

Colorado Springs School District 11  
and  
Colorado Springs Education Association

Memorandum of Understanding  
Regarding Special Service Providers

Colorado Springs School District 11 (the "District") and the Colorado Springs Education Association ("CSEA") have agreed that all members of the bargaining unit will have similar, but not identical, paths to non-probationary status and continuing employment.

1. For purposes of this Memorandum of Understanding ("MOU"), the term, "Special Service Provider," ("SSPs") means those employed more than half-time as a speech-language pathologist, counselor, psychologist, social worker, nurse, audiologist, behavior interventionist, occupational therapist, physical therapist, orientation and mobility specialist and similar certified employee, who is subject to the Master Agreement between the District and CSEA.
2. Although not covered by the Colorado Teacher Employment Compensation and Dismissal Act ("TECDA,"), SSPs will be afforded non-probationary status based upon employee performance, if the following criteria are met:
  - a. The SSP has been continuously employed by the District on a full-time basis for three (3) consecutive years; and
  - b. During each of those years, the SSP has received overall ratings of Effective or better on the SSP's performance evaluations.
3. After an SSP is afforded non-probationary status based upon performance, the District will not terminate the SSP's employment without just cause, so long as the SSP retains such non-probationary status.
4. In order to retain non-probationary status, SSPs must continue to receive overall ratings of Effective or better on future performance evaluations.
  - a. Should a non-probationary SSP receive an overall rating that is less-than Effective, the following shall apply:
    - i. Receipt of an overall rating of Effective or better the year following a less-than-Effective overall rating will maintain the SSP's non-probationary status for purposes of performance.
    - ii. D11 shall provide additional supports (e.g. PD, coaching, training) to help the SSP or other related service provider achieve an Effective, or better, rating.
    - iii. Should a non-probationary SSP receive a less-than-Effective overall rating for two (2) consecutive years, the SSP will lose the SSP's non-probationary status, and the District may, in its discretion, terminate the SSP's employment.

b. An SSP, who receives overall ratings of less-than-Effective for two (2) consecutive years, may utilize in connection with the SSP's most recent performance evaluation, the appeals process described in Article XII.K. (Appeals Process for Non-Probationary Teachers). Any recommendation for termination will be made only after the appeals process has concluded.

5. The term of this MOU shall mirror the term specified in Article XIX of the Master Agreement.

Colorado Springs School District 11

Colorado Springs Education Association

By: \_\_\_\_\_  
Phoebe Bailey, Assistant Superintendent  
of Personnel Support Services

By: \_\_\_\_\_  
Thad Gemski, Uniserv Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_