



**2023 – 2024
Education Support
Professionals
Meet and Confer
Handbook**

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**ARTICLE 1
RECOGNITION**

Nondiscrimination in Employment

1.1 VISION AND MISSION OF DISTRICT

We support the following Vision and Mission of Colorado Springs School District No. 11 (the “District”) as adopted by the Board of Education (the “Board”):

District Vision

We are a dynamic, collaborative community of energized educators, engaged students and supportive partners with a passion for continuous learning.

District Mission

We dare to empower the whole student to make a profound impact on the world.

1.2 EDUCATION SUPPORT PROFESSIONALS VISION/MISSION

ESP Vision

Education Support Professionals (“ESP”) will build knowledge and awareness by encouraging respect, autonomy and professionalism while enhancing the total educational program.

ESP Mission

ESP are professional and skilled employees representing diverse job families. The ESP are dedicated to empowering and fostering relationships, supporting personal and professional growth, while demonstrating integrity and trust to enrich a learning and working environment.

1.3 EDUCATIONAL PHILOSOPHY

We believe the District shares certain obligations with the student’s family, the community, and other organizations and institutions in our society. These shared obligations are to provide opportunities and encouragement for students to develop their intellectual, moral, social, creative, vocational, and physical potentials to the highest possible degree within an environment conducive to positive self-image, attitudes, and behavior. We also believe the District shares in the obligation to transmit knowledge and appreciation of our American heritage and ideals that contribute to constructive citizenship and a national unity enriched by cultural diversity and responsible dissent.

1.4 GENERAL STATEMENT OF UNDERSTANDING

The District is the primary employer of ESP, and the ESP employees owe certain responsibilities and obligations to the District.

The Board is the governing body of the District and possesses certain powers and duties under the Constitution and the laws of the State of Colorado, which may not be delegated, limited, or abrogated by policies and procedures. The Board has the sole and exclusive right to exercise all functions of management within the scope of the law.

The ESP Handbook is not intended to create, and should not be interpreted as creating, an express or implied contract, including a contract of employment. The ESP Handbook also is not intended to create, and should not be interpreted as creating property rights, privacy rights, rights to due process, or other contractual or constitutional rights.

The Board and Superintendent retain the power to modify the provisions of the ESP Handbook after discussion with the Executive Committee and the Meet and Confer Team.

Article 1

ESP are “at-will employees” as that term is defined under Colorado law, and accordingly, their employment can be terminated by the District, in its discretion, at any time, with or without advance notice and with or without cause. ESP also are free to resign from employment at any time and for any reason.

The Board seeks to comply with state and federal laws prohibiting discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, gender expression, transgender status, age, disability, marital status and membership or non-membership in any employee organization.

This ESP Handbook is a cooperative effort between the District and ESP employees. The ESP Council President and Department of Human Resources shall both maintain an electronic version of the ESP Handbook.

1.5 ESP COUNCIL

District Policy BG, School Board of Education Policy Process and Colorado Springs School District 11 Board of Education Operating and Procedures Manual shall apply if some other organization seeks to challenge the designation of the ESP Council.

1.6 SUPPORT STAFF ORGANIZATION

The Board hereby acknowledges the ESP Council and establishes the ESP Council as the channel of communication between the Board and ESP employees. The ESP Council is the federation of organizations that “meets and confers” with Administration to discuss wages, benefits, and other terms/conditions of employment.

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 Chief of Personnel Support Services and the ESP Council President. This may cause the employee to earn overtime or additional pay. During the term of their office, the ESP Council President will receive all compensation to which they would be entitled as an employee of the District as determined by the Board.

Upon completion of their 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 they occupy the office. In addition, the ESP Council Officers (Council Secretary, Council Treasurer, Past-ESP Council President(s)) will receive a \$30.00 per month stipend August through May for each month they occupy the position.

1.8 PRIVILEGES OF ESP COUNCIL

The ESP Council will have the privilege of using available District facilities at reasonable times for ESP Council business meetings at no cost.

The ESP Council will have the privilege of using the District’s mail service, email, and employee mailboxes to distribute work/council-related communications to employees.

To the extent that bulletin boards are available within a facility for ESP Council use, the ESP Council will have the privilege of posting notices of activities and matters of organizational concern.

- Adopted: September 1993
- Revised: June 1995
- Revised: June 1996
- Revised: June 2000
- Revised: April 2001
- Revised: May 2004
- Revised: June 2005
- Revised: May 2007
- Revised: June 2010
- Revised: May 2011
- Revised: May 2012
- Revised: May 2013
- Revised: May 2014
- Revised: May 2015
- Revised: May 2018
- Revised: May 2019
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**ARTICLE 2
EMPLOYMENT DEFINITIONS**

2.1 PURPOSE

This article is to define categories of employees and to define their trial period.

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, SUBSTITUTE for FOOD SERVICES, 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.

2.3 DATE OF HIRE

Effective July 1, 1996, if a Temporary or Part-Time Regular Status Employee is hired as a full-time regular status employee without having a break in their consecutive service, their date of hire will be the date they were first employed as a temporary or part-time regular status employee with the District. Employees who terminate and return to the District will have a new seniority date. In no case shall the date of hire be earlier than July 1, 1996.

2.3.1 Employment Date and Seniority

An ESP can have both a hire date and a seniority date. The hire date is typically when the employee was originally hired as a regular status employee into the District.

Article 2

An ESP employee's Seniority date is dependent upon the type of position as defined in 2.2.1 and 2.2.2 and may be the same as the hire date. In some cases, as pursuant to Article 2.2.3 and 2.3, the seniority date may be adjusted to match the original hire date.

The District calculates an employee's seniority date based on the employee's original hire date minus any unpaid leaves pursuant to Article 14.0 and applicable law. The Seniority date is used any time an ESP employee is subject to a staff reduction as defined in Article 9. The seniority date is also used when calculating an employee's seniority pursuant to Article 16.3.

Effective July 1, 2015, an employee who has resigned from the District and is rehired within 180 calendar days will resume their seniority status minus any calendar days not employed by the District. The employee will regain their 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 rehired 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.

2.4 TRIAL PERIOD

The trial period for all persons newly-hired into the District as regular full-time or regular part-time ESP, or hired as regular status employees from a temporary position, will be from the first day of employment in a new job through the 89th **workday** of employment.

Newly-hired school year employees without 89 **workdays** remaining in the year will have the trial period continue into the next school year. Temporary employees moving to a regular status position will start the trial period the first day of employment as a regular status employee. The date the employee completes trial status will be stated on the Statement of Employment Procedures, Education Support Professionals.

During the 89 **workday** trial period, an employee should be evaluated at 30/60/89-day intervals.

2.4.1 A current ESP employee who transfers or is promoted to an alternate ESP position will not be required to serve a new 89-day trial period.

2.4.2 Pursuant to Article 2.3.1, an employee will not be required to serve an 89-day trial period when the employee is rehired 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.

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Article 2

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Revised: May 2007
Revised: June 2008
Revised: May 2012
Revised: May 2015
Revised: May 2017
Revised: May 2018
Revised: May 2021

**ARTICLE 3
WORKING CONDITIONS AND SCHEDULES**

3.1 RESPONSIBILITIES

The employee shall be responsible to the Supervising Administrator or Department Head to whom they are assigned.

The employee shall perform such duties and responsibilities as assigned by the immediate Supervisor or Administrator within the scope of job-related duties.

The employee shall be responsible for the proper care and use of any assigned equipment. The employee shall report to work on time and remain during working hours. An unsatisfactory attendance record resulting from frequent absences and tardiness may be the basis for disciplinary action or termination. (Refer to Articles 7 and 8)

The employee will notify their Supervising Administrator or designee as directed when unable to report to work. This call must be made as early as possible for that workday. In addition, the employee will report absences to the absence reporting system. Transportation and Food Service employees who work less than 260 days are not required to report absences to the absence reporting system and will use their standard reporting protocol.

The employee shall be responsible for notifying their Supervising Administrator or designee, the Accounting Office, and entering the information into PeopleSoft Self Service, as soon as possible of any change of address, telephone number, and any other pertinent information. If there is no/limited computer access, an employee may contact Human Resources to enter the data.

An employee who is charged with any criminal offense other than a minor traffic offense must notify their immediate Supervising Administrator and the Department of Human Resources within 48 hours of being charged. Any employee who must hold a Colorado Driver's License as part of their job must report all criminal offenses, including minor traffic offenses, to their immediate Supervising Administrator and the Department of Human Resources within 48 hours of being charged. Depending on the circumstances, the District may take employment action against an employee so charged, up to and including dismissal. If the District places the employee on administrative leave, such leave shall be with pay. Failure by an employee to notify their immediate Supervisor and the Department of Human Resources accurately of all charges within the allotted time may result in disciplinary action or termination.

3.2 WORK WEEK

The regular workweek will begin at 12:00 a.m. each Sunday. Full-time regular employees may be employed for thirty (30) to forty (40) hours per week as determined by the District needs. Part-time regular employees will normally work more than twenty (20) hours but less than thirty (30) hours per week. Any hours beyond the scheduled work week must be approved by the appropriate Supervising Administrator or designee.

3.3 REST BREAKS AND LUNCH PERIODS

The length of the day and the assigned start time will determine rest breaks. An employee working six (6) or more consecutive hours per day will have two (2) paid rest breaks of fifteen (15) minutes duration each: one in the first half of the workday, the other in the second half.

An employee working four (4) hours or more but less than six (6) hours will have one (1) rest break, and an employee working less than four (4) hours will have no rest break.

The lunch period is generally not considered part of the scheduled workday, and the employee is therefore not entitled to compensation for that time. However, the paid rest breaks are considered a segment of the working day for employees. Rest breaks are not cumulative.

3.3.1. When the scheduled work shift exceeds more than five consecutive hours of work, an ESP employee shall be provided with at least a 30-minute duty-free lunch period. (An employee working continuously for five (5) hours or less is not entitled to a lunch break, however, it may be requested and approved by the supervisor/department on a case by case basis if the employee wishes to have an unpaid lunch period.) ESP have the right to leave the school during the duty-free lunch period. In the case of an emergency (this includes matters that are out of the District's control, i.e., lockdown, fire drill, etc.) ESP staff may be asked to remain in the building, however, an alternate lunch period would be arranged or appropriate compensation would be provided. No ESP shall be deprived of their break or full lunch allotment as a result of being assigned to and traveling between two or more schools.

3.4 REGULAR HOURS

All regular full-time and regular part-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time. The Administration shall determine the work schedules, which include the building(s) and shift (hours) to be worked.

All Food and Nutrition Services hourly employees will have a standard schedule/work shift. In the event that the employee completes the work shift prior to the end of the shift and voluntarily requests to leave prior to the end of the shift, the request may be granted with approval by the supervisor (Kitchen Manager and above). The employee will be paid only for hours worked and will not be docked or required to use accrued leave time. The use of personal leave, sick leave or leave without pay is to be followed as outlined in Article 13 & Article 14.

3.5 WORK DAY

Eight (8) consecutive hours of work, except for interruption by lunch period, within a twenty-four-hour period shall constitute a regular work shift, except where a work schedule has been established for fewer hours or due to unusual job requirements.

Summer schedules that reflect a four-day workweek equal to the employee's scheduled weekly hours shall be paid according to the regular rate of pay.

3.5.1 STAFF MEETINGS

An ESP employee who attends a staff meeting outside of their regular work schedule must be paid for the time whether the staff meeting was voluntary or not. Compensation will be their hourly rate of pay for the time attended unless the staff meeting causes the employee to go into overtime, at which point the overtime will be paid at one and one-half.

3.6 SUMMER WORK SCHEDULES

During the summer, 12-month employees may be allowed to work a flex schedule, Monday through Friday, on a four-day workweek, working scheduled hours, if approved by the Division/Department Head.

An employee hired in one position should not be transferred to another position for a period of more than one week except in an emergency, without following District policies, regulations, and procedures.

3.7 WORK RELATED EMAIL AND TECHNOLOGY

All ESP employees are provided with a District #11 staff domain account and a work email address.

An ESP employee shall be allowed to check their work-related email for a reasonable period of time during a scheduled workday, not including the break periods or lunch.

3.8 LENGTH OF SUPPORT STAFF SCHOOL YEAR

The district may unilaterally elect to extend the employment year of certain education support personnel to a year-round position to facilitate the educational needs of the district.

The district shall give at least two weeks advance notice of the effective date of the extension of an employment term for an employee.

If the extended employment year results in a hardship to the individual employee, the district shall provide assistance to the employee in finding another equitable position within the District, including making the employee aware of other possible available positions.

Staff members whose employment year is extended to year-round status, shall be entitled to all normal paid holidays occurring after the effective date of the extension and to a prorated share of vacation days for the balance of the fiscal year based on the number of days remaining in the fiscal year as compared to the total year round number of days worked. For purposes of this computation, the number of days worked shall be determined by reducing the days in the year by weekends and permitted vacation and holidays.

3.9 RECESS DUTY/LUNCH DUTY/BEFORE & AFTER SCHOOL COVERAGE

- a. ESP staff who are scheduled or requested to provide recess duty coverage will be provided with the appropriate tools to ensure safety for students and staff. This will include but is not limited to: outside access to the building via keys and/or Sonitrol cards and a communication device for emergency communication. It is recommended that a minimum of 2 staff members provide group coverage at any given time with the ability to adjust additional staff based on need.
- b. ESP staff who are scheduled or requested to provide lunch duty coverage will be provided with the appropriate tools to ensure safety. It is recommended that a minimum of 2 staff members provide group coverage at any given time with the ability to adjust additional staff based on need.
- c. Before and after school coverage will follow the same guidelines as referenced in Article 4.3.4. Temporary Class coverage.

Article 3

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Revised: May 2015
Revised: May 2016
Revised: May 2017
Revised: May 2018

**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 1st through the 15th of the month and from the 16th through the 31st of the month.

Pay Date Food Service (excluding 12-month positions)

Food service workers are paid semi-monthly on the 1st and 15th of each month. If the 1st or the 15th 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 their 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 pay grade, the salary will be based on the employees' 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 employees 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 their 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 their 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 their 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 their 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 their hourly rate of pay, and in addition will receive the current licensed substitute hourly rate of pay.

4.3.4 TEMPORARY CLASS COVERAGE

When temporary class coverage is requested of an ESP employee, and after approval from the Principal/Supervising Administrator, clear communication from the licensed staff employee should occur which would include the following: how long they anticipate to be away from the classroom and taking care of other work-related

business, the reason for the other business and the location of the teacher in the event of an emergency situation. The licensed staff will also include communication to the ESP employee to define the other licensed professional who would provide the supervision in their absence; which is generally a licensed staff that is next door or across the hall. Any concerns may be addressed with the Principal/Supervising Administrator.

4.3.5 OUT OF CLASS PAY

1. Education Support Professionals position will receive Out of Class Pay when covering for vacancies or leave of absences.
 - A. ESP will receive an additional ten percent (10%) of their current rate of pay for each hour worked in the higher-level position or minimum of the pay range for the position covered, whichever is higher.
 - B. ESP will receive additional compensation in cases of vacancies or leave of absences when covering a position that is equal to or less than their primary job title. Compensation will be their hourly rate of pay plus an additional seven percent (7%) of their current rate of pay for each hour worked.
 - C. The Department of Human Resources shall be responsible for determining the rate of pay upon receipt of written notification from the Supervisor.
 - D. ESP employees will enter their time worked in the district's electronic time reporting system as a drop down selection.
2. Effective July 1, 2022, food service employees shall receive additional compensation in cases of vacancies or leave of absences when acting for the entire shift in a higher-level position for more than one (1) workday consecutively. This is not included in circumstances that require for partial coverage for the day on an hourly basis and the pay is granted when the entire shift is covered. Compensation will be their hourly rate of pay, and in addition the employee will receive an additional ten percent (10%) of their current rate of pay for each hour worked in the higher-level position or minimum of the pay range for the position covered, whichever is higher. Food service employees shall receive additional compensation in cases of vacancies or leave of absences when covering a position that is equal to or less than their primary job title for more than three (3) workdays consecutively and when coverage is done for an entire shift. Compensation will be their hourly rate of pay plus an additional seven percent (7%) of their current rate of pay for each hour worked. The Department of Human Resources shall be responsible for determining the rate of pay upon receipt of written notification from the Supervisor.
3. ESP who provide coverage when a certified substitute is not available will follow the guidelines as referenced in Article 4.3.3 Emergency Substitute.
4. ESP shall receive additional compensation in cases of vacancies or leave of absences when acting in a higher-level Executive Professional position for more than three (3) workdays with prior approval by the Director of Compensation. In the event that there is an extended leave by the Executive Professional, the Director of Compensation will work with the appropriate division head and Supervising Administrator to create a department coverage plan and compensation for the ESP

for the term of the leave and will communicate with the ESP Council President or designee.

4.3.6 VEHICLE INSURANCE COMPENSATION

An employee, whose position regularly requires the transportation of children in the employee's own vehicle as part of the employee's job description, shall receive compensation of \$20.00 per month – in addition to their regular wage and mileage reimbursement. This amount is provided for the employee to purchase additional vehicle insurance. Proof of additional insurance must be provided to Risk Management.

4.4 OVERTIME

Should it be necessary for a nonexempt employee to work in excess of 40 hours in a work week, the employee shall be compensated as the Fair Labor Standard Act requires. All ESP (non-exempt) employees shall record all time worked. The established workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

4.4.1 "Hours worked" is defined as all time during which an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Paid holiday hours and paid District closure hours will be considered hours worked for purposes of overtime calculation. Unpaid holiday hours, unpaid District closure hours, vacation and sick time hours will not be considered hours worked.

"Supervisor" is defined as a Principal, or Professional/Administrator at the manager level or above, or others designated in writing by a Division Head.

"Overtime" is defined as any work performed in excess of 40 hours in one work week.

4.4.2 Prior to working any overtime or additional hours, an employee must have prior approval from the Supervising Administrator, with the exception of unintended extenuating circumstances, emergency situations and/or circumstances of unplanned events. Any questions or concerns regarding approval are to be addressed first with the Supervising Administrator.

4.4.3 Effective July 1, 2019, non-exempt employees shall not be eligible to accrue compensatory time. All extra hours or overtime shall be paid to employees. In addition, the District will pay out to each employee any compensatory time that has not been used as of June 30, 2019.

4.4.4 Overtime pay is calculated as one-and-one-half times the employee's base rate of pay and will be paid to the ESP (non-exempt) employee when work is performed in excess of 40 hours in a work week. The 40-hour threshold is based on actual hours worked in the work week. If the employee works in more than one position, their overtime rate of pay is calculated based upon the type of role they are in and the extra duties that caused the weekly hours to exceed 40 hours worked in a workweek.

4.4.5 FLEX TIME

Any Education Support Professional (ESP) may utilize flex time within the defined seven (7) day workweek. Flex time cannot be carried over across multiple weeks.

Flex time is a variable schedule and must be approved by the employee's immediate supervisor prior to "flexing" their schedule.

- For example, an employee's normal schedule is 8:00 a.m. to 5:00 p.m. With supervisor approval, the employee can come in early at 7:30 a.m. and then flex their time and leave at 4:30 p.m. that same day.
- Or, an employee's normal schedule is 7:00 a.m. to 3:00 p.m. With supervisor approval, the employee works until 5:00 p.m. The employee can then use that flex time on a separate day within the same designated workweek to work from 7:00 a.m. to 1:00 p.m.

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 reported 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.

4.4.7 HOLIDAYS

Holiday pay is available to 260-day employees (as referenced in Article 14.6). The value of a holiday is equal to the typical hours worked per day and up to a 40 hour workweek (i.e. 8-hour work day equals 8 hour holiday; 10 hour work day equals 10-hour holiday). Holidays for these employees are considered hours worked for purposes of overtime calculation pursuant to Article 4.4.1.

Employees who work 5 days at 8 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 32 hours
- Two holidays in the workweek - Employee will work 24 hours
- Three holidays in the workweek - Employee will work 16 hours
- Four holidays in the workweek - Employee will work 8 hours

Employees who work 4 days at 10 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 30 hours
- Two holidays in the workweek - Employee will work 20 hours
- Three holidays in the workweek - Employee will work 10 hours
- Four holidays in the workweek - Employee will work 0 hours

ESP employees who work between 173 and 259 days receive no holiday pay.

260 day Food and Nutrition Services hourly employees that work in an organization that provides food services on a designated District holiday will be paid at the normal hourly rate of pay and receive holiday pay at a rate of time and one half.

Campus Security Officers or positions that are safety sensitive under the Security Department will be paid holidays.

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 the employee has accepted the request, the employee will also be paid a 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 a 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 2:30am, 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 are subject to the approval of the Executive Director of Human Resources and the Superintendent.

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- 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 their decision.
- j. Decisions made by the Job Reclassification Committee may be appealed to the Superintendent, or their 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 they 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 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 consideration 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 when a job re-evaluation changes an employee's pay grade except as noted 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.

4.6 EDUCATIONAL ACHIEVEMENT PAYMENT

ESP employees, who received educational achievement payments on December 1 of each year prior to 1991 (in accordance with Article XI, Professional Growth Plan, ESP Policy and Procedure Manual, 1988 revision), will continue to receive such payments until their separation from employment with the District. Payment will be included in the November paycheck each year. The employee must be actively employed on November 1 to be eligible to receive this payment.

4.7 MONETARY ERRORS

The District will not go back more than two (2) years from the date of discovery when correcting a salary or benefits overpayment or underpayment.

4.8 ESP DELEGATED NURSING TASKS

It is often necessary to delegate specific nursing tasks, including medication administration, to Unlicensed Assistive Personnel (UAP). A UAP is an individual receiving the delegation who acts in a complimentary role to the professional nurse and whom the professional nurse authorizes to perform tasks which the individual is not otherwise authorized to perform. Only a registered nurse can delegate nursing care. Delegated duties expire at the end of each school year. An ESP

has the ability to decline the request for delegated nursing tasks without retaliation or disciplinary action.

4.8.1 HEALTH TASK TRAINING

An ESP who agrees to act as an UAP for the purposes of individualized health tasks to include intrusive procedures will receive individualized training from the School Nurse for each delegated health task and upon completion of the training will receive a certificate. The certificate will include key information regarding the responsibilities involved and will also serve as verification for the ESP who has accepted the responsibility.

4.8.2 MEDICATION TRAINING

An ESP who agrees to act as an UAP for the purposes of administering medications will attend a District Medication training. Upon completion, the ESP will receive a certificate of completion.

4.8.3 DIABETIC CARE TRAINING

An ESP who agrees to act as an UAP for the purposes of diabetic care will receive individualized training from the School Nurse specific to each student's diabetic care plan. The ESP will receive a certificate of completion.

4.8.4 COMPENSATION

An ESP acting as a UAP for health tasks, medication administration, and/or diabetic care, will receive an annual stipend of \$100.00 for agreeing to complete the delegated nursing duties. The employee will receive the stipend once they have completed the required training and after the School Nurse has approved the ESP for the delegated duties.

Health Technicians are not eligible for the stipend, as this position is responsible for performing health related duties.

4.9 REQUIRED JOB SPECIFIC TRAININGS, LICENSURE, AND CERTIFICATION

An ESP employee will receive their hourly rate of pay for all time worked outside of their regularly scheduled hours to attend any pre-approved work required training programs related to the employee's job and/or position. If this should cause the employee to go into overtime the employee will be compensated as referenced in Article 4.4.

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 1st semester will be paid in February, and incentives earned in the 2nd semester will be paid in June.

Schedule of incentives per semester:

No more than six (6) half days or three (3) full days 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 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 eligible for an annual bonus incentive payment for up to 4% of their 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 (1st) semester will be paid in February and incentives earned in the second (2nd) semester will be paid in June.

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.

4.11 FURLOUGH

Notwithstanding the above or any articles that are contrary to this subsection, effective for Fiscal year 2020-2021 (July 1, 2020 to December 31, 2020), all regularly employed ESP employees will receive a reduction of a compensable day equivalent to one (1) day. The furlough day will be without pay and the employee will not complete any type of work on this day. The financial impact of the furlough day is to be spread evenly over 12 paychecks, or as applicable for employees that are paid on a different pay cycle.

An ESP employee that begins employment after 7/1/20, will be subject to a payroll reduction of a compensable day equivalent to one (1) day, however, the payroll deduction will be distributed over the remaining pay periods appropriately.

Food Services employees only (excluding 260-day employees), shall not have a furlough day deduction since they are only paid for actual days worked. However, the school calendar year will be shortened which will automatically reduce their number of days worked by the one (1) furlough day.

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Article 4

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Revised: May 2013
Revised: May 2014
Revised: May 2015
Revised: October 2015
Revised: May 2016
Revised: May 2017
Revised: May 2018
Revised: May 2019
Revised: June 2020
Revised: May 2021
Revised: May 2022
Revised: May 2023

**ARTICLE 5
INSURANCE BENEFITS/SALARY REDUCTION**

Effective July 1, 2015, and in compliance with Health Care Reform, all District 11 employees must work an average of 30 hours per week or more to be eligible for benefits, as defined in 5.1 Health, 5.2 Dental and Vision, 5.3 Basic Life Insurance.

5.1 HEALTH

The District shall offer eligible employees at least one health insurance plan. Beginning with the July 1, 2023 paycheck, the District shall pay seventy-five percent (75%) of the Medical Buy-Up Plan premium for Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren) and family) and the District shall pay eighty-five percent (85%) of the Medical Base Plan premium for Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren) and family). Employees are not required to carry health insurance through the District. Part-time (those who work less than 30 hours per week) ESP employees do not receive benefits.

The benefit coverage effective date for new hires, or employees who have a status change to benefits eligible, is the first day of the month following the date of hire provided the enrollment form is received within 31 calendar days of hire. Employees who do not turn in their completed enrollment form within 31 days of hire will be required to wait until the next open enrollment period to elect coverage unless they have a qualifying event (e.g. loss of coverage) that would permit enrollment in the plan prior to the annual open enrollment period.

5.1.1 ESP Second Semester Hiring Procedures: An ESP employee hired on or after March 1 of a school year will be given the option of enrolling in the benefits plan or will be able to waive benefits. Employees who choose to waive benefits will be provided options for benefits coverage and payment options as required by Health Care Reform so long as the employee remains benefits eligible. This subsection excludes 260-day employees.

5.2 DENTAL AND VISION

The District shall offer dental and vision insurance for its full-time benefit eligible employees through either self-insurance or through a private carrier(s). The District shall pay seventy-five percent (75%) of the District designated carrier(s) premium. Employees are not required to carry this insurance through the District.

5.3 BASIC LIFE INSURANCE

The District shall provide basic life insurance coverage for its full-time benefit eligible employees. The District will assure that the life insurance will be two (2) times the employee's contracted annual salary amount with a minimum coverage amount of \$50,000. Each employee will be required to participate in the coverage. Premium payments will be funded by the District paying one hundred percent (100%) for the employee only. The additional basic life insurance for the spouse and dependents will be the total responsibility of the employee and the benefits amount may decrease based upon age pursuant to the current plan documents.

5.4 VOLUNTARY LIFE INSURANCE

The District shall provide voluntary life insurance for its full-time benefit eligible employees and dependents. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee.

5.5 SHORT TERM DISABILITY INSURANCE

The District shall provide short term disability coverage for its full-time benefit eligible employees. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee. Short term disability benefits will begin once the employee has exhausted all paid leave (use of vacation time is optional) or 15 days from the last day worked, whichever is greater.

5.6 LONG TERM DISABILITY INSURANCE

The District shall provide long-term disability coverage for its full-time benefit eligible employees. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee. Long term disability benefits will begin once the employee has exhausted all paid leave (use of vacation time is optional) or 90 days from the last day worked, whichever is greater.

5.7 WORKERS' COMPENSATION

An employee is eligible for workers' compensation benefits from the district as a direct result of an injury arising out of, and in the course of, their employment per the Colorado Workers' Compensation Act.

Workers' Compensation benefits are statutorily defined and regulated, specifically by the Colorado Workers' Compensation Act and the Colorado Division of Workers' Compensation, Rules of Procedure. All compensable, work-related injuries or illnesses will be adjusted according to this legislation and rules. However, the District will go beyond the statute and allow injured employees with a compensable, workers' compensation claim to use Sick Leave, where available, for the statute-mandated, three-day waiting period referenced in the Colorado Workers' Compensation Act. No leaves, other than that noted above, including Donated Hardship Leave, are applicable for the effects of a compensable, work-related injury. For additional information, please contact the District 11 Risk Related Activities Department.

An employee shall continue to have school district insurance(s) while the employee is under temporary, total, or partial disability. The employees shall be responsible for their share of the monthly premium(s) if applicable.

5.8 PERSONAL LIABILITY

The District carries liability insurance for its employees, under both its self-insured general liability program, and its errors and omissions professional liability policy.

The District's errors and omissions professional liability generally covers claims asserted by an employee, where the employee was performing their duties within the course and scope of their employment with the District.

Employees may not be eligible for either coverage if a determination is made that the employee's conduct was willful and wanton, if the employee settles or compromises a claim without the District's consent, or as otherwise provided by law. Employees will be subject to other limitations provided in the District's policies and/or as otherwise provided by law. Employees having

questions, or who believe a claim should or may be filed under one of the District's policies, should report to Risk Management.

5.9 DAMAGE TO PERSONAL PROPERTY

Personal Property Damage Reimbursement due to vandalism and/or theft

The District may *reimburse* an employee for damages to their personal property resulting from vandalism or theft, while on District property and during the course and scope of their employment, when the loss has been proven to be a District related loss after investigation. In addition, the District may reimburse the employee for damage to their personal property that occurred off District property in the event the employee substantiates, to the District's satisfaction, that the employee was acting within the course and scope of their employment. *Reimbursement* will be limited to a maximum \$1000 per incident and \$1500 per year, and shall be for those actual damages not covered by insurance or otherwise reimbursed or recouped.

To be eligible for reimbursement, the employee must meet **all** the following criteria:

- A. Employee has taken reasonable precautions to protect his or her personal property
- B. Colorado Springs Police report has been filed in a timely manner
- C. Immediate notification to employee's supervisor
- D. Notification to Risk Management within 5 business days
- E. Completed District "Property Damage to Employee Property" claim form forwarded to Risk Management with all required documentation
- F. Submitted evidence of actual damages incurred as well as documentation of the original purchase cost and/or ownership where applicable

Damage to windshield or keyed vehicles will only be reimbursed if it is the result of **proven** vandalism on District premises as provided in this Article.

5.10 INSURANCE WHILE ON LEAVE

Employees on unpaid leaves of absence shall have the privilege of continuing their group health, life, dental and vision insurance coverage at their own expense and shall pay the full premium. Beginning on the first day of the month following the first day of unpaid leave employees shall pay the full premium.

5.11 SALARY REDUCTION PLAN (CAFETERIA PLAN)

The District is enrolled in an Internal Revenue Service, Section 125 (cafeteria plan) program that allows employees to pay for insurance premiums, medical expenses and dependent care expenses on a pre-tax basis. There are two components to the 125 Flex Plan:

1. Premium Payments

All employees enrolled in the medical, dental and/or vision plans will have their portion of the insurance premiums automatically deducted pre-tax from their pay checks. Employees who do not desire to participate in the insurance premium pre-tax portion of the cafeteria plan may elect to withdraw from the cafeteria plan by filing the appropriate form with the District's Benefits Department during "Open Enrollment" each year.

2. Medical and Dependent Care Expense (Flexible Spending Account)

Benefit eligible employees who desire to set aside money for medical and/or dependent care expenses on a pre-tax basis may do so during the "Open

Enrollment” period each year. Employees must re-enroll in the Medical and Dependent Care Expense portion of the 125 Flex Plan each year.

All benefit eligible employees will receive a written notification prior to the annual “Open Enrollment” period informing them of their options, including their option to withdraw from the premium portion of the plan. They will be reminded that if they are considering retirement in the next three years that their compensation for PERA will be improved if they, in fact, withdraw as it will increase their compensation for PERA. This program is explained in greater detail by Employee Benefits.

5.12 DISTRICT EMPLOYEE BENEFITS INSURANCE COMMITTEE

The District shall establish a District Employee Benefits Insurance Committee of thirteen (13) members, which shall be comprised in a manner to reflect the views and interests of all groups of employees. The committee is currently structured as follows as appointed by the group presidents and the Superintendent: six (6) teachers, two (2) Executive Professionals, four (4) ESP representatives and one (1) retiree. The District Employee Benefits Insurance Committee shall review existing benefit insurance coverage and shall consider how to contain escalating costs as specified in an annual charge from the Board. The chairman of the District Employee Benefits Insurance Committee shall serve ex-officio and be appointed by the Superintendent or designee. The Superintendent will transmit reports and any other recommendations to the Board of Directors for consideration. The recommendations of the District Employee Benefits Insurance Committee are advisory only.

5.13 IMPACT FROM REDUCTION OF HOURS

If an employee’s hours are decreased to less than six (6) hours per day, the employee will no longer continue to be eligible to receive the benefits as of the end of the month in which the hours were reduced as outlined in section 5.1

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- Revised: June, 1994
- Revised: June 1995
- Revised: June 1996
- Revised: June 1997
- Revised: June 2000
- Revised: May 2002
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- Revised: May 2011
- Revised: May 2012
- Revised: May 2013
- Revised: May 2014
- Revised: May 2015
- Revised: May 2016
- Revised: May 2017
- Revised: May 2018
- Revised: May 2019
- Revised: June 2020
- Revised: May 2023

**ARTICLE 6
EMPLOYEE EVALUATIONS**

6.1 MID-YEAR REVIEWS & YEARLY EVALUATIONS

ESP will participate in a mid-year review and an end of year evaluation. Mid-year evaluations will be held for the purpose of engaging in professional conversations focused on the progress of the employee's professional growth plan, job performance and supporting the employee as appropriate. Mid-year and yearly evaluations are designed to be a collaborative and collegial process between the employee and their Supervising Administrator. This time is meant to allow for open dialog to discuss areas of strength, potential opportunities, means for growth, and a time to identify any needs and support.

6.2 PROFESSIONAL GROWTH PLANS & S.M.A.R.T GOALS

Employees will create a yearly growth plan. The purpose is to set goals that align with the Strategic Plan and empower employees to be lifelong learners.

6.3 PURPOSE

The purpose of the Performance Evaluation System for Education Support Professionals is to have a collaborative, fair, equitable and comprehensive evaluation tool to measure staff performance and effectiveness, encourage employee growth, and increase student achievement through high performance of all staff.

6.4 GOAL

The goal is to have an evaluation system that is fair and equitable, adequate, relevant, reliable, valid and practical, and should meet any legal requirements. Employee performance evaluations should encourage communication between the Supervising Administrator (evaluating supervisor) and the employee, and it should provide opportunities for setting directions for the future. Both the evaluating supervisor and the employee should participate in the process, which is ongoing and involves individual growth as well as accountability.

6.5 OBJECTIVES

The objectives of the Performance Evaluation System for Education Support Professionals are to provide the highest quality of support services for District 11's students, staff, and community.

The Performance Evaluation System is designed to:

- Promote and improve communication between the employee and the evaluating supervisor.
- Provide insight and feedback regarding the employee's performance, including areas of strength, opportunities for growth and needs for improvement.
- Ensure that consistent procedures are used for the evaluation of all employees.
- Serve as a measurement for an individual's performance.

6.6 TIMELINES

ESP employees will create a Professional Growth plan at the beginning of the school year. ESP employees will participate in a mid-year evaluation every year no later than January 31st. An employee's job performance will be evaluated formally once each fiscal year no later than May for less than year-round employees and no later than June for year-round employees. There may be further discussions regarding performance, mid-year evaluation and/or remediation plans as appropriate.

Specific information is available in the “Performance Evaluation System Protocol for Education Support Professionals.” This information can be found on the Education Support Professionals ESP Council or Human Resources’ websites.

- 6.6.1** A current ESP employee who transfers or is promoted to an alternate ESP position, will not be required to serve a new 89-day trial period.
- 6.6.2** Pursuant to Article 2.3.1, an employee will not be required to serve an 89-day trial period when the employee is rehired 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.
- 6.6.3** A rebuttal to a performance evaluation may be submitted in writing to the Supervising Administrator by attaching a written response within seven (7) working days of the performance evaluation conference.

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Revised: May 2004
Revised: May 2011
Revised: May 2012
Revised: May 2018
Revised: June 2020

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

An employee whose work performance is unsatisfactory, or who has violated District work rules, procedures, policies, or has engaged in misconduct, may be subjected to discipline by their Supervising Administrator. The primary goal of discipline and/or corrective action is to assist the employee in achieving a satisfactory level of performance and conduct. The employee's Supervising Administrator, Security and/or Human Resources should advise the employee of the availability of ESP Council representation during an investigatory meeting regarding a matter related to an investigation that may result in discipline of an employee. However, it is the responsibility of the employee to request representation if the employee so chooses to have representation present. In the event that an employee may receive disciplinary action (a conference memorandum is not a form of disciplinary action) to include a written warning, written reprimand, suspension and/or a termination recommendation, the Supervising Administrator should advise the employee of the availability of ESP Council representation, so long as any delay does not impose a hardship, as determined by Human Resources, for the District to implement an investigation and/or a disciplinary action.

Oral or written disciplinary action and/or corrective actions shall be delivered in private. These actions shall be communicated in a professional and respectful manner.

In every case, and as a matter of management judgment, the District retains the right to determine whether discipline is warranted and the form of discipline, or whether the matter should proceed to termination without prior discipline. This article is not intended to require that the District utilize specific discipline or a disciplinary process for employee issues.

This Article is not intended to, nor does it create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of the Article can be modified by the District after discussion with the Meet and Confer Team.

**7.1 PROBLEM SOLVING/DISCUSSION/CONFERENCE MEMORANDUM
(NON-DISCIPLINARY ACTIONS)**

Conferencing with an employee needs to be a two-way discussion when an employee's Supervising Administrator becomes aware of performance concerns or misconduct. The Supervising Administrator then may hold an informal problem-solving discussion/conference with the employee which may provide a description of what was observed/reported, what needs to be seen/done to rectify the situation, or to clarify the employee's understanding of a rule/policy/protocol. An employee is provided the opportunity to provide feedback and respond to the concerns during this informal discussion.

There may be times where the Supervising Administrator determines, in their discretion, that a more formal meeting with an employee is necessary to discuss employee performance or misconduct. In these cases, there may be a written conference memorandum provided to the employee which generally summarizes the discussion/conference, including the employee's response to the concerns.

7.2 VERBAL OR WRITTEN WARNING (DISCIPLINARY ACTION)

An employee may be verbally advised of unsatisfactory work performance, misconduct, or other matters of concern prior to receiving a written warning. However, an employee may be given an initial warning by their Supervising Administrator regardless of whether or not the employee was

previously advised verbally. A written warning must be in writing and signed by the employee and Supervising Administrator, but it will not be entered into an employee's personnel file at Human Resources. Signing of the written warning is only an acknowledgement of receipt. The purpose of an oral or written initial warning is to inform the employee of the issue, to suggest corrective action, and to warn the employee of future consequences if repeated.

7.3 WRITTEN LETTER OF REPRIMAND (DISCIPLINARY ACTION)

When deemed appropriate by the Supervising Administrator, they may provide the employee with a written reprimand. Written reprimands should include the date, time, place and nature of the unsatisfactory work performance and/or misconduct, and will warn of future consequences that may occur if the employee does not take the desired corrective action or satisfactorily improve. The written reprimand will become a part of the employee's personnel file in the Department of Human Resources. The employee may submit a written response to the written reprimand to be placed in their personnel file. The Supervising Administrator may move directly to a written reprimand without providing an oral or written warning, or without otherwise discussing the matter with the employee.

7.4 SUSPENSIONS (DISCIPLINARY ACTION)

7.4.1 Suspension is most commonly applied when the unsatisfactory work performance or other issue continues or resumes within 12 months of the date of the written reprimand. Suspensions may be used by the District at other times (an example might be a licensing defect that disqualifies the employee from performing an important job duty).

7.4.2 Suspensions may be with or without pay as determined by the Senior Executive Director of Human Resources, or their designee. A written notice of suspension will be given to the employee. The Senior Executive Director of Human Resources, or their designee, may meet with the Supervisor and the employee as soon as possible, but usually within five (5) working days following the poor work performance, conduct issue or other problem. The Senior Executive Director of Human Resources, or their designee, will review the circumstances and determine appropriate action.

7.5 ADMINISTRATIVE LEAVE FOR PURPOSES OF REVIEW

If the Senior Executive Director of Human Resources, or their designee, believes an employee may have engaged in conduct warranting suspension or termination, or other type of appropriate disciplinary action, they may place the employee on administrative leave to review the circumstances and/or to protect the interests of the District or health, safety and welfare of the students and other staff of the District pending a decision regarding the appropriate disciplinary action. Such leave may be paid or unpaid as determined by the Senior Executive Director of Human Resources or their designee. A reasonable effort will be made to reach a decision within ten (10) workdays.

7.6 RECORD REVIEW

If an employee improves and maintains satisfactory performance for a period of one (1) year from the date of the last written reprimand, the employee may request removal of the written reprimand from their personnel file in Human Resources. The request for removal of the written reprimand must be approved by the Senior Executive Director of Human Resources or their designee.

Article 7

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Revised: May 2002
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Revised: May 2007
Revised: May 2011
Revised: May 2012
Revised: May 2014

**ARTICLE 8
SEPARATION**

8.1 RETIREMENT

Employees requesting retirement should make this request known in writing to the Department of Human Resources not later than 30 days prior to date of retirement. (See Article 16)

8.2 RESIGNATION

When an employee seeks to separate themselves from employment with the District, a written resignation is preferable and should be submitted to the Supervising Administrator and the Director of Human Resources. The employee resigning should give the District a minimum of two weeks advance notice. However, if an employee clearly and distinctly verbally notifies a Supervising Administrator of a resignation from the District, and then does not report to work following the verbal notice, on the 4th day that notification shall be considered accordingly and the Board shall be notified of the employment action. An employee may revoke their resignation within three (3) working days after submitting it to the Director of Human Resources, with approval by the Senior Executive Director of Human Resources or their designee. An employee who resigns and is reemployed by the District within 180 calendar days will have their sick leave accrual balance reinstated as referenced in Article 2.3.1. Employees who resign while being on a discipline or corrective action plan (for written reprimand or misconduct) may not rescind a resignation.

8.3 TERMINATION

Termination of an ESP may only occur by the action of the Board, based on the recommendation of the Superintendent.

All ESP are at-will employees, whose employment can be terminated by the District.

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**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 Senior 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 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. In this case, 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 REGULAR 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 July 31st 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 August 1st immediately following the school year in which the employee was notified that their 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 position has 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 August 1st immediately following the school year in which the employee was notified that their 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 1st of each school year. If the employee secures a regular status budgeted FTE position within 180 calendar days from the date on which they were notified that their position was being eliminated, as referenced in Article 2.3.1 and Article 8.2, the employee will regain their seniority status minus any calendar days not employed by the District. The employee will also regain their previous accrual rates and balances for sick leave, personal leave and vacation leave 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.

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- Revised: June 2020
- Revised: May 2021

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

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.

10.1 PROVISIONS

All employees are eligible to apply for any position or new position or any other position which becomes vacant or otherwise available within the school district. The District believes that it is desirable to have procedures under which an employee may transfer from a position within the school system to a vacant position. ESP employees will be considered as internal applicants for any District vacancies, however an interview is not guaranteed.

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.
- 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.

10.3 ELIGIBILITY

- 10.3.1** An employee in a casual labor position (as defined in Article 2) is eligible to apply for a posted regular status position.
- 10.3.2** An employee in a position with one job title who is regularly assigned to two or more sites (for example, a "split assignment" building technician who is regularly assigned half-time at each of two schools), is eligible to apply for a posted regular status position at one site. During the 89-day trial period, employees working a split position may apply for a single site posted position.

Article 10

- 10.3.3** An employee, who has successfully completed or is within their 89-day trial period in their current position is eligible to apply for a posted position that would be a promotion for that employee. Promotions are defined as any increase in salary, grade, FTE, or number of contract days worked.
- 10.3.4** A current ESP employee who transfers or is promoted to an alternate ESP position, will not be required to serve a new 89-day trial period.
- 10.3.5** For further clarification, please refer to Article 4.1.4 Voluntary Transfer or Demotion, Article 4.1.5 Involuntary Transfer to a Lower Pay Grade, and Article 4.1.6 Lateral Transfers.

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Revised: May 2012
Revised: May 2019
Revised: May 2021

**ARTICLE 11
DISCRIMINATION, HARASSMENT AND BULLYING**

11.1 SEXUAL HARASSMENT

RACIAL HARASSMENT

EMPLOYMENT HARASSMENT

NONDISCRIMINATION IN EMPLOYMENT

School District 11 is committed to a policy of nondiscrimination in relation to race, creed, color, sex (gender), ancestry, sexual orientation, gender identity, gender expression, transgender status, religion, national origin, age and/or disability. Any harassment/discrimination of students and/or staff, based on the aforementioned protected areas, will not be tolerated and must be brought to the immediate attention of the school principal, D-11 administrator/supervisor or District 11 Equal Opportunity Programs & Ombudservices Director.

Refer to Board policies AC, Nondiscrimination/Equal Opportunity or GBAA, Employee Sexual & Racial Harassment/Discrimination for definitions, guidelines and complaint and resolution procedures.

Board policies can be found at: <http://www.d11.org/BOE/Policies>

11.2 BULLYING

The ESP Council and the District support a secure school and building climate, conducive to a teaching and working environment that is free from threat, harassment, and any type of bullying behavior. Bullying is addressed in the following documents:

Superintendent Stop Doing List

Superintendent Bullying Button

Board Policy JICDE Bullying Prevention and Education

Board policy can be found at: <http://www.d11.org/BOE/Policies>

11.3 REPORTING

Information links are available on the District 11 website found under Professional Development and/or Human Resources titled Bullying and Harassment in the Workplace Resources.

There are several resources within the District to report discrimination, harassment, and bullying:

Supervising Administrator

Equal Opportunity Programs Director & Ombudservices

Human Resources

Chief of Personnel Support Services

Superintendent

ESP Council President

Revised: May 2004

Revised: June 2008

Revised: May 2011

Revised: May 2013

Revised: May 2014

**ARTICLE 12
GRIEVANCE PROCEDURES**

The purpose of this procedure is to secure, at the lowest administrative level, consideration of possible solutions to problems and/or inquiries that may occur. High morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. An employee presenting a complaint or grievance will not be subject to reprisals.

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. Any complaints related to Article 11, Discrimination, Harassment and Bullying shall not be subject to the grievance procedure as defined below and shall be referred to the complaint process as applicable in Article 11.

12.1 DEFINITIONS

- 12.1.1** A grievance shall mean a complaint by a current employee where there has been a direct violation of the Education Support Professionals Meet and Confer Handbook. Questions related to Board policies can be referred to and addressed by administration of the Board of Education.
- 12.1.2** A grievant is an ESP employee of the District who is asserting a grievance and is employed at the time the grievance is alleged to have occurred.
- 12.1.3** A participant is a person, other than the aggrieved, who might be involved in the alleged grievance.
 - 12.1.4** A representative is the ESP Council President or their designee.
 - 12.1.5** An immediate Supervisor shall mean the first level of supervision determined at the work site.
 - 12.1.6** Days shall be defined as work days.
- 12.1.7** The grievant may choose to be represented by the ESP President or their designee at any level of the grievance procedure.
- 12.1.8** A grievance is the act of filing a grievance in writing if efforts to resolve the grievance informally have failed.
- 12.1.9** The District may continue to move forward with discipline or termination during the grievance process.
 - a. Level I Principal/Supervising Administrator
 - b. Level II Appropriate Director and/or Division Head
 - c. Level III Superintendent/Designee

12.2 PROVISIONS

- 12.2.1** In order to maintain a high degree of efficiency in personnel administration, the District and the ESP Council agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
 - 12.2.2** Copies of all written decisions of grievances shall be sent to the aggrieved.
- 12.2.3** A grievance may be withdrawn at any level without prejudice. If, in the judgment of the aggrieved and the representative, a grievance affects more than one employee in one department, the processing of such grievance may be commenced at Level II.
- 12.2.4** No grievance will be recognized at Level I unless it has been presented within thirty (30) working days after the aggrieved person knew, or should have known, of the act on which the grievance is based.

12.2.5 Reprisals shall not be taken by or against any participant in the grievance procedure by reason of such participation.

12.2.6 All documents, communication, or records dealing with any level of the grievance procedure shall be filed separately from the personnel files of the participants.

12.3 PROCEDURE

If a grievance is not responded to within the timelines specified, unless extensions have been mutually agreed to, it shall proceed to the next level.

12.3.1 INFORMAL PROCEDURE

An employee with a grievance should discuss it with their immediate Supervisor. The employee may elect to have an ESP representative present when discussing a grievance with a Supervisor.

12.3.2 FORMAL PROCEDURE

The employee may proceed to the formal procedure under the following conditions:

- a. The employee is not satisfied with the disposition of the grievance at the informal procedure level.
- b. If no decision has been rendered by the principal/Supervising Administrator within ten (10) working days of the informal meeting, the employee must file the grievance using the appropriate form (see Form A), with their principal/Supervising Administrator, and a copy of the grievance must be submitted to the Human Resources Department.

The employee representative may assist in writing the grievance.

LEVEL I – PRINCIPAL/SUPERVISING ADMINISTRATOR

- a. The grievance must be filed no later than thirty (30) days after the event or condition occurred whether the informal procedure has or has not been followed.
- b. Within ten (10) days after the receipt of the grievance, the Principal/Supervising Administrator shall conduct a meeting to investigate the grievance. The meeting shall include the Principal/Supervising Administrator, the aggrieved person and their representative, which may be from the ESP Council. Within five (5) working days following the day of the meeting, the Principal/Supervising Administrator shall render their written answer to the grievance.
- c. In the event that the employee is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days from the date of the Level I meeting, the employee make take the grievance to Level II.
- d. In the event that the grievance is against the Principal/Supervising Administrator, the aggrieved person will file the grievance as described in Level 1.b, however, the appropriate director/division head will participate in the investigation of the grievance and will meet with the Principal/Supervising Administrator and aggrieved person and their representative.

LEVEL II – APPROPRIATE DIRECTOR AND/OR DIVISION HEAD

Article 12

- a. A meeting will be held within five (5) days of receipt of the Level II grievance. The meeting may include some of the participants in the Level I meeting. Within ten (10) days of the Level II meeting, the appropriate director and/or division head will issue a decision in writing to the aggrieved.
- b. A grievance may initially be filed at Level II in accordance with the provisions of Article 5.2.3 or Article 5.3. Such filing in writing must take place within the thirty (30) day period set forth in Article 5.2.4.
- c. The grievant may forward the grievance to the Superintendent/designee under the following conditions:
 - 1. The employee is not satisfied with the disposition of the grievance at Level II or;
 - 2. No decision has been rendered within ten (10) days of the Level II meeting.

LEVEL III – THE SUPERINTENDENT OR THEIRDESIGNEE

Within five (5) days of receipt of the grievance at Level III, the Superintendent/designee shall conduct a meeting. The meeting may include some of the participants present at the Level II meeting. Within ten (10) days of this meeting, the Superintendent/designee shall issue the decision in writing to the aggrieved.

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Revised: May 2017

**EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM A)
LEVEL I GRIEVANCE
COMPLAINT BY THE GRIEVANT**

TYPE OR PRINT

Date Grievance Submitted _____

Grievant _____

School/Department _____ Supervisor _____

Years in District 11 _____ Job Title _____

Home Address _____

Name of Representative _____

Participant _____

Date Grievance Occurred _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(Signature of Grievant)

(Signature of Representative)

Revised 6/1996
Revised 5/2014

EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM B)
LEVEL I GRIEVANCE

DECISION OF PRINCIPAL/IMMEDIATE SUPERVISOR

TYPE OR PRINT (To be completed by Principal/Immediate Supervisor and presented to the Grievant within 5 days after the decision has been rendered at LEVEL I)

Date Grievance Submitted _____

Grievant _____

Level 1 Meeting Date _____

Participant _____

School/Department _____

Immediate Supervisor/Principal _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

DECISION OF SUPERVISOR AND REASONS THEREFORE:

Date of Decision _____

(Signature of Supervisor)

GRIEVANT'S RESPONSE: (To be completed by Grievant within 5 days of decision and sent to ESP Representative)

_____ I accept the above decision

_____ I hereby refer the above decision to the ESP Representative for referral to the appropriate Director and/or Division Head. (A copy to be forwarded to the appropriate Director/Division Head by the ESP Representative within 5 days after receipt)

Response _____ Date _____

(Signature of Grievant)

LEVEL II:

Date submitted to Director/Division Head _____

(Signature of person receiving Form B)

(Date received)

Revised 6/1996

Revised 5/2014

EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM C)
LEVEL II GRIEVANCE
DECISION OF DIRECTOR AND/OR DIVISION HEAD

TYPE OR PRINT (To be completed by the appropriate Director and/or Division Head within 10 days after hearing with Grievant and ESP Representative. Meeting to be held within 5 days after receipt of appeal.)

Date Grievance Submitted _____

Grievant _____

Participant _____

School/Department _____

Immediate Supervisor/Principal _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

Date Appeal Received _____ Level 2 Meeting Date _____

DECISION OF DIRECTOR/DIVISION HEAD AND REASONS THEREFORE:

Date of Decision _____

(Signature of Director/Division Head)

.....
GRIEVANT'S RESPONSE: (To be completed by Grievant within 5 days of decision)

_____ I accept the above decision

_____ I hereby refer the above decision to the ESP Representative for referral to the Office of the Superintendent. (A copy to be forwarded to the Office of the Superintendent by the ESP Representative within 5 days of receipt)

Response _____ Date _____
(Signature of Grievant)

LEVEL III:

Date submitted to Superintendent's Office _____

(Signature of person receiving Form C)

(Date received)

Revised 6/1996

Revised 5/2014

EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM D)
LEVEL III GRIEVANCE
DECISION BY THE SUPERINTENDENT (OR DESIGNEE)

TYPE OR PRINT (To be completed by the Superintendent, or designated representative, within 10 days after hearing with Grievant and ESP Representative. Meeting to be held within 5 days after receipt of appeal.)

Date Grievance Submitted _____

Grievant _____

Participant _____

School/Department _____

Immediate Supervisor/Principal _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

Date Appeal Received _____ Level 3 Meeting Date _____

DECISION OF SUPERINTENDENT (OR DESIGNATED REPRESENTATIVE) AND REASONS THEREFORE:

Date of Decision _____

(Signature of Superintendent or Designee)

.....
GRIEVANT'S RESPONSE: (To be completed by Grievant within 5 days of decision)

_____ I accept the above decision

_____ I reject the above decision

Response _____ Date _____
(Signature of Grievant)

Revised 6/1996
Revised 5/2014

**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 their 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 their 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 condition), 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 their 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 their 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 their accrued sick leave account, will have that amount deducted from their 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 their 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 their immediate family. Approval of bereavement leave for immediate family is completed by the Supervising Administrator or their 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 their 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.

13.3 DONATED SICK LEAVE

Effective July 1, 2019, an ESP employee who intends to remain an active employee and has at least five (5) days of accumulated sick leave, at their written request, may donate up to a maximum of five (5) sick leave day(s) per school year to another eligible employee who suffers a critical illness/injury to the employee and has exhausted all sick leave, sick leave at half salary, and any applicable vacation leave. In addition, donations may be made to an employee when a member of the employee's immediate family suffers a critical illness/injury and the employee has exhausted all sick leave, sick leave at half salary, and applicable vacation leave. For purposes of Donated Sick Leave, immediate family is defined as spouse, child, parent, or member of the immediate household where the employee lives.

- 1.** Critical illness/injury definition: inpatient hospitalization for more than 3 days, life threatening illness/injury, cancer, chemotherapy/radiation, hip replacement, knee replacement, heart surgery, extreme mental health/psychological distress, terminal illness/injury, pregnancy related complications (typically defined as high risk or a physician's requirement that the employee is unable to work), stroke, or paralysis.
- 2.** Donated Sick Leave does not consider the following, but is not limited to: elective surgery (defined as surgery in advance and is preventative and not a medical emergency), common cold, flu, medical statements with unknown/undiagnosed illnesses that only

excuse absences, medical statement for elective cosmetic procedures, sprains, strains, doctor appointments, pain related absences or pain management treatments.

3. Donated sick leave requests shall not be available to an individual who is receiving payments under worker's compensation or long-term disability. Should an employee receive payments under worker's compensation or long-term disability for days already covered by donated sick leave, they will be required to reimburse the District for any applicable amount owed that was received from the donated sick leave program.
4. An employee who is on any type of extended leave may not donate leave until they return to an active working status for at least thirty (30) working days.
5. An employee may not be eligible to request days from Donated Sick Leave or donate any days until they have completed sixty (60) work days and the employee must be in a budgeted FTE and benefits eligible position.
6. An employee may request Donated Sick Leave from Human Resources. In order to request for Donated Sick Leave from other employees, the employee must complete the Employee Leave of Absence Request form and identify in writing that they request for donated sick leave days. Adequate medical documentation from the employee's physician must be received by Human Resources prior to making the District wide request. The Human Resources Director determines whether the medical condition meets the definition for Donated Sick Leave and the Human Resources office initiates the District wide request if approved.
7. Donated days may not be used to extend an ESP's period of employment.
8. Unused donated sick leave shall be returned to the donor(s) in the event the maximum amount of time is donated or if the medical condition changes.
9. An employee shall be eligible to receive up to sixty (60) days of donated leave for the employee's own personal critical illness or injury under this provision. An ESP employee shall be eligible for a total donation of up to ninety (90) work days when the ill/injured party is a member of the employee's immediate family, but not a District employee, and suffers a critical illness/injury. Verification of illness/injury will be required at reasonable intervals. An employee is eligible for a maximum of five (5) days of donated sick leave when the request is due to the death of an immediate family member.
10. An employee who has a verifiable retirement on file with Human Resources may donate a maximum of up to ten (10) days of sick leave.

13.4 DOMESTIC VIOLENCE LEAVE

Employees who are victims of domestic violence, and have used all available vacation, personal leave and sick leave are eligible to receive up to three days leave in any fiscal year for any one of the following purposes:

1. To seek civil restraining order
2. To obtain medical care or mental health counseling
3. To make their home secure from attack by the predator
4. To seek legal assistance

Legal documentation along with a written request to the Director of Human Resources Operations in Human Resources is required.

Adopted: September 1993
Revised: June 1994
Revised: June 1996
Revised: June 1997

Article 13

Revised: June 2000
Revised: April 2001
Revised: May 2002
Revised: May 2004
Revised: May 2007
Revised: June 2008
Revised: June 2010
Revised: May 2011
Revised: May 2013
Revised: May 2014
Revised: May 2017
Revised: May 2019
Revised: May 2021

**ARTICLE 14
OTHER LEAVES**

14.1 PERSONAL WITH PAY

ESP employees shall be eligible to use up to a maximum of eleven (11) days from the annual accrual of sick leave as personal leave during the fiscal year without loss of pay, pursuant to Article 13.1 Sick Leave. A newly-hired employee that is eligible for sick leave and begins work after the beginning of the work year, will be provided with the pro rata share of their sick leave allotment based on the number of remaining days in that work year.

14.1.1 Eligibility

Regular status and temporary status employees are eligible.

- a. ESP employees may take personal leave with pay in half (.50) hour increments.
- b. ESP employees must inform their immediate supervisor of a personal leave with pay absence(s) and must report the absence(s) into the absence reporting system pursuant to ESP Handbook Article 3.1

14.1.2 Food Service and Transportation Application Procedure - Requests Personal with Pay:

- a. For Food Service, Transportation ESP employees, a personal leave with pay request shall be made to the department's management preferably five (5) days in advance. In all cases, the employee must complete the "Request For Personal Leave" form. The forms may be obtained from the employee's immediate Supervisor. **For all other ESP employees, pre-approval is not required to use personal leave.**
- b. This application must be approved by the department's management (Director of Transportation or the Assistant Director of Food and Nutrition Services) employee's immediate Supervisor, who will forward the approved form to the Department of Human Resources.
- c. The request may be denied when such leave will be a hardship on the District. Refusal of a leave request may be appealed to the Director of Human Resources or their designee.
- d. This leave is not cumulative and is taken in half or full day increments.

14.1.3 INTERVIEWS – ESP will be released from work with pay to interview for in-District positions. Notice from the employee to the supervisor shall be given as soon as is reasonably possible. Supervisors are encouraged to support ESP staff in professional growth and advancement opportunities within District 11.

14.2 PERSONAL WITHOUT PAY

When an employee has exhausted all leave balances as notified by HR/PeopleSoft, an employee may request leave without pay for short periods of absence not to exceed more than five (5) days per fiscal year. A request for this leave shall be in writing and must have the approval of the employee's immediate supervising administrator. The employee's failure to adhere to the required work schedule may result in further disciplinary action.

14.3 EMERGENCY PERSONAL

Employees may apply for emergency leave when absent due to inclement weather or other unusual circumstances beyond their control. A request for this leave is to be made to their immediate Supervising Administrator. If the request is approved, the rate of pay for the employee will be deducted on an hourly basis from the employee's salary. This leave is not to exceed three

(3) days per year. The employee may appeal to the Director of Human Resources Operations in the event that the request is denied by the Supervising Administrator. In unusual circumstances, the employee may be requested by the Supervising Administrator or the Director of Human Resources Operations to provide further information to determine if leave may be granted.

14.4 VACATION

SCHOOL-YEAR EMPLOYEES

School-year employees receive no paid vacation benefits. School-year employees who transfer into a twelve-month position will earn vacation based on years of service credit.

TWELVE-MONTH EMPLOYEES ANNUAL ALLOCATION

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, annual vacation allocations will be granted on July 1 of each year. A full year is calculated by the District fiscal year of July 1 – June 30.

USING VACATION

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 Senior Executive Director of Human Resources, hours above 40 may be carried over and used within 90 days into the next fiscal year, or monetary compensation for hours may be arranged.

VACATION BALANCE UPON RESIGNATION, RETIREMENT or TERMINATION

Upon termination of employment, employees will be paid for unused and accrued vacation time. For standard resignations, terminations, or change in status (from eligible to not eligible for vacation) the calculation to determine payout of vacation time is based upon 260 days. The calculation to determine payout of vacation for retirement is based upon 226 days. A negative balance in the accrued vacation account (providing that the vacation time accrued ratably over the employment year) at the end of the fiscal year or at the time of termination will result in the amount being deducted from the employees next paycheck.

Any monies owed the District upon separation will be deducted from any vacation hours accrued or other pay to the extent permitted by law.

VACATION ACCRUAL RATES

Effective July 1, 2016, vacation is earned for each month of service as indicated in the chart below. It is the responsibility of the Supervising Administrator approving vacation to maintain up-to-date records of vacation used, earned, and balance remaining. Vacation may be used in half (.50) hour increments.

Article 14

Years of Service	Vacation Days per Fiscal Year	Total Hours per Fiscal Year	Allocation Rate per Month
0 – 5 full years	10 days	80.00 hours	6.67 per month
6 – 14 full years	15 days	120.00 hours	10 per month
15 + full years	20 days	160.00 hours	13.34 per month

Employees who reach their anniversary date of hire, and are eligible for the 5 full years of service accrual rate, will begin to receive an additional 5 days per year beginning July 1 following their anniversary date.

Employees who reach their anniversary date of hire, and are eligible for the 14 full years of service accrual rate, will begin to receive an additional 5 days per year beginning July 1 following their anniversary date.

The above chart is based on an eight (8) hour workday. Less than eight (8) hours will be prorated accordingly. Yearly vacation hours are loaded annually on July 1.

14.5 LEGAL/JURY SERVICE

Jury Service – Each employee will be granted leave when called for jury duty. An employee will be excused for one day of jury duty upon presentation of the jury summons and/or Juror Service Certificate. If an employee needs more than one day of jury duty leave, he/she is required to present the juror service certificate upon return to work. ESP employees are not required to “make-up” their shift if they are called for Jury Service. An employee considered “night” personnel as reference in Article 4.3.1, will not be required to work their shift in addition to being called for Jury Service.

ESP shall either receive District pay or Jury Duty pay for jury service. If the employee chooses district pay – Jury/Court Duty (code 050), the employee will turn over any payment received for such service to the Fiscal Services Department, and no deduction will be made. However, if the employee chooses to keep their juror pay, they are required to notify the Human Resources Leave Specialist of their decision to take Leave Without Pay.

The employee must present their Juror Service Certificate to their school/department Administrative/Staff Assistant upon return to work so that it may be attached to their timesheet. In order to be paid appropriately, it is the responsibility of the employee to obtain this certificate on-line at www.courts.state.co.us.

Legal – Each employee will be granted leave when subpoenaed as a witness to report on an event related to District business matters or an event witnessed as a citizen using Jury/Court Duty (code 050). This leave does not apply in cases (whether the employee is a party or a witness) involving a dispute with the District. Leave for a personal matter for which an employee is subpoenaed as a witness will be under the personal leave policy.

14.6 HOLIDAYS

260 Day employees shall be granted at least thirteen (13) holidays with pay per fiscal year, as designated by the Board and the district calendar. School-year employees shall not be paid for holidays (as referenced in Article 4.4.6).

In the event that there are more than 260 workdays in a fiscal year, the extra workday(s) will be given as an additional holiday(s) with pay.

14.7 ESP COUNCIL

Members of the ESP Council and the Meet and Confer Team will be able to attend ESP Council meetings and Meet and Confer sessions without penalty and loss of pay. The President of the ESP Council will keep a record of such meetings.

14.8 FAMILY AND MEDICAL LEAVE ACT

The discussion below is for the ESP Handbook and is not intended to be a complete discussion of the Family and Medical Leave Act ("FMLA"). Please refer to the Board Policy Manual for details on the Administration of the District's FMLA policy (GBGF and GBGF-R). The District provides FMLA leave in accordance with federal law.

An employee is eligible for leave under FMLA when he or she has been employed by the District for at least 12 months and has actually worked a minimum of 1250 hours during the preceding 12 months. FMLA leave will be granted for:

1. Father's attendance at the birth of his child
2. Parents' care of a child after birth
3. Placement of a child with employee for adoption or foster care
4. Serious health condition of employee's child under 18 years or older child, if disabled
5. Serious health condition of employee's spouse or own parent
6. Serious health condition of employee
7. A qualifying exigency, as defined in the U.S. Department of Labor regulations, includes circumstances that arise out of the fact that the spouse, or a son, daughter, or parent of employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. These circumstances are referenced in Board Policy GBGF, and regulation GBGF-R, and can include but are not limited to, military events, child/school care, legal/financial arrangements, post-deployment activities, etc.

Eligible employees will be given up to "12 workweeks" of unpaid leave in any 12-month period when qualified. When an employee works a part-time schedule, the employee's "workweek" is determined on a pro rata or proportional basis to determine whether the employee worked the required 1250 hours within a year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) workweeks of leave per year to care for the service member who incurred a serious injury or illness in the line of duty while on active duty and who was rendered medically unfit to perform duties of office, grade, rank, etc. Leave under this paragraph is available only during a single year. During that year, the employee is entitled to a combined total of 26 workweeks of FMLA leave.

After the maximum leave time expires, employees may request a Leave of Absence. If the employee does not return to work, they will be terminated. Refer to 14.11. Health care coverage will be continued if the employee is currently enrolled in a District health care plan

when the leave request is made. The coverage will continue for the duration of the leave, and the employee will be required to pay the same portion of the premium as if actively employed. The FMLA entitles spouses employed by the same employer to a total of 12 workweeks of leave between them because of the birth of child and child care, adoption, foster care or care for the employee's own parent with a serious health condition.

14.8.1 Family Care Act

To the extent an employee is eligible for FMLA leave and has utilized in the preceding 12-month period fewer than 12 weeks of leave under the FMLA, the employee may be eligible for leave under the Colorado Family Care Act (the "FCA") to care for a person who has a "serious health condition," if that person is the employee's registered domestic partner or their partner in a civil union, as defined by the FCA and other applicable Colorado law. For purposes of confirming an employee's relationship to a person described above, Human Resources may require reasonable documentation from the employee. Documentation may include, for example, written proof of registration of the domestic partnership or a copy of a civil union certificate. For purposes of confirming the serious health condition of an employee's registered domestic partner or partner in a civil union, Human Resources may require medical certification in the same manner as required by the District for leave under the FMLA. Examples:

- (a) An employee, who has utilized 12 weeks of FMLA leave in the preceding 12-month period, is not eligible for FCA leave;
- (b) An employee who has utilized six weeks of FMLA leave in the preceding 12-month period, is eligible for up to six weeks of FCA leave.

14.9 MILITARY

A maximum of fifteen (15) calendar days per year shall be granted without loss of pay to employees who participate in military service. Such leaves shall not be cumulative. The District provides other unpaid military leave in accordance with applicable state and federal law.

14.10 VISITATION

All employees are eligible for pre-approved day(s) of site visitation, within the District. This request is to be submitted to the Principal/Supervising Administrator for pre-approval and normal work time will be reported in TCP. No substitutes will be provided.

14.11 OTHER EXTENDED

Employees with an extended illness or disability may request a leave of absence without pay or District contribution towards insurance after all sick/paid leave provisions have been exhausted. Such leave of absence status shall be for the duration of the illness or disability up to a maximum of one year from the beginning day of the leave. Anytime an employee is on an unpaid leave of absence, the unpaid leave will not count towards district seniority.

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 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.

A physician's certificate of fitness to perform all assigned duties will be required before an employee can return to duty. The Senior Executive Director of Human Resources or designee may request that a second physician examine the individual at District cost and substantiate the person's fitness to perform all assigned duties.

Other extended leaves of absence without pay, not to exceed one year, may be granted for educational reasons only, and verification of education may be requested by the Department of Human Resources. An employee that requests a leave of absence for the purpose of working with another employer while on a leave of absence for the same hours and/or same type of duties that the employee requested the leave of absence for shall be denied. An employee requesting a leave of absence for medical or educational purposes will be required to sign an agreement that they will not work to replace the hours, as specified above, while on an approved leave of absence. Requests for extended leaves of absence without pay must be made in writing to the employee's immediate Supervisor with a copy to the Division Head and forwarded to the Senior Executive Director of Human Resources or designee for final approval.

An employee returning from a Leave of Absence of one year or less shall be returned to the same position at the same site at the time the leave commenced (assuming such a position still exists) unless the employee agrees to waive this right.

An employee working four (4) hours or less is entitled to request a Leave of Absence of one year or less, but will not be guaranteed to return to the same position at the same site at the time the leave commenced.

An employee returning from a Leave of Absence of one year or less, may be returned to an equivalent position, if possible.

14.12 PROFESSIONAL DEVELOPMENT OR TRAINING

Administrators and supervisors are encouraged to support on-going professional development for ESP.

Employees are eligible to attend professional development and work-related trainings. The District offers professional development and training to employees on Professional Development Days, Teacher Work Days, etc.

Employees are eligible to attend professional development and work-related trainings that are provided by organizations outside of the District. These trainings are generally held during regular business hours (student contact days). Absences that require a classified substitute may need an approved funding source through the Supervising Administrator to cover the substitute cost.

Employees are not required to use vacation, personal leave, or sick leave to attend work related training unless the class or training is an educational degree program (as outlined in Tuition Reimbursement Article 15.3 e).

Adopted: September 2003
Revised: June 1994
Revised: June 1996
Revised: June 1997

Article 14

Revised: June 1999
Revised: June 2000
Revised: April 2001
Revised: May 2002
Revised: May 2004
Revised: June 2005
Revised: June 2008
Revised: June 2010
Revised: May 2011
Revised: May 2012
Revised: May 2013
Revised: May 2014
Revised: May 2016
Revised: May 2017
Revised: May 2018
Revised: May 2019
Revised: June 2020
Revised: May 2021
Revised: May 2022
Revised: May 2023

**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 courses which are work-related courses.

15.2 PRACTICE

- Work-related courses or programs taken at colleges and universities, professional conferences, or District in-services, may 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 their 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 certification 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 ESP and full-time regular status ESP who have completed their initial 89 days of employment.

- It is not available to dependents of employees or to employees on an extended leave of absence from the District.
- It is available to employees on an extended leave of absence for educational reason (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 their 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 \$700.00 of tuition for pre-approved courses, except that any employee enrolled in a college degree program will be eligible to be reimbursed up to \$2000.00 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 their 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.

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**ARTICLE 16
RETIREMENT**

16.1 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

In accordance with Colorado state statutes, the employee is required to contribute to the employee portion (currently at 11% of total salary), and the District is required contribute to the employer portion of the PERA rate contribution. Contribution rates are subject to change in accordance with PERA rules and regulations. Benefits at retirement are determined by PERA rules and regulations in effect at the time of retirement. The appropriate forms are available in the Department of Human Resources. Pre-retirement information/counseling is available by calling 1-800-759-7372.

Because of the complexity of the state PERA laws and the frequency with which they are changed, the District refers employees to the current PERA website and customer service contacts as identified above. The current statute takes precedence over any of the provisions of this policy.

16.2 MEDICAL DISABILITY

Employees with medical disabilities severe enough to qualify for early retirement benefits from PERA and/or long-term disability insurance are entitled to all of their sick leave benefits prior to termination of services. They may use all accumulated sick leave plus up to twenty (20) days at half salary in any one school year. These days do not carry forward into the next school year. No additional sick leave will be credited the next school year unless the employee returns to active duty. The last date of employment will be the last day of their sick leave benefits. Employees may waive all or any part of sick leave benefits and request an earlier termination date. It will be the responsibility of the employee to seek the aid of PERA in determining the date which will provide the best protection for the employee.

16.3 PAYMENT FOR UNUSED SICK LEAVE

Effective July 1 of each school year, the 20 most senior ESP employees (based on fifteen years of continuous service with the District only) who give notice to Human Resources on or before the Tuesday following Thanksgiving, no later than 5 p.m. (MST), of each year of the employee's nonbinding intent to retire as of a date no later than June 30 of that year shall receive reimbursement for unused sick leave. The employee must work the full school year to be eligible for the top 20-retiree payout (Except under documented medical conditions). Where multiple ESP begin work on the same date, those ESP shall participate in a drawing to determine position on the seniority list. Human Resources will designate a person to conduct drawings, which shall be conducted openly and at a time and place which will reasonably allow affected ESP to be in attendance.

The employee's intent to retire and the employee's health insurance continuation selection shall be binding for forty-five (45) days after Board approval of their eligibility for the retirement program, except that any such employee shall have seven (7) days thereafter to rescind their election to retire. Following the expiration of this seven-day revocation period, the employee's decision to retire and the employee's health insurance continuation selection shall be binding on the employee. As identified in the "ESP Retirement Incentive Program Notice," an employee may not revoke the application and election to retire after the seven (7) day binding revocation deadline has expired.

The reimbursement shall be computed by multiplying the number of days of unused sick leave at retirement by seventy-five percent (75%) of the per diem wage rate of the retiring employee in effect the date upon which the retirement becomes effective.

A retiring employee who gives timely notice pursuant to the paragraph immediately above and whose retirement is approved by the Board and as one of the twenty (20) most senior ESP employees with fifteen (15) years of continuous service is eligible for twenty-four (24) months of the seventy-five (75%) District contribution towards the same individual or family medical insurance elections (but not vision and dental) in existence at the time of retirement.

The 24-month period shall begin July 1 following the period for which such contribution otherwise would have ended.

The employee will have the option to purchase the District's group health insurance (the same single or family EPO coverage elections as applied prior to retirement) and will assume all additional premium costs beyond that provided for above.

Retiring employees who work a "transition year" may continue to receive insurance benefits (with the exception of Long-Term Disability) in connection with the 12-month transition year employment. The employee will then be eligible for continued health insurance benefits for the remaining twelve (12) months of the twenty-four (24) months of the Retirement Incentive Program benefits. COBRA benefits will only be available if the COBRA benefit period (normally eighteen (18) months) extends beyond the other coverage periods, as COBRA coverage periods run concurrently with other benefits provided after termination of employment, including termination of the transition year, if any. Medicare eligible retirees will receive medical insurance benefits at a reduced rate, assuming enrollment in Medicare Part A and B.

If an employee who has attained at least twenty-five (25) years of full-time regular status service in the District dies, the retirement cap number in effect at the time, as stated in Article 16.3, will be reduced by the number of eligible employees who have died. The payment of their remaining sick leave at 75% of the employee's per diem, not to exceed 60 days, will be paid to their beneficiary as named on the PERA Member Record Form or PERA Member Record Change Form. The per diem wage rate of a twelve (12) month employee (for both payment of sick leave and any vacation) shall be determined by taking the annual base salary and dividing by 226 days.

The payment for unused accrued sick leave shall be made on or before the first work day of February in the year following the date on which the retirement becomes effective.

In the event of extreme hardship which would necessitate an employee's premature retirement without qualification for this sick leave reimbursement, such employee may apply for the above-mentioned sick leave reimbursement through the Executive Director of Human Resources, and such request may be granted or denied in the sole discretion of the District.

The number of employees granted sick leave reimbursement during a fiscal year will be reduced by the number of sick leave reimbursements that have exceeded the maximum number allowed in the previous year.

16.4 RETIREMENT INCENTIVE

An employee who participated in the retirement incentive program in 1988 or before and who subsequently is re-employed by the District must repay the total amount of the retirement pay and payment for unused sick leave.

16.5 DATE OF RETIREMENT

Retirement can occur at the end of any calendar month. Notice of intention to retire shall be made in writing to the Director of Talent Acquisition in the Human Resources Department thirty (30) working days before the anticipated retirement date.

16.6 RETIREMENT DEADLINES

1. Third Tuesday of October - Non-Binding Letter of Intent to Retire Due to Human Resources
2. November 1 – Employees notified of top 40 status
3. Week prior to Thanksgiving Break – Retirement documents provided to employees
4. Tuesday prior to Martin Luther King Jr. holiday – Completed retirement documents submitted to Human Resources
5. Tuesday after Martin Luther King Jr. holiday – Final day to rescind application for retirement
6. Second Wednesday of February – All retirement applications and requests for transition are submitted to the Board of Education for approval
7. March 1 – All applicants are notified of Board of Education decision
8. March 8 – If a transition is denied, a retiree applicant may withdraw without penalty

16.7 DEATH BENEFIT

In the event that the retired employee's death is in the period prior to receipt of the full amount of their sick leave payment, the District shall pay 100% of any remaining amount to the retired employee's estate or designated beneficiary.

16.8 TRANSITION

A transition year is where an employee officially retires from the District and returns to work for the District for one more year the following school year.

The transition employee has no vacation or sick leave. Any time taken off during the transition year is without pay and cannot be made up. The employee's salary for the transition year is reduced by the amount of the employer contribution to PERA on the salary at retirement. The employee is allowed to keep health and life insurance if they are in a position which qualifies for benefits.

ESP Employees who wish to retire and come back and work a transition year need to complete a non-binding letter of retirement and submit it to Human Resources by the second work day after Thanksgiving.

Official documents relating to the retirement/transition process are mailed to the employee by mid January.

The employee completes and turns those documents back into the Director of Compensation by the deadline indicated. As identified in the "ESP Transition Year Program Notice," an employee may not revoke the application and election to retire after the seven (7) day binding revocation deadline has expired.

All managers are asked to review a list of staff who have applied for transition and submit the Recommendation for Non-Approval of Transition form to the Director of Compensation if they do not wish to recommend that the employee work a transition year.

Article 16

A final list of retirements and transition applications is submitted to the Board of Education for their approval in May of each year.

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Revised: May 2013
Revised: May 2014
Revised: May 2018
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**ARTICLE 17
GENERAL PROVISIONS**

17.1 DISTRICT/SCHOOL CLOSINGS DUE TO INCLEMENT WEATHER OR EMERGENCY CLOSURES, 2 HOUR LATE STARTS, EARLY RELEASES

A. District/School Closings

If the District or schools are closed due to inclement weather or emergency closures, employees are not required to report to work. Regular status budgeted employees will receive compensation for all scheduled hours missed due to a district or school closure. Compensation is their hourly rate of pay for the hours the employee was scheduled to work. Essential Employees such as Operations employees and Facilities employees may be required to report to work by their Supervising Administrator. An employee who is approved to work by their Supervising Administrator shall be paid for the actual hours worked at straight time and for the regularly scheduled hours when the schools or the District is closed. (Paid District closure hours will be considered hours worked for purposes of overtime calculation as referenced in Article 4.4.1). In the event that working these hours causes the employee to work more than forty (40) hours in that week, the employee shall be paid time and one-half for the actual hours worked and paid for the day when the schools or District are closed. An employee on an approved leave of absence with Human Resources of more than five (5) consecutive days will be charged for the designated absences and will not receive an inclement weather day.

B. Late Starts

In the event of a two-hour late start for the District/schools, all employees are expected to plan accordingly and use their best judgment to arrive safely within the two-hour late start window and as close to their regularly scheduled worktime as possible. Transportation employees will be directed as to when to report to work by the Director of Transportation or their designee. Employees are not required to use paid leave such as sick leave, personal leave, or vacation leave for time missed during a two-hour late start window.

In the event an employee is unable to arrive until after the two-hour late start, the employee may use paid leave such as sick leave, personal leave, and/or vacation leave for any time missed after the two-hour late start window.

If paid leave is not available, the employee may apply for emergency leave pursuant in Article 14.3.

If the District/schools are open and an employee is not able to report to work, the employee may use paid leave such as sick leave, personal leave, and/or vacation leave to account for the day's absence. If paid leave is not available, the employee may apply for emergency leave pursuant to Article 14.3.

Furthermore, employees who are unable to arrive in a timely manner will not be subject to disciplinary action.

C. Early Releases and Closures

In the event that the District/school closes after the employee's regularly scheduled worktime, the employee shall be excused for the remainder of their scheduled day. If designated as an Essential Employee, they may be required to stay at work for a specific amount of time or task by their Supervising Administrator. Employees will receive compensation for all regularly scheduled hours in the event of an early release or closure.

17.2 SUBSTANCE ABUSE

Employees shall not use alcohol or any controlled substance* during their working hours. Further, employees shall not report to work with any indication of the use of alcohol or controlled substances unless such substances are prescribed by a physician.

When a Supervisor determines that an employee is in violation of the substance abuse policy, as stated in the above paragraph, the employee shall be suspended from assigned duties until further notice. The Executive Director of Human Resources or designee shall meet with the Supervisor and the employee on the following work day regarding the violation. The Supervisor shall furnish a written summary of the incident. The Executive Director of Human Resources or designee shall review the incident, and, in conjunction with the Supervisor, determine appropriate action.

Employees must comply with the District's Drug-Free Workplace policy located in the Board Policy Manual (Policy GBEC).

**Controlled substance is defined in C.R.S. § 18-18-102(5) and 21 U.S.C. § 802(6).

17.3 PERSONNEL FILE

An employee may review their personnel file maintained by the District subject to the provisions and restrictions of the Colorado Open Records Act. An employee shall have the right to make a written response to any material in their file. An employee may copy any item in their personnel file at the employee's expense.

17.4 MILEAGE ALLOWANCE

Employees shall be reimbursed at the rate established by the Board when a privately owned automobile is required to be used in the performance of official duty. Such mileage shall exclude work to home and home to work. Requests for reimbursement must be approved by the appropriate Supervisor and/or department head, assigned a budget account number and submitted to the Fiscal Services Department for processing. Requests shall be forwarded for any one individual no more than once per month .

17.5 CURRENT SCHEDULES

A schedule of job title classifications, a non-instructional employees' calendar, and a copy of the current salary schedule is available upon request in the Department of Human Resources.

17.6 PROFESSIONAL LEARNING COMMUNITY (PLC) AT SCHOOLS

A Professional Learning Community (PLC) is a collaborative inquiry process focused on identifying and responding to the specific learning needs of all students across sites, settings, and disciplines. To ensure successful PLC's,

- Initial and ongoing training opportunities will be provided
- PLC site support will be made available as needed or as requested
- Time will be identified specifically and solely for PLC.

The following guidelines are provided for the implementation of professional learning communities at all D-11 Schools:

1. Instructional ESP employees are encouraged to participate and collaborate in the PLC meetings. An instructional ESP employee who attends the PLC meetings must identify the additional time on their timesheet pursuant to Article 4.4.5. Each school/site is required to maintain attendance for each ESP employee's participation in PLC.
2. Collaboration should be the dominant theme in PLC meetings.

17.6.1 PLC time is to be used for the following (but is not inclusive):

Reviewing data; curriculum and general planning with staff; vertical and horizontal collaboration; looking at student work; grouping students for interventions; SIP discussion and planning; RTI/PBS; develop new programs, strategies, and activities; staff development; collaborating on school themes and events; discussing behavioral needs of students; goal team meetings; book studies.

17.6.2 PLC time is not an additional, individual planning time or to be treated as another staff meeting.

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