AGREEMENT

BETWEEN

PUEBLO SCHOOL DISTRICT NO. 60

IN THE COUNTY OF PUEBLO

AND

STATE OF COLORADO

PUEBLO
SCHOOL DISTRICT 60
Educating for Purpose and Impact

AND THE

PUEBLO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

August 1, 2023 – July 31, 2026

Revised 7/29/24

PUEBLO SCHOOL DISTRICT 60

315 W. 11th Street
Pueblo, Colorado 81003

BOARD OF EDUCATION

Susan L. Pannunzio.....President
Dr. Kathy DeNiro.....Vice President
Brian Cisneros .....Board Member
Judge Dennis Maes.....Board Member
William Thiebaut, Jr.....Board Member

Non-Voting Officers

Lana Niehans.....Treasurer
Geri Patrone .....Secretary/Assistant Treasurer

SUPERINTENDENT OF SCHOOLS

Dr. Barbara R. Kimzey

PUEBLO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Heather Huffman .....President
Donna Raught ..... UniServ Director

August 1, 2024

Mission

To provide a high-quality education that assures each student the knowledge, skills, and dispositions to lead a life of purpose and impact.

PUEBLO
SCHOOL DISTRICT 60
Educating for Purpose and Impact

Pueblo School District No. 60 does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, need for special education services, genetic information, pregnancy or childbirth status, or other status protected by law in admission, access to, treatment or employment in its educational programs or activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities. The following individual has been designated to handle inquiries regarding the non-discrimination policies: Executive Director of Student Support Services, Andrew Burns, andrew.burns@pueblod60.org, Title IX Coordinator/Compliance Officer for complaints. This individual can be located at 315 West 11th Street, Pueblo, Colorado 81003, (719) 549-7100. Inquiries about Title IX can be directed to Pueblo School District No. 60's Title IX Coordinator/Compliance Officer named herein; the Assistant Secretary for Civil Rights of the Department of Education at (800) 421-3481, OCR@ed.gov; or both. Complaint procedures have been established for students, parents, employees, and members of the public. (Policy AC, AC-R-1, AC-R-2, AC-E-1, AC-E-2, AC-E-3).

Si tiene alguna pregunta sobre esta información, por favor llame a la escuela de su niño.

AGREEMENT

between

PUEBLO SCHOOL DISTRICT NO. 60
IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

and the

PUEBLO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Pueblo School District No. 60 in the County of Pueblo, State of Colorado, on behalf of said school district and the Pueblo Educational Support Personnel Association, affiliated with the Colorado Education Association and the National Education Association on behalf of itself, the educational secretaries, Early Childhood Educators, Campus Security Guards, and Community Advocates of the said school district and constitutes the entire Agreement of both parties, effective on this first day of August, 2023.

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing services to incorporate a quality education for the children of Pueblo School District No. 60 is their mutual aim, and that the character of such education depends upon the quality, morale, and cooperation of the educational secretaries, early childhood educators, campus security guards, and community advocates of the School District, and

WHEREAS, the Association recognizes the Board as the governing body of Pueblo School District No. 60 and possessing certain powers, directions, rights, and duties which may not be delegated, limited, or abrogated by the agreement with any party under the Constitution and the laws of the State of Colorado. The Board has the sole and exclusive right to exercise all the rights or functions of management. Accordingly, if any provisions of this Agreement, or application of this Agreement, to any educational secretary, early childhood educator, campus security guard, and community advocate covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect, and

WHEREAS, nothing contained herein shall be construed to deny or restrict to any educational secretary, early childhood educator, campus security guard, and community advocate rights under the Colorado School Law and other applicable laws and regulations. The rights granted to educational secretaries, early childhood educators, campus security guards, and community advocates hereunder shall be deemed to be in addition to those which may be provided through other Board Policy, and

WHEREAS, all personnel employed by Pueblo School District No. 60 have the ultimate responsibility of providing the best possible education for the individual child in the classroom, and

WHEREAS, attainment of the objectives of the educational program conducted in Pueblo School District No. 60 requires mutual understanding and cooperation between the Board, the Superintendent, administrative staff, educational secretaries, early childhood educators, campus security guards, and community advocates 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 ONE
DEFINITIONS

1-1 The term **EDUCATIONAL SECRETARY** as used in this Agreement shall refer to all regular, full-time, annual contractual, secretarial employees (as identified in Appendix A-1), and temporary employees represented exclusively and solely by the Association as defined in Article Three - Recognition. Employees hired as temporary employees shall have no seniority rights.

1-2 The term **EARLY CHILDHOOD EDUCATOR** as used in this Agreement shall refer to all regular, full time, annual contractual early childhood educator employees (as identified in Appendix A-2, and Article Three, Recognition).

1-3 The term **SECURITY GUARD** also known as **CAMPUS SECURITY GUARD** as used in this Agreement shall refer to all regular, full time, annual contractual unarmed school security employees (as identified in Appendix A-3 and Article Three, Recognition.)

1-4 The term **COMMUNITY ADVOCATE** as used in this Agreement shall refer to all regular, full-time, annual contractual community and online advocate employees (as identified in Appendix A-4 and Article Three – Recognition).

1-5 The term **BOARD** as used in this Agreement shall mean the Board of Education of Pueblo School District No. 60, in the City of Pueblo, the County of Pueblo, and the State of Colorado.

1-6 The term **ASSOCIATION** as used in this Agreement shall mean the Pueblo Educational Support Personnel Association (PESPA). An Association affiliated with the Spanish Peaks UniServ Unit, the Colorado Educational Association, and the National Education Association.

1-7 The term **DISTRICT** as used in this Agreement shall mean Pueblo School District No. 60, in the City of Pueblo, the County of Pueblo, and the State of Colorado.

1-8 The term **PARTY OR PARTIES** as used in this Agreement shall mean the Board of Education of Pueblo School District No. 60, in the City of Pueblo, the County of Pueblo, and the State of Colorado, or its representatives acting in its behalf, and the Pueblo Educational Support Personnel Association or its representatives acting in its behalf.

1-9 The term **SUPERINTENDENT** as used in this Agreement shall mean the Superintendent of Schools of Pueblo School District No. 60, or their designee.

1-10 The term **BUDGET YEAR** as used in this Agreement shall mean the period from July 1 through June 30.

1-11 The term **ELEMENTARY SCHOOL** as used in this Agreement shall include grades Pre-Kindergarten through 6th Grade or any combination, which includes four (4) of these grades.

1-12 The term **K-8 SCHOOL** as used in this Agreement shall include grades Pre-Kindergarten through 8th grade, that includes eight (8) of these grades.

1-13 The term **MIDDLE SCHOOL** as used in this Agreement shall include grades 6-7-8 or any combination, which includes two (2) of these three (3) grades.

1-14 The term **HIGH SCHOOL** as used in this Agreement shall include grades 9-10-11-12 or any combination, which includes three (3) or more of these four (4) grades.

1-15 The term **WORKDAY** as used in this Agreement shall mean that period of time when an educational secretary, early childhood educator, campus security guard, and community advocate is required to perform their duties and/or to be present at a given building or location.

1-16 The term **CONTRACT WORK YEAR** as used in this Agreement shall consist of one hundred fifty-eight (158) work days for campus security guards and community advocates; one hundred sixty-five (165) workdays for early childhood educators and 10 month educational secretaries; one hundred seventy-seven (177) workdays for 11 month educational secretaries; two hundred thirteen (213) workdays less 14 paid holidays and earned vacation for 12-month educational secretaries, as shown in the official work calendars.

1-17 The term **EMPLOYEE** as used in this Agreement shall apply to educational secretaries, early childhood educators, campus security guards, and community advocates.

ARTICLE TWO
GENERAL TERMS

2-1 The Board shall not discriminate against any employee on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, other status protected by law, or membership or non-membership in any labor organization.

2-2 The Association shall admit employees to membership without discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, or other status protected by law as long as an employee shall meet the qualifications for membership set forth in the Association's bylaws. The Association shall represent all employees equally, recognizing that membership in the Association is voluntary and not a requirement for employment in the District.

2-3 The Board shall make available to the Association an advance copy of the agenda. Upon formal adoption or approval, the personnel report, adopted policies and the minutes for each official Board meeting shall be made available to the Association through the normal District distribution procedures prior to the next regularly scheduled meeting.

2-4 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

2-5 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent in writing of the parties hereto.

2-6 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado.

2-7 The provisions of this Agreement shall control where any direct conflict exists between this Agreement and the Board policy, practices, custom, writing or intentions not incorporated in this Agreement. Any matter not covered by the provisions of this Agreement shall be controlled by Board policy.

2-8 At the request in writing of either party, the other shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. Either party shall reimburse the other for any unusual costs of obtaining such data which cost is mutually agreeable to both parties.

2-9 It is recognized that Pueblo School District No. 60 is considered the primary employer of all negotiation unit employees and, as such, is due certain responsibilities and obligations.

2-10 If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications continue in full force and effect.

2-11 Nothing contained herein shall be construed to deny or restrict to any employee rights they may have under the Colorado School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those, which may be provided through other Board policy.

2-12 Employees shall have the right to review their personnel file as provided by law.

2-13 When the District is considering an alteration to the following aspects of the bargaining unit; such change shall be discussed by officially designated District and Association representatives. Discussions shall take place early enough in the District's decision-making process so that suggestions made by the Association may be legitimately considered by the District.

2-13-1 Additional duties or responsibilities or any deletion of responsibilities in any division of the bargaining unit as identified in Appendix A-1 through A-4 of this Agreement.

2-13-2 Any changes in classification that would result in a loss of number of members to the bargaining unit.

2-14 It is agreed that any use of pronouns with an implied gender shall apply to any gender identification. Where the singular is used, it shall also apply to the plural.

2-15 The Association shall have representation appointed by the leadership on all District committees, except interview committees.

ARTICLE THREE
RECOGNITION

3-1 Based upon the election of December 9, 1986, wherein the majority of the educational secretaries, and upon the election of November 27, 2002, wherein the majority of early childhood educators voted for representation by the Association; and upon the signed designation of labor organization on May 18, 2021 wherein the majority of Security Guards designated the representation of the Association' and upon the signed designation of labor organization on May 15, 2023 wherein the majority of community advocates designated the representation of the Association, the Board herewith recognizes the Association as the exclusive and sole representative of all educational secretary, early childhood educator, security guard, and community advocate employees employed on the PESPA Salary Schedules. Specifically excluded from the unit are the Executive Assistants and all other supervisors as may be appointed by the Board.

3-2 The Board agrees not to recognize any educational secretary, early childhood educator, security guard, or community advocate employee organization other than the Association, nor shall the Board negotiate directly with any negotiation unit employees for the duration of this Agreement.

3-3 The Association shall certify to the Board no later than November 1 of each year, adequate evidence that its current membership list represents a majority of the educational secretaries, early childhood educators, security guards, and community advocates in the District. If at any time not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of term of this Agreement, any negotiation unit employee or group of negotiation unit employees may submit a petition to the Board signed by thirty percent (30%) of the negotiation unit requesting that an election be held to determine the representation status.

3-4 In the event of such petition and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the negotiation unit wishes to be represented by the Association, or other specified organizations, or no organization. If agreement for the conducting of an election cannot be reached, the American Arbitration Association shall conduct such election within thirty (30) days of the presentation of the petition, unless mutually agreed otherwise. The costs of conducting such election shall be borne equally by those groups, which appear on the ballot. A majority of unit personnel voting in said election shall constitute a plurality for purposes of determining recognition status. At such time that recognition is lost pursuant to the procedures described above; any and all agreements between the parties shall be considered void at the expiration date of this Agreement.

3-5 The Board may challenge the majority representation status of the Association and request a representation election no less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement. Such election shall be conducted as noted above. Costs of a Board-challenged election shall be borne by the Board.

ARTICLE FOUR
AGREEMENT

4-1 TERM OF AGREEMENT

4-1-1 The provisions of this Agreement shall become effective the first day of August 2023, and shall continue and remain in full force and effect through July 31, 2025.

4-2 INTERIM AGREEMENT

4-2-1 In the middle of a multi-year agreement, upon request by the Association to the Board or by the Board to the Association after January 15 but before February 1 of that year, the Board and the Association agree to open negotiations over interim negotiations.

4-2-2 Interim agreement negotiations shall be limited to Article Nineteen Salary, Article Seven Insurance, and one other article mutually agreed to by both parties.

4-2-2-1 The Association and the District reserve the right to reopen Article Seven (Insurance) in October of that year. The reopener will include any rate increase beginning in January and the District's contribution toward employee health, dental and vision plans.

4-2-3 Interim agreement negotiations shall be scheduled for four days and shall terminate not later than June 30 of that year unless extended in writing by mutual consent by both parties. Dates shall be determined mutually.

4-3 SUCCESSOR AGREEMENT

4-3-1 In a year when the Agreement expires, upon request by the Association to the Board or by the Board to the Association after January 15 but before February 1 of that year, the Board and the Association agree to open negotiations over a successor agreement.

4-3-1-1 Successor agreement negotiations shall be limited to six (6) Articles submitted by each party, any other Articles mutually agreed upon prior to negotiations, the agreement Article Four, the Insurance Article Seven, the Salary Article Nineteen and any Appendices dealing with Salary Schedules.

4-3-1-2 All financial obligations of the Board (within the meaning of the term "Financial Obligation" under Article X, Section 20 of the Colorado Constitution-Amendment One and CRS 22-32-110 (5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to PESPA no later than May 15, 2022.

4-3-1-3 Successor agreement negotiations shall be scheduled for five days and shall terminate not later than June 30 of that year, unless extended in writing by mutual consent of both parties.

ARTICLE FIVE
NEGOTIATIONS

5-1 SCOPE OF NEGOTIATIONS

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

5-2 CONDUCTING NEGOTIATIONS

5-2-1 The Association and the District agree to use the interest based bargaining (IBB) strategies process to negotiate the agreement unless both parties agree to follow the procedures outlined in Article 5, which may be modified at any time by mutual consent.

5-2-2 The parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues, which arise during the negotiations process. Both parties agree to present reasonable proposals, which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

5-2-3 The parties agree that the primary teams at the table for each side will be limited to seven participants. A majority of each team shall be District employees.

5-2-4 Either party shall make available, upon request, all readily available information necessary for negotiations.

5-2-5 A written request for negotiations between the Association and the Board may be submitted by either party. Such request shall be directed to the designated representative of the other party. The request shall occur no earlier than January 15, no later than February 1.

5-2-6 A written response shall be made by the receiving party within ten (10) school days of the receipt of such written request for negotiations. The designated representative from the Office of Human Resources and the Association president shall arrange for a mutually agreeable time and place for discussion. This meeting shall be attended by a minimum of two (2) representatives from each party.

5-2-7 The first meeting shall be held on or about February 15 unless agreed otherwise by both parties.

5-2-8 Whenever possible, negotiations shall not be scheduled for consecutive days so that both parties may have the opportunity to review and respond to the other's proposals.

5-2-9 Negotiations mutually agreed upon shall be conducted during the days and places mutually agreeable to the negotiators named by each party. If negotiations are conducted during the course of the workday, the members of the negotiations team shall be released from work duties without loss of salary

to attend such meetings and such leave shall not be charged to Association leave. Reference Section 8-8.

5-2-10 Formal written proposals may be presented by either side. The parties shall identify in writing those articles they wish to open for negotiation.

5-2-11 It is recognized that either party may, if it so desires, utilize the services of consultants or experts on a certain topic. Such consultants or experts shall be permitted full participation in the discussion of the identified topic and will not be considered a formal addition to the team.

5-2-12 Any room rental, meeting set-up costs, or facilitation costs incurred during any negotiation process outlined herein shall be shared equally by both parties. Meals and room service costs shall be paid by the party which incurred them.

5-2-13 During negotiations, releases to the news media shall be made only as agreed to jointly.

5-3 ADOPTION OF AGREEMENT

5-3-1 Individual items on which tentative agreement is reached during negotiations shall be reduced to writing, dated and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.

5-3-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.

5-3-2-1 The Association agrees to submit the tentative agreement to the ratification process within fourteen (14) calendar days of the signing of the tentative agreement, or if negotiations extend into the summer months, no later than the regularly scheduled August board meeting, and to notify the Board in writing of the results of such process.

5-3-2-2 Within fourteen (14) calendar days of receipt of such results, the Board agrees to act upon the tentative agreement.

5-3-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

5-4 MEDIATION

5-4-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.

5-4-2 By November 1 the parties shall select a mediator as follows:

5-4-2-1 The Board and the Association shall each exchange a list of five (5) mediators acceptable to them. From these lists, if possible, a mutually acceptable mediator shall be selected.

5-4-2-2 Should the Board and the Association be unable to agree upon a mediator within five (5) school days, the American Arbitration Association shall be requested to furnish a list of five (5) mediators from which the parties agree to select a mediator.

5-4-2-3 Within seven (7) calendar days of the mailing date of such lists, the parties shall meet and alternately cross off names, to which they object, with the one requesting mediation marking first, then the other party, etc., until one name remains. The one remaining shall act as the mediator.

5-4-3 Once a mediator is selected as provided in Section 5-4-2, the mediation rules of the American Arbitration Association, as applicable, shall prevail.

5-4-4 The mediator is not empowered in any way or permitted to make any findings of fact, recommendations, or decisions concerning the position of the parties and/or the issues related thereto.

5-4-5 The format, dates, and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.

5-4-6 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

5-5 FACT-FINDING

5-5-1 If the mediation described in Section 5-4 fails to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact-finder.

5-5-1-1 Within 30 calendar days of such request the parties may mutually agree to select a fact-finder in the manner provided in Section 5-4-2 for selecting a mediator.

5-5-2 The fact-finder shall have the authority to hold hearings and make procedural rules.

5-5-2-1 The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.

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

5-5-2-3 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) calendar days following the last fact-finding hearing.

5-5-3 Within a reasonable time after the conclusion of such hearings, the fact-finder shall submit a report in writing to the Board and the Association only and shall set forth in the report the finding of fact, reasoning, and recommendations on

the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.

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

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

5-5-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-3.

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

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

5-5-9 The parties may mutually agree to combine mediation and fact-finding.

5-6 INFORMAL NEGOTIATIONS

5-6-1 At any time during the term of this Agreement, outside of the formal negotiations process identified in Sections 5-1 through 5-5, either party may request a meeting to discuss a problem or concern. The moving party shall initiate this request by delivering a letter identifying, in detail, the problem or concern and citing the related provisions in the Agreement.

5-6-2 Within ten (10) workdays of receipt of the request, the Director of Human Resources or designee and the Association President shall arrange for a mutually agreeable time and place for discussion.

5-6-3 Meetings shall be attended by a minimum of two (2) representatives from each party.

5-6-4 At the meeting, the parties will fully explain, discuss, and explore the issue or matter of concern. By mutual agreement, subsequent meetings may be scheduled with other professionals or experts, and additional representatives from each party to discuss the issue further.

5-6-5 Any time the parties reach agreement on any issue or concern relating to the provisions of this Agreement, such agreement shall be incorporated into a memorandum of understanding, which shall remain in effect until the expiration of the current contract.

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

ARTICLE SIX
GRIEVANCE PROCEDURE

6-1 DEFINITIONS

6-1-1 A **GRIEVANCE** shall mean a written complaint by an employee and/or the Association that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of the Agreement, except that the term "grievance" shall not apply to any matter in which the method of review is prescribed by law.

6-1-2 **THE AGGRIEVED** is an employee and/or the Association who is asserting a grievance.

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

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

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

6-2 PURPOSE

6-2-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, 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.

6-2-2 The solution of grievances with those immediately concerned shall be encouraged on an informal basis. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee's immediate supervisor or any other administrator to have the grievance resolved. The resolution shall be consistent with the terms of this Agreement.

6-2-3 In order to maintain a high degree of efficiency in personnel administration, the District and the Association shall advise their respective staff and membership of the results of grievances that may bring about changes in the educational process.

6-3 PROCEDURE

6-3-1 Employee grievances alleging discriminatory treatment by the District based on the complainant's race, creed, color, sex, sexual orientation, gender identity/

expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, or other status protected by law may be filed under the District's procedures for resolving discrimination complaints or under this Agreement, but not both.

6-3-2 Grievances shall be considered valid only if the first written application for redress of the grievance is filed within fifteen (15) workdays from the time the aggrieved knew of the act or condition on which the grievance is based.

6-3-3 It is agreed that if at each level of the grievance procedure no appeal is filed within the time limits provided, the grievance shall be considered to have been satisfactorily settled on the basis of the last resolution. Should an administrator not answer a grievance within the time limits specified, the grievance shall automatically be advanced to the next level.

6-3-4 It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level shall be considered as a maximum unless mutually extended, and every effort shall be made to expedite the process. Grievance meetings or hearings shall be held at a time and place mutually agreed upon by all parties concerned.

6-3-5 The Board and the Association agree to make available, upon request, to the aggrieved party and their designated representative, and to the Office of Human Resources, 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.

6-3-6 Neither party nor its agent shall in any way harass, intimidate or otherwise take reprisals against any employee by reason of participation or non-participation in the processing of a grievance.

6-3-7 Upon mutual agreement of the Association and the Office of Human Resources, grievances of special scope and significance may be filed initially at Level Two. Grievances involving the dismissal of employees shall automatically be filed at Level Two.

6-3-8 Decisions rendered at Levels One and Two of the Grievance Procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted to the Association.

6-3-9 All written and printed matter dealing with the processing of a grievance shall be filed separately and not in the central office personnel files of the aggrieved.

6-3-10 Grievance forms shall be jointly prepared and distributed by the Administration and the Association. Printing costs shall be shared equally between the Board and the Association.

6-3-11 Any time limits set forth in this grievance procedure may be extended by mutual agreement of the Association and the District in writing within five (5) workdays.

6-3-12 The written grievance shall include the date and a brief description of circumstances giving rise to the Grievance, and refer specifically to the Article and Section of the Agreement which is alleged to have been violated, misinterpreted, or inequitably applied. Failure to comply with this provision shall result in the Grievance being declared invalid by the Office of Human Resources.

6-4 LEVEL ONE – INFORMAL/COLLABORATIVE PROCESS

6-4-1 When an employee becomes aware of an act or a situation that may result in a written grievance, the employee and the Association representative shall discuss the issue or concern with the employee's immediate supervisor and a representative from the Office of Human Resources in an attempt to resolve the issue informally.

6-5 LEVEL TWO – HEARING

6-5-1 If the Grievance is not resolved at the Informal/Collaborative Level, the aggrieved may request to advance the Grievance to Level Two, in writing with the Association, within five (5) workdays of the conclusion of the Level One meeting. The Association may file the appeal with the Office of Human Resources within five (5) workdays after the Association receives the written request from the Grievant.

6-5-2 The Assistant Superintendent of Human Resources or designee shall act as the hearing officer at Level Two of the grievance procedure. A hearing shall be scheduled to meet with the aggrieved and the Association, and any other parties involved in the Grievance in an effort to resolve the Grievance. A hearing date shall be scheduled within ten (10) workdays after receipt of the written Grievance by the Assistant Superintendent of Human Resources or designee.

6-5-3 The Assistant Superintendent of Human Resources or designee shall reduce the decision to writing and forward the written decision to all parties within ten (10) workdays of the hearing.

6-6 LEVEL THREE – ARBITRATION/MEDIATION

6-6-1 If the aggrieved or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within seven (7) workdays after the Level Two hearing, the aggrieved may, within five (5) additional workdays, request in writing that the Association submit the grievance to mediation or arbitration. If the Association deems the grievance meritorious, or if the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Association may demand Mediation or Arbitration of the matter by giving the written notice to the Office of Human Resources within twenty (20) workdays after the Level Two hearing was concluded.

6-7-1-1 The Association may demand either Mediation or Arbitration, but not both.

6-6-2 The mediator or arbitrator shall be selected as described in Section 5-4-2-1 through 5-4-3 of this Agreement.

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

6-6-4 The mediator or 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. The report shall be given to the Board and the Association only.

6-6-5 The mediator or 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 Mediator or Arbitrator have the power to decide any issue(s) other than the one of violation, misinterpretation, or inequitable application. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only.

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

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

6-7 REPRESENTATION

6-7-1 The aggrieved may be represented at any level of the grievance procedure by persons of the aggrieved's choosing, except that the aggrieved shall not be represented by a representative or an officer of any organization other than the Association.

6-7-2 When a grievance proceeds to Level Two, the Office of Human Resources shall appoint an administrative hearing officer and shall notify the Association of the hearing officer in charge of the grievance. The notification shall include possible dates for the hearing. The date of the hearing shall be mutually agreeable.

6-7-2-1 The Association shall designate to the administrative hearing officer, prior to the hearing, the Association representative who shall represent the interest of the aggrieved in a grievance hearing.

ARTICLE SEVEN
INSURANCE

7-1 HEALTH, DENTAL, AND VISION INSURANCE

7-1-1 INSURANCE COMMITTEE

7-1-1-1 The District and the Association agree that the District will utilize an insurance committee of no more than twenty (20) employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance such as, but not limited to, plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Association (s).

7-1-1-2 The committee shall forward recommendations that are approved by the majority, to the Board of Education, through the Superintendent, along with a minority report, if one exists. One-half of these members shall be selected by the Association(s) to represent the Association(s), and one-half of these members shall be selected by the District to represent the District. This committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee.

7-1-1-3 The Association(s) and the District each shall designate a Co-chair. The Co-chairs shall set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee.

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

7-1-1-4 Two Pueblo Educational Support Personnel Association representatives shall serve as members of the District Insurance Committee.

7-1-2 HEALTH, DENTAL, AND VISION PLAN

7-1-2-1 Effective August 1, 2023, the District shall contribute up to $600 per employee per month toward health, dental, and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee.

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

7-1-2-2 In the event that the employee's spouse is a District employee, the District will contribute up to $600 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies.

7-2 LIFE INSURANCE

7-2-1 The Board shall provide at District expense for each eligible active full-time employee on employment contract, a group life policy, an accidental death and dismemberment policy, and a dependent group life insurance policy.

7-2-2 Life Insurance Benefit shall consist of two (2) times annual earnings, rounded to the next lower multiple of $100, if not already a multiple of $100. The maximum amount is $500,000.

7-2-2-1 The amount of coverage shall be in accordance with annual earnings and shall be determined annually each October 1. Annual earnings shall not include overtime pay, bonuses or other special compensation.

7-2-3 Group Dependent Life Insurance Schedule for full-time and active employees is as follows:.

Spouse: Not employed in District.....$1,000

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

7-2-3-1 The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. An employee covered by the group life policy and the accidental death and dismemberment policy cannot also be treated as a dependent under the group dependent life insurance schedules; therefore, with married teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of one parent or the other, but not both.

7-3 TAX-SHELTERED ANNUITY

7-3-1 A voluntary tax-sheltered annuity program shall be available for employees who choose to participate with any of the companies approved by the District.

ARTICLE EIGHT
LEAVE POLICY

8-1 ANNUAL EXCUSED LEAVE

8-1-1 Full-time contracted employees on active duty the first day of the current contract year shall accrue excused leave with full salary according to the following table.

Nine-Ten-month employees - 11 days excused leave

Eleven-month employees - 12 days excused leave

Twelve-month employees - 13 days excused leave

8-1-1-1 If the employee's effective date of employment is after the beginning of the contract year, the employee shall accrue excused leave on a pro-rata basis for each full month of employment during the current contract year.

8-1-1-2 If the employee leaves District employment before the end of the contract year, the amount of excused leave earned shall be adjusted on a pro-rata basis for actual time worked in the contract year.

8-1-2 The annual excused leave granted to employees for the current contract year may be used for only the following purposes:

8-1-2-1 Personal Illness - Annual excused leave may be used for personal illness, doctor visits, or medical disability of an employee.

8-1-2-2 Medical Illness or Death in the Immediate Family - Annual excused leave may be used for illness, medical disability, or death in the employee's immediate family which shall include the employee's mother, father, brothers, sisters, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, and/or any person permanently living in the employee's home.

8-1-2-3 Bereavement Leave - up to five (5) annual excused leave days per contract year may be used for the death of other relatives, which shall only include relatives of the employee and spouse.

8-1-2-4 Child Adoption/Childbirth - Annual excused leave may be used for child adoption proceedings or for the spouse to be with his wife during childbirth or related periods of confinement.

8-1-2-5 Personal Leave – Employees may use annual excused leave for personal reasons. Whenever possible, the employee shall notify their immediate supervisor in writing of the intention to use personal leave at least one (1) week in advance of the absence. Personal leave shall not be taken the first or last day of each semester or the

last workday before or the first workday after a holiday or vacation period unless approved in advance by the immediate supervisor.

8-1-3 Employees may take no more than four (4) consecutive excused leave days at any one time. When an employee is or expects to be absent from work more than four (4) consecutive days or more, the employee shall contact the Office of Human Resources to determine the type of leave that may be taken given the circumstances of the employee's situation and to identify the employee's official leave status. If additional days are needed, they must be authorized by their supervisor before they can be taken and notification shall be given to the Office of Human Resources.

8-1-3-1 An employee absent from work for four (4) consecutive days or more due to medical illness/disability shall be required to furnish a physician's statement stating the nature and anticipated duration of the employee's absence. An employee shall not be permitted to return to work until the physician's statement is presented to the Office of Human Resources and their immediate supervisor.

8-1-3-2 Excused leave will be charged on the basis of quarter hour increments for each hour or portion of an hour used.

8-1-3-3 An employee absent from work for any reason shall notify the immediate supervisor when the employee shall return to work. Notice of the employee's intention to return must be given their immediate supervisor by the close of work the preceding day when possible, but not later than 6:30 a.m. of the day the employee shall return to work in order that the immediate supervisor can make the necessary arrangements for the return. A salary deduction of one-half (1/2) day at the current daily rate of substitute pay shall be charged to the employee who returns to work and does not serve the proper notification.

8-1-4 Excused leave will be charged on the basis of quarter hour increments for each hour or portion of an hour used.

8-1-5 An employee absent from work for any reason shall notify the immediate supervisor when the employee shall return to work. Notice of the employee's intention to return must be given their immediate supervisor by the close of work the preceding day when possible, but not later than 6:30 a.m. of the day the employee shall return to work in order that the immediate supervisor can make the necessary arrangements for the return. A salary deduction of one-half (1/2) day at the current daily rate of substitute pay shall be charged to the employee who returns to work and does not serve the proper notification.

8-2 ACCUMULATED EXCUSED LEAVE

8-2-1 Unused excused leave shall be accumulated from year to year.

8-2-2 The date of termination for employees who retire or resign because of medical disability shall be the same workday long-term disability has been approved. Employees shall be compensated for any remaining accumulated excused leave days regardless of years of service or number of accumulated days. The employee shall be reimbursed at the rates listed in Section 8-12-1.

8-2-3 After the annual excused leave for the current contract year is used, absences not covered by accumulated excused leave shall be deductible at the employee's current daily rate of pay for each day of absence.

8-3 MEDICAL LEAVE

8-3-1 Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use accumulated excused leave may be granted a medical leave of absence without salary and with fringe benefits for the duration of the medical disability, but not to exceed a period of six (6) months. If the employee returns to work during the 6 month period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.

8-3-1-1 Extended medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for an additional twelve months.

8-3-1-2 If the employee returns to work during the extended medical leave, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, the employee who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special skills will be some of the prominent factors in filling such vacancies.

8-3-1-3 When employees on medical leave are able to return to work, they shall be reinstated on the salary schedule at the classification and step they were when they were granted such leave.

8-3-1-3-1 Before returning to work, the employee shall be required to submit to the Office of Human Resources a physician's certificate of fitness to work.

8-4 FAMILY MEDICAL LEAVE ACT OF 1993 (A copy of FMLA in its entirety is available in the Office of Human Resources)

8-4-1 FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months.

8-4-1-1 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.

8-4-2 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 employees' 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.
- An employee who has accumulated annual days under this agreement may elect to substitute such days for any qualified FMLA leave days.

8-4-3 The employee may be required to provide advance leave notice and medical certification. Taking of Leave may be denied if requirements are not met.

8-4-3-1 The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." 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.

8-4-4 For the duration of FMLA leave, the District must maintain the employee's health coverage under any "group health plan."

8-4-5 The calculations 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.

8-4-6 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.

8-4-7 The use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

8-4-8 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.

8-4-9 Application forms and detailed information are available in the Office of Human Resources.

8-5 COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE

8-5-1 Starting January 1, 2024, District employees will be able to participate in the Paid Family and Medical Leave Insurance (FAMLI) Program. Additional information may be obtained in the Office of Human Resources. 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 a 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.

8-5-2 Covered employees are entitled up to 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 4 more weeks of paid family and medical leave per year for a total of 16 weeks.

8-5-3 The District shall include FAMLI information as part of the onboarding process.

8-5-4 No employee shall be required to exhaust their paid accrued leave prior to accessing leave benefits under the FAMLI program.

8-5-5 The District shall deduct participating employee's contribution from the employee's wages and remit such contribution to the state during the time the District has declined employer participation. (Effective June 27, 2024, this section is suspended, and will not be applicable, until such time the Board of Education votes to change District participation in the FAMLI program.)

8-5-6 No employee shall be discriminated against or retaliated against for accessing FAMLI leave in accordance with state law.

8-6 PARENTAL LEAVE

8-6-1 Parental leave without salary and fringe benefits may be granted to employees for the purpose of child rearing, childcare, or adoption.

8-6-6-1 Health, Dental, and Vision Insurance will be made available by the District in accordance with COBRA.

8-6-6-2 During parental leave, employees may not hold other employment during District contract hours/days.

8-6-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

8-6-3 At the request of the Office of Human Resources, the granting of parental leave may require evidence of need.

8-6-3-1 If the parental leave request is refused by the Office of Human Resources, the employee may appeal to the Office of Human Resources based upon written professional recommendation.

8-6-4 Return from parental leave shall be at the beginning of the contract year according to positions and vacancies available. When two (2) or more employees returning from parental leave are qualified for a single opening, the employee who has been on parental leave the longest shall receive first consideration. If the terms of parental leave are identical, then experience, length of service, qualifications, and special skills shall be some of the salient factors in filling such vacancies.

8-6-5 Notice of intent to return from parental leave shall be given to the Office of Human Resources on or before April 1 preceding the contract year the employee requests to return to work.

8-6-6 Upon return from parental leave, the employee shall be reinstated on the appropriate salary schedule at the step they were when they were granted such leave.

8-7 MILITARY LEAVE

8-7-1 Employees of Pueblo School District No. 60 who are members of the National Guard or any other component of the military forces of the state, now or hereafter organized or constituted under state or federal laws, or who shall be members of the reserve forces of the United States, now or hereafter organized or constituted under federal law, shall be entitled to paid leave of absence from their employment as prescribed under the Federal Uniformed Services Employment and Re-employment Act (USERRA). Additionally:

(1) an employee must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and

(2) at the completion of the training or active service ordered, the employee must submit a statement from the commanding officer of satisfactory service performed and the rate of pay received for such service.

(3) No loss shall be incurred for vacation, excused leave, or other benefits for the time the employee is engaged with such organization or component in training or active service ordered or authorized by proper authorities pursuant to laws, whether for federal or state purposes, but not to exceed fifteen (15) days in any calendar year.

8-7-2 Such leave shall not be allowed unless the employee

(1) returns to the position immediately upon being relieved from such military service and no later than the expiration of the time herein limited for such leave,

(2) is prevented from so returning by physical or mental disability or other cause not due to their own fault, or

(3) is required by proper authority to continue in such military service beyond the time herein limited for such leave.

8-7-3 Return to work rights shall be as prescribed under the Federal Uniformed Services Employment and Re-employment Act (USERRA).

8-8 LEGAL LEAVE

8-8-1 An employee shall be granted leave for jury duty as provided for by law and shall also be granted leave when under subpoena to testify as a witness at a legal proceeding. An employee, if successful as a defendant in a legal proceeding that is job related, shall not be charged with absence from the District for attendance at a legal proceeding.

8-8-2 The employee shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel or for compliance with a subpoena to testify.

8-8-3 Employees not selected for jury duty shall return to work upon being released, except when such release occurs within two (2) hours of the end of the employee's workday.

8-8-4 Such time shall not be charged against excused leave.

8-9 ASSOCIATION LEAVE

8-9-1 Association leave shall be granted with full pay for Association representatives to attend Association workshops, conferences, conventions, negotiations, and other Association business providing the immediate supervisor/designee has been notified in writing using District prescribed forms in advance of taking such leave. Twenty-four hours notice will be given, when possible, prior to the taking of the leave. The Association shall reimburse the District at the rate of fifty dollars ($50.00) per day for each day of Association leave used. Association leave shall be charged in increments of one hour. Association leave shall be charged each quarter by the end of the month following the end of the calendar quarter. Payment to the District will be due within thirty (30) days of the date of receipt of the billing by the District.

8-9-2 Association leave is not accumulative and shall be charged on an hour for hour basis. Any portion of an hour is to be considered an hour.

8-9-3 The Association shall have the number of days to utilize for the process of negotiations as listed below. The use of these days shall not be charged against Association leave days in Section 8-9-1 above.

8-9-3-1 Five (5) Association days for up to six (6) table team members for successor agreement negotiations.

8-9-3-2 Two (2) Association days for up to six (6) table team members for mediation for successor agreement negotiations.

8-9-3-3 Two (2) Association days for up to six (6) table team members for fact-finding for successor agreement negotiations.

8-9-3-4 The Association shall reimburse the District fifty ($50.00) dollars for each day of Association Leave used beyond that allowed by this section.

8-9-4 Reasonable effort shall be made to ensure that Association leave does not affect the ability of the District to provide service.

8-10 WORK RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER

8-10-1 All employees incurring a work related accident or illness shall be directed to medical providers as identified by the District. The employee must submit a first report of injury signed by the supervisor to the Office of Human Resources within four (4) days of the date of injury or the time that the employee first becomes aware of the injury.

8-10-2 Within one (1) workday of an office visit to the physician, the workers compensation injury report or other documentation from the physician must be delivered to the Office of Human Resources and a copy to the immediate supervisor.

8-11 WORK RELATED INJURY OR ILLNESS LEAVE

8-11-1 Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury incurred in the scope and course of their employment, shall be deemed to be on injury leave until they are able to resume their duties. Employees on injury leave shall receive their statutory benefits available under the Worker's Compensation Act of Colorado.

8-11-1-1 Each contract year, employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, as verified in a written statement from the District's designated medical provider concerning the employee's inability to return to work, shall receive a maximum of twenty (20) days of injury leave at their regular salary less workers compensation temporary disability benefits, which shall be paid directly to the District in accordance with C.R.S. 8-42-124(2)(a) and (3). These days will not be chargeable against excused leave.

8-11-1-2 Employees who have returned to work may use excused leave for medical appointments that occur during work hours provided they are required by the District's Workers' Compensation designated medical providers or their referrals, and may also receive workers compensation disability benefits when applicable.

8-11-2 The District will have the right to recover Worker's Compensation Insurance benefits for temporary total or partial disability otherwise due the employee for any period the District pays full salary.

8-11-3 Injury leave shall be authorized only in those cases in which a report of accident form has been initiated by the employee as required by the Worker's Compensation Act of Colorado and the employee has a written statement from the District's designated physician concerning the employee's treatment and his inability to return to work.

8-11-4 An employee shall be denied injury leave if the employee did not suffer a job-related injury, or if the insurance carrier makes a finding of no liability.

8-11-5 There shall be no provision for any loss of work time due to an injury occurring off the job. The employee shall arrange for annual excused leave, vacation, or leave without pay or benefits as provided in this Agreement.

8-11-6 Employees on injury leave shall not be compensated for annually excused leave or holiday benefits unless the injury leave is not compensated by the Worker's Compensation Act of Colorado.

8-11-7 The District shall continue to contribute the District's share of the employee's health/dental premium for a maximum of six (6) calendar months for employees on an authorized injury leave.

8-11-8 The employee shall be responsible to make timely payments for the shortfall in health, dental, and vision premiums in accordance with time schedules prescribed by the Payroll Department.

8-11-9 Employees shall not accrue vacation or annual excused leave while on injury leave. Employees released to return to work on a half-time basis shall accrue one-half of their normal accruals as provided in this Agreement.

8-11-10 During the period that an employee receives injury leave, the employee must provide the Office of Human Resources and the employee's immediate supervisor at least a weekly medical status report.

8-11-11 The District may assign employees to light or modified duty when prescribed by the District's Workers' Compensation Medical Providers.

8-12 PROFESSIONAL LEAVE

8-12-1 Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses such as actual mileage at the rate specified in reimbursement forms, lodging, meals, registration fees, parking, and gratuities may be approved.

8-12-2 Employees may choose to attend non-District hosted conferences, workshops or seminars on their own time on weekends or evenings. This shall not constitute hours of work regardless of whether the District approves or denies reimbursement of all of some portion of the related expenses.

8-13 EXCUSED LEAVE REIMBURSEMENT

8-13-1 Employees who have ten (10) years of full-time continuous employment with the District shall be entitled to twenty-five percent (25%) of per diem rate per day of unused excused leave upon resignation or retirement. In the event of death of the employee, excused leave reimbursement earned but not taken shall be paid to the employee's beneficiary.

8-14 SICK LEAVE BANK

8-14-1 A sick leave bank will be created for the exclusive use of benefitted employees who join the bank by making a non–refundable, voluntary contribution to the bank. There will be an open enrollment period during the month of September each year when new members will be accepted. Employees hired after September 30 may elect to join the bank within thirty (30) days of their hire date.

8-14-1-1 An employee who wishes to join the sick leave bank must annually contribute one (1) excused leave day to the bank. The day will be assessed against the employee's excused leave day account and added to the sick leave bank on October 1 of the year the employee enrolls in the bank.

8-14-1-2 A Sick Leave Bank Board shall be appointed to alternating two-year terms each school year by May 1st for the upcoming year. The Board will be composed of four (4) employees appointed by the Associations and four (4) administrators appointed by the District and will manage the use of the sick leave bank.

8-14-1-2-1 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the bank, and approval or denial of such requests.

8-14-1-2-2 The Sick Leave Bank Board shall notify each applicant in writing of approval or denial of request and the reason thereof within ten (10) school days. Decisions of the Bank Board shall be final and binding and shall not be grievable.

8-14-1-3 An employee who is a member of the sick leave bank may apply to use days from the bank under the following conditions:

8-14-1-3-1 The applicant must first use all of her own accumulated excused leave, and vacation, if applicable, days before she is eligible to apply to the bank for additional days.

8-14-1-3-2 An employee may apply to use up to thirty (30) days from the bank for an unexpected catastrophic event.

8-14-1-3-3 An employee may not use more than sixty (60) days in any three (3) year period.

8-14-1-4 Days may not be awarded in excess of the number of days remaining in the bank at the time the request is granted. If days in the bank drop to a balance of two hundred (200) days, sick leave bank members will be asked to contribute one (1) additional day on the appropriate authorization form. Days contributed to the sick leave bank cannot be subsequently refunded.

8-14-1-4-1 Additional days may not be assessed against members of the sick leave bank without prior approval from the Sick Leave Bank Board.

8-14-2 The Sick Leave Bank Board shall maintain meeting times and minutes of all proceedings, as well as a record of all decisions made for use of sick leave bank days. Confidential information related to a staff member's health will not be available for public review.

8-14-3 If applicable, each application must be accompanied by a doctor's statement certifying that the employee is unable to work. The Board may request additional documentation. The sick leave bank shall not be used for elective surgery, or to extend normal maternity leave, and may not be used when any other program or benefit (SS, PERA, etc.) is also being used.

8-14-4 Sick leave bank activity including number of days in the bank, days used, and days added from new and existing members shall be reported to the Assistant Superintendent of Human Resources and the several Associations on a semi-annual basis in January and June for the periods ending December 31st and May 31st each year. The sick leave bank account may be subject to audit by the District or the Association upon request, with copies provided to the other party upon completion of an audit.

8-14-5 Application forms and other documents necessary for the administration of the sick leave bank shall be developed by the Bank Board and revised as needed.

8-14-6 Applications to use days from the sick leave bank shall be submitted to the Office of Human Resources. The Office of Human Resources will forward such applications to the Bank Board for review and decision. A copy of the application and final authorization will remain on file in the Office of Human Resources.

8-14-7 Employees who are retiring or leaving the District may contribute unused sick leave to the sick leave bank at the time of their retirement or resignation.

8-15 ACADEMIC LEAVE

8-15-1 Academic leave shall be granted to full-time employees of the District for the purpose of completing their required fieldwork in an area related to public school education as determined by the Office of Human Resources. Academic leave shall be granted one time up to one semester. Academic leave shall not be held to the provisions in Section 17-11.

8-15-2 Academic leave shall be granted without salary but with fringe benefits. During the leave the employee shall be required to carry a minimum of eight (8) semester hours of credit from an accredited college or university. The Office of Human Resources shall review all requests for academic leave and shall retain the right to limit the number of approved leave requests per semester. The employee, upon return to active employment, shall be given full experience credit for the period of time spent on academic leave and shall be assigned to a position equal to that previously held in the bargaining unit.

8-15-3 Application for academic leave shall be filed in the Office of Human Resources not later than March 15 proceeding the school work year the leave is requested to become effective. Notice of intention to return to work must be received in writing by the Office of Human Resources at least sixty (60) calendar days prior to the date upon which the employee intends to return to work.

8-15-4 An employee returning from academic leave shall submit a written report to the Office of Human Resources containing transcripts of all college or university work completed while on leave, and all other items of pertinent information as the Office of Human Resources may determine.

8-16 SPECIAL LEAVE

8-16-1 Leaves of Absence requested by employees for purposes not covered by this article may be requested on an individual basis by employees and may be approved at the discretion of and as exclusively determined by the Board. Denial of such requests or approval of such requests with stipulated conditions shall not be grievable.

8-17 HOLIDAYS

8-17-1 Holidays for employees shall be as shown on the official twelve-month work calendar.

8-17-1-1 Twelve (12) month regular full-time contracted employees shall be granted fourteen (14) days per contract year.

8-17-2 Employees required to work on an official holiday shall be paid at a rate of one and one-half times the normal rate of pay. Holiday pay shall be paid only to regular full-time twelve (12) month employees.

8-17-2-1 To be eligible for holiday pay, the employees must have worked the last scheduled workday immediately prior to the holiday and the first scheduled workday immediately following the holiday.

8-18 VACATION

8-18-1 Annual vacation benefits with full salary shall be granted only to regular full-time twelve (12) month employees.

8-18-1-1 Employees who are 12-month contracted employees shall accrue vacation beginning the first day of the month following the start of

their employment. Vacation time is available for use as accrued after the first three (3) full months of employment. Vacation periods will be accrued as follows:

Less than 5 years – 8 days or 6 hours per month

At least 5 years and less than 10 years – 12 days or 9 hours per month

At least 10 years – 16 days or 12 hours per month

8-18-1-2 Employees are encouraged to use their vacation days each year. Employees may not accumulate more than thirty (30) days of unused vacation time. Once an employee has accumulated thirty (30) days of unused vacation, he/she will stop accruing vacation until they have used vacation time and lowered the amount of accumulated vacation below thirty (30) days.

8-18-2 Employees shall take vacation at times, which shall cause the least interruption in the normal conduct of the affairs of the District and times that are consistent with department procedures.

8-18-3 Employees may state their preference as to when their vacation period shall occur and, where practicable, length of service within the District shall determine the priority for individual vacations. Final scheduling of vacation periods shall be determined by the immediate supervisor.

8-18-4 An official school holiday occurring during the vacation period shall not be charged against vacation time.

8-18-5 Should an employee have a vacation leave balance at the time of retirement, resignation, or termination, he/she shall receive per diem pay for each unused vacation leave day not to exceed thirty (30) days.

8-18-6 In the event of death of the employee, the vacation earned but not taken shall be paid to the employee's beneficiary at the per diem rate for each hour not used.

8-19 SHORT TERM DISABILITY

8-19-1 An employee who is unable to perform the essential functions of his/her position with reasonable accommodations, but who is not totally and permanently disabled from gainful employment, may elect to use available excused leave, unpaid leave of absence as set forth in Article 8 of this agreement, or he/she may apply for short-term disability through PERA.

ARTICLE NINE
WORK LOAD

9-1 HOURS

9-1-1 Educational secretaries shall be scheduled on the basis of nine (9) duty hours per day, exclusive of a duty free lunch period. Early childhood educators shall have a duty free lunch period of thirty (30) consecutive minutes included in the regular eight and a half (8.5) hour school day except when emergencies or special events make it necessary to alter the schedule. Campus security guards and community advocates shall have a duty free lunch period of thirty (30) consecutive minutes included in the regular nine (9) hour work day except when emergencies or special events make it necessary to alter the schedule.

9-1-1-1 Employees shall have the right to leave the building during their duty free period, provided such absence from the building does not interfere with their regular assignment. The immediate supervisor shall be notified prior to such absence from the building.

9-1-2 Full-time employees shall be allowed a rest period approximately midway of the first half of the workday and again midway of the second half of the workday. Such rest periods shall be with full pay and shall be of fifteen (15) minutes duration. Rest periods shall not interfere with the normal operations of the school or workday. Lunch and rest periods shall not be accumulative or compensated if not taken by the employee.

9-1-3 Unusual circumstances may require modification of the normal work schedule. The employee and supervisor shall develop a solution that shall be reduced to writing.

9-1-4 If so requested by the employee, the employee's supervisor shall have the responsibility for identifying the employee's priority work items.

9-1-5 Whenever possible, the employee will be given at least two weeks' notice of any change in his/her normal work schedule.

9-2 OVERTIME

9-2-1 Overtime work within seniority groups shall be distributed as equitably as possible among employees by classification at a work site where work is being performed. An overtime record shall be maintained for each employee and shall be available for inspection upon request.

9-2-1-1 The acceptance of emergency overtime assignments shall be considered a condition of employment and refusal may result in disciplinary action. The term emergency as used in this agreement shall mean a situation, which developed suddenly and unexpectedly. Emergencies may only be declared by administrators.

9-2-1-2 In the event an employee feels her work tasks require overtime, she shall notify her supervisor who will assess the need and determine if overtime is warranted.

9-2-1-3 If the supervisor determines that overtime is not needed, the supervisor and the employee together shall prioritize the workload of the employee.

9-2-2 Compensatory time off may be given in lieu of overtime if mutually agreeable between the supervisor and the employee which will be reflected on the timesheet.

9-2-2-1 Compensatory time must be taken within two pay periods or it will automatically be converted to overtime pay. Once the date and time of compensatory or paid overtime has been determined, it shall not be changed unless mutually agreed.

9-2-3 Time and one-half of the employee's regular per diem rates of pay or compensatory time at the same rate shall be paid for work under any of the following conditions:

9-2-3-1 All work performed in excess of forty (40) hours within the employee's workweek.

9-2-3-2 All work performed on the first (1st) and seventh (7th) workday of the workweek shall be computed in accordance with the Fair Labor Standards Act.

9-2-3-3 An employee shall have the right to refuse overtime when not declared an emergency; an employee shall not have the right to file a grievance for overtime work after it has been refused.

9-2-3-3-1 After repeated refusal of overtime, the supervisor shall not ask the employee to work overtime, and thereafter the employee shall be expected to request the opportunity for overtime work.

9-2-3-4 An employee who returns to work for an unexpected call back after leaving the work site and upon completion of the assigned schedule of work shall receive overtime pay for a minimum of four (4) hours work. This provision shall not apply to employees called in to begin work prior to the start of their shift and work continuously into their shift, provided they work the scheduled hours of work for that day.

9-3 SHORTENED WORK WEEK

9-3-1 An employee may work thirty-six (36) hours during a shortened work week (such as the weeks of Labor Day, Thanksgiving, Christmas, Spring Break, Memorial Day, Independence Day, or any other week cut short by District

authorized snow days or other emergency closures) provide the employee's normal nine (9) hour work day is extended voluntarily by the employee and as pre-approved by their administrator.

9-4 PROFESSIONAL DEVELOPMENT

9-4-1 The District shall provide up to three (3) days of District-led professional development for all educational secretaries, campus security guards, and community advocates within the contract year.

9-4-2 The Association shall have input regarding the professional development needs of the educational secretaries, early childhood educators, campus security guards, and community advocates.

9-4-3 Professional Development for early childhood educators provided by the District should adhere to the eight competency areas set forth by the Colorado Department of Human Services (CDHS) Child Care Licensing. Certificates for Professional Development indicating competency area, date, and clock hours will be provided to early childhood educators upon completion of PD.

9-4-3-1 The parties agree that there is an expectation under CDHS for ongoing training where all personnel must complete a minimum of 3 clock hours focused on social emotional development and 12 clock hours focused on the 8 competencies.

9-5 CALENDAR COMMITTEE

9-5-1 The Association shall have the right to representation on the District calendar committee.

9-6 EARLY CHILDHOOD CLASSROOM WORK LOAD

9-6-1 The parties agree that there is an expectation under federal law of certain services to children with special needs.

9-6-2 When an early childhood educator has identified a child with disruptive behaviors, and/or developmental or instructional concern, a written referral with initial documentation will be submitted to the Early Childhood Department. An observation or support will be scheduled by the Early Childhood Department within 8 work days.

9-6-2-1 After the observation or support has taken place, the following may be initiated:

- Response to Intervention (Rti) within Colorado Multi-Tiered System of Supports (CO-MTSS)
- Referral for ESS screening/evaluation

9-6-3 The early childhood educators' work calendar, "Teacher Workdays" shall be on a day in the school year on which students are not scheduled to be present. On such days, no meetings or activities shall be required

ARTICLE TEN
SENIORITY

10-1 Seniority shall be determined by the total length of continuous service from the initial hire date of a regular full-time employee [reference Section 1-1] and shall not be considered interrupted by an approved leave or a reduction in force.

10-2 Loss of seniority shall result from the following:

1. Voluntary resignation
2. Discharge for just cause
3. Failure to return to work from a layoff due to reduction in force or any approved leave of absence within four (4) workdays of notice of return.

10-3 Group seniority shall be the total length of full-time continuous and uninterrupted service within a group as defined below:

A) EDUCATIONAL SECRETARIES
B) EARLY CHILDHOOD EDUCATORS
C) CAMPUS SECURITY GUARDS
D) COMMUNITY ADVOCATES

10-4 In the case of reduction in force or the elimination of a position, a senior employee who is subject to such layoff may exert seniority preference over the most junior by seniority within their respective employee groups provided the senior employee can demonstrate they are qualified to perform the essential duties of the classification as described in the current job description and seniority preference is exerted within five (5) workdays from date of elimination of position. The employee shall be recalled according to seniority in the inverse order of layoff. Within the first thirty 30 days, the employee must demonstrate they have the ability to perform all duties of the position.

10-4-1 In the event that more than one senior employee is affected by the elimination of positions, the employee with the greatest seniority shall have the first choice from a pool of positions created by the reduction in force of the most junior employees. The employee with the second greatest seniority would have the second choice, and so on.

10- 4-2 Employees shall be recalled to positions for which they are qualified within their respective employee groups as defined above according to seniority in the inverse order of layoff provided that the recall occurs within the duration of this Agreement.

10-4-2-1 Recalled employees shall be placed on the appropriate salary schedule per Section 19-1.

10-5 The Office of Human Resources shall maintain a current seniority list and provide the Association an electronic copy and a hard copy upon request. The initial copy will be provided free of charge. If data has changed, the document containing the data will be considered the initial copy. Any additional copies will be charged according to the current District document copying fee.

ARTICLE ELEVEN
DISTRICT SERVICES AND FACILITIES

11-1 BULLETIN BOARDS

11-1-1 Bulletin board space shall be made available to the Association in each building within the school system for posting Association information as follows:

1. Notice of recreational or social events
2. Notice of election
3. Notice of results of election
4. Notice of meetings
5. Other organizational material

11-1-2 The Association accepts all responsibility for all material posted on the Association-designated area on bulletin boards. Nothing of a political nature shall appear or be posted on this bulletin board. A copy of any such posting shall be provided the Superintendent or his designee before posting.

11-1-3 The Superintendent or designee shall have the right to refuse the posting of any materials on the designated bulletin board, and the decision shall not be subject to review through the grievance procedure.

11-2 USE OF DISTRICT SERVICES AND FACILITIES

11-2-1 The Association shall have the right to use school buildings for Association meetings provided advance approval is granted by the District in accordance with the District Facility Use Guidelines.

11-2-2 The Association shall have the right to deliver and receive materials through the school courier service.

11-2-3 The Association shall have the right to place notices, circulars, and other material relevant to the Association's activities into employees' mailboxes.

11-2-4 The Association accepts full responsibility for material it has delivered through the school mail.

11-2-4-1 As a courtesy, a copy of all general announcements and postings shall be forwarded to the Office of Human Resources and the Superintendent.

11-2-5 The Association shall have the right to use District E-mail for Association business.

11-3 Information that is of a privileged nature in accordance with the Open Records Law shall not be transmitted via e-mail.

11-4 Employees may have access to the Internet service for District and Association business.

ARTICLE TWELVE
EMPLOYEE RIGHTS

12-1 A full-time, regular employee shall be regarded as a probationary employee during the first year of employment in the District. Temporary employees shall be regarded as probationary for the duration of their employment. Probationary 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 The District shall retain the sole right to establish, adopt, publish, change, amend, and enforce rules and policies for employees to follow, not in conflict with the terms of this Agreement. The District shall retain the right to warn, reprimand, lay off, discharge, demote and transfer any and all employees who violate these policies or rules. Reference: Classified Employee Work Rules.

12-2-1 District work rules shall be posted on the District website and shall be available upon request through the immediate supervisor. All employees shall be given a copy of the District work rules upon initial employment at the beginning of every school year when the District work rules have been revised. Each employee shall sign that she has received the work rules.

12-3 Disciplinary action taken by the District shall be for just cause and may be subject to the grievance procedure.

12-3-1 An employee shall be given prior notice of all formal written disciplinary action and shall have the right to a representative of his or her choice when the employee is to receive a formal written warning or other form of intended discipline.

12-3-2 Written notations reflecting upon an aspect of an employee's conduct, which notations do not constitute a formal written warning, shall be of no force and effect if not reduced to formal written discipline by the end of the contract year.

12-3-3 Employees shall have the right to submit a written rebuttal to any written discipline or complaint that may be placed in the personnel file and such written rebuttal attached to the item in the file. Any written discipline or complaint is subject to the grievance procedure.

12-3-4 Anonymous complaints may not be used for discipline or evaluation.

12-4 The Board shall attempt to maintain equipment, facilities, and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.

12-5 ASSAULT

12-5-1 In a case of assault toward an employee, the employee shall complete a complaint form describing the incident in accordance with the District policy on Staff Protection. Necessary assistance should be rendered when appropriate.

Advice by legal counsel regarding the handling of incidents will be determined on an individual basis.

12-6 PERSONNEL FILES

12-6-1 Employees' personnel files shall be maintained by the duly appointed administrative custodian of the files in accordance with the Colorado public records law. There shall be only one official personnel file maintained by the District for each employee.

12-6-1-2 The employee shall be given notice when materials are to be placed in the employee's file, which shall be evidenced by the employee's signature. Refusal to sign the notification shall not prevent the administrative custodian from placing the documents in the employee's file.

12-6-2 An employee's personnel file shall be available for inspecting and copying only to the employee, her designated representative, her duly appointed legal representative, or duly appointed public officials who supervise her work.

12-6-2-1 The official custodian of employee personnel files shall furnish copies of records within the personnel file to the employee, her designated representative, or her duly appointed legal representative, within a reasonable time and for a fee as shown on the District's reproduction fee schedule.

12-6-2-2 The employee's right to inspect and copy letters of reference shall be in accordance with public records law. The employee shall not be denied the right of inspecting and copying applications and performance ratings contained in the employee's personnel file.

12-6-2-3 An employee shall have the right to file a rebuttal to items in her personnel file determined by the employee to be derogatory.

ARTICLE THIRTEEN
MANAGEMENT RIGHTS

13-1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and prerogatives conferred upon and vested in it by the laws and the constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities, and prerogatives by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

13-2 Due to the increased costs in printing and copying, the District will provide the Association an electronic copy and upon request only one hard copy free of charge. If data has changed, the document containing the data will be considered the initial copy. Subsequent hard copies will be provided upon request; however, the District may charge a fee according to the current District document copying fee to produce labels, budget reports, audit reports, scattergrams of salaries and health insurance, history of leave usage, and other requested documents.

ARTICLE FOURTEEN
WAIVER

14-1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, except as provided in Article Four, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, unless mutually agreeable to both parties, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE FIFTEEN
TOTAL AGREEMENT

15-1 This Agreement supersedes any previous Agreements between the Board and the Association and constitutes the entire Agreement between the parties.

ARTICLE SIXTEEN
DUES DEDUCTION

16-1 The Board agrees to deduct from the salaries of the members of the Association dues for membership in the Association as employees individually and freely authorize. The Board agrees to deduct from PESPA bargaining unit members' salaries the amount of dues in twelve (12) equal installments during the months of August through July and to transmit all such moneys to the Association treasurer on or about the last working day of each of the twelve (12) months. The dues withheld shall be an amount equal to the total dues of the United Education Profession (PESPA/CEA/NEA) prorated in twelve (12) monthly equal installments. The Board shall honor dues deduction authorizations on signed membership and payroll authorization forms and shall not discriminate against properly obtained electronic signatures.

16-1-2 Upon resignation, retirement, or termination of employment with the District, payroll deduction for Association dues shall terminate with the employee's final District pay.

16-2 PESPA will send a letter to the bargaining unit in August of each year informing the bargaining unit of membership benefits and cost in addition to the process and dates to revoke the membership. Regular membership dues deductions shall be made for every employee who is a member in accordance with Section 16-1. A member wishing not to pay the dues described above may so indicate by each individual employee sending a certified request return-receipt letter which must be received at the UniServ office between August 1 through August 31 of each year, with a copy to the District payroll office. Written notification shall include the name, local association, building, and position of the employee. If the 31st of the month falls on a Friday, Saturday, or Sunday, an individual employee's certified letter must be received by the Thursday of the preceding week. Only this method of revocation will be recognized by PESPA and the District. The PESPA and the District shall honor dues deduction authorizations on signed membership and payroll authorization forms, and shall not discriminate against properly obtained electronic signatures.

16-3 The Association agrees to present to the District Payroll Office no later than September 15 of each school year a list (spreadsheet) of members that have authorized dues deduction and a statement from the treasurer of the Association certifying the amount of professional dues to be deducted from each employee's salary. The Board agrees to deduct dues at the appropriate amount when the Association presents the name(s) of any new member(s) to the District Payroll Office throughout the year. The Association shall retain in its records the membership and dues deduction authorization forms for each member and upon request by the District produce those forms or, if relevant, the confirmation email sent to the members who joined the association electronically. All

PESPA membership information obtained by district administrators must be treated as confidential and must not be shared with any outside party not employed by or affiliated with Pueblo School District 60 unless otherwise required by law. The District will notify the Association of any legal request related to membership information.

16-4 The Association agrees to hold the Board harmless from any action growing out of these deductions and commenced by any employee against the Board or the District. Further, the Association assumes full responsibility for the disposition of the funds so deducted once they have been transmitted to the treasurer of the Association.

16-4-1 The Association agrees that the District shall be held harmless and not liable for dues deduction due to garnishments or court ordered deductions of the employee's pay that may occur, or on the last month due to resignation, termination, retirement, or any long term leave.

16-4-2 Any member who wishes to revoke their membership outside of the revocation period of August 1 through August 31 shall be allowed to stop dues deduction upon notification by the Association that the member has complied with the association's resignation/revocation process. The Association will notify the District within thirty (30) days of receiving such request.

ARTICLE SEVENTEEN
POSTINGS AND TRANSFERS

17-1 The following order of criteria shall be applied when a position/vacancy exists within the bargaining unit.

1. Qualifications
2. Seniority

17-1-1 In defining qualifications under Section 17-1, the following may be considered, but not be limited to: experience, education, work record including a review of the candidate's performance evaluation(s), and a review of disciplinary record(s).

17-2 Notice of all new positions and vacancies within the bargaining unit shall be posted on the District website for a period of at least seven (7) calendar days.

17-3 The posting shall contain specific qualifications, responsibilities, any additional requirements, and the date when the posting will close.

17-4 All interested applicants must follow the current District process for applications by the end of the closing date to be considered for the position/vacancy.

17-5 Those employees who meet the posted qualifications for the position/vacancy shall be granted an interview.

17-6 To assure the interview process is followed and remains confidential when a position/vacancy exists, the Association shall be represented on the interview committee. The Association shall mutually provide annually, by September 1, a list consisting of eight (8) members of the bargaining unit to the Office of Human Resources. The interview committee shall review the qualifications of all candidates participating in the interview and select the most qualified candidate for the position. If qualifications are equal, seniority will prevail. The determination of the interview committee shall be final.

17-7 Positions/vacancies shall be filled in the following order:

(1) Reduction in Force (RIF) (refer to Section 10-4)
(2) Administrative Transfers
(3) Employees returning from leave of absence
(4) Most qualified candidate as determined by the interview committee

17-8 After the successful applicant has accepted a position, the District shall notify Employees who interviewed for the position, that they were not selected. An employee who is unsuccessful in bidding on a vacancy may request the reason for not being selected.

17-9 Employees who are successful bidders shall be given a trial period of up to thirty (30) workdays during which time the ability to perform the assigned position shall be determined. At the completion of the thirty (30) workdays, the Administration shall determine if the employee meets the qualifications of the position. The administration's decision shall be final and binding. An employee who is deemed not to meet the qualifications for the new

position shall be returned immediately to her former position when available, or otherwise temporarily reassigned to a position for which they are qualified until a permanent position is determined by bidding or administrative transfer according to Section 17-14. The employee shall receive step increments, when applicable. Salary shall be determined in accordance with Section 19-1-3.

17-10 Employees who are successful bidders may within eight (8) calendar days, exercise the option of returning to their former position, if available, or otherwise being exempted from Section 17-13 until the employee is selected for a new position.

17-11 Substitutes shall not fill a new position or a vacant current position beyond twenty (20) workdays. (See Section 8-14-1.)

17-11-1 In the event the position cannot be filled in two (2) consecutive postings, the District will maintain a substitute in the position.

17-12 It is recognized that employees are desirous of learning additional skills to enable them to qualify for promotions. Therefore, an employee may be requested to perform work temporarily in a classification higher or lower than the employee's present position. Should a higher-class assignment amount to more than nine (9) hours of an employee's workweek, the employee shall be paid the higher rate for such work. An employee temporarily requested to perform work in a lower classification shall continue to be paid at their regular rate of pay.

17-13 An employee shall be permitted to voluntarily transfer by applying for positions as outlined in Section 17-4. An employee may voluntarily transfer only after one calendar year from the date of hire or after one calendar year from date of voluntary transfer, unless the employee is transferring to a higher salaried classification.

17-14 The parties recognize the need and the right of Administration to execute an administrative transfer when a position is available and when it is determined that such a transfer is necessary in order to meet the employee's needs or administrative and/or program needs of the District. When possible, the District shall address program needs prior to the beginning of the school year to cause the least disruption.

17-14-1 When the Office of Human Resources has identified an employment situation, which requires a change in the staffing of current employees, an administrative transfer may be implemented within the same classification/pay grade and division without following the posting procedure and provisions of Sections 17-1 and 17-2. Employees who are transferred by the Administration shall be assigned to a position for which they are qualified.

17-14-2 When a transfer is requested by the Administration, the employee shall be notified and given the reason for the transfer. Whenever possible, the District will give the employee eight (8) working days advance written notice of transfer. Upon a written request from the employee, a meeting shall be arranged with the employee, her representative, the supervisor, and a representative from

the Office of Human Resources, at which time the transfer shall be discussed and the reason for the transfer shall be given. The employee shall have the right to place explanatory statements in her personnel file pertaining to the administrative transfer.

17-15 Current employees bidding for new or vacant positions shall not be required to be tested unless no standard test of secretarial skills is on file with the District. Tests that are part of the interview process, however, shall be required for all applicants being interviewed.

17-15-1 In the situations identified above, the District shall bear the costs of said testing.

17-16 The District shall work collaboratively with the Association during the development or change of all written job descriptions. The District will make the final decisions on all changes to job descriptions.

ARTICLE EIGHTEEN
EVALUATIONS

18-1 Evaluation of employees shall be conducted according to the performance evaluation plan developed by the Classified Staff Performance Evaluation Committee.

18-1-1 All employees shall be provided with a copy of their job description prior to the evaluation period.

18-2 In the event an educational secretary, campus security guard, or community advocate receives a below standard evaluation, said employee shall be given the reason in writing and recommendations for improvement. The educational secretary, campus security guard, or community advocate shall be re-evaluated at the end of a sixty-day (60) period.

18-3 Compliance with the evaluation procedure and/or an overall unsatisfactory evaluation are proper subjects for the grievance procedure.

18-4 Employee evaluations shall be conducted by the Administration of all first-year classified staff personnel. All other classified staff personnel will be evaluated as the administration deems necessary and in substantial compliance with the District Classified Review Procedure. Such evaluations will be conducted when the supervisor determines that the evaluation process is needed, otherwise evaluations shall take place every three (3) years on a rotating cycle. Employees shall receive a copy of their evaluation.

18-5 The evaluation form for early childhood educators may vary from the standard classified employee's evaluation form. Early childhood educators will be evaluated by the immediate supervisor (principal) and/or a certified program administrator.

18-5-1 The process will include a pre-conference to be completed no later than October 1 and a mid-year conference to be completed by the end of January for the purpose of discussing the employee's performance and to implement an improvement plan, if applicable.

18-5-2 In the event there is an improvement plan, the employee, immediate supervisor and/or certified program administrator shall meet no later than April 15 to review progress toward meeting the conditions and expectations set forth in the improvement plan and to determine if the plan should be continued or if the plan has been satisfactorily completed.

ARTICLE NINETEEN
SALARIES

19-1 SALARY SCHEDULES

19-1-1 The Salary Schedules for employees covered by this Agreement shall be effective August 1, 2023 through July 31, 2025 and are set forth in the appendices attached hereto and made a part thereof. Appendices A-1, A-2, A-3, and A-4 shall be increased with a 12% across the board (ACB) increase for the 2023-2024 school year.

19-1-1-1 Step increases will be awarded for the 2023-2024 school year on August 1 when applicable.

19-1-1-2 An employee hired after the start of the contract year shall be eligible for a step increase on August 1, if she has worked the following:

9 month Campus Security Guards/ Community Advocates	80 days worked
ECE/10 Month Ed. Secretaries	5 months worked
11 Month Ed. Secretaries	5 months worked
12 Month Ed. Secretaries	6 months worked

19-1-1-3 Work eligible for advancement on the salary schedule shall not include leave without pay or work outside of the employee's work calendar for which additional compensation is awarded.

19-1-2 Educational secretaries who are transferred or reclassified to a new position at a higher classification shall have their new salary calculated so that they get at least a three percent (3%) salary increase.

19-1-2-1 If the move is to a higher classification with the same length of work year, the employee shall be placed in the correct classification column at the lowest step which gives at least a three percent (3%) salary increase.

19-1-2-2 If the move is to a position in the higher classification with a longer or shorter work year,

1) The per diem rate shall be calculated for the old position, which for purpose of Section 19-1-2 only, shall be based on 165 workdays for ten (10)-month positions, 177 workdays for eleven (11)-month positions or 213 workdays for a twelve (12)-month position.
2) The per diem rate shall be increased by three percent (3%).
3) The new computed per diem rate shall be multiplied by the number of workdays for the new position.

4) The employee shall be placed on the step on the salary schedule for the longer work year that is closest to the amount computed in #3 above.
5) If the computed salary is less than the current salary, then refer to Section 19-1-3 below.

19-1-3 Educational secretaries who voluntarily apply for a position that involves moving to a position which is at a lower classification or has a shorter work year will be placed on the step at the lower classification as previously held in the higher classification or longer work year. Educational secretaries who are involuntarily moved to a position which is at a lower classification or which involves moving to a position which has a shorter work year shall have their new salary calculated so that they move to their new salary schedule position over a three-year period.

19-1-3-1 The first year the educational secretary shall receive the same salary they received at their old position.

19-1-3-2 The second year the educational secretary shall receive an amount, which is halfway between their old salary and the correct salary for the new position.

19-1-3-3 The third year the educational secretary shall receive the correct salary for the new position.

19-1-4 For salary placement only, an employee who is rehired after a voluntary resignation from the District shall receive credit for one-half of their previous experience obtained in the District up to a maximum of two (2) years of credit providing the employee is rehired within five (5) years from the date of resignation.

19-1-5 For salary placement only, a newly hired employee who has previous experience relevant to the position, shall be granted experience credit up to a maximum of one (1) year. Experience credit shall only be granted for work during the five (5) years immediately prior to the date of hire.

19-1-6 Employees whose duties and responsibilities require intra-district travel will be reimbursed at the current approved rate established by the Internal Revenue Service. Travel to commute to and from work is not reimbursable. Reimbursement forms will be provided by the District Accounting Office. Reimbursements submitted more than 2 months after the travel occurred will be taxed as income.

19-1-7 The District will provide five shirts to all Campus Security Employees on a yearly basis by September 30 each year.

19-2 LONGEVITY PAY

19-2-1 Employees covered by this Agreement as of August 1 each year shall be entitled to longevity pay as listed below.

21 to 23 years of service..... $1,200 annually
24 to 26 years of service..... $2,400 annually
27 or more years of service…..... $3,600 annually

19-3 EDUCATIONAL CREDIT

19-3-1 Horizontal adjustments on the early childhood educators' salary schedules shall be granted for degrees or semester credit hours earned by September 1, subject to the early childhood educator's declaration of the earned degree or credit hours on a District Graduate Credit Declaration form only, and presented in person to the Office of Human Resources on or before September 15. Only official District Graduate Credit Declaration forms shall be used and accepted by the Office of Human Resources.

19-3-1-1 Early childhood educators may request a mid-year horizontal adjustment for receiving large center director certification for certifications earned by December 31, subject to the early childhood educator's submitting the large center certification to the Office of Human Resources on or before January 15.

19-3-2 Verification of semester credits or an earned degree by official transcript only shall be solely the responsibility of the early childhood educator, and all verification shall be presented in person on an official college or university transcript to the Office of Human Resources on or before October 31. Declaration and verification shall be properly receipted upon presentation to the Office of Human Resources with a receipt copy being given to the early childhood educator. If official transcript verification of credit hours declared on the District Graduate Credit Declaration form is not received on or before October 31, a salary deduction from the early childhood educator's salary shall be made for the amount actually paid to date for the earned degree or additional credit hours. If a transcript is not available from the college or university, a letter from the official college or university authority issuing transcripts shall state the reason the transcript cannot be issued and shall verify that the hours or degree has actually been earned. The letter shall be delivered by the early childhood educator to the Office of Human Resources on or before the October 31 deadline date for verification. An extension of the October 31 deadline for official transcript verification may be granted in writing by the Office of Human Resources.

19-3-3 The District will accept credits earned through the Co-Pilot Program offered through CEA and an affiliated university for early childhood educators. This will be applied toward horizontal adjustments. The process for submitting shall still apply as defined in Section 19-3.

19-4 JOB EVALUATION STUDY

The Job Evaluation Study (JES) shall be utilized exclusively to evaluate or re-evaluate existing clerical positions, with the outcome limited to Appendix A-1.

19-4-1 A JES committee shall be comprised of six (6) members equally represented by the Administration and the Association. The Assistant Superintendent of Human Resources shall appoint no more than three (3) representatives, and the President of the Association shall appoint no more than three (3) representatives to serve on the committee.

19-4-1-1 It is the intent of the District and the Association to maintain the integrity of the Job Evaluation Study of educational secretary positions completed in 2003 and implemented September 1, 2004. It is agreed that from time to time it may be necessary to re-evaluate existing positions and evaluate new positions for proper classification.

19-4-2 The District shall have sole discretion with regard to granting or denying upgrades, which will be limited to Appendix A-1 and determining the amount to be budgeted for such upgrades.

19-4-2-1 No upgrade shall be granted to any employee in any year where salary increases are not negotiated, agreed upon, and approved by the Board of Education.

19-4-3 If an employee believes there has been a significant change in their job, the employee or the supervisor, or both, may request the JES Questionnaire from the Office of Human Resources between December 1 and December 15 to be completed and submitted to the JES Committee.

19-4-4 The JES Committee shall review the Questionnaire. Upon review, the JES Committee shall approve or deny the request and notify the party/parties no later than January 15.

19-4-4-1 If the Questionnaire is denied by the JES Committee, no further action is required. If approved, the party/parties will be scheduled to complete the JES Packet.

19-4-4-2 Upon completion of the JES Packet, the Packet shall be submitted to the JES Committee to be scored. The party/parties shall be notified of the outcome within ten (10) days of receipt of the JES Packet.

19-4-4-3 If the party/parties disagree with the outcome, an appeal may be made to the Office of Human Resources within ten (10) workdays of said notice. A hearing will be scheduled with the party/parties upon appeal. The Assistant Superintendent of Human Resources and the Director of Spanish Peaks UniServ will act as hearing

officers for the appeal. The hearing officers shall provide written notice of the reasons to the appealing party/parties. The decision of the hearing officers will be final and binding.

19-4-5 The District shall compare new positions to existing positions to determine proper placement on a salary schedule for initial posting and placement.

19-4-6 Employees reclassified as a result of a job evaluation survey shall be placed in accordance with Section 19-1-2. Experience steps, when applicable, shall be granted after placement on the new salary schedule.

APPENDIX A
SCHEDULE OF POSITIONS BY PAY GRADE

August 1, 2023 through July 31, 2025

Pay Grade	*Assignment*

12-MONTH POSITIONS

Pay Grade 4:
ASC Human Resources Secretary
AESS Records Secretary
HS Counselor Secretary (Registrar)
MSC Facilities Secretary
PYC Secretary
ASC Purchasing Secretary*
ASC Safe and Health Schools Secretary*
ASC Professional Development Secretary*

Pay Grade 5:
DLS Early Childhood Education Secretary
HS Principal Secretary
MSC Warehouse Secretary
ASC Student Records Secretary
Paragon Secretary
ASC Accounting Technician*
ASC Athletics Secretary*
ASC Human Resources Secretary
ASC Innovation and Assessment Secretary*
ASC Elementary Education Secretary*
ASC Intervention Programs Secretary*
ASC Federal Programs Secretary*
ESS Director Secretary*
NS Nutrition Services Secretary*

11-MONTH POSITIONS

Pay Grade 4: None

Pay Grade 5: MS Principal Secretary

10-MONTH POSITIONS

Pay Grade 4:
Elementary Secretary
HS Attendance Secretary
HS Data Secretary
K-8 Attendance Secretary
MS Attendance Secretary
MSC Custodial Secretary
ESS Secretary*

Pay Grade 5:
HS Activities Accounting Technician
K-8 Principal Secretary

APPENDIX A-1
EDUCATIONAL SECRETARY SALARY SCHEDULE
Effective August 1, 2023 – July 31, 2024

	10-Month – 165 Days		11-Month – 177 Days		12-Month – 213 Days	
	PAY GRADE		PAY GRADE		PAY GRADE	
STEP	4	5	4	5	4	5
1	$33,920	$36,824	$37,334	$40,239	$40,674	$44,306
2	$34,768	$37,745	$38,267	$41,246	$41,692	$45,414
3	$35,637	$38,688	$39,225	$42,277	$42,734	$46,548
4	$36,528	$39,656	$40,205	$43,334	$43,802	$47,712
5	$37,442	$40,647	$41,210	$44,417	$44,897	$48,905
6	$38,378	$41,663	$42,240	$45,527	$46,020	$50,128
7	$39,337	$42,704	$43,296	$46,666	$47,169	$51,381
8	$40,320	$43,772	$44,379	$47,832	$48,348	$52,666
9	$41,329	$44,866	$45,488	$49,028	$49,558	$53,983
10	$42,361	$45,988	$46,624	$50,253	$50,796	$55,331
11	$43,420	$47,139	$47,790	$51,510	$52,067	$56,716
12	$44,505	$48,317	$48,985	$52,798	$53,368	$58,132
13	$45,618	$49,525	$50,210	$54,118	$54,702	$59,586
14	$46,759	$50,763	$51,465	$55,471	$56,070	$61,075
15	$47,927	$52,032	$52,752	$56,858	$57,471	$62,602
16	$49,126	$53,333	$54,071	$58,279	$58,908	$64,167
17	$50,354	$54,666	$55,423	$59,736	$60,381	$65,772
18	$52,116	$56,579	$57,362	$61,827	$62,494	$68,074
19	$53,940	$58,560	$59,370	$63,991	$64,682	$70,456
20	$55,828	$60,609	$61,448	$66,230	$66,945	$72,922

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

EDUCATIONAL SECRETARY SALARY SCHEDULE

Effective August 1, 2024 – July 31, 2025

	10-Month – 165 Days		11-Month – 177 Days		12-Month – 213 Days	
	PAY GRADE		PAY GRADE		PAY GRADE	
STEP	4	5	4	5	4	5
1	$37,720	$40,624	$41,134	$44,039	$44,474	$48,106
2	$38,663	$41,640	$42,162	$45,140	$45,586	$49,309
3	$39,630	$42,681	$43,216	$46,268	$46,725	$50,541
4	$40,620	$43,748	$44,297	$47,425	$47,894	$51,805
5	$41,636	$44,841	$45,404	$48,611	$49,091	$53,100
6	$42,677	$45,962	$46,539	$49,826	$50,318	$54,428
7	$43,744	$47,111	$47,703	$51,072	$51,576	$55,788
8	$44,837	$48,289	$48,895	$52,349	$52,866	$57,183
9	$45,958	$49,496	$50,118	$53,657	$54,187	$58,612
10	$47,107	$50,734	$51,371	$54,999	$55,542	$60,078
11	$48,285	$52,002	$52,655	$56,374	$56,930	$61,580
12	$49,492	$53,302	$53,971	$57,783	$58,354	$63,119
13	$50,729	$54,635	$55,321	$59,228	$59,813	$64,697
14	$51,997	$56,001	$56,704	$60,708	$61,308	$66,315
15	$53,297	$57,401	$58,121	$62,226	$62,841	$67,973
16	$54,630	$58,836	$59,574	$63,782	$64,412	$69,672
17	$55,996	$60,307	$61,064	$65,376	$66,022	$71,414
18	$57,955	$62,417	$63,201	$67,664	$68,333	$73,913
19	$59,983	$64,602	$65,413	$70,033	$70,724	$76,500
20	$62,083	$66,863	$67,702	$72,484	$73,200	$79,178

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

EDUCATIONAL SECRETARY SALARY SCHEDULE

Effective August 1, 2025 – July 31, 2026

	10-Month – 165 Days		11-Month – 177 Days		12-Month – 213 Days	
	PAY GRADE		PAY GRADE		PAY GRADE	
STEP	4	5	4	5	4	5
1	$39,020	$41,924	$42,434	$45,339	$45,774	$49,406
2	$39,996	$42,972	$43,495	$46,472	$46,918	$50,641
3	$40,995	$44,046	$44,582	$47,634	$48,091	$51,907
4	$42,020	$45,148	$45,697	$48,825	$49,294	$53,205
5	$43,071	$46,276	$46,839	$50,046	$50,526	$54,535
6	$44,148	$47,433	$48,010	$51,297	$51,789	$55,898
7	$45,251	$48,619	$49,210	$52,579	$53,084	$57,296
8	$46,383	$49,834	$50,441	$53,894	$54,411	$58,728
9	$47,542	$51,080	$51,702	$55,241	$55,771	$60,196
10	$48,731	$52,357	$52,994	$56,622	$57,165	$61,701
11	$49,949	$53,666	$54,319	$58,038	$58,595	$63,244
12	$51,198	$55,008	$55,677	$59,489	$60,059	$64,825
13	$52,478	$56,383	$57,069	$60,976	$61,561	$66,446
14	$53,790	$57,793	$58,496	$62,500	$63,100	$68,107
15	$55,134	$59,238	$59,958	$64,063	$64,677	$69,809
16	$56,513	$60,718	$61,457	$65,664	$66,294	$71,555
17	$57,925	$62,236	$62,994	$67,306	$67,952	$73,343
18	$59,953	$64,415	$65,198	$69,662	$70,330	$75,911
19	$62,051	$66,669	$67,480	$72,100	$72,792	$78,567
20	$64,223	$69,003	$69,842	$74,623	$75,339	$81,317

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

APPENDIX A-2
EARLY CHILDHOOD EDUCATORS SALARY SCHEDULE
Effective August 1, 2023 – July 31, 2024

	PAY GRADE				
STEP	**Non-Cert**	**30 + Dir Cert**	**AA + Dir Cert**	**AA + 30 + Dir Cert**	**BA + Dir Cert**
1	$25,196	$29,633	$30,507	$31,435	$32,366
2	$25,826	$30,373	$31,270	$32,221	$33,174
3	$26,471	$31,133	$32,051	$33,027	$34,004
4	$27,133	$31,911	$32,853	$33,852	$34,853
5	$27,812	$32,708	$33,674	$34,699	$35,725
6	$28,506	$33,527	$34,516	$35,566	$36,618
7	$29,220	$34,364	$35,379	$36,455	$37,535
8	$29,950	$35,224	$36,263	$37,368	$38,472
9	$30,699	$36,104	$37,169	$38,301	$39,434
10	$31,468	$37,007	$38,098	$39,259	$40,420
11	$32,253	$37,932	$39,052	$40,239	$41,430
12	$33,059	$38,880	$40,028	$41,246	$42,466
13	$33,886	$39,852	$41,028	$42,277	$43,528
14	$34,733	$40,848	$42,054	$43,334	$44,616
15	$35,601	$41,869	$43,105	$44,418	$45,731
16	$36,491	$42,916	$44,183	$45,528	$46,874
17	$37,403	$43,989	$45,288	$46,666	$48,046
18	$38,712	$45,528	$46,873	$48,300	$49,728
19	$40,067	$47,122	$48,513	$49,990	$51,468
20	$41,470	$48,771	$50,211	$51,740	$53,270

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

EARLY CHILDHOOD EDUCATORS SALARY SCHEDULE

Effective August 1, 2024 – July 31, 2025

	PAY GRADE				
STEP	**Non-Cert**	**30 + Dir Cert**	**AA + Dir Cert**	**AA + 30 + Dir Cert**	**BA + Dir Cert**
1	$28,996	$33,433	$34,307	$35,235	$36,166
2	$29,721	$34,269	$35,165	$36,116	$37,070
3	$30,464	$35,126	$36,044	$37,019	$37,997
4	$31,226	$36,004	$36,945	$37,944	$38,947
5	$32,006	$36,904	$37,869	$38,893	$39,920
6	$32,806	$37,826	$38,815	$39,865	$40,919
7	$33,626	$38,772	$39,786	$40,862	$41,941
8	$34,467	$39,741	$40,780	$41,883	$42,990
9	$35,329	$40,735	$41,800	$42,930	$44,065
10	$36,212	$41,753	$42,845	$44,004	$45,166
11	$37,117	$42,797	$43,916	$45,104	$46,296
12	$38,045	$43,867	$45,014	$46,231	$47,453
13	$38,996	$44,964	$46,139	$47,387	$48,639
14	$39,971	$46,088	$47,293	$48,572	$49,855
15	$40,971	$47,240	$48,475	$49,786	$51,102
16	$41,995	$48,421	$49,687	$51,031	$52,379
17	$43,045	$49,631	$50,929	$52,307	$53,689
18	$44,551	$51,369	$52,711	$54,137	$55,568
19	$46,111	$53,166	$54,556	$56,032	$57,513
20	$47,724	$55,027	$56,466	$57,993	$59,526

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

EARLY CHILDHOOD EDUCATORS SALARY SCHEDULE

Effective August 1, 2025 – July 31, 2026

	PAY GRADE				
STEP	**Non-Cert**	**30 + Dir Cert**	**AA + Dir Cert**	**AA + 30 + Dir Cert**	**BA + Dir Cert**
1	$30,296	$34,733	$35,607	$36,535	$37,466
2	$31,053	$35,601	$36,497	$37,448	$38,403
3	$31,830	$36,491	$37,410	$38,385	$39,363
4	$32,625	$37,404	$38,345	$39,344	$40,347
5	$33,441	$38,339	$39,303	$40,328	$41,355
6	$34,277	$39,297	$40,286	$41,336	$42,389
7	$35,134	$40,280	$41,293	$42,369	$43,449
8	$36,012	$41,287	$42,326	$43,429	$44,535
9	$36,913	$42,319	$43,384	$44,514	$45,649
10	$37,836	$43,377	$44,468	$45,627	$46,790
11	$38,781	$44,461	$45,580	$46,768	$47,960
12	$39,751	$45,573	$46,719	$47,937	$49,159
13	$40,745	$46,712	$47,887	$49,136	$50,388
14	$41,763	$47,880	$49,085	$50,364	$51,647
15	$42,807	$49,077	$50,312	$51,623	$52,938
16	$43,878	$50,304	$51,570	$52,914	$54,262
17	$44,975	$51,561	$52,859	$54,236	$55,618
18	$46,549	$53,366	$54,709	$56,135	$57,565
19	$48,178	$55,234	$56,624	$58,099	$59,580
20	$49,864	$57,167	$58,605	$60,133	$61,665

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

APPENDIX A-3
CAMPUS SECURITY GUARD SALARY SCHEDULE

Effective August 1, 2023 – July 31, 2024

Step	Amount
1	$29,926
2	$30,675
3	$31,441
4	$32,227
5	$33,033
6	$33,859
7	$34,705
8	$35,572
9	$36,462
10	$37,373
11	$38,308
12	$39,266
13	$40,248
14	$41,254
15	$42,285
16	$43,342
17	$44,426
18	$45,981
19	$47,590
20	$49,256

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

APPENDIX A-4
COMMUNITY ADVOCATE SALARY SCHEDULE

Effective August 1, 2023 – July 31, 2024

Step	Amount
1	$31,840
2	$32,637
3	$33,453
4	$34,289
5	$35,147
6	$36,025
7	$36,925
8	$37,849
9	$38,795
10	$39,764
11	$40,759
12	$41,778
13	$42,822
14	$43,893
15	$44,990
16	$42,821
17	$43,892
18	$44,989
19	$46,114
20	$47,267

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

APPENDIX A-4
COMMUNITY ADVOCATE
ONLINE ADVOCATE
CAMPUS SECURITY GUARD
SALARY SCHEDULE

Effective August 1, 2024 – July 31, 2025

Step	Amount
1	$35,640
2	$36,531
3	$37,444
4	$38,380
5	$39,340
6	$40,323
7	$41,331
8	$42,365
9	$43,424
10	$44,509
11	$45,622
12	$46,763
13	$47,932
14	$49,130
15	$50,358
16	$51,617
17	$52,908
18	$54,760
19	$56,676
20	$58,660

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

COMMUNITY ADVOCATE
ONLINE ADVOCATE
CAMPUS SECURITY GUARD
SALARY SCHEDULE

Effective August 1, 2025 – July 31, 2026

Step	Amount
1	$36,940
2	$37,864
3	$38,810
4	$39,780
5	$40,775
6	$41,794
7	$42,839
8	$43,910
9	$45,008
10	$46,133
11	$47,286
12	$48,468
13	$49,680
14	$50,922
15	$52,195
16	$53,500
17	$54,838
18	$56,757
19	$58,743
20	$60,799

Longevity – as of August 1 each year

21 to 23 years of service - $1,200 annually

24 to 26 years of service - $2,400 annually

27 or more years of service - $3,600 annually

ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF AUGUST 2023, AND ALL PROVISIONS OF THIS AGREEMENT SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTY-FIRST DAY OF JULY 2025.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 10TH DAY OF AUGUST, 2023.

PUEBLO SCHOOL DISTRICT NO. 60
in the County of Pueblo
and State of Colorado

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
Vice President, Board of Education

PUEBLO EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION

By SIGNATURE ON FILE
Co-President, PESPA

By SIGNATURE ON FILE
Co-President, PESPA

MEMORANDUM OF UNDERSTANDING
TEACHER WORK DAY 2023-2024

The parties mutually agree to the following revisions to the Negotiated Agreement that will go into effect in the 2023-24 school year beginning August 1, 2023 and expiring July 31, 2024

On teacher workdays not at the beginning or end of the school year, Early Childhood Educators will have the option to work off-site for all or part of the day. Early Childhood Educators choosing to use this provision must give at least 24 hour notification in writing to their building principal (or supervisor when applicable) and early childhood department and clock in on the Frontline system, provide workable contact information for the workday, and complete applicable work tasks as outlined by the District Administration.

MEMORANDUM OF UNDERSTANDING
EARLY CHILDHOOD EDUCATOR SALARY SCHEDULE TASK FORCE

The Pueblo Educational Support Personnel Association that represents the Early Childhood Educators in Pueblo School District 60, and the District agree to form a task force for the 2023-2024 school year to develop options around changes to the current ECE salary schedule and job categories. The task force will begin to meet no later than October 15, 2023.

Ideas to be discussed and considered include a conversion to an exempt salary schedule, the potential increase to a professional level of salary along with the adjustment of the Job Description to reflect more teaching and learning expectations, skills, and the consideration of a classroom teacher and assistant program adjustment from the current ECE/co-teacher program design.

The task force will have equal representation of PESPA ECE members and district administration. The task force will have no more than 4 ECE PESPA representatives and no more than 4 district administrators. The task force will discuss and possibly make a recommendation about what happens to those ECE who are not Large Center Certified. Will they be given time to get Large Center Certified, or placed on a different schedule that reflects the duties of a lead teacher that supports the ECE Directors in the classroom.

The task force will send any agreed upon recommendations to the PESPA and district bargaining teams to be negotiated at the spring 2024 negotiations.

MEMORANDUM OF UNDERSTANDING
PESPA AND PUEBLO SCHOOL DISTRICT NO. 60

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their Agreement fully and finally settling the 2023-24 round of negotiations between Pueblo School District 60 and PESPA:

1. PESPA and the District agree to extend the PESPA Agreement to July 31, 2026. The parties will submit a letter between January 15 and February 1, 2025 to open interim negotiations on one language article for each party, if needed. All compensation issues are resolved and will not be opened between August 1, 2024 to July 31, 2026; and

2. Steps and lanes for the 2024-25 school year will be awarded beginning August 1, 2024; Steps and lanes for the 2025-26 school year will be paid beginning August 1 2025; and

3. The Security Guards will be moved to the Community Advocate Salary Schedule, step for step, beginning August 1, 2024; and

4. Step 1 of Secretarial, Early Childhood Educator, and Community Advocate/Security Guard salary schedules will be increased by $3,800, effective August 1, 2024; and

5. Step 1 of Secretarial, Early Childhood Educator, and Community Advocate/Security Guard salary schedules will be increased by an additional $1,300, effective August 1, 2025; and

6. The District Insurance Contribution in Article 7-1-2 will increase to $675 effective August 1, 2024. The contribution will increase to $750 effective August 1, 2025.

PUEBLO SCHOOL DISTRICT NO. 60
in the County of Pueblo
and State of Colorado

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
Vice President, Board of Education

PUEBLO EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION

By SIGNATURE ON FILE
Co-President, PESPA