Change (15 hours)
News Literacy: The Keys to Combating Fake News (15 hours)
Pedagogy of the Oppressed Book Study (15 hours)
Planning for Inquiry in the Writing Workshop (15 hours)
Powerful Vocabulary Instruction for Multilingual Learners (15 hours)
Preparing English Language Learners to be 21st Century Citizens (15 hours)
Restorative Practices: Part II (15 hours)
Social Emotional Learning and the Brain: Strategies to Help Your Students Thrive (15 hours)
StoryMaking: The Maker Movement Approach to Literacy for Early Learners
Student Accountability with Video Instruction (15 hours)
Supporting English Language Learners in Math Class (15 hours)
Supporting English Learners in the Reading Workshop (15 hours)
Teaching English Language Learners Across Content Areas (15 hours)
The Writing Revolution (15 hours)
Understanding the Science of Foundational Reading Skills (15 hours)

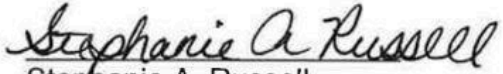
Appendix A

Universal Design for Learning (UDL) for Beginners (15 hours)
Using Assessment Data in the Reading Workshop (15 hours)
Using GoFormative to Act on Live Responses and Track Student Growth (15 hours)
Using WIDA'S Can Do Descriptors to Drive Instruction (15 hours)
What's in Your Library? Evaluating Your Classroom Library for Cultural Sensitivity (30 hours)
White Fragility: Why It's So Hard for People to Talk about Racism (15 hours)
Who Did It First? History Makers Across the Curriculum (30 hours)
Who's Doing the Work?: Strategies for CORE Reading Instruction
Writing Instruction and Assessment for English Language Learners (15 hours)

Updated MOU agreed to on this date 8th in September of the year 2023.
In the County of Pueblo _____
And the State of Colorado _____

Pueblo County School District 70

Pueblo County Education Association


Stephanie A. Russell
Personnel Services Director


Allison Balas
President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association and Pueblo School District 70

Qualified Preschool Director Agreement for 2023-2024

Pueblo County Education Association and Pueblo School District 70 agree to the following for Qualified Preschool Directors for the 2023/2024 School Year:

- 1) Step for all employees for the 2023/2024 school year.
- 2) Horizontal movement for eligible employees for the 2023/2024 school year.
- 3) Restoration of remaining lost steps to employees, up to 2 steps, based on eligibility from the 2022/2023 Compensation MOU.
- 4) Qualified Preschool Directors will receive compensation based on the Classified Compensation settlement for 2023-2024, then be placed on the new Qualified Preschool Director Salary Schedule closest to, but not less than the salary they would have earned for 2023-2024 on the Classified Salary Schedule.
- 5) The Salary Schedule will recognize Preschool Qualified Directors with no degree, Preschool Qualified Directors with an AA degree and Preschool Qualified Directors with a BA degree. Newly hired Qualified Preschool Directors without a degree will have two years to obtain their AA degree. The step on the Qualified Preschool Director Salary Schedule will be \$870.
- 6) Once a Preschool Qualified Director earns a teaching license from the Colorado Department of Education, the Director will move to the Certified Salary Schedule at a salary not less than the salary they were earning on the Preschool Qualified Director Salary Schedule.
- 7) Preschool Qualified Directors will be designated as an FLSA exempt employee.
- 8) Preschool Qualified Directors will be contracted and follow Articles 8-1, 8-2, and 8-3 for the contract year and hours.
 - a) 164-day contract
 - b) 8-hours per day
 - c) 7:15-3:45 contract time
 - d) A thirty-minute duty-free lunch
 - e) Forty-minutes of plan time daily
 - f) Included in all duties and meetings as listed in Article 8-3

Appendix A

- 8-3.2 Pre-K Day
 - 7:15 - 7:35 Work time
 - 7:35 - 7:40 - Student sign-in
 - 7:40 - 10:45: AM Pre-K
 - 10:50 - 12:00: 30-Minute Lunch/40-Minute Plan
 - 12:00-3:05 PM: Pre-K
 - 3:05- 3:15 - Student sign-out
 - 3:15 - 3:45: Work Time
 - 8-3.4 Pre-K Testing and Parent Teacher Conferences
 - Pre-K Directors will schedule a beginning and end of year parent-director conference for all students in conjunction with 1st and 3rd TS Gold Checkpoints as required by the Colorado Department of Early Childhood (CDEC). An additional parent-director conference will be scheduled in conjunction with the midyear checkpoint to review academic progress as needed for specific students. The three dates will be shared with building principals annually every August.
- 9) Newly hired Preschool Qualified Directors will be required to attend the New Teacher Orientation days as a condition of employment (Article 8-1).
- i) 8-1.1 Pre-K will be required to attend New Teacher Orientation
 - ii) 8-1.2 Pre-K staff will receive training on the adopted curriculums, assessments, student data system, and UPK Rules and Regulations.
- 10) A new evaluation tool will be developed in conjunction with the District and PCEA based on the Universal Preschool Regulations and the District 70 job description.
- 11) Qualified Preschool Directors will be evaluated annually.

Agreed to on this date 3 in May of the year 2024 between Pueblo County School District 70 and Pueblo County Education Association in the County of Pueblo and the State of Colorado.


Stephanie A. Russell
Personnel Services Director


Kate Pacheck
Acting President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association

Pueblo County Education Association and Pueblo District 70 agree to the following language for Flexible Finals Schedule, referencing Article 9-2.

WHEREAS, the current contract language regarding final examination schedules has posed challenges for high schools to meet daily plan time requirements during their finals schedules; and

WHEREAS, it is essential to provide flexibility for schools to design final examination schedules that best align with their building and instructional needs while ensuring compliance with contractual obligations;

THEREFORE, it is mutually agreed as follows:

1. Flexibility in Final Examination Schedule: Each high school within the District shall have the authority to collaboratively determine the final examination schedule with their staff for the spring 2024 semester. This flexibility allows for the consolidation of plan time to meet the equivalent of 40 minutes of plan per day, enabling schools to combine it into 80 minutes over two days or 120 minutes over three days.
2. Compliance with Plan Time Requirements: Schools shall ensure that the final examination schedule, as determined collaboratively, meets the equivalent of 40 minutes of daily plan time over the course of the three days. The flexibility provided under this MOU shall enable schools to arrange the final examination schedule in a manner that aligns with their building's needs.
3. Implementation and Review: This MOU shall be effective upon the date of signing and will sunset on June 1, 2024.
4. During the 2024-2025 school year the bargaining team will develop language addressing flexible plan times and meeting the minimum instructional requirements at each level during testing periods, as well as the potential for early release during testing and finals schedules.

Agreed to on this date 11 in May of the year 2024.

Pueblo County School District 70 Pueblo County Education Association
In the County of Pueblo And the State of Colorado


Stephanie A. Russell
Personnel Services Director


Kate Pachek
Acting President PCEA

SUNSET ON 11-2024

Appendix A

Memorandum of Understanding Between Pueblo County Education Association

Pueblo County Education Association and Pueblo District 70 agree to the following language for Revisiting Employee Compensation Package In January 2025.

Purpose:

This Memorandum of Understanding (MOU) is established to outline the agreement between Pueblo County School District 70 and Pueblo County Education Association regarding the revisitation of the employee compensation package in January with the aim of addressing competitive wages and benefits. Both parties commit to engaging in good faith negotiations, aiming to reach an agreement that reflects the financial needs of the employees and the fiscal realities of the district. Both parties acknowledge the hard work and commitment demonstrated during the previous bargaining sessions and express their continued dedication to achieving a fair and competitive compensation package for all employees.

Terms:

1. Revisitation of Compensation Package:

The parties agree to reconvene on January 9th and January 16th to discuss and negotiate the employee compensation package based on the following scenarios:

- **Option 1: Enrollment Increases**
 - If there is an increase in student enrollment of over 100 students, the parties will come back to the table and negotiate how to best spend the additional money for the good of all District 70 stakeholders.
- **Option 2: Mill Levy Passes**
 - Beginning January 1, 2025, we will revisit compensation in order to work towards the goal of the certified base salary moving from \$ 42,500 to \$45,000, classified base salary moving from \$15.38 to \$16.15, pre-school base salary moving from \$34,850 to \$36,600.

2. Financial Transparency:

Prior to the January bargaining sessions, all essential information must be shared between the parties to ensure both sides are equally informed. This information includes, but is not limited to:

- Preliminary June 30, 2024 Financial Audit of District 70 by January 6, 2025
- Actual student count numbers by December 1, 2024
- Excel Print Out of All District 70 employees, name, position, location, funding code and salaries by October 15, 2024
- Increased funding from this enrollment by January 6, 2025
- Financial status and impact of the recently passed Mill Levy Override by December 15, 2024
- Quarterly Financial Reports that are sent to CDE are also sent to PCEA via email as they are sent to CDE and approved by the BOE D70. PCEA recognizes that these are unaudited numbers.

3. Communication:

Regular joint communication and updates will be maintained between both parties to ensure transparency and preparedness leading up to the January sessions.

As the need arises, PCEA will make requests for information through email.

Agreed to on this date _____ in _____ of the year 2024.

Pueblo County School District 70

In the County of Pueblo and the State of Colorado.



Stephanie A. Russell

Personnel Services Director

Pueblo County Education Association



Allison L. Balas

President PCEA

Appendix A

Memorandum of Understanding Between Pueblo County Education Association and Pueblo School District 70

Financial Settlement 2024 - 2025

Pueblo County Education Association and Pueblo School District 70 agree to the following settlement for 2024-2025 School Year:

1. Step for all employees for the 2024 – 2025 school year. Cost of \$1,792,543
2. Horizontal movement for eligible employees for the 2024- 2025 school year. Cost of \$350,000
3. 2.5% on the Base of the Certified, Classified, and Preschool salary schedules. Cost of \$1,183,152.
4. Fund Article 15 Additional Stipends. Cost of \$40,000
5. Fund ten (10) ESSER Positions. Cost of \$445,000
6. Increase to District Transportation by \$200,000.
7. Increase to District Liability Insurance by \$1,000,000.
8. Increase to District Utilities budget by \$200,000.
9. Cut the District Athletic budgets by \$200,000.
10. Cut the District Food Service budget by \$275,000.
11. Create an MOU to revisit compensation in January based on our October student count and potential passing of a Mill Levy Override, working toward reaching CPI.

Agreed to on this date 10th in June of the year 2024 between Pueblo County School District 70 and Pueblo County Education Association in the County of Pueblo and the State of Colorado.


Stephanie A. Russell
Personnel Services Director


Kate Pacheco
Acting President PCEA

Appendix A

Certified Salary 2024-2025

2024-2025 Certified Schedule										
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75/ MA MA	PhD/EdD/ Juris Doctorate
A	42,500	44,028	45,555	47,213	48,741	50,269	51,797	53,326	54,853	57,908
B	43,917	45,445	46,972	48,630	50,158	51,686	53,214	54,743	56,270	59,325
C	45,334	46,862	48,389	50,047	51,575	53,103	54,631	56,160	57,687	60,742
D	46,751	48,279	49,806	51,464	52,992	54,520	56,048	57,577	59,104	62,159
E	48,168	49,696	51,223	52,881	54,409	55,937	57,465	58,994	60,521	63,576
F	49,585	51,113	52,640	54,298	55,826	57,354	58,882	60,411	61,938	64,993
G	51,002	52,530	54,057	55,715	57,243	58,771	60,299	61,828	63,355	66,410
H	52,419	53,947	55,474	57,132	58,660	60,188	61,716	63,245	64,772	67,827
I	53,836	55,364	56,891	58,549	60,077	61,605	63,133	64,662	66,189	69,244
J	55,253	56,781	58,308	59,966	61,494	63,022	64,550	66,079	67,606	70,661
K	56,670	58,198	59,725	61,383	62,911	64,439	65,967	67,496	69,023	72,078
L	58,087	59,615	61,142	62,800	64,328	65,856	67,384	68,913	70,440	73,495
M	59,504	61,032	62,559	64,217	65,745	67,273	68,801	70,330	71,857	74,912
N	60,921	62,449	63,976	65,634	67,162	68,690	70,218	71,747	73,274	76,329
O	62,338	63,866	65,393	67,051	68,579	70,107	71,635	73,164	74,691	77,746
P	63,755	65,283	66,810	68,468	69,996	71,524	73,052	74,581	76,108	79,163
Q	65,172	66,700	68,227	69,885	71,413	72,941	74,469	75,998	77,525	80,580
R	66,589	68,117	69,644	71,302	72,830	74,358	75,886	77,415	78,942	81,997
S	68,006	69,534	71,061	72,719	74,247	75,775	77,303	78,832	80,359	83,414
T	69,423	70,951	72,478	74,136	75,664	77,192	78,720	80,249	81,776	84,831
U	70,840	72,368	73,895	75,553	77,081	78,609	80,137	81,666	83,193	86,248
V	72,257	73,785	75,312	76,970	78,498	80,026	81,554	83,083	84,610	87,665
W	73,674	75,202	76,729	78,387	79,915	81,443	82,971	84,500	86,027	89,082
X	75,091	76,619	78,146	79,804	81,332	82,860	84,388	85,917	87,444	90,499
Y	76,508	78,036	79,563	81,221	82,749	84,277	85,805	87,334	88,861	91,916
Z	77,925	79,453	80,980	82,638	84,166	85,694	87,222	88,751	90,278	93,333
AA	79,342	80,870	82,397	84,055	85,583	87,111	88,639	90,168	91,695	94,750
AB	80,759	82,287	83,814	85,472	87,000	88,528	90,056	91,585	93,112	96,167
AC	82,176	83,704	85,231	86,889	88,417	89,945	91,473	93,002	94,529	97,584
AD	83,593	85,121	86,648	88,306	89,834	91,362	92,890	94,419	95,946	99,001
AE	85,010	86,538	88,065	89,723	91,251	92,779	94,307	95,836	97,363	100,418
AF	86,427	87,955	89,482	91,140	92,668	94,196	95,724	97,253	98,780	101,835
AG	87,844	89,372	90,899	92,557	94,085	95,613	97,141	98,670	100,197	103,252
AH	89,261	90,789	92,316	93,974	95,502	97,030	98,558	100,087	101,614	104,669
AI	90,678	92,206	93,733	95,391	96,919	98,447	99,975	101,504	103,031	106,086
AJ	92,095	93,623	95,150	96,808	98,336	99,864	101,392	102,921	104,448	107,503

Appendix A

Classified Salary Schedules – 2024-2025

2024-2025 Classified Services						
Classified Services	Pay Grade	Base Pay	30 Hrs	60 Hrs	AA Degree	BA Degree
Pay for Hrs/Degree			\$ 0.65	\$ 1.21	\$ 0.75	\$ 1.21
Cummulative Pay increase			\$ 0.65	\$ 1.86	\$ 2.61	\$ 3.82
Nutrition Assistant	A	\$ 15.38	\$ 16.03	\$ 17.24	\$ 17.99	\$ 19.20
Non Certified Library Techs	B	\$ 15.94	\$ 16.59	\$ 17.80	\$ 18.55	\$ 19.76
Aide						
Cook						
Delivery Person						
Day Custodian						
Nurse Assistant	C	\$ 16.50	\$ 17.15	\$ 18.36	\$ 19.11	\$ 20.32
Carryout						
Night Custodian Elementary						
Paraprofessional	D	\$ 17.06	\$ 17.71	\$ 18.92	\$ 19.67	\$ 20.88
Security						
Satellite Leader						
Night Custodian Middle School						
Certified Nurse Assistant						
Stock Clerk/Warehouse	E	\$ 17.62	\$ 18.27	\$ 19.48	\$ 20.23	\$ 21.44
Night Custodian High School						
Certified Library Tech						
Assistant Kitchen Manager						
Pool Maintenance						
Elementary School Secretary						
Property Control Clerk	F	\$ 18.18	\$ 18.83	\$ 20.04	\$ 20.79	\$ 22.00
Head Day Custodian Elementary						
Middle School Secretary						
Brailist						
Head Day Custodian Middle School	G	\$ 18.74	\$ 19.39	\$ 20.60	\$ 21.35	\$ 22.56
High School Secretary						
Head Day Custodian High School	H	\$ 19.30	\$ 19.95	\$ 21.16	\$ 21.91	\$ 23.12
Qualified Preschool Director	I	\$ 19.86	\$ 20.51	\$ 21.72	\$ 22.47	\$ 23.68
Sign Language Interpreter						
Kitchen Manager						
Building/Grounds Maintenance						
Secretary to Supervisor						
Central Office Secretary						
Payroll/Accounting Clerk	J	\$ 20.42	\$ 21.07	\$ 22.28	\$ 23.03	\$ 24.24
Executive Assistant						
HVAC Technician	K	\$ 20.98	\$ 21.63	\$ 22.84	\$ 23.59	\$ 24.80
Mechanical Services Tech						
Plumber						
Locksmith						

2024-2025 Classified Services						
Classified Services	Pay Grade	Base Pay	30 Hrs	60 Hrs	AA Degree	BA Degree
Pay for Hrs/Degree			\$ 0.65	\$ 1.21	\$ 0.75	\$ 1.21
Cummulative Pay increase			\$ 0.65	\$ 1.86	\$ 2.61	\$ 3.82
	L	\$ 21.54	\$ 22.19	\$ 23.40	\$ 24.15	\$ 25.36
*+.50 for night differential	M	\$ 22.10	\$ 22.75	\$ 23.96	\$ 24.71	\$ 25.92
(if shift ends 2am and 5am)	N	\$ 22.66	\$ 23.31	\$ 24.52	\$ 25.27	\$ 26.48
** +.65 Training Grandfathered	O	\$ 23.22	\$ 23.87	\$ 25.08	\$ 25.83	\$ 27.04
9/1/2021	P	\$ 23.78	\$ 24.43	\$ 25.64	\$ 26.39	\$ 27.60
	Q	\$ 24.34	\$ 24.99	\$ 26.20	\$ 26.95	\$ 28.16
**Non-Certified" Food Service	R	\$ 24.90	\$ 25.55	\$ 26.76	\$ 27.51	\$ 28.72
employees who become "Certified"	S	\$ 25.46	\$ 26.11	\$ 27.32	\$ 28.07	\$ 29.28
will receive one additional step to be	T	\$ 26.02	\$ 26.67	\$ 27.88	\$ 28.63	\$ 29.84
granted September 1	U	\$ 26.58	\$ 27.23	\$ 28.44	\$ 29.19	\$ 30.40
	V	\$ 27.14	\$ 27.79	\$ 29.00	\$ 29.75	\$ 30.96
	W	\$ 27.70	\$ 28.35	\$ 29.56	\$ 30.31	\$ 31.52
	X	\$ 28.26	\$ 28.91	\$ 30.12	\$ 30.87	\$ 32.08
	Y	\$ 28.82	\$ 29.47	\$ 30.68	\$ 31.43	\$ 32.64
	Z	\$ 29.38	\$ 30.03	\$ 31.24	\$ 31.99	\$ 33.20
	AA	\$ 29.94	\$ 30.59	\$ 31.80	\$ 32.55	\$ 33.76
	AB	\$ 30.50	\$ 31.15	\$ 32.36	\$ 33.11	\$ 34.32
	AC	\$ 31.06	\$ 31.71	\$ 32.92	\$ 33.67	\$ 34.88
	AD	\$ 31.62	\$ 32.27	\$ 33.48	\$ 34.23	\$ 35.44
	AE	\$ 32.18	\$ 32.83	\$ 34.04	\$ 34.79	\$ 36.00
	AF	\$ 32.74	\$ 33.39	\$ 34.60	\$ 35.35	\$ 36.56
	AG	\$ 33.30	\$ 33.95	\$ 35.16	\$ 35.91	\$ 37.12
	AH	\$ 33.86	\$ 34.51	\$ 35.72	\$ 36.47	\$ 37.68
	AI	\$ 34.42	\$ 35.07	\$ 36.28	\$ 37.03	\$ 38.24
	AJ	\$ 34.98	\$ 35.63	\$ 36.84	\$ 37.59	\$ 38.80
	AK	\$ 35.54	\$ 36.19	\$ 37.40	\$ 38.15	\$ 39.36
	AL	\$ 36.10	\$ 36.75	\$ 37.96	\$ 38.71	\$ 39.92
	AM	\$ 36.66	\$ 37.31	\$ 38.52	\$ 39.27	\$ 40.48
	AN	\$ 37.22	\$ 37.87	\$ 39.08	\$ 39.83	\$ 41.04
	AO	\$ 37.78	\$ 38.43	\$ 39.64	\$ 40.39	\$ 41.60
	AP	\$ 38.34	\$ 38.99	\$ 40.20	\$ 40.95	\$ 42.16
	AQ	\$ 38.90	\$ 39.55	\$ 40.76	\$ 41.51	\$ 42.72

Appendix A

Qualified Preschool Director Salary Schedule 2024-2025

2024-2025 Qualified Preschool Director Salary Schedule			
	No Degree	AA Degree	BA Degree
A	\$ 34,850	\$ 36,350	\$ 37,350
B	\$ 35,720	\$ 37,220	\$ 38,220
C	\$ 36,590	\$ 38,090	\$ 39,090
D	\$ 37,460	\$ 38,960	\$ 39,960
E	\$ 38,330	\$ 39,830	\$ 40,830
F	\$ 39,200	\$ 40,700	\$ 41,700
G	\$ 40,070	\$ 41,570	\$ 42,570
H	\$ 40,940	\$ 42,440	\$ 43,440
I	\$ 41,810	\$ 43,310	\$ 44,310
J	\$ 42,680	\$ 44,180	\$ 45,180
K	\$ 43,550	\$ 45,050	\$ 46,050
L	\$ 44,420	\$ 45,920	\$ 46,920
M	\$ 45,290	\$ 46,790	\$ 47,790
N	\$ 46,160	\$ 47,660	\$ 48,660
O	\$ 47,030	\$ 48,530	\$ 49,530
P	\$ 47,900	\$ 49,400	\$ 50,400
Q	\$ 48,770	\$ 50,270	\$ 51,270
R	\$ 49,640	\$ 51,140	\$ 52,140
S	\$ 50,510	\$ 52,010	\$ 53,010
T	\$ 51,380	\$ 52,880	\$ 53,880
U	\$ 52,250	\$ 53,750	\$ 54,750
V	\$ 53,120	\$ 54,620	\$ 55,620
W	\$ 53,990	\$ 55,490	\$ 56,490
X	\$ 54,860	\$ 56,360	\$ 57,360
Y	\$ 55,730	\$ 57,230	\$ 58,230
Z	\$ 56,600	\$ 58,100	\$ 59,100
AA	\$ 57,470	\$ 58,970	\$ 59,970
AB	\$ 58,340	\$ 59,840	\$ 60,840
AC	\$ 59,210	\$ 60,710	\$ 61,710
AD	\$ 59,230	\$ 61,580	\$ 62,580

Appendix A

Article 15 Salary Schedule - 2024-2025

2024-2025 Article 15 Extra Duty Schedule											
Board Approved -											
All Contracts are offered on an annual basis. Contracts may be continued over multiple years unless notified by the supervisor.											
GRADE	1	2	3	4	5	6	7	8	9	10	11
	Head - High School Basketball Cheerleading Dance Football Hockey Speech & Debate * Track, Combined High School Instrumental Music JROTC ** Academic Coach Athletic Trainer ***	Head - High School Baseball Cross Country Drama Golf Lacrosse Soccer Softball Swimming Tennis Track, Separate Unified Bowling Volleyball Wrestling	Asst. - High School Band Baseball Basketball Cheerleading Dance Football Softball Speech & Debate * Swimming Volleyball	Asst. - High School Cross Country Drama Golf Hockey Lacrosse Soccer Tennis Track Unified Bowling Wrestling High School - Head Vocal Music E-Sports	Middle School Vocal Music Instrumental Music	Head - Middle School Basketball Cheerleading Cross Country Football Softball Track Volleyball Wrestling	Asst. - Middle School Basketball Cross Country Football Softball Track Volleyball Wrestling Asst. Athletic Trainer ***	High School Journalism - Annual ^ Journalism/Newspaper Building Tech Coach Department Head/Chair HOSA/Mesa/ TSA IB/AP Coordinator PLC Leader / Mentor 2nd Yr. Mentor GT Coordinator	Induction Program Coordinator	High School DECA Sponsor FFA Sponsor Journalism - Annual ^^ Student Council Sponsor Elementary Instrumental Music Fishing Club sponsor Knowledge Bowl Coach Mock Trial Coach Science Olympiad Coach	High School FBLA Sponsor NHS Sponsor Career and Tech Stint Organization Advisor (CTSO) Destination Imagination Middle School MYP Coordinator
A	\$ 3,177	\$ 2,574	\$ 2,283	\$ 1,987	\$ 1,487	\$ 1,739	\$ 1,159	\$ 1,191	\$ 1,159	\$ 893	\$ 685
B	\$ 3,309	\$ 2,675	\$ 2,375	\$ 2,066	\$ 1,553	\$ 1,818	\$ 1,211	\$ 1,243	\$ 1,211	\$ 932	\$ 725
C	\$ 3,447	\$ 2,781	\$ 2,472	\$ 2,148	\$ 1,622	\$ 1,900	\$ 1,266	\$ 1,298	\$ 1,266	\$ 974	\$ 765
D	\$ 3,589	\$ 2,892	\$ 2,573	\$ 2,244	\$ 1,695	\$ 1,996	\$ 1,324	\$ 1,356	\$ 1,324	\$ 1,016	\$ 805
E	\$ 3,742	\$ 3,009	\$ 2,679	\$ 2,336	\$ 1,771	\$ 2,088	\$ 1,384	\$ 1,416	\$ 1,384	\$ 1,062	\$ 845
F	\$ 3,901	\$ 3,132	\$ 2,790	\$ 2,432	\$ 1,851	\$ 2,184	\$ 1,447	\$ 1,479	\$ 1,447	\$ 1,110	\$ 885
G	\$ 4,068	\$ 3,261	\$ 2,906	\$ 2,533	\$ 1,934	\$ 2,285	\$ 1,514	\$ 1,546	\$ 1,514	\$ 1,160	\$ 925
H	\$ 4,244	\$ 3,396	\$ 3,029	\$ 2,638	\$ 2,022	\$ 2,390	\$ 1,585	\$ 1,617	\$ 1,585	\$ 1,213	\$ 965
I	\$ 4,428	\$ 3,538	\$ 3,158	\$ 2,748	\$ 2,115	\$ 2,500	\$ 1,658	\$ 1,690	\$ 1,658	\$ 1,268	\$ 1,005
J	\$ 4,618	\$ 3,690	\$ 3,294	\$ 2,866	\$ 2,206	\$ 2,608	\$ 1,729	\$ 1,763	\$ 1,729	\$ 1,323	\$ 1,048
K	\$ 4,809	\$ 3,842	\$ 3,430	\$ 2,984	\$ 2,297	\$ 2,715	\$ 1,801	\$ 1,835	\$ 1,801	\$ 1,377	\$ 1,091
L	\$ 4,999	\$ 3,994	\$ 3,565	\$ 3,102	\$ 2,388	\$ 2,823	\$ 1,872	\$ 1,908	\$ 1,872	\$ 1,432	\$ 1,135
M	\$ 5,190	\$ 4,147	\$ 3,701	\$ 3,221	\$ 2,479	\$ 2,930	\$ 1,943	\$ 1,981	\$ 1,943	\$ 1,486	\$ 1,178
N	\$ 5,380	\$ 4,299	\$ 3,837	\$ 3,339	\$ 2,570	\$ 3,038	\$ 2,014	\$ 2,053	\$ 2,014	\$ 1,541	\$ 1,221
O	\$ 5,570	\$ 4,451	\$ 3,973	\$ 3,457	\$ 2,661	\$ 3,145	\$ 2,086	\$ 2,126	\$ 2,086	\$ 1,595	\$ 1,264
P	\$ 5,761	\$ 4,603	\$ 4,109	\$ 3,575	\$ 2,752	\$ 3,253	\$ 2,157	\$ 2,199	\$ 2,157	\$ 1,650	\$ 1,308
Q	\$ 5,951	\$ 4,755	\$ 4,244	\$ 3,693	\$ 2,843	\$ 3,360	\$ 2,228	\$ 2,271	\$ 2,228	\$ 1,704	\$ 1,351
R	\$ 6,141	\$ 4,907	\$ 4,380	\$ 3,811	\$ 2,934	\$ 3,468	\$ 2,299	\$ 2,344	\$ 2,299	\$ 1,759	\$ 1,394
S	\$ 6,331	\$ 5,059	\$ 4,516	\$ 3,929	\$ 3,025	\$ 3,576	\$ 2,370	\$ 2,417	\$ 2,370	\$ 1,814	\$ 1,437
T	\$ 6,521	\$ 5,211	\$ 4,652	\$ 4,047	\$ 3,116	\$ 3,684	\$ 2,441	\$ 2,490	\$ 2,441	\$ 1,869	\$ 1,480
U	\$ 6,711	\$ 5,363	\$ 4,788	\$ 4,165	\$ 3,207	\$ 3,792	\$ 2,512	\$ 2,563	\$ 2,512	\$ 1,924	\$ 1,523
V	\$ 6,901	\$ 5,515	\$ 4,924	\$ 4,283	\$ 3,298	\$ 3,900	\$ 2,583	\$ 2,636	\$ 2,583	\$ 1,979	\$ 1,566
*Program is (1) coaching position per semester **2 per school ***Per sport season for schools without a full time trainer								GRADE 12 Summer Instructional Committee Work - Ch \$ 199.00 Per Day 12 Summer Instructional Committee Work \$ 132.00 Per Day 12 Teacher w/ Authority to Suspend \$ 526.00 Per Year 12 Junior Class Sponsor Group \$ 600.00 Per School 13 Music, Instrumental - ES *** 3% of Contracted Salary 14 Elementary or Middle School Student Council \$ 600.00 Per School 15 Supplemental School Activity Stipend \$ 600.00 (3 stipends per School)			
								^Hired in this position prior to 9-1-09 ^^Hired in this position on 9-1-09 or after ***Applicable to teachers holding the position as of June 2, 2003.			

Appendix A

Memorandum of Understanding Between Pueblo County Education Association And Pueblo County School District 70

Discussion of Contract Extension

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following language regarding the discussion of extending the Negotiated Agreement.

- Establish a working group with PCEA, D70 Administration, and Board of Education to educate stakeholders of the Negotiated Agreement by collaborating and building relationships over common interests, ie: dinners, presentations, and small group discussions.
- In January 2026, the negotiating team will engage in discussion of the extension of the Negotiated Agreement from July 1, 2026 through June 30, 2031.

Agreed to on this 15th day in May of the year 2025.

Pueblo County School District 70 Pueblo County Education Association
In the County of Pueblo
And the State of Colorado


Stephanie A. Russell
Personnel Services Director


Allison Balas
President PCEA

**Memorandum of Understanding
Between Pueblo County Education Association
And Pueblo County School District 70**

2025-2026 Compensation

Pueblo County Education Association (PCEA) and Pueblo County School District 70 agree to the following language regarding Compensation for the 2025-2026 school year.

- Steps and Lanes will be granted on Certified, Classified, Preschool, and Article 15, salary schedules in accordance with Articles 16 and 17.
- Money budgeted for the Article 15 Supplemental Stipends will be used towards the step on the Article 15 Salary Schedule (\$40,000).
 - **15-4** Each fiscal year, an amount of supplemental stipends, for District 70 staff, shall be set aside for funding additional building activities. These activities will be paid at pay grade 15 on the Article 15 salary schedule. These activities will function on a year-to-year basis (no steps), unless they are placed on pay grades 1-11 on the Article 15 salary schedule. Each school will receive no fewer than three (3) stipends per school based upon funding. Stipends will be based at pay grade 15.
- Two percent (2%) will be added to the base salary on the Certified, Classified, and Preschool Salary Schedules.
- Steps will be granted on the Administrative Salary Schedules.
- Two percent (2%) will be added to the base of the Administrative Salary Schedules.
- The Negotiating team will reconvene in January 2026, to review enrollment and funding.
 - If additional compensation is considered, a priority will be given to the following:
 - Classified Salary Schedule - base salary at \$16 per hour
- A committee will be organized and begin reviewing salary schedules, potentially condensing steps and lanes for the 2026-2027 school year, to best utilize District 70's financial resources for all employees.

Agreed to on this 15th day in May of the year 2025.

Pueblo County School District 70 _____ Pueblo County Education Association
In the County of Pueblo _____
And the State of Colorado


Stephanie A. Russell
Personnel Services Director


Allison Balas
President PCEA

Appendix A

Certified Salary Schedule 2025-2026

2025-2026 Certified Schedule										
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75/ MA MA	PhD/EdD/ Juris Doctorate
A	43,350	44,909	46,466	48,157	49,716	51,274	52,792	54,393	55,950	59,066
B	44,767	46,326	47,883	49,574	51,133	52,691	54,209	55,810	57,367	60,483
C	46,184	47,743	49,300	50,991	52,550	54,108	55,626	57,227	58,784	61,900
D	47,601	49,160	50,717	52,408	53,967	55,525	57,043	58,644	60,201	63,317
E	49,018	50,577	52,134	53,825	55,384	56,942	58,460	60,061	61,618	64,734
F	50,435	51,994	53,551	55,242	56,801	58,359	59,877	61,478	63,035	66,151
G	51,852	53,411	54,968	56,659	58,218	59,776	61,294	62,895	64,452	67,568
H	53,269	54,828	56,385	58,076	59,635	61,193	62,711	64,312	65,869	68,985
I	54,686	56,245	57,802	59,493	61,052	62,610	64,128	65,729	67,286	70,402
J	56,103	57,662	59,219	60,910	62,469	64,027	65,545	67,146	68,703	71,819
K	57,520	59,079	60,636	62,327	63,886	65,444	66,962	68,563	70,120	73,236
L	58,937	60,496	62,053	63,744	65,303	66,861	68,379	69,980	71,537	74,653
M	60,354	61,913	63,470	65,161	66,720	68,278	69,796	71,397	72,954	76,070
N	61,771	63,330	64,887	66,578	68,137	69,695	71,213	72,814	74,371	77,487
O	63,188	64,747	66,304	67,995	69,554	71,112	72,630	74,231	75,788	78,904
P	64,605	66,164	67,721	69,412	70,971	72,529	74,047	75,648	77,205	80,321
Q	66,022	67,581	69,138	70,829	72,388	73,946	75,464	77,065	78,622	81,738
R	67,439	68,998	70,555	72,246	73,805	75,363	76,881	78,482	80,039	83,155
S	68,856	70,415	71,972	73,663	75,222	76,780	78,298	79,899	81,456	84,572
T	70,273	71,832	73,389	75,080	76,639	78,197	79,715	81,316	82,873	85,989
U	71,690	73,249	74,806	76,497	78,056	79,614	81,132	82,733	84,290	87,406
V	73,107	74,666	76,223	77,914	79,473	81,031	82,549	84,150	85,707	88,823
W	74,524	76,083	77,640	79,331	80,890	82,448	83,966	85,567	87,124	90,240
X	75,941	77,500	79,057	80,748	82,307	83,865	85,383	86,984	88,541	91,657
Y	77,358	78,917	80,474	82,165	83,724	85,282	86,800	88,401	89,958	93,074
Z	78,775	80,334	81,891	83,582	85,141	86,699	88,217	89,818	91,375	94,491
AA	80,192	81,751	83,308	84,999	86,558	88,116	89,634	91,235	92,792	95,908
AB	81,609	83,168	84,725	86,416	87,975	89,533	91,051	92,652	94,209	97,325
AC	83,026	84,585	86,142	87,833	89,392	90,950	92,468	94,069	95,626	98,742
AD	84,443	86,002	87,559	89,250	90,809	92,367	93,885	95,486	97,043	100,159
AE	85,860	87,419	88,976	90,667	92,226	93,784	95,302	96,903	98,460	101,576
AF	87,277	88,836	90,393	92,084	93,643	95,201	96,719	98,320	99,877	102,993
AG	88,694	90,253	91,810	93,501	95,060	96,618	98,136	99,737	101,294	104,410
AH	90,111	91,670	93,227	94,918	96,477	98,035	99,553	101,154	102,711	105,827
AI	91,528	93,087	94,644	96,335	97,894	99,452	100,970	102,571	104,128	107,244
AJ	92,945	94,504	96,061	97,752	99,311	100,869	102,387	103,988	105,545	108,661
AK	94,362	95,921	97,478	99,169	100,728	102,286	103,804	105,405	106,962	110,078

Appendix A

Classified Salary Schedule 2025-2026

2025-2026 Classified Services						
Classified Services	Pay Grade	Base Pay	30 Hrs	60 Hrs	AA Degree	BA Degree
Pay for Hrs/Degree			\$0.65	\$1.21	\$0.75	\$1.21
Cummulative Pay Increase			\$0.65	\$1.86	\$2.61	\$3.82
Nutrition Assistant	A	\$15.70	\$16.35	\$17.56	\$18.31	\$19.52
Non Certified Library Techs Aide	B	\$16.26	\$16.91	\$18.12	\$18.87	\$20.08
Cook						
Delivery Person Day Custodian	C	\$16.82	\$17.47	\$18.68	\$19.43	\$20.64
Nurse Assistant						
Carryout						
Night Custodian Elementary	D	\$17.38	\$18.03	\$19.24	\$19.99	\$21.20
Paraprofessional						
Security						
Satellite Leader						
Preschool Lead Teacher	E	\$17.94	\$18.59	\$19.80	\$20.55	\$21.76
Night Custodian Middle School						
Certified Nurse Assistant						
Stock Clerk/Warehouse						
Night Custodian High School						
Certified Library Tech	F	\$18.50	\$19.15	\$20.36	\$21.11	\$22.32
Assistant Kitchen Manager						
Pool Maintenance						
Elementary School Secretary						
Property Control Clerk	G	\$19.06	\$19.71	\$20.92	\$21.67	\$22.88
Head Day Custodian						
Elementary						
Middle School Secretary						
K-8 Desktop Tech	H	\$19.62	\$20.27	\$21.48	\$22.23	\$23.44
Brailist						
Head Day Custodian Middle School	I	\$20.18	\$20.83	\$22.04	\$22.79	\$24.00
High School Secretary						
Head Day Custodian High School	J	\$20.74	\$21.39	\$22.60	\$23.35	\$24.56
IT Help Desk						
System Tech/Student Info & Enrollment						
Sign Language Interpreter						
Kitchen Manager						
Building/Grounds Maintenance						
Secretary to Supervisor						
Central Office Secretary						
Payroll/Accounting Clerk	J	\$20.74	\$21.39	\$22.60	\$23.35	\$24.56
Executive Assistant						

Appendix A

2025-2026 Classified Services						
Classified Services	Pay Grade	Base Pay	30 Hrs	60 Hrs	AA Degree	BA Degree
Pay for Hrs/Degree			\$0.69	\$1.21	\$0.75	\$1.21
Cummulative Pay Increase			\$0.69	\$1.86	\$2.61	\$3.82
HVAC Technician Mechanical Services Tech Plumber Locksmith System Tech	K	\$21.30	\$21.95	\$23.16	\$23.91	\$25.12
	L	\$21.86	\$22.51	\$23.72	\$24.47	\$25.68
*+.50 for night differential	M	\$22.42	\$23.07	\$24.28	\$25.03	\$26.24
(if shift ends 2am and 5am)	N	\$22.98	\$23.63	\$24.84	\$25.59	\$26.80
** +.65 Training Grandfathered	O	\$23.54	\$24.19	\$25.40	\$26.15	\$27.36
9/1/21	P	\$24.10	\$24.75	\$25.96	\$26.71	\$27.92
	Q	\$24.66	\$25.31	\$26.52	\$27.27	\$28.48
**Non-Certified" Food Service employees who become "Certified" will receive one additional step to be granted September 1	R	\$25.22	\$25.87	\$27.08	\$27.83	\$29.04
	S	\$25.78	\$26.43	\$27.64	\$28.39	\$29.60
	T	\$26.34	\$26.99	\$28.20	\$28.95	\$30.16
	U	\$26.90	\$27.55	\$28.76	\$29.51	\$30.72
	V	\$27.46	\$28.11	\$29.32	\$30.07	\$31.28
	W	\$28.02	\$28.67	\$29.88	\$30.63	\$31.84
	X	\$28.58	\$29.23	\$30.44	\$31.19	\$32.40
	Y	\$29.14	\$29.79	\$31.00	\$31.75	\$32.96
	Z	\$29.70	\$30.35	\$31.56	\$32.31	\$33.52
	AA	\$30.26	\$30.91	\$32.12	\$32.87	\$34.08
	AB	\$30.82	\$31.47	\$32.68	\$33.43	\$34.64
	AC	\$31.38	\$32.03	\$33.24	\$33.99	\$35.20
	AD	\$31.94	\$32.59	\$33.80	\$34.55	\$35.76
	AE	\$32.50	\$33.15	\$34.36	\$35.11	\$36.32
	AF	\$33.06	\$33.71	\$34.92	\$35.67	\$36.88
	AG	\$33.62	\$34.27	\$35.48	\$36.23	\$37.44
	AH	\$34.18	\$34.83	\$36.04	\$36.79	\$38.00
	AI	\$34.74	\$35.39	\$36.60	\$37.35	\$38.56
	AJ	\$35.30	\$35.95	\$37.16	\$37.91	\$39.12
	AK	\$35.86	\$36.51	\$37.72	\$38.47	\$39.68
	AL	\$36.42	\$37.07	\$38.28	\$39.03	\$40.24
	AM	\$36.98	\$37.63	\$38.84	\$39.59	\$40.80
	AN	\$37.54	\$38.19	\$39.40	\$40.15	\$41.36
	AO	\$38.10	\$38.75	\$39.96	\$40.71	\$41.92
	AP	\$38.66	\$39.31	\$40.52	\$41.27	\$42.48
	AQ	\$39.22	\$39.87	\$41.08	\$41.83	\$43.04
	AR	\$39.78	\$40.43	\$41.64	\$42.39	\$43.60
	AS	\$40.34	\$40.99	\$42.20	\$42.95	\$44.16
	AT	\$40.90	\$41.55	\$42.76	\$43.51	\$44.72
	AU	\$41.46	\$42.11	\$43.32	\$44.07	\$45.28

Qualified Preschool Director Salary Schedule 2045-2026

2025-2026 Qualified Preschool Director Salary Schedule			
	No Degree	AA Degree	BA Degree
A	\$ 35,547	\$ 37,047	\$ 38,047
B	\$ 36,417	\$ 37,917	\$ 38,917
C	\$ 37,287	\$ 38,787	\$ 39,787
D	\$ 38,157	\$ 39,657	\$ 40,657
E	\$ 39,027	\$ 40,527	\$ 41,527
F	\$ 39,897	\$ 41,397	\$ 42,397
G	\$ 40,767	\$ 42,267	\$ 43,267
H	\$ 41,637	\$ 43,137	\$ 44,137
I	\$ 42,507	\$ 44,007	\$ 45,007
J	\$ 43,377	\$ 44,877	\$ 45,877
K	\$ 44,247	\$ 45,747	\$ 46,747
L	\$ 45,117	\$ 46,617	\$ 47,617
M	\$ 45,987	\$ 47,487	\$ 48,487
N	\$ 46,857	\$ 48,357	\$ 49,357
O	\$ 47,727	\$ 49,227	\$ 50,227
P	\$ 48,597	\$ 50,097	\$ 51,097
Q	\$ 49,467	\$ 50,967	\$ 51,967
R	\$ 50,337	\$ 51,837	\$ 52,837
S	\$ 51,207	\$ 52,707	\$ 53,707
T	\$ 52,077	\$ 53,577	\$ 54,577
U	\$ 52,947	\$ 54,447	\$ 55,447
V	\$ 53,817	\$ 55,317	\$ 56,317
W	\$ 54,687	\$ 56,187	\$ 57,187
X	\$ 55,557	\$ 57,057	\$ 58,057
Y	\$ 56,427	\$ 57,927	\$ 58,927
Z	\$ 57,297	\$ 58,797	\$ 59,797
AA	\$ 58,167	\$ 59,667	\$ 60,667
AB	\$ 59,037	\$ 60,537	\$ 61,537
AC	\$ 59,907	\$ 61,407	\$ 62,407
AD	\$ 59,230	\$ 62,277	\$ 63,277

Following are being removed from the Article: US Salary Schedule; Academic Coach; Athletic Trainer; Assistant Athletic Trainer; Instruction Program Coordinator; Fishing Club Sponsor; M19 Coordinator; Summer Instructional Committee Work-chart; Summer Instructional Committee work

Following is being changed to receive a single stipend for the year: Speech & Debate

Appendix A

Signature Page

Signed this 10TH Day of October in the year 2023.

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

BY 
Anne Ochs
Board President

PUEBLO COUNTY EDUCATION
ASSOCIATION

BY 
Allison Balas
President PCEA

NONDISCRIMINATION STATEMENT

Pueblo County School District 70 does not unlawfully discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, religion, national origin, age, disability, need for special education services, genetic information, pregnancy or childbirth status, or other status protected by law in admission or access to, or treatment, or employment in its education programs or activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities.

Inquiries about ADA, Section 504, Title VI, and Title IX may be addressed to the Superintendent of Schools,
24951 US Highway 50 East, Pueblo, Colorado 81006 719-295-6548 or nondiscrimination@district70.org