

**RESOLUTION 2021 – 44**  
**COLORADO SPRINGS SCHOOL DISTRICT 11**  
**MEET AND CONFER FOR**  
**EDUCATION SUPPORT PROFESSIONALS**

Whereas, a Meet and Confer process has been conducted and concluded between Colorado Springs School District 11 (the “District”) and the Education Support Professionals (the “ESP”) employees that has resulted in the endorsement of the language of this Meet and Confer Resolution; and

Whereas, having duly considered the resources available to the District, the wage and benefit modifications described herein are intended to address the needs of the District to maintain a quality work force, while simultaneously making prudent fiscal policy;

Now Therefore, the Board of Education of the District (the “Board”) hereby adopts the changes set forth below.

The following is a general description of the changes to the wage, benefit and other employment provisions set forth in the Education Support Professionals’ (ESP) Handbook applicable to ESP employees of the District. The changes described herein will be effective for the period beginning July 1, 2021 and ending June 30, 2022 (the “Term”). Unless the Board expressly modifies the changes described herein, these changes shall continue in effect, from month to month, after the end of the Term. Except as otherwise expressly provided herein, or to the extent otherwise inconsistent with the provisions of this Resolution, all compensation and other employment provisions set forth in the Education Support Professionals’ Handbook and resulting Meet and Confer resolutions related thereto in effect on June 30, 2021, will continue.

**1. COMPENSATION**

- Effective for the 2021-2022 fiscal year, Education Support Professional employees will receive one-step movement on the step system. This is approximately a two percent (2%) increase.
- The District will increase the Education Support Professional salary schedule step system with one percent (1%) increase effective for the 2021-2022 school year.
- Education Support Professional employees will receive a three percent (3%) one-time, non-recurring compensation payment. The payment will occur in the fall semester during the 2021 - 2022 school year and is intended to be PERA includable compensation.
- Effective for the 2021-2022 fiscal year, the District will revise the salary schedule to combine the seven job families into one ESP pay group, with the 25 step compensation system remaining unchanged. This revision will result in various pay increases to all

positions within the new ESP salary schedule. Human Resources was able to address some market study concerns with the new salary schedule.

- The District will continue to contribute the employer share of the insurance premium at seventy-five percent (75%) for the employee only coverage.
- This District will continue to contribute the employer share of the insurance premium at seventy percent (70%) for the employee + spouse coverage, employee + children coverage, and family coverage.
- The District will continue to contribute the employer share of PERA.

## **2. HANDBOOK CHANGES**

The following is a summary of all proposed changes to the ESP Handbook. By this Resolution, the Board adopts the changes as noted in the attached pages.

### **ARTICLE 1. RECOGNITION**

#### **1.7 RELEASE TIME FOR ESP COUNCIL PRESIDENT**

The ESP Council Presidency position will be considered a promotion and a full-time position titled "ESP Council President." All Education Support Professionals elected to the office of ESP Council President are released from their regular positions during their term in office. The position in office is a three (3) year term. The ESP Council President shall work a minimum of 200 days or no less than their current contract days per year. The ESP Council President will be assigned to the Specialist Job Family salary schedule. The employee's new rate of pay will be an increase as a result of their promotion. The employee will work eight hours per day during the school year. Additional hours worked are to be determined by the Assistant Superintendent of Personnel Support Services and the ESP Council President. This may cause the employee to earn overtime or additional pay. During the term of his/her office, the ESP Council President will receive all compensation to which he/she would be entitled as an employee of the District as determined by the Board.

Upon completion of his/her term, the ESP Council President shall be returned to the same position at the same site at the time the release commenced (if such a position still exists) unless the ESP Council President agrees to waive this right. If such position no longer exists, a comparable position will be offered. The ESP Council President will not lose years of service/experience steps when returning to their former/comparable position.

Beginning in the 2021-2022 school year, the President-Elect of the ESP Council will receive a stipend of \$130.00 per month, less applicable taxes and other withholdings, for every month he/she each occupies his/her respective office. In addition, the ESP Council Officers (Council Secretary, Council Treasurer, Past-ESP Council President(s)

will receive \$30.00 per month stipend beginning in August through May for each month he/she occupies the position.

## **ARTICLE 2. EMPLOYMENT DEFINITIONS**

### **2.2 DEFINITIONS**

ESP are staff members employed by the Board upon recommendation of the Superintendent. ESP are considered non-exempt employees as defined in the Fair Labor Standards Act and are compensated at an hourly rate. An employee shall earn sick leave pursuant to the Healthy Families & Workplaces Act and Board Policy, GBGG, Staff Sick Leave.

**2.2.1 A FULL-TIME REGULAR EMPLOYEE** works six (6) hours or more per day and is eligible for full employee benefits, pursuant to Article 5, as well as the opportunity to use accumulated sick leave days as personal leave days based on the number of hours worked daily pursuant to Article 13.

**2.2.2 A PART-TIME REGULAR EMPLOYEE** works anything less than six (6) hours per day. Such employees shall receive pro rata sick leave and visitation leave, as well as the opportunity to use accumulated sick leave days as personal leave days based on the number of hours worked daily pursuant to Article 13. They are not eligible for all available benefits pursuant to Article 5.

The following are casual labor employees and are not subject to the provisions of this ESP Handbook:

**2.2.3 A TEMPORARY EMPLOYEE** is assigned a specific position and works a varied number of hours and is not eligible for all available benefits pursuant to Article 5.

**A TEMPORARY ONE-ON-ONE EDUCATIONAL ASSISTANT**, working at least six hours per day, who has completed two (2) consecutive years of service by July 1 will be changed from temporary status to regular status and will have full rights and privileges of a regular status employee. The original hire date as a six hour 1:1 Educational Assistant, will be used as the seniority (hire) date as a regular status employee.

**2.2.4 A PART-TIME** employee works fewer than four (4) hours per day in one position and is not eligible for all available employee benefits, pursuant to Article 5.

**2.2.5 A TRAINEE in TRANSPORTATION or SUBSTITUTE for FOOD SERVICES or SUBSTITUTE in OPERATIONS** or a substitute for any other position works varied hours per day and is not considered a regular status employee and is not eligible for all available benefits pursuant to Article 5.

## **ARTICLE 3. WORKING CONDITIONS AND SCHEDULES**

No changes

## **ARTICLE 4. PAY ADMINISTRATION**

### **4.1 PAY RATES**

The Board recognizes that attractive compensation plans, which include adequate salary and employee benefits, are necessary to attract and retain well-qualified employees to deliver quality educational services.

All ESP employees are paid at an hourly rate of pay.

260 – day employee

Employees who are in a 12-month position are paid monthly based on their hourly rate times the number of daily work hours times 52 weeks divided by 12 months.

173-226 day employee (excluding food service workers)

Employees who work less than a 12-month position receive stretch pay. Employees who receive stretch pay are paid a monthly salary based on their hourly rate times the number of daily work hours times the workdays in the position divided by 12 months.

Pay Date (excluding food service workers)

ESP employees (excluding food service workers) are paid monthly on the first of each month. If the first of the month falls on a weekend or holiday, the employee's paycheck will be available on the following business day.

Food Service Workers (excluding 12-month positions)

Food-service workers are paid twice a month based on an hourly rate of pay times the number of hours worked per day during the 1<sup>st</sup> through the 15<sup>th</sup> of the month and from the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

Pay Date Food Service (excluding 12-month positions)

Food service workers are paid semi-monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month. If the 1<sup>st</sup> or the 15<sup>th</sup> of the month falls on a weekend or holiday, the employees' paycheck will be available the following business day.

Employees will have the paycheck deposited into a financial institution of his/her choice or through the District's financial institution by way of a prepaid debit card.

#### **4.1.1 STEP SALARY SYSTEM**

1. Beginning with the 2021-2022, the Education Support salary schedule was revised to combine the seven job families into one ESP pay group, but the twenty-five (25) step compensation system remained unchanged.
2. Effective for the 2021-2022 school year, once an employee reaches the maximum step placement of the salary schedule, and is no longer eligible for step movement, an employee may be eligible for a 2% one-time, non-recurring payment pending budgetary funding availability and Board of Education approval of an across the board step increase for Education Support Professionals.

3. Beginning with the 2014-2015 school year, Education Support Professional employees shall be placed on a newly created twenty-five (25) step compensation system. Placement for current Education Support Professionals employed during the 2013-2014 school year was based upon the number of completed years of service (seniority date was used to calculate number of completed years of service) up to a maximum of step thirteen (13), which is the midpoint of the new system. Exceptions for current employee step placement include the following rules:
  - a. When an employee's current rate of pay was greater than the step placement, the placement was made to the closest step to the current rate of pay but not lower than the current rate of pay.
  - b. When an employee's current rate of pay was greater than step thirteen (13), the placement was made to the closest step to the current rate of pay but not lower than the current rate of pay.
  - c. If the newly created twenty-five (25) step compensation system showed that an employee's current rate of pay was above the maximum step, the employee was "red-circled" and will not receive a recurring increase, but instead will receive a one-time, non-recurring two (2%) increase in the 2014-2015 school year.
4. In recognition of longevity, for the 2014-2015 school year, if an employee has between 20 – 24 years of experience, the placement will be one additional step. If an employee has 25 years or more of experience, the placement will be two additional steps.
5. Employees on transition in school year 2014-2015, will receive a one-time, non-recurring two (2%) percent payment only.
6. For 2014-2015 school year, if an employee's annual dollar increase was less than \$500 he/she will be provided a one-time, non-recurring two (2%) percent payment in addition to the step placement.
7. Subsequent movement on the step system will occur by one step per year annually pending funding availability.

#### **4.1.2 NEW HIRE PROCESS**

1. Employment, assignment and salary placement, should be in accordance with job description requirements.
  - a. A work history is required to demonstrate job title, job duties and time worked in the position.
  - b. Any newly employed Education Support Professional will be placed on the twenty-five (25) step system. Each step represents two years of experience, based upon equivalent experience.
  - c. The maximum amount of years of experience granted is 19-20 years of experience, which is equivalent to step ten (10).
  - d. ESP with experience in the District who have left the District and then returned to the same position shall be hired at the same paygrade and step at time of resignation. Additional relevant experience may be evaluated from application and updated

resume. Additional relevant years of experience will follow the same guidelines as stated in 4.1.3.3.c

#### **4.1.3 PROMOTION PROCESS**

1. A promotion occurs when an employee is placed in a higher pay grade, except in cases of position reclassification or general salary structure changes.
2. Compensation changes as a result of promotion are effective at the beginning of a school year or at the beginning of the next pay period following the official appointment date designated by the Superintendent.
3. Initial salary rate in the new pay grade range will be determined according to the following guidelines:
  - a. Current salary rate and pay grade authorized and paid on the effective date of the promotion is the base for determining a new rate.
  - b. The new salary rate shall be equal to or greater than the minimum rate for the new pay grade and shall not exceed the maximum rate for the new pay grade. The new salary rate shall not be less than a three (3) percent increase.
  - c. When an employee promotes to a higher grade, the salary will be based on the employee's new pay grade, the type of role to which they are transferring, years of relevant service experience, current resume and/or application. If an employee's current rate of pay is higher than the step placement they will be placed on the next closest step to their current rate of pay, but not lower than the current rate of pay. Other factors may be considered when setting salaries as determined by the Department of Human Resources.

#### **4.1.4 VOLUNTARY TRANSFER OR DEMOTION**

1. A demotion occurs when an employee is placed in a lower pay grade, except in cases involving a position reclassification or general salary structure change.
2. Compensation changes, as a result of a demotion, are effective upon the first day of the new assignment.
3. An employee who demotes pay grade(s) shall be placed on the ESP salary schedule grade based on the new position. Employees who opt for a voluntary transfer or demotion within the same pay grade will not lose any experience steps. The step placement for employee who opt for a voluntary transfer or demotion will be determined by the years of relevant service experience, updated resume and/or application. Other factors may be considered when setting salaries as determined by the Department of Human Resources.

#### **4.1.5 INVOLUNTARY TRANSFER TO A LOWER PAY GRADE**

1. When an employee is given an involuntary transfer that is the result from a demotion to a lower pay grade position due to unsatisfactory

work performance and/or misconduct, the lower level salary is effective upon the first day of the new assignment.

2. When an employee is given an involuntary transfer resulting from a demotion to a lower pay grade position due to reclassification or restructuring, the lower level salary reduction should occur 60 workdays following the transfer.
3. An employee who involuntarily transfers or demotes pay grade(s) shall be placed on the ESP salary schedule grade based on the new position. Employees who receive an involuntary transfer or demotion due to reclassification and/or a restructure will not lose any experience steps. The step placement for employees who involuntarily transfer or demotes for any other reason will be determined by the years of relevant service experience, updated resume and/or application. Other factors may be considered when setting salaries as determined by the Department of Human Resources.

#### **4.1.6 LATERAL TRANSFERS**

If an employee transfers from one position to another position in the same pay grade, there will be no change in pay since the positions are of equal value on the pay grade scale.

#### **4.1.7 TERMINATION**

4. In the event an employee does not complete the work year, the employee will be paid to the date of termination.
5. When an employee retires, resigns, is granted a leave of absence or his/her employment is terminated before the end of the employee's work year:
  - a. The District's share of insurances will cease at the end of the month of the last day of work.
  - b. An employee whose employment has been terminated will be paid on the next regular payday and following the approval of the personnel recommendations with the Board of Education. In the case of a retirement, resignation, or leave of absence, the employee's final wages shall be paid no later than the next regular payday.
  - c. The District's share of insurances will cease and issuance of the final paycheck will occur at the end of the month of the last day worked.

#### **4.2 ANNUAL INCREASE**

See Appendix A.

#### **4.3 PAY DIFFERENTIAL**

##### **4.3.1 SHIFT WORK**

Employees starting their normal shift between 12:00 p.m. noon and 11:59 p.m. shall be considered "night" personnel. Differential pay for Night Personnel will include a paid thirty-minute duty free lunch period, which is

included in their scheduled workday. Therefore, as a result of this paid lunch period, night personnel shall not be allowed to leave the building/site. All shift work employees are entitled to breaks pursuant to Article 3.3. Night shift employees that are assigned to two or more locations will be granted reasonable travel time outside of breaks and will have a duty free thirty-minute lunch at one of the assigned locations. Employees starting their normal shift between 12:00 a.m. midnight and 11:59 a.m. shall be considered "day" personnel.

#### **4.3.2 CROSSING GUARD COVERAGE**

Crossing Guard coverage requires current certified training. Should it be necessary for an employee who was not hired as a crossing guard, and is currently certified, to cover a Crossing Guard's duties, compensation will be his/her regular hourly rate of pay, and in addition the employee will receive the regular Crossing Guard hourly rate. Employees who provide this coverage are not required to work additional time to make up lost time in his/her regular position due to covering the Crossing Guard duties. If a trained Crossing Guard is not available, the Risk Related Activities Department needs to be notified by the building Administration.

#### **4.3.3 EMERGENCY SUBSTITUTE**

Should it be necessary for an employee to provide coverage when a certified substitute is not available, compensation will be his/her hourly rate of pay, and in addition the employee will receive the hourly rate found in the Level N01 minimum salary rate, divided by the number of employees covering the absence. An ESP should always be supervised by a licensed employee who is within the vicinity. If an ESP employee has a teacher's license, compensation will be his/her hourly rate of pay, and in addition will receive the current licensed substitute hourly rate of pay.

#### **4.4.6 TIME REPORTING**

Effective July 1, 2021, all ESP employees must maintain an electronic time sheet. Employees will use the electronic time reporting system to record all hours worked. At the conclusion of each pay period, employees must approve and accept the time reporting in the electronic reporting system and submit it to their Supervising Administrator for approval.

These records are used to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees should contact their Supervising Administrator with any questions about how their pay is calculated.

Nonexempt employees must take a full uninterrupted thirty (30) minute lunch period. Notify your Supervising Administrator immediately, if your



lunch is shorter than thirty (30) minutes or if your lunch is interrupted by work.

#### **4.4.8 Call-Out Pay**

- a. Call-out pay is used to compensate employees for responding to situations outside of their normal duty hours. It can be unforeseen or scheduled depending upon the circumstances. Compensation for these two categories will vary due to the employee impact.
- b. Unforeseen call-out is used during emergent situations when an employee responds, normally from their residence, to protect District property. Once the emergent situation has been mitigated the employee will be released. The employee will receive two hours minimum from the time they leave their home until the work is completed, but will be no less than 2 hours. Should the unforeseen call out occur on a regularly scheduled work day, the employee will be paid for a minimum of 2 hours of call out pay and their regularly scheduled work shift, or until the work is completed. If call-out is cancelled after employee has accepted the request, the employee will also be paid minimum of 2 hours call-out pay. Examples of emergent response include response to utility breaks, vandalism or other situations where additional damage to District property is likely if the emergent situation is not addressed in a timely manner.
- c. Scheduled call-out is intended for situations where the employee's duty schedule is adjusted on short-notice to enable District operations. Employees will be released after they have completed their scheduled duty period (normally eight (8) hours) or upon completion of all tasks required to enable those District operations. Employees will receive two (2) hours of compensation in addition to their actual hours worked. If scheduled call-out is cancelled after employee has accepted the request, the employee will also be paid minimum of 2 hours call-out pay. The most common example of scheduled call-out is when weather forecasts are such that snow removals crews are directed to come in early the next morning, often as early as 2:30 am, to clear snow before school starts. The impact of this short-notice schedule change extends well beyond the scheduled call-out period; hence the two (2) hours of additional compensation.

#### **4.5 CLASSIFICATION SYSTEM**

District 11 departments and supervisors shall strive to ensure that each position allocated is classified and utilized appropriately based upon the allocated funding, needs of the position and job requirements.

##### **4.5.1 JOB RECLASSIFICATION COMMITTEE**

- a. A Job Reclassification Committee will be established.
- b. The purpose of the Job Reclassification Committee is to review the validity of jobs submitted for reclassification with the Director of Compensation.

- c. The committee shall consist of seven (7) members who are representative of the various major populations within the ESP group. Membership on the Job Reclassification Committee will last for three years and the Job Reclassification Committee's membership will be staggered to assure continuity in the job evaluation process.
- d. The members of the Job Reclassification Committee will be appointed by the ESP Council President and is subject to the approval of the Executive Director of Human Resources and the Superintendent.
- e. The Director of Compensation shall serve as the chairman of the Job Reclassification Committee. Decisions will be by majority vote and recommendations will be submitted to the Executive Director of Human Resources for final approval. In the event of a tie vote, the Executive Director of Human Resources will make the final decision.
- f. The Job Reclassification Committee will meet two (2) times per year (October and February) to discharge its official duties.
- g. A Job Reclassification Committee meeting may be scheduled in urgent circumstances only and as approved by the Executive Director of Human Resources.
- h. The position incumbent or representative of the position incumbent and/or the incumbent's immediate Supervisor may appear before the Job Reclassification Committee to explain the duties and responsibilities outlined in the job description and answer any questions which the Job Reclassification Committee may have.
- i. The Job Reclassification Committee will render a decision regarding the grade of each and every job submitted for review and forward its recommendation to the Executive Director of Human Resources for his/her decision.
- j. Decisions made by the Job Reclassification Committee may be appealed to the Superintendent, or his/her designee within five (5) business days following the Reclassification Committee decision notification. Appeals received after the five (5) business day deadline will not be considered.
- k. The Job Reclassification Committee will be provided with status updates on all recommendations that were submitted. Status updates will be given to the committee members by the Director of Compensation and he/she will notify the Job Reclassification Committee of all final results.

#### **4.5.2 JOB RECLASSIFICATION PROCESS**

- a. A job description is graded when it is written for a new position or when there have been significant changes in the job duties of an existing position.
- b. A job description should be prepared according to District standards and submitted to the Director of Compensation for review and grade assignment. In the case of a job reclassification, the manager shall submit both the old and new job descriptions for review along with a memo outlining the significant changes in job duties or requirements.

- c. The Director of Compensation will review the job description and assign a temporary grade in order to facilitate recruitment efforts and placement of the final candidate.
- d. At each meeting for the Job Reclassification Committee, the position will be reviewed. The final salary grade and placement decision will be made by the Director of Compensation with the approval by the Executive Director of Human Resources with a recommended effective date of January 1 for October approvals and an effective date of August 1 for February approvals, and upon approval by the Board of Education.
- e. Information regarding the position and justification for the reclassification will be provided to the Committee members at the beginning of each meeting and after the confidentiality agreement has been completed by each committee member. The justification for the request shall include the information submitted by the employee's supervisor, and criteria to determine a job reclassification to include job duties, and changes to the job function as part of review and considered in reclassification.
- f. An email communication will be sent to all ESP employees and hiring managers at the beginning and middle of the school year discussing the reclassification process. This communication will include pertinent information about the procedures and the timelines to request a reclassification.

#### **4.5.3 JOB RECLASSIFICATION AND PAY**

- a. An employee should not be paid less than the minimum nor more than the maximum of the pay grade did when a job re-evaluation changes an employee's pay grade except as note for the specified periods of time noted in this section.
- b. When a position is reclassified to a higher pay grade because of re-evaluation, the employee's new salary grade and placement will be an effective date of January 1 for October approvals and an effective date of August 1 for February approvals, and upon approval by the Board of Education.
- c. When a position is reclassified to a lower pay grade, the employee's salary should not be reduced for 60 workdays following the Board's approval of the reclassification to a lower level compensation, unless otherwise approved by the Board.
- d. If the employee's salary is above the new pay grade maximum, the employee will receive no salary increases for one year, and after one calendar year, reduce the incumbent's salary rate to the maximum of the new pay grade level.
- e. If the employee's salary is within the range of the new pay grade, at the conclusion of the employment year during which the

reclassification occurred and thereafter, an increase should be granted conforming to others in that pay grade.

#### **4.10 INCENTIVES/STIPENDS**

##### **4.10.1 TRANSPORTATION INCENTIVES**

Transportation employees are eligible each semester to receive incentive pay. Incentive pay can be achieved by meeting specific department goals. Employees will receive their earned incentive pay twice per fiscal year. Incentives earned in the 1<sup>st</sup> semester will be paid in February, and incentives earned in the 2<sup>nd</sup> semester will be paid in June.

Schedule of incentives per semester:

No more than six (6) half days or three (3) full day of Sick Leave or Personal Leave = \$200

Maintains Safe Driving Record = \$200

Transportation Policy and Procedures = \$200

Drive a Minimum of five (5) field trips = \$200

New Driver Recruitment = \$300

##### **4.10.2 FACILITIES MAINTENANCE STIPENDS**

a. Asbestos Certification. Certain employees are required to handle and remove asbestos containing materials (ACM) in order to expediently address District mission requirements. This requires recurring training and State of Colorado certification. Employees will each be granted a monthly stipend of \$200 per month to maintain this capability and to compensate them for the inherent risks of handling ACM. This stipend is available for up to five (5) employees from the Construction Shop and two (2) employees from the Environmental Life Safety Office. The Director of Facilities will designate eligible employees annually and notify Payroll annually via memorandum.

b. Master Electrician and Master Plumber. The Colorado Department of Regulatory Agencies (DORA) requires that the District designate key employees to manage electrical and plumbing maintenance and repair. One (1) Master Electrician and one (1) Master Plumber must maintain current State licensure and are precluded from part-time employment in their trades outside of the District. Stipend amounts will be \$400 per month for each designee. The Director of Facilities will designate these two Master Licensees annually and notify Payroll annually via memorandum.

##### **4.10.3 FOOD & NUTRITION SERVICES INCENTIVE**

All Food & Nutrition Services (FNS) department employees may be are eligible for an annual bonus incentive payment for up to 4% of his/her salary providing that the FNS Department exceeds budgeted financial goals.

##### **4.10.4 SECURITY INCENTIVES**

Security employees are eligible each semester to receive incentive pay. Incentive pay can be achieved by meeting specific department goals. Employees will receive their earned incentive pay twice per fiscal year. Incentives earned in the first (1<sup>st</sup>) semester will be paid in January and incentives earned in the second (2<sup>nd</sup>) semester will be paid in July.

Schedule of incentives per semester:

No more than six (6) half days or three (3) full days of sick leave or personal leave  
= \$100.00

Patrol Officers who drive a district vehicle and maintain a safe driving record =  
\$100.00

Security Officers who are approved and maintain an annual Gun Safety  
Certificate = \$50.00

## **ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION**

No changes

## **ARTICLE 6. EMPLOYEE EVALUATIONS**

No changes

## **ARTICLE 7. DISCIPLINARY AND/OR CORRECTIVE ACTION**

No changes

## **ARTICLE 8. SEPARATION**

No changes

## **ARTICLE 9. STAFF REDUCTIONS**

This Article is not intended to create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of this Article can be modified by the District after discussion with the Meet and Confer team.

### **9.1 PURPOSE**

This article describes the procedure to be used when the District determines that a reduction-in-staff is appropriate. This elimination of positions may be the result of program elimination or reduction, layoff, declined enrollment, staff reorganization, school closure, budget reductions, or any other reason that the Administration determines is in the District's best interest.

### **9.2 DEFINITIONS**

**9.2.1 JOB TITLE** Description of the District classification as specified in the current personnel file and current Job Title Schedule.

**9.2.3 A FULL-TIME REGULAR EMPLOYEE** must work six (6) hours or more per day in one position and is eligible for full employee benefits.

**9.2.4 A PART-TIME REGULAR EMPLOYEE** normally works more than four (4) hours but less than six (6) hours per day in one position. Such employees shall receive pro-rata sick leave based on the number of hours worked daily.

**9.2.5 DATE OF HIRE** – The last date of hire of an employee. If an employee has left the District and is subsequently rehired, the date of hire shall be the most recent. Sick leave accrual will begin on the new date of hire.

**9.2.6 CONVERSION FTE** is an employee that has filled a converted FTE (i.e., Teacher FTE converted to ESP FTE).

### **9.3 TIME LINES**

**9.3.1** The District agrees that when a reduction-in-staff is imminent for the end of a school year, the ESP employees should be given as much advance notice as possible.

**9.3.2** The District shall strive to notify the ESP Council President that it is considering a reduction-in-staff at least 60 calendar days prior to such action.

**9.3.3** Unless an extension is mutually agreed to, the District shall strive to notify the ESP Council President at least 45 calendar days as to the number and positions to be reduced prior to such action.

**9.3.4** Unless an extension is mutually agreed to between the ESP Council President and Administration, the District shall strive to provide written notice to ESP employees subject to reduction at least 30 calendar days prior to the effective date of the reduction.

**9.3.5** If the Administration is unable to meet the timelines shown above, the Executive Director of Human Resources shall meet with the ESP Council President to provide the new estimated schedule

### **9.4 PROCEDURES**

As directed by the Board, the District will specify the number of positions to be reduced.

**9.4.1** Normal attrition (resignations, retirements, vacancies, etc.) will be considered before reductions are made.

- a. A temporary hiring freeze will be implemented when it is determined that there may be a reduction due to the result of program elimination or reduction, layoff, declined enrollment, staff reorganization, school closures, or budget reduction, as determined by the Superintendent.

**9.4.2** The reduction of staff will proceed as follows:

- a. Reduced positions occurring within the reduced job title should be based on District seniority date, with the least senior employee in that job title at that department/school being reduced first.
- b. The employees within that job title at each department/school will be asked if anyone wants to volunteer to be reduced.
- c. An ESP employee holding an FTE position that was converted from a teacher position may be reduced for the purpose of converting the position back to a teacher FTE (not a different ESP position). The employee will be notified of the position being converted back to the original FTE, and 9.4.2.a will not apply.
  - i. The District shall strive to notify such employees of at least 60 days prior to the end of the school year that their positions are being converted back to the original teacher FTE.
  - ii. Current conversions will not be unconverted during the 2021-22 school year, but may occur for the start of the 2022-23 school year. The District shall strive to notify such employees that their position is being

converted back to the original teacher FTE, at least 60 days prior to the end of the school year.

#### **9.5 FULL TIME EMPLOYEES**

Full time employees shall be eligible to interview for any vacant positions in D11, for which they apply and are qualified, after receiving notice that their positions are being eliminated. Human Resources will communicate to hiring managers that such employees will be guaranteed an interview if they apply for positions on or before the July 31<sup>st</sup> immediately following the school year in which they were notified that their positions were eliminated.

- a. The employee will be guaranteed an interview and given full consideration for the position by the hiring manager.
- b. In addition to a guaranteed interview, an employee whose position is eliminated may be offered a voluntary demotion to the Guest Staff substitute pool. The employee must decide whether to accept a voluntary demotion by the August 1<sup>st</sup> immediately following the school year in which the employee was notified that his/her position was eliminated.

#### **9.6 PART-TIME REGULAR EMPLOYEES**

A part-time regular employee who normally works four (4) hours or more but less than six (6) hours per day whose positions have been reduced is able to apply for any vacant positions within District 11 but is not guaranteed an interview.

If the reduced part-time regular status employee is hired in an alternate position after notice that the position has been reduced, all benefits currently in effect, including accumulated sick leave and placement on the salary schedule, which were accrued by the employee before the reduction, shall be restored. The District date of hire would be the same as that date prior to the reduction.

The employee may be offered a voluntary demotion to the Guest Staff substitute pool. If offered a demotion, the employee must accept the offer by the August 1<sup>st</sup> immediately following the school year in which the employee was notified that his/her position was eliminated.

#### **9.7 POST FISCAL YEAR EMPLOYMENT**

If there are still individuals remaining affected by the reduction of the position who have not secured a position the District shall strive to meet with the ESP Council President and Human Resources Staff in good faith to review vacant positions eligible for interview. The employee may be offered voluntary demotion to the Guest Staff substitute pool and a decision to become a substitute must be determined by the employee by August 1<sup>st</sup> of each school year.

If the employee secures a regular status budgeted FTE position within 180 calendar days from the date on which he/she was notified that his/her position was being eliminated, as referenced in Article 2.3.1 and Article 8.2, the employee will regain his/her seniority status minus any calendar days not employed by the District. The employee will also regain his/her previous accrual rates and balances for sick leave, personal leave and vacation leave accrual at the time of separation. The employee will not be required to serve an 89-day trial period when the employee is hired into the same job family. When an employee is rehired into the District within 180 calendar days into a new job family, an employee will be required to serve a new 89-day trial period.

## **ARTICLE 10. POSTING AND ADVERTISING OF SUPPORT STAFF VACANCIES**

### **10.2 PROCEDURE**

Except as otherwise provided for in Article 9 (Staff Reductions), vacant positions shall be filled in accordance with the following:

**10.2.1** All vacancies shall be posted online for five (5) working days on the District's Careers page at [www.d11.org/careers](http://www.d11.org/careers).

**10.2.2** Each posting will outline the scope of work to be performed, the education and work experience required, plus other pertinent qualifications for the position to be filled. A cutoff date for applications to be received will also be listed.

**10.2.3** Applications for each posted vacancy must reach the Department of Human Resources prior to the end of the work day on the cutoff date stated in the posting. Each application submitted must include the applicant's qualifications for the position.

**10.2.4** A position will not be filled from outside the District until the position has been posted and interested qualified applicants from within the District have been reviewed and considered.

**10.2.5** Other things being equal, applicants who are District employees shall be given first preference.

**10.2.6** All in-District candidates interviewed and not selected shall be notified by the Department of Human Resources.

**10.2.7** See Article 14.1.3.

**10.2.8** The administration reserves the right to transfer within a department or school building, after the position has been posted internally, and upon agreement with communication between Human Resources and the ESP Council President.

## **ARTICLE 11. DISCRIMINATION, HARASSMENT AND BULLYING**

No changes

## **ARTICLE 12. GRIEVANCE PROCEDURES**

No changes



## **ARTICLE 13. SICK LEAVE**

### **13.1 SICK LEAVE**

**13.1.1** Sick leave may be used in half (.50) hour increments. The term "day" is defined to mean the number of hours normally worked in a working day.

A newly-hired ESP, who is eligible for sick leave and reports for duty at the beginning of his/her work year, will at that time be advanced the equivalent of the employee's annual sick leave allotment, which the employee may use in whole or part upon advancement. A newly-hired ESP employee, who is eligible for sick leave and reports for duty after the beginning of the work year, will at that time be advanced a pro rata share of his/her sick leave allotment based on the number of remaining days in that work year. An employee shall earn sick leave pursuant to the Healthy Families & Workplaces Act and Board Policy, GBGG, Staff Sick Leave.

Regular status ESP employees will be advanced sick leave in a like manner for each subsequent work year. On July 1 of each succeeding year, earned sick leave will be credited to the employee as follows:

260-day employee

14 days x number of hours worked in a work day = number of paid leave hours earned.

220-226 day employee

13 days x number of hours worked in a day = number of paid leave hours earned.

197 – 210 day employee

12 days x number of hours worked in a work day = number of paid leave hours earned.

173 – 192 day employee

11 days x number of hours worked in a work day = number of paid leave hours earned.

Temporary & Substitute ESP employee (defined in Article 2.2.3 and 2.2.5)

30 hours of work = 1 hour of accrued sick leave earned

**13.1.2** If needed, sick leave may be used for medical purposes (physical/mental condition), personal illness or accident, or for sickness or death of a member of the family as covered elsewhere in this ESP Handbook. Sick leave may also be used for an employee or family member that is a victim of domestic abuse, sexual assault, or criminal harassment (i.e. physical/mental condition, counseling, victim services) as outlined in Board Policy GBGG, Staff Sick Leave.

**13.1.3** If the immediate Supervisor has reasonable cause to believe an employee is abusing or misusing sick leave, he/she may request a statement from a physician after four (4) consecutive days of absences. Discipline may result. The District reserves the right to require a health examination and the right to designate the physician before the employee returns to work following illness, other leave, or at any time when the need for such examination may be indicated. The cost of these special examinations will be paid by the District.

**13.1.4** When an employee is forced to be absent due to medical purposes (physical/mental), personal illness, accident, death in the family or family illness, the employee may receive up to twenty (20) days at half salary in any one school year. Such

half days shall only be available after the employee has exhausted all accumulated sick leave.

A doctor's written statement may be requested by the Executive Director of Human Resources/designee stating that the employee's absence for four (4) or more consecutive days from work was necessary due to the illness of a family member or personal illness.

For purposes of Article 13, "family member" is defined as a person who is related by blood, marriage, civil union or adoption, a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor, or a person for whom the employee is responsible for providing or arranging health or safety related care.

**13.1.5** Any sick leave not used accumulates for use during succeeding years with no limit to the number of days that may be accumulated.

**13.1.6** Sick leave and/or personal leave may not be used to extend employment. An employee who gives his/her notice and date (2 weeks or less) of planned separation from the District is only eligible to use earned and accrued personal or sick leave prior to his/her last day of employment. An employee that exceeds earned accumulated sick/personal leave or separates from District 11 and has a negative leave balance in his/her accrued sick leave account, will have that amount deducted from the paycheck(s) and HR shall have the authority to adjust the resignation date as required based upon earned leave. Any monies owed to the District upon separation will be deducted from any vacation hours accrued or other pay to the extent permitted by law. An employee who resigns and is not reemployed within 180 calendar days as referenced in Article 2.3.1 will have his/her sick leave accrual set to zero (0). Sick leave will start from the new re-hire date.

## **13.2 BEREAVEMENT LEAVE**

An employee shall be granted three (3) days of bereavement leave with pay in the event of the death of a member of his/her immediate family. Approval of bereavement leave for immediate family is completed by the Supervising Administrator or his/her designee for verification.

For purposes of this section, "family member" is defined in section 13.1.4 above.

**13.2.1** If an employee needs additional time for bereavement beyond the three (3) days, the employee may use accumulated sick leave, personal leave, and/or vacation leave. Leave without pay may be used if the employee receives authorization from his/her Supervising Administrator.

**13.2.2** Employees' attendance at funeral services for persons other than immediate family may be authorized by the Supervising Administrator. An employee may use accumulated sick leave, personal leave, vacation, and/or leave without pay to cover this absence.

## **ARTICLE 14. OTHER LEAVES**

### **14.4 VACATION**

Twelve-month employees shall be granted vacation leave initially based upon the date of hire for the first year. Employees who do not begin their 260-day work year employment on July 1 will have vacation hours pro-rated based on date of hire the first work year. Following the first full year of employment, vacation will be granted on July 1 of each year. Vacation may be taken in half (1/2) hour increments and at times approved by the employee's Supervising Administrator. ESP employees may submit an appeal to the Executive Director of Human Resources for vacation requests that have been denied by their Supervising Administrator. At the end of each fiscal year, the vacation balance must be no less than zero (0) days nor more than five (5) days. A maximum of 5 days (40 hours) of unused vacation may be carried over into the next year. In case of extreme hardship due to prolonged illness or a work-related injury and upon the approval of the Executive Director of Human Resources, hours above 40 hours may be carried over and used within 90 days into the next fiscal year, or monetary compensation for hours may be arranged. Effective for the 2020-2021 and 2021-2022 school years only, an employee is eligible to carry an additional 40 hours of vacation, for a total of 80 hours, due to the impact from COVID-19.

#### **14.11 OTHER EXTENDED**

For the 2020-2021 and 2021-2022 school years only, an employee may request for a leave of absence to care for a dependent (child), care for a parent, or needs to provide care for an ailing family member as defined by the Family and Medical Leave Act (FMLA) due to COVID-19. An employee may request for a leave of absence without pay or District contribution towards insurance after all sick/paid leave provisions have been exhausted. The leave of absence shall be for the duration of the illness/care up to a maximum of one year from the beginning day of the leave or on a semester by semester basis.

### **ARTICLE 15. TUITION REIMBURSEMENT**

Tuition reimbursement is provided to enhance professional development and growth opportunities. The tuition reimbursement plan will provide funding assistance to eligible employees who pursue work-related training programs and/or conferences, course work or professional growth programs that include certifications and/or testing, and accredited trade and/or degree programs upon completion of the event.

#### **15.1 POLICY**

It is the policy of the District to offer tuition reimbursement to each eligible employee who successfully completes work-related courses.

#### **15.2 PRACTICE**

- Work-related courses or programs taken at colleges and universities, professional conferences, workshops, or District in-services, be reimbursed for tuition or tuition equivalent. If classes are part of a college degree program, they must be taken at colleges and universities accredited by the regional association of colleges and universities.
- Reimbursement for taking courses and/or modules which involve primarily television or video viewing, correspondence work, independent study, distance learning and/or other alternative methods of independent study, distance

learning and/or other alternative methods of instructional delivery may be reimbursed for tuition subject to approval by the Director of Professional Learning or his/her designee.

- It is not the intention of the District to fully subsidize the educational pursuits of its employees. Rather, it is its intention to provide financial assistance to help defray the costs of educational programs to promote educational achievement in a manner which will benefit the individual and the District.

### **15.3 PLAN COMPONENTS**

- The tuition reimbursement plan will provide assistance for eligible employees who pursue work-related training programs and/or conferences, course work or professional growth programs that include certifications and/or testing, and accredited trade and/or degree programs.
- The classes, training or degree programs must be either work-related or must be a part of a bona fide degree program at an accredited college or university.
- The tuition reimbursement will be subject to a fiscal year cap for each individual.

Reimbursement will be made after evidence is presented of successful completion of the class or training requirement. These and other definitions are explained below.

#### **a. Program Eligibility**

This program is available to part-time regular status and full time regular status ESP who have completed his/her initial 89 days of employment.

- It is not available to dependents of employees or to employees on an extended medical leave of absence from the District.
- It is available to employees on an extended leave of absence for educational reasons (student teaching, bachelor's degree, etc.)

#### **b. Work-Relatedness or Degree Pursuit**

- Only those programs or classes which have been pre-approved by Professional Learning will be eligible for the reimbursement program.
- The classes must meet one of two criteria.
- They must be work-related or be part of a degree program which is offered by an accredited college or university.
- To be work-related, the class or program must have a direct relationship to the attainment or enhancement of skills specifically required for the employee position or be directly related to improving performance on the existing job.
- The employee will submit a request for the approval of the course under this plan prior to enrolling in the course. The determination of work-relatedness will be made by the respective department head, administrator or principal, and the Director of Professional Learning or his/her designee.
- To be considered eligible under the requirement for pursuit of a degree program, the employee must submit an educational plan outlining the courses, which will be included in the degree program.

- This plan must be submitted prior to inclusion in the tuition reimbursement program and should be inclusive of all classes, which will be considered a part of the degree program.
- The cost of the SWEEP (Student Work Experience Evaluation Program) or other such programs which allow an employee to “test out” of a course requirement will be included in this policy, provided that a passing grade is achieved and prior approval has been granted.
- Only those programs which have been pre-approved will be eligible for the reimbursement program.

**c. Reimbursement Process**

Employees will be reimbursed 100% of the tuition rate after providing evidence of a 70% grade or above.

- One hundred percent reimbursement will also be provided for a “Pass” or certificate of completion in a non-graded class.
- The employee will pay for the class and submit a request for reimbursement upon completion. Reimbursement will be on a first come, first served basis, until funds have been expended.
- The only reimbursement will be for tuition. The program will not include books, travel costs, or other costs associated with the course or program. The reimbursed tuition will not exceed the state’s standard rates for credit hours.
- The reimbursement will be subject to a fiscal year cap of \$500.00 of tuition for pre-approved courses, except that employees enrolled in a college degree program will be eligible to be reimbursed up to \$1300.00 per fiscal year.

**d. Application Process**

To apply for educational assistance, the employee should complete an Employee Tuition Reimbursement Pre-Approval Form and submit it to the Professional Learning Department prior to enrolling in the course. If applying for assistance for a work-related course, the justification should be included on the form, with the supporting approval provided by the respective department head, administrator or principal.

If the class is part of a degree program, an educational plan should first be filled with the Professional Learning Department. Individual requests for approval of classes should refer to those classes which are on the approved educational plan. If approved, the employee will enroll in the course and pay the required tuition. Upon successful completion of the course, the employee should submit evidence of completion, “proof of payment,” and a copy of the approved “Employee Tuition Reimbursement Pre-Approval Form” to request reimbursement.

**e. Additional Requirements**

- Reimbursement will be made only for those classes completed during the current fiscal year. Any reimbursement submitted after the cap has been

met will be considered for approval during the next fiscal year if funds are available.

- Under this policy, employees will not be provided release time for pursuing degree programs. It is anticipated that degree programs and courses included in this policy will require time outside of normal working hours.
- Employees are eligible to attend work-related training when offered during his/her regular scheduled hours. If a substitute is required, the absence may need an approved funding source through the supervising administrator to cover the substitute cost.
- An employee resigning employment or discharged for cause prior to completion of an approved course shall not be entitled to reimbursement.
- Dual payments of benefits for classes are not permitted, such as when an employee is eligible for educational benefits from a governmental agency, grants, or through scholarships.

#### **ARTICLE 16. RETIREMENT**

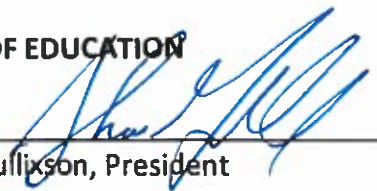
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#### **ARTICLE 17. GENERAL PROVISIONS**

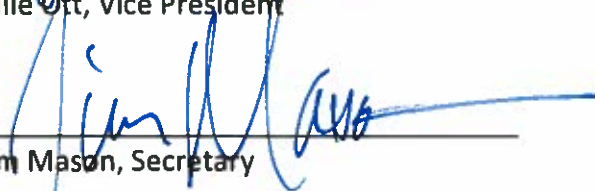
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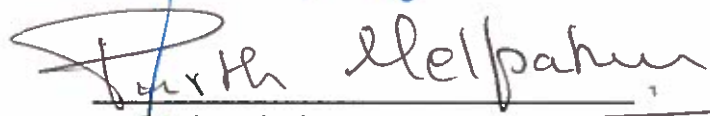
IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the District to be affixed to this Resolution regarding the 2021 – 2022 Meet and Confer between the Education Support Professionals (ESP) and the District this 26<sup>th</sup> day of May 2021.

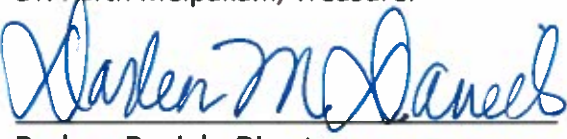
**BOARD OF EDUCATION**


  
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Chris Wallis, Director



  
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Dr. Michael J. Thomas, Superintendent

  
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Maricela Hidalgo, Secretary to the Board of Education