

Collective Bargaining Agreement



SEPTEMBER 1, 2019 – AUGUST 31, 2025

(Language from 2020, 2021, 2022, 2023, and 2024 is incorporated in this agreement)

Collective Bargaining Agreement

Between



JEFFCO PUBLIC SCHOOLS

And



Board of Education

Mary Parker, President
Paula Reed, 1st Vice President
Erin Kenworthy, 2nd Vice President
Danielle Varda, Treasurer
Michelle Applegate, Secretary

Superintendent of Schools

Tracy Dorland

Negotiations Team

Matt Palaoro, Chief Student Success
Jeff Gatlin, Chief Operations
Steve Landrigan, Executive Director Employee Relations
Jeff Pierson, Executive Director Security and Safety Management
Brandon Rood, Manager Emergency Services
Katie Jeter, Director Food and Nutrition
Mark Strelow, Director Custodial Services
Jessica Goodkin, Director Special Education
Holly Sexton, Principal Campbell Early Learning Center
Dr. Tonia Lopez, Director Professional Learning
Terry Slemmons, Executive Director Transportation

JESPA Executive Board

Zander Kaschub, President
Ny Cahill, JCAP
Ricky Martinez, JCSSA
Anthony Trujillo, JCSSA
Jon Duran, JCMA
Jeff Miller, JCMA
Trevor Byrne, JCTA
Lori Byrne, JCTA
Melanie McClain, JCSFSA
Andrea Cisneros, JCSFSA
Sarah Smith, JCPK
Tonya Toller, JCPK
Ed Morgan, JCSA
Corrine Carpenter, JCSA
Tina Steinbach, JCAEOP

Executive Director

Vicki Flores

Negotiations Team

Zander Kaschub
Trevor Bryne
Darcy Hassler
Sarah Smith
Tiffany Baestrom
Robert Elrod
Nikki Wilson
Vicki Flores

Contents

Preamble	5
Article 1 - Definitions	6
Article 2 – Organizational Rights	7
2-1 Association Rights	7
2-2 Retained Management Rights	10
Article 3 – Agreement Authority and Bargaining Amendments	13
3-1 Authority and Interpretation	13
3-2 Conducting Negotiations	14
3-3 Adopting Agreements	15
3-4 Impasse Resolution	15
3-5 Conducting Mediation	15
3-6 Conducting Fact Finding	16
3-7 Maintenance of Status Quo	16
Article 4 – Work Assignments	16
4-1 Position Advertising	16
4-2 Changes in Work Location	17
4-3 Application Process	17
4-4 Selection Process	17
4-5 Probationary Period	18
4-6 Duties Assigned	18
4-7 Maintaining Qualifications	19
4-8 Pilot Program Assignments	19
4-9 Multiple Jobs	19
Article 5 - Attendance	19
5-1 General Expectations	19
5-2 Fitness for Duty	20
5-3 Paid Rest Breaks and Unpaid Meal Breaks	20
5-4 Holidays	20
5-5 Compensatory Time	21
5-6 Paraprofessional Work Schedules and Hour Changes	21
Article 6 – Compensation	21
6-1 Placement, Annual Advancement, and Longevity Pay	21

6-2	Reclassification	22
6-3	Premium Pay.....	22
6-4	Overtime	23
6-5	Compensatory Time Pay Out.....	23
6-6	Call-in Pay.....	23
6-7	Mileage	23
6-8	Higher Classification Pay.....	23
6-9	Pay During Canceled Workdays.....	23
6-10	Aid and Restitution	23
6-11	Tool Replacement.....	24
6-12	Uniforms and Protective Clothing	24
Article 7	- Benefits.....	24
7-6	Short-Term Disability Insurance (STD).....	25
7-7	Long-Term Disability Insurance (LTD)	25
Article 8	- Leaves	25
8-1	Statutory Leaves	25
8-2	Paid Sick Leave (excludes paraprofessionals and health technicians).....	26
8-4	Disability Leave	26
8-5	Paid Sick leave At Termination	27
8-6	Paid Personal Leave (excludes paraprofessionals and health technicians).....	27
8-7	Paid Vacation	27
8-8	Paid Leave (Paraprofessionals and Health Technicians).....	27
8-9	Bereavement Leave	28
8-10	Judicial Leave	28
8-11	Parental Leave and Childcare Leave	28
8-12	Unpaid Leave	28
8-13	Weather and Emergency Late Start Days	28
8-14	Americans With Disabilities Act (ADA) Leave	29
8-15	Workplace Accident or Illness Leave	29
8-16	Emergency Sick Leave Bank.....	29
8-17	Public Health Emergency Leave.....	29
Article 9	- Evaluations	30
Article 10	-Corrective Action.....	30

10-1 Due Process and Just Cause.....	30
10-2 Performance Management.....	31
10-3 Employee Misconduct	32
10-4 General	32
Article 11 – Reductions in Force	33
Article 12 - Grievances	33
12-2 Procedure	33
12-3 General	35
Article 13 - Transportation.....	35
13-2 Route Changes	35
13-4 Transportation Employee/Administrator Liaison Committee:	36
13-6 Special Trips	36
Article 14 – Professional Development.....	37
Article 15 - Preschool.....	37
15-2 Classroom Supports	37
15-3 Communication and Collaboration.....	38
15-4 Professional Development.....	38
15-5 New Preschool Employee Wage Placement	38
Article 16 – Food Service.....	38
16-1 Professional Development.....	38
16-4 Food & Nutrition Services Managers.....	39
Appendices.....	41
Appendix A - Leave Accrual Table	41
Appendix B – Sick and Personal Payouts	42
Appendix C - Paid Holiday Table	43
Appendix D - Sick Leave Bank	44

Preamble

THIS AGREEMENT is made and entered into by and between JEFFERSON COUNTY SCHOOL DISTRICT in the STATE of COLORADO and the JEFFCO EDUCATION SUPPORT PROFESSIONALS ASSOCIATION of JEFFERSON COUNTY SCHOOL DISTRICT this 1st day of September 2019.

The success of an exceptional educational organization and the students it serves depends upon qualified staff dedicated to high standards, professional development, teamwork, and exemplary performance. Jeffco Public Schools and the JESPA commit to valuing employees, promoting positive morale, and demonstrating teamwork, integrity, fairness, and trust. The parties honor diversity, respect and civility among students, parents, citizens, and staff. Therefore, the parties will not discriminate against any person because of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.

The partnership between Jeffco Public Schools and the JESPA fosters open communication, consensus-building, consistency, ambition, creativity, and active involvement between administration and staff. We believe the best decisions are made in an environment that includes mutual trust, respect, understanding, cooperation, and support.

The purpose of this Agreement is to set forth the wages, hours, terms, and conditions of employment for the Education Support Professionals of Jeffco Public Schools. Additionally, this Agreement defines the mutually agreed upon rights and duties of the parties and provides a structure of resolving conflicts at the lowest level.

Article 1 - Definitions

1 Definitions

1-1 "Board" refers to the Jefferson County School District Board of Education.

1-2 "Budget Year" means July 1 to June 30 of the following year.

1-3 "Confidential employees" refers to someone who assists and acts in a confidential capacity to manage personnel and has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.

1-4 "Continuous service period" means the uninterrupted period of employment commencing on the first day of compensable work for the District. Approved paid and unpaid leaves of absence shall not be considered an interruption.

1-5 "Day" shall mean a calendar day unless otherwise specified.

1-6 "Demotion" occurs when an employee is moved to a job in a lower salary grade, a change in job title, and a decrease in level of responsibility.

1-7 "Employee" includes all non-exempt, employees of the District working in the following departments or job classifications:

Facilities Management
Materials Management
Information Systems
Transportation
Risk Management
Food and Nutrition Service
School Safety

Paraprofessionals
Office Professionals
Health Technicians
Instructional Tutors/Interpreters
Locker Room Aides
Special Education
Preschool

Excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees and temporary employees. Other classifications considered employees shall include mutually agreed upon classifications by the District and Association as outlined in Article 3-1-5.

1-8 "Family member" includes: immediate family member, which is defined as a person who is related to the employee by blood, marriage, civil union, or adoption, grandparents, father, father-in-law, mother, mother-in-law, spouse, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandchildren, relatives living in the immediate household of the employee, domestic, civil union partners, and significant others; 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, a person for whom the employee is responsible for providing or arranging health or safety-related care, a person residing in the employee's household, a person whose close association with the employee is the equivalent of a family relationship and other persons mutually agreed upon by HR Leaves and the employee.

1-9 "Good faith bargaining" refers to the duty of the parties to meet and negotiate at reasonable times with willingness to reach Agreement on matters within the scope of representation.

1-10 "Grievance" means a complaint by an Article 1-7 employee, or a complaint by the JESPA, alleging a violation, misinterpretation, or inequitable application of a provision of this Agreement.

1-11 "Hourly" refers to education support professionals whose workweek is determined by the school or department.

1-12 "Impasse" refers to a potential outcome of negotiations where a party declares that negotiations have become deadlocked and Agreement is unable to be reached.

- 1-13 “Involuntary transfer” occurs when management administratively directs the movement of an employee from one assignment to another assignment to fill a vacancy of an equivalent position.
- 1-14 The “JESPA” or “Association” refers to the Jeffco Education Support Professionals Association.
- 1-15 “Overtime” refers to hours worked in excess of forty (40) hours in a scheduled workweek.
- 1-16 “Probationary employee” refers to a newly hired employee who has not yet completed their probationary employment period.
- 1-17 “Promotion” means the upward advancement of an employee in the District. This includes a new job title, higher hourly pay rate, and an increase in responsibilities.
- 1-18 “Reduction in force” means the elimination of any JESPA represented job in a school or department, excluding paraprofessionals and health technicians.
- 1-19 “Release time” is time off granted to employees from their ordinary work to participate in association activities. This time will be considered time worked for purposes of calculating sick leave.
- 1-20 “School District” or “District” refers to Jefferson County School District.
- 1-21 “Seniority” is measured by the continuous service period defined in Article 1-4.
- 1-22 “Temporary employees” are those assigned to a seasonal, variable, or non-routine schedule, or to a short-term time bound job not to exceed sixty (60) working days.
- 1-23 “Voluntary transfer” occurs when an employee applies and management consents to the administrative movement of an employee from one assignment to another assignment to fill a vacancy of an equivalent position.
- 1-24 “Workday” shall mean the regularly scheduled workday according to the District’s days worked calendar for year-round employees.
- 1-25 “Workweek” shall begin at 12:01 a.m. Sunday and continue through 12:00 midnight the following Saturday.
- 1-26 “Work year” refers to the period of time an employee is scheduled to work during a school or budget year. Work year is commonly divided between those education support professionals that are scheduled to work a 12-month work year and those scheduled to work less than a 12-month work year, i.e., a school year calendar.
- 1-27 “Public health emergency” means (A) an act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly infectious agent, for which (1) an emergency is declared by a federal, state, or local public health agency, or (2) a disaster emergency is declared by the Governor; or (B) a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the Governor. A public health emergency is “declared” by any initial, amended, extended, restated, or prolonged declaration of an emergency that meets this definition.

Article 2 – Organizational Rights

2 Organizational Rights

2-1 Association Rights

- 2-1-1 The Board recognizes the JESPA as the sole and exclusive bargaining agent for the Education Support Professionals employed by the district as identified in Article 1-7. The District must provide an electronic list monthly of all bargaining unit members including name, employee ID, worksite, department, job title, grade, step, hourly and annual wage, daily number of hours and FTE, opt-in home address, district email, plan days, “Salary plan,” compensation frequency, and job code.

2-1-2 Dues Deductions

- 2-1-2-1 The District agrees to deduct from the paychecks of Association members, dues for the JESPA as employees have individually and voluntarily authorized in writing via the JESPA membership form, and to transmit the monies to the JESPA or its designated agent.
- 2-1-2-2 The JESPA will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues, and will update that list monthly as needed. Each month the District shall transmit such withheld dues and provide to JESPA a confirming list of employees and, dues amount deducted for each member. The District will respond promptly to any inquiries from the Association about data in the monthly dues deduction report. The District must begin, end, or modify dues deduction exclusively upon notification from the Association and pursuant to the terms of the membership and payment authorization agreements between the Association and its members. In return, JESPA will indemnify the district with regard to any claims brought against the district for its compliance with such notification.
- 2-1-2-3 The JESPA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.
- 2-1-2-4 Dues deductions will be made in installments each month for which the *JESPA Membership Form* is in effect. The District will not be required to honor any authorizations that are delivered after the close of the monthly payroll cycle (15th day of each month).

2-1-3 Association Release Time

- 2-1-3-1 The District shall grant the JESPA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting. The JESPA will schedule its regular Executive Board meetings at times, which will cause minimal workforce disruption.
- 2-1-3-2 Upon application to the office of Employee Relations, the District will grant up to four (4) hours per week to individuals identified by the JESPA for the purpose of grievance investigation and/or disciplinary representation, upon mutual agreement. The District will offer alternate reviewers of these requests in the event the standard approver is involved in the grievance or discipline.
- 2-1-3-3 Upon application to the office of Employee Relations, the District may grant additional release time to individuals identified by the JESPA for the purpose of association business.
- 2-1-3-4 The JESPA shall give the office of Employee Relations a minimum of five (5) days advance notice of its need for association release time.
- 2-1-3-5 The JESPA will reimburse the District for any release time identified in this article.

2-1-4 JESPA President

- 2-1-4-1 The District shall release the president of the JESPA from the president's regular assignment during their term of office. The president will be paid a full-time, year-round salary based upon the employee's last hourly rate unless another schedule or rate is mutually agreed to by the District and the JESPA.
- 2-1-4-2 The president's annual salary shall adjust in accordance with any negotiated compensation changes unless another arrangement is mutually agreed to by the District and the JESPA.
- 2-1-4-3 The JESPA shall reimburse the District for the president's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District.
- 2-1-4-4 The JESPA shall be responsible for monitoring the president's work, performance, and attendance. Consequently, the president will not be required to report time off to the District.

2-1-4-5 All District leave banks will be frozen at the time of release and shall be restored once and if the president resumes a District assignment.

2-1-4-6 The District will hold the released president's position for two (2) years. After two (2) years, the District will collaborate with the JESPA to find a mutually agreeable position at the end of the JESPA President's term.

2-1-4-7 Any vacation time accrued prior to the president's term will be retained and restored upon the end of their term.

2-1-5 Building and Department Representation

2-1-5-1 The JESPA shall have the right to at least one representative at each worksite. The JESPA shall designate its representative and any alternates in writing and shall provide the Employee Relations office with a master list by February 1 of each year during the term of this Agreement.

2-1-5-2 The representative shall have the right to schedule association meetings before or after working hours, where such meetings do not interfere with the normal duties of employees.

2-1-5-3 The President of JESPA, designated JESPA staff and JESPA representatives have the right to visit schools/worksites. All visits will be coordinated with the principal/site administrator or their designee in advance, and all visits will be conducted in a manner that does not disrupt the educational or work process.

2-1-5-4 The District and the JESPA agree that it is important for employees to understand the terms of their employment as provided in this Agreement. Therefore, the JESPA will be provided an opportunity to present at department or group staff meetings or trainings to inform staff of relevant Agreement terms. The JESPA must have at least fifteen (15) minutes to present.

2-1-5-4-1-1 The District must include a JESPA-produced orientation video to the District's online orientation. The District will include JESPA in future orientation planning sessions.

2-1-5-5 No employee shall be singled out or discriminated against because of their involvement with the JESPA. Indeed, this provision is subject to the grievance procedure.

2-1-6 Use of District Facilities and Communication Services

2-1-6-1 The JESPA shall have the right to use District facilities for association meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The JESPA will have the right to place meeting notices in the Messenger at no charge.

2-1-6-2 The JESPA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes.

2-1-6-3 The JESPA shall have the right to deliver its materials through the school delivery service. The JESPA shall deliver bulk mailings to the central mailroom and sort the mail for delivery to each school and job site. In cases where volume may cause a delay in delivery, the District will notify the JESPA and a mutually agreed upon delivery date will be established.

2-1-6-4 The JESPA shall have the right to access electronic media to communicate with their membership. The District will not have to create additional e-mail addresses; the JESPA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.

2-1-6-5 As a courtesy, copies of department, school, or District wide materials shall be provided to the Communications office before distribution.

2-1-6-6 The JESPA shall have the right to review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file they wish to inspect.

2-1-7 Meet and Confer

2-1-7-1 District Policies and Regulations are maintained on-line and accessible to the JESPA. The District will provide copies of any proposed changes to Policies and/or Regulations to the JESPA when they are presented to Cabinet for a fifteen (15) day study.

2-1-7-2 The District agrees to meet and discuss with the Association any proposed changes in education support staffing ratios.

2-1-7-3 When the closing of an existing school, opening of a new school, or the creation of a Charter school could result in the termination, reduction of salary status, or relocation of central or school-based employee, the JESPA and the District will develop mutually-acceptable procedures for dealing with such termination, reduction of salary status or relocation.

2-1-7-4 The District agrees to meet and discuss with the JESPA any proposed changes to department policies or handbooks to ensure compliance with this Agreement.

2-1-7-5 Any other provisions of this Agreement notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any controversy related to this Agreement or the performance of any part of this Agreement.

2-2 Retained Management Rights

2-2-1 This Agreement shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its functions or operations, or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

2-2-2 The authority of the District to hire, transfer, promote, assign or retain employees; to suspend, demote or discharge employees or take other disciplinary action for cause; to terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine job descriptions and classifications, and/or to determine practices and standards for hiring and promoting shall not be, and is not in any manner, impaired by or through the execution and performance of this Agreement.

2-2-2-1 Nothing contained in Article 2-1-1 shall be construed to limit the discretion of the District to confer with employees in the process of developing policies or procedures.

2-2-3 Waivers

2-2-3-1 Pilot Programs

2-2-3-1-1 The District reserves the right to establish pilot programs for the purpose of experimenting with models that may better support student achievement or operational functions.

2-2-3-1-2 The District must notify the JESPA of any proposed pilot program in writing. The notice must include the reason for the pilot program, describe how success of the pilot program will be measured, and list any Agreement articles that will be impacted.

2-2-3-1-3 Pilot programs may not last longer than two (2) years. Any pilot program employment assignments will be administered in compliance with Article 4-8.

2-2-3-2 Innovation Waivers

2-2-3-2-1 Innovation Planning

- 2-2-3-2-1-1 The District and the JESPA agree to comply with the terms and conditions set forth in the Innovation Schools Act, C.R.S. § 22-32.5-101 et. seq, any time a school or group of schools is to be considered for innovation status. The District will notify the JESPA that a school or group of schools is being considered for innovation status no later than the same time that staff members in the affected schools are notified.
- 2-2-3-2-1-2 The District and the JESPA will create an innovation school or zone plan implementation checklist and will collaborate annually by July 1 of each year, including clear reference to any changes from the prior year implementation checklist. This checklist will include procedures for ballots and voting, eligibility lists, and job posting in innovation schools.
- 2-2-3-2-1-3 Candidates interviewing for positions with an innovation school will be provided notice of the school's innovation status, and provided a copy of the innovation plan.
- 2-2-3-2-1-4 A person who is a member of the collective bargaining unit and is employed by an innovation school or by a school included in an innovation school zone may request a transfer to another public school of the district of innovation. The local school board, through the Human Resources Department shall make every reasonable effort to accommodate the person's request for a transfer into JESPA-covered position. If the requestor has already successfully completed their probationary period and their request for a transfer can be accommodated, the requestor shall maintain non-probationary status in the new position.
- 2-2-3-2-1-5 Three years after the school board approves an innovation plan or a plan for creating an innovation school zone, and every three years thereafter, the school board shall review the level of performance of the innovation school and each public school included in the innovation school zone and determine whether the innovation school or innovation school zone is achieving or making adequate progress toward achieving the academic performance results identified in the school's or zone's innovation plan. The school board, in collaboration with the innovation school or the innovation school zone, may revise the innovation plan, including but not limited to revising the identification of provisions of the collective bargaining agreement that need to be waived to implement the innovations, as necessary to improve or continue to improve academic performance at the innovation school or innovation school zone. Any revisions to the innovation plan shall require the consent of a majority of the teachers and a majority of the administrators employed at the school and a majority of the school advisory council for each affected school.
- 2-2-3-2-1-6 The District will provide written notification to the JESPA no less than 14 days prior to any public scheduled innovation plan update or renewal discussions with the Board of Education.

2-2-3-2-2 Waiver of Provisions

- 2-2-3-2-2-1 The District has been designated as a District of Innovation by the Colorado Department of Education. In accordance with state law, innovation schools and each innovation school zone may waive any provision of this Agreement as identified in the innovation plan in order to implement its identified innovations.
- 2-2-3-2-2-2 Bargaining unit members who are eligible to vote within the meaning of this Article are those who are regularly employed at the school for any portion of their work week. Those who are employed by a central department or program and assigned to the school are not eligible to vote.

2-2-3-2-2-3 For an innovation school, waiver of one or more of the provisions of this Agreement shall be based on obtaining the approval, by means of a secret ballot vote, of at least sixty percent of the members of the collective bargaining unit who are employed at the innovation school. The building representative, or in absence of a building representative a member of JESPA leadership, will participate in counting the waiver ballots with building administration.

2-2-3-2-2-4 For an innovation school zone, waiver of one or more of the provisions of this agreement shall be based on obtaining, at each school included in the innovation school zone, the approval of at least sixty percent of the embers of the collective bargaining unit who are employed at the school. The innovation school zone shall seek to obtain approval of the waivers through a secret ballot vote of the members of the collective bargaining unit at each school included in the innovation school zone. The school board may choose to revise the plan for creating an innovation school zone to remove from the zone any school in which at least sixty percent of the members of the collective bargaining unit employed at the school do not vote to waive the identified provisions of the collective bargaining agreement. The building representative, or in absence of a building representative a member of JESPA leadership, will participate in counting the waiver ballots with building administration.

2-2-3-2-2-5 The District will provide written notification of a scheduled vote regarding waivers of this Agreement for a school or zone innovation plan to the JESPA no less than 14 days prior to the vote of eligible bargaining unit members. With this notice, the District will provide a written copy of the proposed innovation plan to the JESPA and each potentially impacted educator. The ballot will be provided to the JESPA no less than 14 days prior to the school or zone innovation plan vote together with an eligibility list of all bargaining unit members.

2-2-3-2-2-6 The District will create an opportunity to discuss the proposed innovation plan waivers to this Agreement with the potentially impacted staff, school leadership, and JESPA leadership between notification period and the vote.

2-2-3-2-2-7 The voting period shall extend at least two (2) workdays to allow bargaining unit members to cast ballots. Provisions will be made for eligible staff who are out of the building during the voting period to cast a ballot. Private voting environments will be created in order to facilitate a clear, fair, secure and secret voting opportunity. School staff will have an opportunity to provide input to the voting conditions prior to any waiver vote.

2-2-3-2-2-8 Waiver of identified provisions of this Agreement for an innovation school or the schools within an innovation school zone shall continue so long as the innovation school remains an innovation school or part of the innovation zone. Such a waiver shall continue to apply to any substantially similar provisions that is included in subsequently new or renewed agreements between the District and the JESPA.

2-2-3-2-3 Opening and Closing of Schools

2-2-3-2-3-1 The District and JESPA agree that any staffing changes or changes to working conditions, necessitated by any of the following, will be discussed with the JESPA: the opening of schools, the closing of schools, conversion of an existing school to an innovation school, opening a new school as an innovation school, the movement of educators when a grade level or other group of students is moved from one school or facility to another, and school boundary changes. If appropriate, a Memorandum of Understanding may be created to document changes related to any of the above actions.

2-2-4 Reduction in Force (RIF)

2-2-4-1 The District maintains the right to execute RIFs.

2-2-4-2 Procedures for determining which staff shall be reduced as a result of a RIF are outlined in Article 11.

2-2-5 Outsourcing

2-2-5-1 If the District ever considers outsourcing professional services to fulfill the work previously or currently performed by employees, the District will give the JESPA advanced notice. The District will meet with the JESPA to explain the reason for the consideration and allow the JESPA to propose alternatives to outsourcing before the contract is finalized. For purpose of this Article, advanced notice shall mean at least 30 days prior to the issuance of a Request for Proposal (RFP).

2-2-5-2 In the case that the District proceeds to issue a RFP, the JESPA shall be issued a copy.

2-2-5-3 Outsourcing does not include time-limited contracts for professional services that the school District enters into due to an inability to find qualified candidates, the renewal of existing contracts, or for services related to an emergency or serious unforeseen circumstances.

2-2-5-4 In contracting for professional services, the district will make every effort to work with organizations who have demonstrated fair and equitable treatment of their employees.

2-2-6 Collaborative Working Group

The District and JESPA will maintain a central-level Collaborative Working Group (“CWG”), which will meet monthly to focus on (1) communication, (2) addressing mutual issues, (3) identifying opportunities for joint problem-solving, and (4) generally improving the workplace.

At a minimum, the CWG will be comprised of the Chief Human Resources Officer, relevant decision-makers/department heads, an appropriate member of the Employee Relations Department, the JESPA President or their designee, and anyone else appointed by the JESPA President.

To encourage frank and open discussion, the CWG will have no authority to change, delete, or modify any of the terms of this Agreement or settle grievances arising under this Agreement. CWG meetings and discussions will not be publicized except for those recommendations that have been mutually agreed upon.

The CWG may use outside resources and services, such as the Federal Mediation and Conciliation Services, to develop initial structure and process.

Article 3 – Agreement Authority and Bargaining Amendments

3 Agreement Authority and Bargaining Amendments

3-1 Authority and Interpretation

3-1-1 The term of this Agreement shall commence September 1, 2019, and shall expire at midnight on August 31, 2025, unless extended through the negotiations process outline in Article 3-2. During this term, the District and the JEPSA will carry out the commitments contained herein and give them full force and effect.

3-1-2 In case of any direct conflict between the express provisions of this Agreement and any Board or Department policy currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

3-1-3 In any matter not explicitly covered by this Agreement, Board or Department policy shall control.

3-1-4 This Agreement shall be interpreted to comply with the Constitution and laws of the United States and the State of Colorado. If any provision of this Agreement or any application of this Agreement to any employee

is found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

3-1-5 No additions, waivers, deletions, modifications, changes or amendments to this Agreement shall be made during its life, except by mutual consent. Consent must be reduced to writing and signed by the approving parties; the Superintendent or their designee and the JESPA Executive Director or their designee.

3-2 Conducting Negotiations

3-2-1 All provisions of this Agreement pertaining to compensation and benefits will be subject to negotiations each year of the Agreement including, but not limited to, salary advances, cost of living allowances, employee health and welfare benefits, the District contribution towards those benefits, additional performance pay, additional coverage pay, outdoor lab pay, reclassifications, and sick leave payout.

3-2-2 The Board, through its designated representatives, shall meet with representatives of the JESPA and shall negotiate for the purpose of modifying this Agreement. In addition to compensation and benefits, each party to this Agreement shall have the option to submit two (2) items of their choice for negotiation, issues for mutual Agreement, and taskforce initiatives in 2020, 2021, 2022, 2023, and 2024.

3-2-3 Each negotiation team will not exceed ten (10) representatives excluding alternates.

3-2-4 Negotiations Timeline

3-2-5 Negotiation dates will be scheduled by September 15th of each year.

3-2-5-1 Proposals for negotiations will be communicated between the parties no later than two (2) weeks prior to the first scheduled negotiations session, except as set forth in Article 3-2-4-5 below.

3-2-5-2 Negotiations will be conducted at mutually agreed to times and places provided that the first meeting shall be held no later than March 1st of each year. The parties may extend the date of the first meeting by mutual consent.

3-2-5-3 The parties shall attempt to reach Agreement annually by May 31st. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.

3-2-5-4 Written requests for negotiation of a successor Agreement may be submitted by either party to the other through their respective representatives. Written requests shall be submitted no later than September 15, 2024. Such requests will specify the subject matter to be considered and will include any subject or matter which either party deems important to the welfare of the education support professionals and/or the District. A written acknowledgment of the request will be made within ten (10) workdays of the receipt of the request. The District and the JESPA, through their designated representatives, shall meet and negotiate for the purpose of reaching Agreement.

3-2-6 Each year, the Board and the JESPA, through their representatives, shall jointly develop written procedures for negotiations in advanced of the first negotiations session.

3-2-7 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange interests, and present solutions. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

3-2-8 It is understood that any Agreement is tentative until agreement is reached on all items in negotiations.

3-2-9 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3-3 Adopting Agreements

- 3-3-1 Once a tentative Agreement has been reached on all items in negotiations, the Agreement will be reduced to writing and presented by the JESPA to its membership for ratification within thirty (30) days after the tentative Agreement is signed by a representative of each team. The JESPA shall have ten (10) working days from the date that the tentative Agreement was presented to its membership for ratification to advise the District in writing of the acceptance or non-acceptance of the tentative Agreement. Absence of a written reply within the allotted time shall constitute ratification.
- 3-3-2 Within thirty (30) workdays following ratification by the JESPA, the tentative Agreement shall be presented to the Board. The Board may vote to accept or reject the ratified tentative Agreement. If approved by a vote of the Board, the tentative Agreement shall become executed and any modifications to the master Agreement shall be made by September 1 of that year.

3-4 Impasse Resolution

- 3-4-1 Either party may declare impasse if no progress is being made on the items to be negotiated. Any issues still in dispute at the time of impasse will be submitted to mediation for the purpose of inducing the District and the JESPA, through their representatives, to reach a voluntary Agreement.
- 3-4-2 The parties shall select a mediator from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a mediator, the mediator shall be selected in the following manner:
 - 3-4-2-1 As agreed upon before negotiations begin, or immediately after demand for or submission to mediation, the American Arbitration Association or the Judicial Arbitrators Group shall be requested to submit simultaneously to each party an identical list of five (5) persons experienced in mediation of educational matters. Within five (5) workdays of receipt of the list, each party shall strike any names to which it objects, numbering the remaining names in order of its preference, and exchange the list with the other party. If a party does not exchange the list within the time specified, all persons named therein shall be deemed acceptable to that party.
 - 3-4-2-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the parties shall select a mediator.
 - 3-4-2-3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association or Judicial Arbitrator Group shall appoint a mediator from its other members without submitting additional lists.

3-5 Conducting Mediation

- 3-5-1 The mediator will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law.
- 3-5-2 The mediator will meet with the District and the JESPA, through their representatives, either separately or together, to mediate the disputes.
- 3-5-3 To the extent that a Tentative Agreement is reached as a result of mediation, the procedures provided in Article 3-3 will follow. If mediation fails in whole or in part, the process shall move to fact finding.
- 3-5-4 The costs of mediator services, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the JESPA.

3-6 Conducting Fact Finding

- 3-6-1 The parties shall select a fact finder from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a fact finder, the fact finder shall be selected in the same manner as set forth in Article 3-4-2.
- 3-6-2 The fact-finder will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law. The fact-finder will produce a report containing the findings of fact and recommendations within twenty (20) workdays of the final meeting. Findings of fact and recommendations are non-binding on the Board of Education.
- 3-6-3 Within five (5) workdays after receiving the fact-finding report, the parties will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting.
- 3-6-4 The respective parties shall take official action on the report of the fact-finder no later than thirty (30) workdays after the meeting described in Article 4-5-3.
- 3-6-5 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the JESPA.
- 3-6-6 Either party may request that an official transcript of all or part of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting a transcript shall pay the costs thereof.
- 3-6-7 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

3-7 Maintenance of Status Quo

- 3-7-1 Provided the parties have begun the impasse resolution procedures set forth above prior to midnight on August 31, 2025, the terms and provisions of this Agreement shall remain in full force and effect until either: (1) the parties enter into a successor Agreement, or (2) the parties complete the impasse resolution procedures and the Board acts pursuant to Article 3-6-4, whichever occurs first.

Article 4 – Work Assignments

4 Work Assignments

4-1 Position Advertising

- 4-1-1 The District shall post announcements of intent to fill all new or existent non-temporary positions declared vacant by the District. The District will post and advertise vacancies/opportunities internally and externally, in locations conducive to acquiring a candidate pool of qualified individuals. HR will provide JESPA with regular updates on the list of currently posted positions to ensure that all available job openings are promptly communicated. Postings must not contain language that discourages applications.
- 4-1-2 Job advertisements and posting will adhere to a standardized template that includes the following information: position title, job description, pay grade, wage, number of hours/FTE, benefits, description of proration, department and specific location (except for pooled positions and/or positions assigned by District departments) of the position, closing date, geographic areas/articulation area, level (elementary, middle, high, etc.) of assignment if applicable, and job application instructions.
- 4-1-3 The official posting period shall be at least five (5) workdays.
- 4-1-4 The District may post pooled positions for high turnover and high-volume jobs that require continual recruiting, in addition to the positions posted per 4-1-2.
- 4-1-5 The object of the posting and application process is to select the best-qualified candidate for the position and to provide current employees the opportunity for career change or career growth and development.

4-2 Changes in Work Location

- 4-2-1 The District may administratively transfer employees into a vacant position without following posting procedures. Administrative transfers may not be used to promote or demote an employee. The District may not make transfers for arbitrary or capricious reasons.
- 4-2-2 Employees may request to be voluntarily transferred into a vacant position. In cases where there are multiple requests to be transferred into one vacant position, administration should post the vacancy in accordance with Article 4-1. The District may not deny requests for arbitrary or capricious reasons.
- 4-2-3 In cases of an ongoing involuntary administrative transfer, the impacted employee will be advised of the proposed transfer and reason for the transfer by the employee's appropriate administrator with at least two (2) weeks' notice, and the JESPA will be advised by Human Resources of the same.
- 4-2-4 In cases where more than one vacancy will be filled by administrative transfers, the transferring authority must solicit employee input as to if they desire one location over another. If multiple employees are impacted, input will be considered in order of seniority.
- 4-2-5 If JESPA determines the reasons for an administrative transfer are arbitrary or capricious, the JESPA shall have the option of referring the matter to the grievance procedure of Article 12.

4-3 Application Process

- 4-3-1 Employees who desire a vacant position must apply for the open position on the Jeffco Job Board per posting procedures.
- 4-3-2 If an employee is screened out of consideration, Human Resources or the hiring manager should notify the applicant prior to holding interviews. Applicants will not be screened out for arbitrary or capricious reasons.
- 4-3-3 No active employee, unless on administrative, investigative, or other discipline-related leave, shall be restricted from applying for positions within the District.

4-4 Selection Process

- 4-4-1 Department and school hiring managers will compose a selection committee to evaluate and select the best qualified candidate. Selection committees must be composed of at least three (3) members, one of which is a JESPA employee as provided by Article 1-7. Hiring managers will provide committee members the appropriate portions of the Hiring Guide for education support professional positions for review, which includes action steps and training materials.
- 4-4-2 The hiring manager, with input from the selection committee, will determine the tools to be used for the selection process. Tools may include: resumes, interviews, written tests, practical tests, work simulations, reference checks, and other generally accepted job appropriate selection tools.
- 4-4-3 In all cases, the selection tools chosen will be applied uniformly and fairly to all candidates.
 - 4-4-3-1 Employee evaluations and/or discipline are not to be used by the selection committee
- 4-4-4 Final recommendation to the hiring managers will be based on the selection committee's assessment of each applicant's qualifications against the selection criteria they develop. At a minimum, the selection criteria will include:
 - A. Requirements of the advertised position;
 - B. Qualifications of the applicant; and
 - C. Applicant's overall relevant work history/relevant experience; and
 - D. Reference check conducted by the hiring manager.

4-4-5 Final recommendation of the selection committee will be made using a numeric point-based matrix, which will incorporate all of the selection tools used by the selection committee. Documentation from each of the selection tools used will be retained by the hiring manager and/or Human Resources in accordance with District policy. Selection decisions may be reviewed by Human Resources and the JESPA to ensure selections are based on a fair and consistent evaluation of all applicant's qualifications against the selection criteria. When making the hiring decision, the hiring manager should take the recommendation of the selection committee into account. Should the hiring manager reject the recommendation, the rejection reason will be documented and subject to review by HR.

4-4-6 Assuming there is no compelling difference between top applicants, internal candidates will be the preferred choice over an external candidate. Assuming there is no compelling difference between only internal applicants, final selection will be based on the greatest amount of continuous job-related service in the District.

4-4-7 The hiring manager will notify those final candidates who are not selected for the posted position before the selection is announced. Upon request, the employee will be informed as to why they were not selected or how they may improve their application in the future.

4-5 Probationary Period

4-5-1 Newly hired employees will be considered probationary until they have completed ninety (90) working days with the District.

4-5-2 The District will provide an in-person new employee orientation each month beginning in January of 2024 for approximately 120 minutes to provide information pertaining to pay, benefits, policies, procedures, and all other information determined by Human Resources to be important for new employees. If the orientation is during the employee's normal work schedule they will be paid at their regular rate for the time. If the orientation is outside of the normal work schedule, employees will be compensated at their regular rate for the time. It is expected that departments and schools will provide orientation specific to their workplace for all new employees during their work schedule.

4-5-3 Considering the input of the direct supervisor, if the employee's performance is determined to be satisfactory at the end of the probationary period the employee will be removed from newly hired probationary status.

4-5-4 Considering the input of the direct supervisor, if the employee's performance is determined to be less than satisfactory at the end of the probationary period, the employee's probation period may be extended by up to an additional sixty (60) working days to demonstrate satisfactory performance.

4-5-5 Probationary employees are not entitled to the 'just cause' provisions of Article 10-1-3.

4-6 Duties Assigned

4-6-1 Employees shall not be assigned duties that are clearly unrelated to their job descriptions.

4-6-2 When changes are made to an employee's written job description, the employee will be notified by the District or direct supervisor, provided a copy of the job description (electronically or hard copy) and told of the changes to the required duties. The Association will be provided an updated job description after any change.

4-6-3 When changes to an employee's job description require training, that training will be provided to the employee by the District before the new job function can be used to evaluate the employee.

4-6-4 An employee who is assigned and assumes a meaningful portion of the duties and responsibilities of a higher classification will be paid appropriately in accordance with Article 6-8.

4-6-5 Employees selected or assigned to lead positions such as Facilitator, Facility Manager, Field Coordinator, Food Service Prep Manager, Group Leader, Coordinator, Principal's Secretary, Head Custodian,

Transportation Supervisor, and Lead Person will, in addition to their normal duties, be responsible for assigning, evaluating and assisting the appropriate supervisor in grievance resolution. A lead person's assistance in grievance resolution will only be required when the lead person is directly involved. Such lead persons may also be required to make recommendations in cases of selection and discipline. Nothing in this agreement shall be construed in a manner that would remove the aforesaid employees from the present bargaining unit.

4-7 Maintaining Qualifications

- 4-7-1 It is the employee's responsibility to ensure they maintain the requisite education, licensures, and endorsements. If at any time an employee fails to hold the requisite qualifications the employee will be given at least thirty (30) days to reacquire the necessary qualifications. The District may provide support or resources to assist employees to maintain requisite credentials related to their positions.
- 4-7-2 During this thirty (30) day makeup period an employee may be removed from work and placed on unpaid leave or demoted to a lower classification while they work to secure the necessary qualifications.
- 4-7-3 If an employee is required to attend District related functions or training to reacquire the necessary qualification, the employee will be paid at their normal rate of pay.
- 4-7-4 If an employee is required to go to a medical appointment approved and directed by the district to secure qualifications, the employee will be paid at their normal rate of pay.
- 4-7-5 Ultimately, if an employee fails to secure the requisite job qualifications, the employee may be disqualified from their position and either reassigned, demoted, or terminated with rehireable status if the affected employee declines other options.

4-8 Pilot Program Assignments

- 4-8-1 After notification, District declared pilot program position(s) will be posted within the department. The general specifics, i.e., salary grade, length of pilot, intent of pilot, etc., will be included in the posting. Selection to fill pilot positions will be made from among department employees.
- 4-8-2 If the District determines a pilot is a success, employees in pilot positions will be retained in those positions. If the District determines a pilot is unsuccessful, employees employed in pilot positions will be returned to the employee's previous position as soon as practicable.

4-9 Multiple Jobs

- 4-9-1 Multiple jobs may be held concurrently by an employee covered by this agreement, and may exist across different departments or schools. The total hours will be combined, not to exceed 1.0 total FTE, and be used as the base total hours for calculation of overtime. The total hours for standard hour positions (used for benefit calculation) will be combined, and used for benefit eligibility calculation. Employees holding multiple jobs will be compensated at the appropriate rate for the time worked in each job. The overtime rate will be calculated at the rate of 1.5 times the pay of the job code worked after 40 hours per week or be offered comp time per Article 5-5.

Article 5 - Attendance

5 Attendance

5-1 General Expectations

- 5-1-1 The District and the JESPA believe that our ESP's provide excellent services that are essential for the functioning and development of our education system. Therefore, it is the responsibility for all employees to punctually report to work fit to perform their job duties.

- 5-1-2 Department and school administration are responsible for developing and communicating to their employees the expected work schedule which includes but is not limited to: workdays, work hours, call-in procedures, break times, time reporting expectations, and what behavior is deemed tardy.
- 5-1-3 Employees who are unable to attend work for part or all of their scheduled work shift, will have their absence excused if the reason for the absence is covered by a type of leave identified in Article 8, the employee has leave hours available and receives approval for non-sick leave related absences.
- 5-1-4 Unexcused absences include, but are not limited to when an employee fails report to work as scheduled and is not requesting to use accrued leave. Unexcused absences may be recorded as leave without pay and may subject the employee to corrective action.
- 5-1-5 Failure to report to work as scheduled without notification provided to the employee's supervisor, unless in cases of exigent circumstances, for three (3) or more days will be considered job abandonment and may subject an employee to termination.

5-2 Fitness for Duty

- 5-2-1 An employee is fit for duty when they are physically and psychologically able to perform their job duties in a safe, secure, productive, and effective manner for the totality of their shift. Employees are responsible for assessing their fitness to perform work and seeking medical advice or accommodations when appropriate. Failure to report to work fit to perform may result in corrective action or a referral for a fitness evaluation. Fitness for Duty will be approached with sensitivity to the employee's circumstances and the employee will be entitled to Association Representation during the meetings that take place with Administration.
- 5-2-2 To ensure staff are fit to perform their job, the District reserves the right to submit employees to appropriate evaluations; physical examinations, psychological assessments, and drug testing when deemed necessary for job performance or safety. These evaluations, as necessary, may occur during the workday. Provided the employee goes to a physician, clinic, or testing site designated by the District, the examinations will be without cost to the employee.
- 5-2-3 Upon advanced notice to the employee, the employee maybe required to furnish proof of illness as verified by a written statement from a medical professional. Generally, medical notes may be requested when absences extend for more than four (4) consecutive days.
- 5-2-4 Employees deemed unfit may utilize leave as necessary, or may request reasonable accommodations that would enable them to return to work and perform the essential functions of their job, or may be terminated as a result of being determined unfit.

5-3 Paid Rest Breaks and Unpaid Meal Breaks

- 5-3-1 Employees who work six (6) or less hours are entitled to take one (1) fifteen (15) minute, paid break during the workday. Employees who work more than six (6) hours are entitled to take two (2) fifteen (15) minute, paid breaks during the workday. These paid breaks should be taken at a time least disruptive to the employee's work duties and may be scheduled by the supervisor (the immediate administrator). Paid rest breaks are presumed to be duty-free. When operational needs require immediate attention, employees may be called back from paid rest breaks, and therefore, must remain accessible. .
- 5-3-2 Particular work schedules may include an unpaid meal break as a portion of the workday as determined by the supervisor. Employees who are required to take an unpaid meal break are entitled to take their break duty-free for a minimum of thirty (30) minutes.
- 5-3-3 When a supervisor or school administrator directs or authorizes an employee to work during the meal break, the employee will be paid for the time worked.

5-4 Holidays

- 5-4-1 Employees will receive a number of paid holidays as provided in Appendix C.

5-5 Compensatory Time

5-5-1 Employees who are authorized to work more than forty (40) hours per week may be offered compensatory time in lieu of overtime. While compensatory time may be offered by the supervisor (the immediate administrator), the employee must accept or decline compensatory time off.

5-5-2 Compensatory time off will be granted at one and one-half (1.5) times the number of overtime hours worked.

5-5-3 Generally, it is encouraged that compensatory time off be taken during the pay period in which it is earned. However, the employee and their supervisor (immediate administrator) may mutually agree to bank the time for later use. All compensatory time off must be used within the current budget year. If scheduling conflicts prevent its use, the employee must be paid for any unused compensatory time off as provided in Article 6-5.

5-5-4 Accrued compensatory time is limited to sixty (60) hours.

5-6 Paraprofessional Work Schedules and Hour Changes

5-6-1 Any days in excess of the paraprofessional days worked calendar and the paid holidays referenced in Appendix C may be assigned at the discretion of the principal.

5-6-2 In instances where the number of employees or hours in a school is changed, the following will occur: employees will be increased in descending order of seniority or reduced in ascending order of seniority keeping in mind job site needs and the skills, training, evaluations and experience of the employee.

5-6-3 In instances where an employee is terminated as a result of hour reductions, the District will follow Article 11 (Reductions in Force).

Article 6 – Compensation

6 Compensation

6-1 Placement, Annual Advancement, and Longevity Pay

6-1-1 A new employee coming from recent similar employment will be placed on the appropriate step by the hiring manager and Human Resources up to Step 6 based upon qualifications and experience. Placement above Step 6 for advanced experience or qualifications that are directly relevant and provide added value to the position, such as expertise in a related field or specialized skills beyond the minimum requirements must be approved by a Human Resources Director not to exceed Step 8.

6-1-2 Employees who are rehired within thirty-six (36) months of leaving District employment will have all previously earned and accrued benefits and privileges restored. Such employees will not be deemed to have experienced a break in continuous service, as defined in Article 1-4, and years of continuous service earned prior to leaving the District's employment shall be credited towards the career increments.

6-1-3 The anniversary date for employees is August 16. Contingent upon annual negotiations, an employee will advance to the next step on the wage schedule on August 16 if hired before April 1.

6-1-4 When an employee is promoted to a higher classification that requires materially similar skills and abilities, the employee will be placed on the same step in the new grade as the employee held just prior to the promotion.

6-1-5 When an employee is promoted from one position to another of a higher grade which requires materially different skills and abilities, the employee's pay in the new position will be set at a step which assures at least the equivalent of a one-step increase, but no lower than step two on the appropriate grade of the salary schedule.

6-1-6 Promotion pay increases will be based on the employee's hourly rate. Employees will have the opportunity to negotiate more than a 1 step increase based on relevant previous experience that would be beneficial to

their new position. The office of Human Resources, in consultation with the appropriate administrator filling the position, will make the determination.

6-1-7 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the eighth (8th) step of the wage schedule will receive an increase of 2.5 percent of the eighth (8th) step as a career increment on August 16 during their eleventh (11th) year of continuous service. An employee hired after April 1 and who is on the eighth (8th) step of the wage schedule will receive an increase of 2.5 percent of the eighth (8th) step as a career increment on August 16 after completion of their eleventh (11th) year of continuous service.

6-1-8 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the twelfth (12th) step of the wage schedule will receive an increase of 2.5 percent of the twelfth (12th) step as a career increment on August 16 during their fifteenth (15th) year of continuous service. An employee hired after April 1 and who is on the twelfth (12th) step of the wage schedule will receive an increase of 2.5 percent of the twelfth (12th) step as a career increment on August 16 after completion of their fifteenth (15th) year of continuous service.

6-1-9 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the sixteenth (16th) step of the wage schedule will receive an increase of 2.5 percent of the sixteenth (16th) step as a career increment on August 16 during their nineteenth (19th) year of continuous service. An employee hired after April 1 and who is on the sixteenth (16th) step of the wage schedule will receive an increase of 2.5 percent of the sixteenth (16th) step as a career increment on August 16 after completion of their nineteenth (19th) year of continuous service.

6-2 Reclassification

6-2-1 The District must make a good-faith effort to recruit, hire, and retain employees for all positions. The District shall prioritize hiring and seek to avoid the use of contracted or outsourced services unless there is a compelling need to contract or outsource services to maintain the operations of the district in accordance with 2-2-5-3. JESPA may request a meeting with the District during the first two weeks of each semester at which the parties may review current contracts for outsourcing functions traditionally performed by employees in ESP positions. The District will engage in discussions with the CWG for long-term solutions to staffing shortages and consider implementing temporary measures such as offering additional hours to part-time ESPs or hiring temporary staff in addition to contracting where necessary. Upon request, the District will provide data to JESPA regarding the need for a contractor. All contractors are presumed temporary and vacancies will remain posted until filled. The District will meet with JESPA to discuss potential solutions to address job positions that have a high vacancy rate and may include a market analysis of job titles, wage adjustments, and/or other viable solutions subject to budgetary constraints and the operational needs of the District.

6-2-2 If JESPA or a department believes a position needs to be reclassified, they shall submit a written request to Human Resources with supporting data. Human Resources shall respond in writing within 60 days with an explanation for acceptance or rejection of the request. If the request is accepted, Human Resources and JESPA will meet to discuss the implementation of the reclassification.

6-3 Premium Pay

Transportation Mechanics, Facilities Maintenance, and Small Engine employees will earn \$16.50 premium pay per hour when required to remove snow and ice and do sanding operation or lend support to snow removal at a time which is different from their regularly scheduled work time. Custodial services employees who are required to remove snow at a time which is different from their regularly scheduled work time due to severe weather conditions that pose a safety risk at the facility, and when such work cannot be postponed until the employee's regular scheduled work time, will also earn \$16.50 premium pay per hour with the pre-approval of their immediate supervisor.

6-4 Overtime

6-4-1 All overtime hours must be approved in advance by the designated administrator. An employee may be assigned involuntary overtime duties in case of emergency or upon adequate notice.

6-4-2 Overtime will be considered as all hours worked in excess of forty (40) hours in a scheduled workweek. All overtime hours must be approved in advance by the designated administrator.

6-4-3 Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate.

6-4-4 During the term of this Agreement, holidays, snow closure days, compensation time, paid leave, and canceled workdays will be credited as time worked for the purpose of computing overtime

6-5 Compensatory Time Pay Out

6-5-1 As described in Article 5-5, employees are encouraged to utilize compensatory time within the same pay period it is accrued. Nevertheless, accrued compensatory time not taken by mid-June will be paid out to the employee.

6-6 Call-in Pay

6-6-1 Employees called in on an emergency shall receive a minimum of three (3) hours pay and be paid round-trip mileage, in accordance with Article 6-7, if the work is outside of, and not continuous with, their regular workday.

6-6-2 Hourly employees who are requested by the District to report to work will receive a minimum of three (3) hours pay at their regular rate. Call-in pay for hourly employees scheduled to work four (4) hours or less should be two (2) hours.

6-6-3 Food Service Managers who are scheduled to work on a non-scheduled workday will receive a minimum of two (2) hours pay for Monday through Friday and a minimum of three (3) hours pay for Saturday, Sunday, and Holidays.

6-7 Bilingual Pay

Effective January 16, 2025, ESPs who are multilingual in the top three languages, other than English, spoken by students and families within the Jeffco community and called upon by a Supervisor outside their essential roles and responsibilities to facilitate communication with multilingual stakeholders will receive a 5% wage increase to base pay upon providing to human resources proof that they have passed a District-recognized language proficiency test.

6-8 Mileage

6-8-1 Employees traveling on school business, using their own automobiles, will be paid at the approved District rate. The use of a private automobile must be approved by the employee's supervisor.

6-9 Higher Classification Pay

6-9-1 An employee who works in a higher classification will be paid at a rate commensurate with the higher grade beginning with the first full day and continuing on for the duration of the assignment.

6-10 Pay During Canceled Workdays

6-10-1 During the term of this Agreement, if the District cancels an employee's workday, the affected employee shall be paid at their regular rate of pay for that day as if they had worked on that day. If the District schedules a make-up day, no additional pay will be granted; and any employee not reporting for duty will be docked a normal workday's pay.

6-10-2 Employees who report to their regularly scheduled workday and then are told to cease work by their immediate supervisor will receive a minimum of three (3) hours pay at their regular rate.

6-11 Aid and Restitution

6-11-1 If an employee is assaulted, complained against, or sued by a third party as a result of acting within the scope of employment, the District will advise and render necessary aid to the employee.

6-11-2 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the employee the cost of repair or the reasonable replacement cost of such property.

The District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500.00.

The District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500.00.

The District will pay the insurance deductible up to \$500.00 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment when the theft or vandalism occurred.

6-11-3 To receive restitution for the reasons stated in Article 6-10-2, damaged or stolen items must be reported promptly by the employee to the immediate supervisor or school administrator.

6-12 Tool Replacement

6-12-1 The District shall replace employee-owned tools lost or stolen on District property or broken or worn-out during the workday up to the following amounts per employee per annum: Transportation Mechanics will receive \$1,280.00, Facilities Maintenance will receive \$250.00, and Small Engines will receive \$800.00.

6-12-2 To qualify for replacement, tools must be required for the employee to perform their job, the tool must be listed on the employee's inventory, the desired replacement tool must be available on the District's bid list unless otherwise approved by the supervisor, and the employee must have demonstrated reasonable care for the tool to be replaced.

6-12-3 If an employee needs tools that are not on the original inventory, and the employee demonstrates the need for the tool(s) to the satisfaction of the supervisor, the tool allowance may be used to purchase the tools.

6-13 Uniforms and Protective Clothing

6-13-1 The District will continue to provide and replace t-shirts for Support Services and provide uniforms for transportation mechanics.

6-13-2 The District will provide \$35,000 annually to eligible custodial staff for purposes of purchasing protective clothing.

6-13-3 The District will provide and replace protective clothing to sections or crews as identified by the District.

Article 7 - Benefits

7 Benefits

7-1 Benefit programs under this Agreement for full-time employees include (those regularly scheduled to work 30 or more hours per week):

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Employer-paid, basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance

- Employer-paid long-term disability insurance
- Health Savings Account (HSA)
- Health care flexible spending account (FSA)
- Dependent care flexible spending account (DCFSA)

7-2 Benefit programs under this Agreement for part-time employees who are regularly scheduled for 20 to less than 30 hours per week include:

- Dental Insurance
- Vision Insurance
- Employer-paid basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance
- Dependent care flexible spending account

7-3 Part-time employees, who are regularly scheduled for 25 to less than 30 hours per workweek, shall also be provided employer-paid long-term disability benefits.

7-4 The District will provide a monthly employer contribution of \$640 to offset the cost of enrollment in a District medical insurance plan, and a monthly contribution of \$10 to offset the cost of enrollment in a District dental plan.

7-5 For the 2024-2025 plan year, employees enrolled in the employee only Kaiser \$4,000 High-Deductible health plan will receive a monthly employer contribution of \$80.00 to a HSA. The employee must be enrolled in a HSA with the district vendor to receive the contribution.

7-6 Short-Term Disability Insurance (STD)

7-6-1 STD benefits will replace 60% of the employee's daily rate of pay. The remaining 40% of the employee's pay will be deducted from the employee's sick leave or paid leave accrual allowing the employee to maintain the benefit of full pay status until their leave banks are depleted.

7-6-2 Any employee who is not approved for PERA disability benefits, who has accrued sick leave still available, and cannot return to work at the conclusion of the short-term disability period will be allowed to exhaust their paid sick leave accrual at 100% for no longer than twenty-four (24) months. The District will maintain the employee's benefits until the accrued leave is exhausted. Upon recovery, the human resources team will support placement into an available position for which the employee is qualified, as determined by the district.

7-6-3 Grandfathered sick leave bank hours will be used first for an approved STD and family leave of more than seven (7) consecutive days.

7-7 Long-Term Disability Insurance (LTD)

7-7-1 When an employee applies for and is eligible to receive LTD, the employee will utilize available accrued sick leave and STD disability benefits to carry the employee's regular salary until the LTD would apply.

7-7-2 There is a ninety (90) day waiting period from the date of disability until LTD insurance becomes effective.

Article 8 - Leaves

8 Leaves of Absence

8-1 Statutory Leaves

8-1-1 Jeffco Schools provides numerous leaves that are required by both state and federal law. These include, but are not limited to, job protected leave to military members and their families, leave for jury duty, leave to vote, leave for those that have been the victims of domestic abuse, and up to twelve (12) weeks of job

protected leave to eligible employees for qualifying family and personal medical reasons through the Family and Medical Leave Act (FMLA).

8-1-2 Any statutory leave entitlement will run concurrent to any additional leave provided by this contract.

8-2 Paid Sick Leave (excludes paraprofessionals and health technicians)

8-2-1 The District and the Association intend for this Section 8-2 to provide employees with equivalent or more generous paid sick leave than required by state and federal law. Therefore, the District and the Association expressly waive the requirements of the Healthy Families and Workplaces Act, C.R.S. §§ 8-13.3-401 to 418.

8-2-2 Employees may use accumulated paid sick leave, in fifteen (15) minute increments for the following reasons:

8-2-2-1 Personal mental or physical illness, injury, or health condition or the need to obtain preventative medical care or treatment;

8-2-2-2 The necessary care and attendance for the employee's family member who has a mental or physical illness, injury or health condition or the need to obtain medical care or needs to obtain preventative medical care;

8-2-2-3 When the employee or employee's family member has been a victim of domestic abuse, sexual assault or harassment and the use of leave is to seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment; obtain services from a victim services organization; obtain mental health or other counseling; seek relocation due to the domestic abuse, sexual assault, or harassment; or seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;

8-2-2-4 The District has been ordered to close by a public official due to a public health emergency;

8-2-2-5 The school or childcare provider for the employee's child has been ordered to close by a public official due to a public health emergency and the employee needs to be absent from work to care for their child.

8-2-2-6 To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a covered family member.

8-2-3 In cases when an employee knows of the need for leave in advance, the employee will give their supervisor notice of the need to take leave as soon as practicable. The District shall not deny paid sick leave to the employee due to the lack of notice.

8-2-3-1 The District may require documentation that paid sick leave is for a qualifying reason if the leave requested or taken is for four (4) or more consecutive workdays. The District may require proof of leave and/or fitness for duty as a condition of return to work following paid sick leave.

8-2-3-2 When sick leave is taken to care for an ill family member for seven (7) or more consecutive calendar days, employees shall advise the Manager of HR-Employee Leaves

8-2-3-3 The District will not unlawfully discriminate, take adverse action, or retaliate against any employee who takes, attempts to take, or supports taking paid sick leave or public health emergency leave in accordance with Sections 8-2 and 8-3, files a complaint or informs any person about an alleged violation of these sections of the Agreement, or participates in an investigation, hearing, or proceeding related to such matter.

8-2-4 Disability Benefits

8-2-4-1 For personal illness greater than seven (7) consecutive calendar days, the employee must apply for Short-Term Disability (STD) benefits. Short-Term Disability (STD) benefits will be payable in accordance with the insurer's policy. Employees who are unable to return to work at the conclusion of the Short-

Term Disability period may have access to additional leave on a case-by-case basis, including consideration through the Americans with Disabilities Act, not to exceed six consecutive months.

8-2-4-2 When on an approved leave and receiving Short-Term Disability benefits, the employee's accrued leave will be used to supplement the approved benefit provided through the District's short-term disability plan, not to exceed base pay.

8-2-4-3 Employees may elect to utilize leave at 100% for personal illness extending beyond seven (7) consecutive calendar days in lieu of payments through STD provided they have a sufficient balance to cover the anticipated duration of the leave. The employee must have an approved claim as determined by the STD carrier, and must submit a written request to Manager, HR-Employee Leaves, to use their paid leave in lieu of payments made through the STD carrier.

8-2-4-4 Long Term Disability payments will be payable in accordance with the insurer's policy. Nothing in this Agreement will prohibit the insurer from adjusting any overpayments in accordance with the terms of the policy, even if the District is at fault for such overpayment.

8-3 Paid Sick leave At Termination

8-3-1 Upon termination of employment, accrued sick leave hours will be paid to eligible employees per Appendix B.

8-4 Paid Personal Leave (excludes paraprofessionals and health technicians)

8-4-1 Employees shall accrue personal leave days in accordance with Appendix A.

8-4-2 Employees are entitled to use their personal leave, in increments of fifteen (15) minutes, each year for any reason. Employees should give no less than twenty-four (24) hours prior notification to their immediate supervisor, when practicable, except in cases of emergency. Employees do not have to provide the reason for the absence and utilization is not subject to supervisor approval.

8-4-3 In no event shall personal leave be taken during the initial probationary period.

8-4-4 Upon termination of employment, accumulated personal leave hours will be added to accumulated sick leave hours and paid to eligible employees per Appendix B.

8-5 Paid Vacation

8-5-1 Employees are expected to take vacations at times which will cause the least interruption to District operations and in compliance with department procedures. Requests for vacation are subject to approval by the employee supervisor. Once a vacation is approved, approval cannot be revoked by a supervisor but may be canceled by the employee.

8-5-2 In cases where multiple employees apply for vacation and not all can be approved, length of service within the District will determine the priority for approving individual vacations.

8-5-3 Upon termination of employment, accrued vacation will be reimbursed for any unused vacation time at the employee's regular rate of pay.

8-6 Paid Leave (Paraprofessionals and Health Technicians)

8-6-1 Paraprofessionals and Health Technicians will accrue paid leave in accordance with Appendix A, and will be designated as paid leave.

8-6-2 Prior notice will be given of intent to use paid leave, except in cases of emergency. No employee shall be denied the right to use paid leave for personal or family illness or personal business

8-6-3 Upon termination of employment accumulated paid leave hours will be paid to employees.

8-7 Bereavement Leave

8-7-1 A report of bereavement leave shall be made to the immediate supervisor as soon as practicable.

8-7-2 The first two (2) days of bereavement leave shall be with full pay, and any additional days shall be charged against accrued vacation, paid leave, sick, or personal leave, whichever the employee elects. If an employee does not have leave balances available, the days may be taken unpaid. Such days need not be taken in consecutive order.

8-8 Judicial Leave

8-8-1 Employees summoned for jury duty, subpoenaed to give testimony in court, required to appear in court or at hearings in connection with the performance of their duties as a Jeffco Schools employee will be granted judicial leave with pay for such time as is required by the summons or subpoena. Judicial leave will not be approved in instances that arise out of employee's misconduct or otherwise wholly personal matters.

8-8-2 To be approved for judicial leave, a copy of the jury duty certificate of juror service or subpoena must be given to the supervisor.

8-9 Parental Leave and Childcare Leave

8-9-1 Employees shall have the right to take paid and unpaid parental leave for the birth, adoption or foster care placement of a child. A request for parental leave for the birth, adoption, or foster care placement of a child in their family must be presented to the Manager, HR Employee Leaves at least thirty (30) days when possible prior to the date on which requested leave will commence. A parental leave commences upon the birth, adoption, or placement of the child, and short-term disability benefits may be applicable. A parental leave may extend up to two (2) consecutive weeks following the end of a short-term disability benefit period to parents who want to take additional paid leave and can use a combination of sick or personal leave accruals, or additional unpaid leave.

8-9-2 If an employee wants to take childcare leave following a parental leave, such leave will begin no sooner than the conclusion of the approved parental leave. Unpaid childcare leave may be requested but may not exceed the remainder of the school year

8-9-3 Any new parent is entitled to take unpaid leave following a paid leave period for up to one calendar year. The unpaid leave shall not be considered an interruption in service

8-9-4 If the employee is on unpaid leave for longer than 60 days, the employee will be assigned to the first available position for which the employee is qualified at the conclusion of an unpaid childcare leave.

8-10 Unpaid Leave of Absence

8-10-1 Unpaid leaves of absence may be approved for other purposes or when an employee lacks sufficient leave accruals to cover their absence.

8-10-2 Requests for unpaid leave must be submitted by the employee to their immediate supervisor for approval, and then to HR-Employee Leaves for review and processing as soon as practicable. The request will identify the reason the leave is needed and the expected duration of the leave.

8-10-3 Employees who return from an approved unpaid leave within sixty (60) days will be returned to their same position. Employees whose approved unpaid leave extends beyond sixty (60) days will be assigned to the first available position for which the employee is qualified.

8-11 Weather and Emergency Late Start Days

8-11-1 In the event of a weather or emergency related late start (two-hour delay), all non-essential ESP personnel will report to work two hours later than regular start time, and receive two hours of miscellaneous paid time and work regular scheduled hours for the remainder of the workday. Essential personnel, as defined by a

department supervisor or school principal, will report to work at the regular reporting time and work the regularly scheduled hours and receive two hours of miscellaneous leave.

8-12 Americans With Disabilities Act (ADA) Leave

8-12-1 The ADA prohibits discrimination on the basis of disability in employment and requires that covered employers (employers with 15 or more employees) provide reasonable accommodations to applicants and employees with disabilities that require such accommodations due to their disabilities, provided they do not cause an undue hardship on the employer.

8-12-2 Reasonable light-duty assignments, reassignment, extension of leave, and other accommodations will be granted in accordance with the ADA.

8-13 Workplace Accident or Illness Leave

8-13-1 An employee who suffers illness or injury that is job-related shall have leave considered via the Workers Compensation process managed by the Risk Management Department. And in accordance with the Colorado Workers' Compensation Act Any such leave will be paid in accordance with Risk Management benefit plans, and may be supplemented by sick, personal, paid time or vacation time, as applicable.

8-14 Emergency Sick Leave Bank

8-14-1 An Emergency Sick Leave Bank is accessible to qualified and enrolled employees per Appendix D.

8-15 Public Health Emergency Leave

8-15-1 In addition to the leave set forth in this Agreement, on the date that a public health emergency is declared, the District will immediately provide each employee with a one-time paid leave supplement, which, combined with whatever accrued but unused sick leave that the employee has as of date of the declaration of the public health emergency, will give an employee who normally works 40 or more hours in a week access to 80 hours of total paid leave, and an employee who normally works under 40 hours in a week access to total paid leave hours that are at least the greater of the number of hours the employee (a) is scheduled for work or paid leave in the upcoming fourteen-day period, or (b) actually worked on average in the fourteen-day period prior to the declaration of the public health emergency.

8-15-2 During the entire duration of a public health emergency (the time between the date on which the emergency is declared and four weeks after the date of the official termination or suspension of the emergency declaration), an employee may use both (a) the paid sick leave they have accrued prior to the declaration of the public health emergency and (b) the amount of supplemental paid leave provided to the employee on the date of the declaration of the public health emergency, for any of the qualifying reasons:

- Self-isolation or seeking medical care or treatment due to a diagnosis or symptoms of a communicable illness that is the cause of a public health emergency;
- Caring for a family member who is self-isolating or seeking medical care after being diagnosed or is experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- A determination from a local, state, or federal public official or health authority that an employee or a member of the employee's family for whom the employee cares poses a risk to the health of others;
- Caring for a family member when the family member's school or place of care has been physically closed due to a public health emergency; or
- An employee's inability to work because of a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of a public health emergency.

8-15-3 The District will not require documentation for the use of paid sick leave during a public health emergency.

Article 9 - Evaluations

9 Annual Evaluations

- 9-1 The JESPA and the District are committed to ensuring that ESPs receive regular training to support their work and appropriate interactions with students. The fundamental responsibility for ensuring employees have the skills they need is vested at the department level; and consequently, department administration is encouraged to ensure sufficient funds are budgeted to provide accurate, adequate training to their employees. Departments are encouraged to collaboratively determine training needs and to consider on-line training, train-the-trainer opportunities, early release days, and other cost-effective approaches.
- 9-2 Both parties recognize the purposes of a performance evaluation are to help employees understand their strengths and weaknesses and to encourage meaningful discussion between employees and their supervisors regarding areas of common concern with an aim towards improvement and growth.
- 9-3 To the extent feasible and practicable, each individual evaluation report should reflect the combined evaluation, judgment, and review of both the immediate supervisor and the administrator immediately associated with the employee being rated. Evaluations for school-based employees should be delivered by May 1st of each year.
- 9-4 The evaluation must be based on actual events or situations. The reasons for unsatisfactory markings must be described in writing and will include suggestions for corrective measures and the time available for correction. Attendance will only be part of an employee's evaluation if documented through the disciplinary process.
- 9-5 Employees have a right to review material made a part of their personnel record. Additionally, any employees have the right to respond in writing to any matter made a part of the employee's personnel record and have that response included in their personnel record.

9-6 Evaluation Appeals

- 9-6-1 Where pay or eligibility for promotions or transfers is negatively impacted, an employee who disagrees with an overall rating or individual marking can appeal that rating to a panel composed of the reviewer's immediate supervisor, a representative from Employee Relations and a representative from the JESPA. Appeals must be submitted to Employee Relations within thirty-five (35) working days for the evaluated employee.
- 9-6-2 The panel will be responsible for reviewing the evaluation process and rating. Based on their assessment, they will have the authority to make appropriate modifications in the performance appraisal.
- 9-6-3 The provisions set forth in Article 9 shall not be subject to the grievance procedure.

Article 10 -Corrective Action

10 Corrective Action

10-1 Due Process and Just Cause

- 10-1-1 Employees are entitled to due process and just cause whenever the District exercises its right to discipline or discharge employees.
- 10-1-2 Due Process includes the following rights:
- 10-1-2-1 Reply: the right to confront and discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.
- 10-1-2-2 Notice: the right to be notified of a corrective action or adverse evaluation meeting two (2) workdays prior to holding the meeting. While keeping in mind considerations of retaliation or sabotage, employees should be told of the meeting topic so they can prepare.

10-1-2-3 Representation: the right to have a JESPA representative in attendance at a fact-finding meeting or any meeting when corrective action or an adverse evaluation is delivered. When an employee has had adequate notice and time to arrange for representation, the administrator will not be obligated to allow the employee to stop a meeting to seek representation.

10-1-2-4 Appeal: the right to grieve adverse action as outlined in Article 12.

10-1-3 Just Cause includes the following rights:

10-1-3-1 Adequate Warning: employees will be informed of the rules and policies that may result in corrective action.

10-1-3-2 Reasonable Rules: rules and policies must not be arbitrary, capricious or discriminatory.

10-1-3-3 Investigation: prior to issuing corrective action, administration shall conduct a fair, consistent, and thorough investigation in order to determine whether the employee did in fact violate or disobey a rule or policy.

10-1-3-4 Proof: the greater weight of the evidence shall support proof of infraction.

10-1-3-5 Equal Treatment: all rules, policies and penalties will be applied evenhandedly without discrimination.

10-1-3-6 Penalties: the corrective action administered shall adhere to progressive process outlined in Article 10.

10-2 Performance Management

10-2-1 The District and the JESPA recognize the importance of having a competent staff to support the education of students. Subsequently, the District is committed to providing employees with the necessary job training to enable those employees to meet performance expectations and standards.

10-2-2 While employees are expected to know and adhere to District behavior and performance standards, the District recognizes the benefit of continuous performance feedback and coaching to ensure standards are met.

10-2-2-1 If sufficient performance feedback, coaching, and training has been completed, identified performance deficiencies may be documented first by delivering non-disciplinary feedback. Examples of non-disciplinary feedback include but are not limited to the following: Letter of Expectation/Concern, or a documented verbal conversation. This feedback is highly encouraged. There shall be sufficient time given to make improvements.

10-2-2-2 Performance expectations shall be specific, measurable, achievable, realistic, and to be achieved within a reasonable time-frame.

10-2-3 The formal performance management process will include the following steps:

Letter of Direction/Evaluation Documentation: When informal feedback is ineffective in bettering performance, the deficiencies shall be documented in a Letter of Direction or in an employee's evaluation.

Performance Improvement Plan: If an employee's performance continues to be deficient after receiving a Letter of Direction or unsatisfactory evaluation ratings, a Performance Improvement Plan (PIP) shall be issued to the employee as soon as possible and outline a timeline for expected improvement. At the end of that time, the plan can be extended if expectations are not being met.

The PIP will be developed with direct input from the employee, will track improvement, and will provide regular feedback regarding the particular standard performance deficiencies.

Demotion or termination: Employees that do not show sufficient improvement after the execution of a PIP may be terminated or demoted to a vacant position in which the deficient skills are not required.

10-2-4 Promotional Exception to Progressive Performance Management

10-2-4-1 In the event a promoted employee's performance is not satisfactory within the first sixty (60) working days of their new position, the employee may be demoted to an available position with a rate of pay equal to that which they held prior to the promotion.

10-2-4-2 This assignment shall continue until the employee's pre-promotional position becomes vacant. Once a pre-promotional position is available, the employee shall be administratively transferred into the vacancy.

10-3 Employee Misconduct

10-3-1 The District recognizes the benefit of a progressive disciplinary process and will exercise this process where applicable. In considering appropriate discipline, management should consider the severity of the offense as well as the number and recency of prior offenses. The procedure for progressive discipline will include the following steps:

Prior to issuing formal reprimands, a process for restorative practices may be considered as an option by all parties. Should the parties opt to use a restorative approach, a restorative session may be scheduled with either EAP or district RP staff.

If a restorative approach is not agreed to by all parties or is ineffective in resolving the identified conduct issue, the issue may first be documented in a non-disciplinary Letter of Expectation/Concern prior to moving to the formal discipline process. If the offense warrants more serious action, the district may move directly to formal discipline.

Formal Discipline Process:

First instance of misconduct: Written reprimand stating specific deficiencies and indicating timelines for improvement, where appropriate.

Second instance of misconduct: Suspension without pay, demotion, or final written warning.

Third instance of misconduct: Termination.

10-3-2 In cases of intentional violation of District policy or commission of a felony, the employee is subject to immediate discharge.

10-3-3 The District may suspend, demote or discharge an employee for willful abuse of leave benefits or misuse of a firearm.

10-4 General

10-4-1 All discipline, including termination, may be subject to the grievance process.

10-4-2 Because misconduct may detrimentally impact performance, the progressive processes outlined in this article shall not be construed to be mutually exclusive.

10-4-3 An employee may petition their supervisor after a period of time to have a corrective action step deemed stale for purposes of progressive discipline.

10-4-4 Any employee who is brought before the administration to answer charges, or the grievant in a grievance hearing, or any employee receiving an evaluation or performance growth plan, will be paid at the employee's regular rate for the time required to attend the meeting.

Article 11 – Reductions in Force

11 Reductions in Force

11-1 When the District makes a reduction in force, it shall first notify the JESPA that it has decided to do so and shall furnish JESPA with all information used in making determinations relevant to the reduction in force. The District will inform the JESPA of the affected employee(s) to be reduced within each department or school. Within ten (10) days of the notification, representatives of the District and the JESPA will meet to discuss the reduction in force, including, but not limited to, alternatives to a reduction in force, notification, effective date of the reduction in force, number of employees in the department affected, etc.

11-1-1 The District, in considering those employees being reduced, will consider the following standards in the following order:

- A. Newly hired probationary employees will be reduced first;
- B. Seniority: Years of current and past related experience in the affected job classification(s) within the District;
- C. When the foregoing is substantially equal, the employee with the least amount of continuous service in the District will be reduced.

11-2 The District will make every effort to place an employee recommended for reduction in an open position within the District for which the employee is qualified, as determined by the District. The employee will be placed on the step and grade of the wage schedule commensurate with the new position. If a suitable placement is not secured within 6 months after the date of the notification, after the notification of the reduction, the employee will be terminated by the District.

11-3 Terminated personnel due to reduction in force who wish to be considered for reemployment will provide written notification to Human Resources within ten (10) working days of their reduction. Such written notice will include where they may be contacted by telephone, U.S. mail, or email.

11-3-1 When a vacancy occurs in a category which has suffered a reduction in force, a letter of intent to reemploy shall be sent to the employee. The same standards set forth in Article 11-1-1 will be considered for reemployment.

11-3-2 An employee who is offered reemployment will have five (5) days after notification to accept or reject the offer. If the offer of reemployment is rejected, the employee will forfeit the rights described in Article 11-3.

11-3-3 Individuals who are part of a Reduction in Force as defined by Article 1-18 will be maintained on the reemployment list for one (1) year after their date of separation.

11-3-4 The district will provide JESPA a monthly list of those on the reemployment list who are eligible for reemployment.

Article 12 - Grievances

12 Grievances

12-1 The purpose of the grievance procedure is to provide a fair, formal and expeditious manner of resolving differences as to any matter contained in this Agreement. To that end, employees are encouraged to first attempt to informally resolve their concerns with their direct administrator before initiating a grievance.

The grievance process shall not be utilized to resolve complaints of alleged sexual harassment or discrimination. Instead, these concerns should be filed in accordance with District Policy GBAA, Harassment of Employees.

12-2 Procedure

12-2-1 Step One – Department Level Grievance

In order to initiate Step One, the employee must submit a Step One grievance form no later than ten (10) workdays after the incident to the appropriate department administrator (director level or above unless mutually agreed with the JESPA). A meeting to resolve the grievance will occur within five (5) workdays.

The employee and the administrator will attempt to resolve the issue and may present or consider all available evidence at the meeting.

At the conclusion of the grievance meeting, the administrator authorized to conduct this meeting shall respond to the employee within five (5) workdays responding to the issue(s) discussed and any resolution(s) reached. Copies of this decision shall be transmitted to the office of Employee Relations, the JESPA, and the grievant.

12-2-2 Step Two – District Level Grievance

If a satisfactory resolution of the issue is not reached at Step One, the JESPA may initiate a Step Two Grievance with the office of Employee Relations by filing a Step Two Grievance form within ten (10) workdays after receiving the Step One decision. The JESPA may also directly file a Step Two Grievance if the grievance concerns a class of employees or the issue affects the JESPA's representative status. Direct filings must occur within twenty (20) workdays of the alleged offense. In the event of an ongoing situation, a grievance must be filed when the JEPSA is made aware of the issue.

A designated District administrator (director level or above unless mutually agreed with the JESPA) will serve as the review officer at Step Two. Upon receipt of a properly completed and timely written request, Employee Relations will schedule a Step Two Review within five (5) working days and hold the review within twenty (20) workdays after receipt of a Step Two request form.

The District shall tender all relevant evidence in plans to present at the Step Two review to JESPA no later than five (5) days before the scheduled Step 2 meeting. At the Step Two review meeting, the review officer will consider all documentation and evidence submitted with the Step Two request, the District rebuttal evidence, will hear arguments presented by representatives for both parties, and will have the opportunity to ask questions of the parties. Neither party will be permitted to present new issues at the review meeting, unless mutually agreed to by the parties.

The review officer will furnish the JESPA and District with a written copy of their decision within five (5) workdays after the review meeting was held. The review officer may be granted an extension for good cause by making a request of both the office of Employee Relations and the JESPA. The JESPA may elect to proceed to Step Three in the event a copy of the written decision is not furnished to the JESPA within five (5) workdays.

12-2-3 Step Three –Arbitration

If the grievance is not resolved at Step Two, a demand for Arbitration will be transmitted in writing by the JESPA to the office of Employee Relations, within twenty (20) workdays after the JESPA receives the Step Two decision.

The office of Employee Relations and the JESPA will agree to a list of five (5) potential arbitrators within five (5) workdays of the arbitration demand. If the parties are unable to agree to a list of five (5) potential arbitrators within the specified timeframe, the party demanding arbitration may request such a list from the American Arbitration Association (AAA), the cost of which will be shared equally among the parties. Within five (5) workdays of agreeing to or receiving the list of potential arbitrators, the parties

will strike names to arrive at the arbitrator who will hear the case. The party bearing the burden of persuasion in the arbitration will strike first, followed by the other party, until only one name remains. Within three (3) workdays of selecting an arbitrator, the parties will contact the arbitrator to schedule the hearing. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue recommendations and findings to both the District and the JESPA. The arbitrator is encouraged to issue recommendations and findings within twenty-one (21) days from the conclusion of the hearing.

Within five (5) workdays after receipt of the arbitrator's decision, the District and the JESPA will schedule a meeting to discuss the decision. No public release of information may be made until after such meeting. The Board shall take official action on the decision of the arbitrator within thirty (30) days of the discussion meeting.

Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel and subsistence expenses, shall be shared equally by the District and the JESPA. All deadlines may be extended by mutual Agreement.

12-3 General

12-3-1 Grievance timelines may be extended by mutual Agreement of the parties.

12-3-2 Any employee may represent themselves or be represented by the JESPA at any step of the grievance process and administration may be represented or accompanied by another representative of the administration. However, a grievant may not be represented by anyone other than a designated JESPA representative. The JESPA shall have the right to be present and to state its view at any step of the grievance process.

12-3-3 When it is necessary for a JESPA representative to attend a meeting, which occurs during the workday, the representative(s) shall, with prior approval from the District, receive such release time as is actually necessary for attendance at such meeting or hearing. The cost of release time to represent an employee will be covered by the District.

12-3-4 The parties will expeditiously make available to each other any data, in their possession, regarding the grieved act upon written request.

12-3-5 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any employee, any JESPA representative, or any other participant in the grievance process.

12-3-6 No written or printed material dealing with the processing or disposition of a grievance will, at any time, become part of the official personnel files of the grievant or any other employee involved in a grievance.

12-3-7 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, for grievance processing and other necessary documents, will be jointly prepared and distributed.

Article 13 - Transportation

13 Transportation

13-1 Additional training or refresher courses required to be taken by drivers/assistants will be compensated at the employee's regular hourly rate.

13-2 Route Changes

13-2-1 When a route increases in time by two and one half hours (2.5) or more per week, it will be posted for re-bid within the terminal. If the employee holding the route is the successful applicant, their guaranteed bid time will be increased. Should the employee be displaced, they will be expected to bid on future route

postings and to accept assigned work up to their previous guaranteed bid time for the duration of the school year.

13-2-2 Posting of increased routes may be delayed from the start of the school year until October 1 and for up to ten (10) working days after a route increases to allow time for stabilization and evaluation of changes.

13-2-3 When a route decreases in time, it will not be re-bid. The employee will maintain original guaranteed bid time and proration time. Additional work will be offered to the employee to compensate for decreased time. Concerted efforts will be made to offer work that falls approximately within the same time frame of the original route time within the standard operational time of the terminal.

13-2-4 Work offered must be within the typical duties of the employee's classification. Refusal to accept work may be reason to reduce an employee's guaranteed bid time.

13-3 The District will continue to employ a minimum of twelve (12) utility driver positions at thirty-seven and one-half (37.5) hours per week. Additional utility driver positions will be at thirty (30) hours per week.

13-4 Transportation Employee/Administrator Liaison Committee:

13-4-1 During the term of this Agreement, employees will elect a Liaison Committee for each terminal. The Committee will consist of the terminal Director and three (3) transportation employees, one (1) selected by the JESPA and two (2) selected by the employees. The Transportation Director has the option to appoint one (1) additional employee as deemed appropriate.

13-4-2 The Committee will meet a minimum of three (3) times during the school year: September, January and May. Either the Transportation Director or the Committee may request additional meetings which will be held during the school year.

13-4-3 Employees selected to serve on the Liaison Committee will be paid at their regular rate of pay for at least one (1) hour for each Liaison Committee meeting. However, each member will be expected to conduct Liaison Committee activities on their own time in addition to paid time.

13-4-4 The time and place of all meetings will be determined by the Transportation Director after consultation with the Liaison Committee. Results of the meetings will be transmitted to the JESPA.

13-5 Extra duty boards will be available and posted at each terminal to allow employees to voluntarily sign up for any extra duty. Extra duty will be assigned based on seniority on a weekly rotational basis.

13-6 Special Trips

13-6-1 Drivers on overnight specials trips will receive a minimum of eight (8) hours pay for each day away from home. The sponsoring agency will pay necessary and reasonable expenses of the driver while on overnight special trips.

13-6-2 Employee compensation for special trips canceled after the employee has reported to the job site will be handled in accordance with Article 6-6, Call-in Pay, when the special trip is scheduled to begin more than one (1) hour beyond the driver's regularly scheduled clock-out time.

13-6-3 Employee compensation for special trips scheduled on Saturday, Sunday, or holidays and subsequently canceled without the required advance notice, will be three (3) hours pay at the employee's regular hourly rate.

13-6-4 The District agrees to maintain uniform, District-wide special-trip and over-the-road procedures.

13-7 Full-time regular school bus drivers and school bus assistants who work for the District a minimum of two hundred and twenty-eight weekdays (228) and fifteen hundred (1,500) hours during a twelve (12) month period commencing August 16th each year, will accrue forty (40) hours vacation time.

13-8 Bidding seniority is not restored under previously earned and accrued benefits and privileges that are restored under Article 6-1-2 of the Agreement.

13-9 Vacant positions for school bus drivers and school bus assistants will not be advertised as described in Article 4-1. Vacant route positions will be posted for three (3) days within the bus terminals and bid according to seniority. If no qualified regular employee bids for a vacancy, it may be awarded to a substitute employee based upon the applicants' scores on the final selection criteria.

Article 14 – Professional Development

14 Professional Development Committee

14-1 The District and the JESPA are committed to providing employees with necessary job training. Therefore, the parties agree to create a Professional Development Committee for Education Support Professionals (“PD Committee”).

14-1-1 Members of the Committee shall be equal parts administration and Education Support Professionals. ESP members shall be appointed by JESPA. The committees shall be staffed with no more than four ESP members and four administrator members.

14-1-2 ESP members of the PD Committee shall be provided with 8 hours of Association Release time four times per year to assess and recommend current professional development opportunities and needs. The cost of this Association Release time shall be shared equally by the JESPA and the District, with the District covering the first half of the cost each year.

14-1-3 In order to increase educator diversity and increase the number of certified educators of color, the PD Committee should explore at least annually ways to build a career pathway for ESPs of color to become teachers, and ways to otherwise support diversity in the ESP workforce.

Article 15 - Preschool

15 Preschool

15-1 The rights contained in Article 15 pertain exclusively to Preschool ESPs.

15-2 Classroom Supports

15-2-1 Classroom Supplies, Materials and Consumables

The District will supply age-appropriate supports and consumables to preschool classrooms. A list of recommended items will be made available for ordering. This list will be reviewed and inventoried annually in the Preschool Advisory Committee. Preschool ESPs will be provided an opportunity to make recommendations to the Early Learning Office regarding these resources.

15-2-2 When budget allows, an annual allocation for classroom supplementary materials will be made available. Staff will receive notification of this allocation prior to the school year.

15-2-3 A list of approved emergency supplies will be provided annually by the Early Learning Office. These supplies will be made available to classrooms.

15-2-4 Classroom orders will be fulfilled within a reasonable time.

15-2-5 In the event grant funds are given at a school or classroom or instructor level (such as earned by participation in or attendance at an ELO-approved event) grant funds shall not be spent by the Early Learning Office or district administration without providing an opportunity for the classroom staff that completed the program to provide input.

15-3 Communication and Collaboration

15-3-1 District or Departmental communication (including print/electronic) relevant to preschool staff will be provided to ESPs in the Early Education department.

15-3-2 A Preschool Advisory Committee (“PAC”) will be created with the sole purpose of discussing and providing consensus recommendations related to curriculum, duties, and other issues pertaining to preschool ESPs. The committee shall be comprised of representative groups identified by the Early Learning Office to support preschool including the following; 2 JESPA preschool staff, 2 JCEA special educators/certified preschool teachers, and 4 administrators.

15-3-3 A preschool ESPs involvement at family conferences/IEP meetings will be subject to prior approval from the central supervisor and, for IEP meetings, at the invitation of the Special Educator.

15-4 Professional Development

15-4-1 The District and Early Learning Office will provide paid time to attend all required district training.

15-4-2 A regularly updated list of all trainings offered by the Early Learning Office to licensed educators will be made available to Preschool ESPs. Approval to attend non-required training for a role must be requested by the ESP and reviewed for approval in a timely manner. The Early Learning Office will use its discretion for these approvals and any additional compensated time to classroom absence for training attendance.

15-4-3 In the event a new support or curriculum is to be implemented in early childhood, current paid training days or additional paid training days will be utilized for required training.

15-4-4 All required professional development shall be relevant to working with populations of Preschool students.

15-5 New Preschool Employee Wage Placement

15-5-1 A new preschool employee will be placed on the appropriate grade and step of the preschool wage schedule, based on education, experience and licensure.

15-5-1-1 Level 1: DA1/DP1/IH1/IP1: Meets all requirements of the Colorado Department of Human Services for a School-Age Director/Preschool/School Age Enrichment Director

15-5-1-2 Level 2: DA2/DP2/IH2/IP2: Associate’s degree in related field

15-5-1-3 Level 3: DA3/DP3/IH3/IP3: Associate’s degree +20 hours of course work in related field

15-5-1-4 Level 4: DA4/DP4/IH4/IP4: Bachelor’s degree in related field

15-5-1-5 Level 5: DA5/DP5/IH5/IP5: Bachelor’s degree +20 hours of course work in related field

15-5-1-6 Level 6: DA6/DP6/IH6/IP6: Bachelor’s degree +60 hours of course work in related field, or a Master’s degree in a related field

15-5-2 Steps will be granted to new hires as follows:

15-5-2-1 No experience: Step 1

15-5-2-2 1 to less than 3 years of experience: Step 2

15-5-2-3 3+ years of experience: Step 3

Article 16 – Food Service

16 Food Service

16-1 Professional Development

- 16-1-1 Food and Nutrition Services will provide appropriate and required professional development. All FNS employees will be paid while attending required professional development.
- 16-1-2 All FNS employees will be trained in safety practices and procedures, applicable to their specific position. A list of the available FNS professional development offerings will be provided annually to JESPA.
- 16-2 FNS Warehouse employees and delivery drivers will be provided items such as freezer wear, jackets, and gloves.
- 16-3 FNS will develop and maintain appropriate communications and education materials for students and families, to be used at events such as back-to-school night and other events (non-meal-service events) as well as to provide information and education to students and families regarding menu options, how to set purchase and dietary restrictions. A disclosure and a robocall will be sent to all families in the language of their choice, as well as a robocall, to advise families on how to check nutrition content of all menus. The nutrition content posted will include sugar.
- 16-3-1 FNS will communicate the availability of FNS staff to support annual school/community education and support events, such as back-to-school nights, to school leadership. Any additional hours worked at such events by FNS employees will be paid time.
- 16-4 Food & Nutrition Services Managers
- 16-4-1 Food Service sites are classified by the average daily number of meal equivalents (MEQ) served at that site. Food Service Site Managers are assigned to a specific site, and graded into the salary schedule based on the volume of meal equivalents as outlined in the Job Description.
- 16-4-1-1 FS Site Manager 1 equals up to 275 average meal equivalents served per day
- 16-4-1-2 FS Site Manager 2 equals 276-450 average meal equivalents served per day
- 16-4-1-3 FS Site Manager 3 equals 451+ average meal equivalents served per day
- 16-4-1-4 FS Site Manager 1 with Satellite equals up to 275 average meal equivalents served per day
- 16-4-1-5 FS Site Manager 2 with Satellite equals 276-450 average meal equivalents served per day
- 16-4-1-6 FS Site Manager 3 with Satellite equals 451+ average meal equivalents served per day
- 16-5 The MEQ thresholds in 16-4-1-1 through 16-4-1-6 above will be reviewed annually in negotiations.
- 16-6 The MEQ will be reviewed at the end of the first semester, generally by the 15th of January.
- 16-6-1 The MEQ served during the first semester (start of school through the last day of the first semester) will be compared to the prior year average of meals per day.
- 16-6-2 In the event of an increase in the MEQ served during the first semester over the threshold for a site classification, as per 16-4-1-1 through 16-4-1-6, the school site position will be temporarily re-graded to the corresponding grade for the second semester of the applicable school year.
- 16-6-3 In the event of a decrease in the average daily meal equivalents during the first semester under the threshold for a site classification, as per 16-4-1-1 through 16-4-1-6, the incumbent will remain in the same position grade for the second semester of the applicable school year.
- 16-7 The MEQ will be measured for the school year, in April, but no later than April 15th for the annual review.
- 16-7-1 The MEQ served in a school year for each school site (start of school through the date outlined in 17-4 above) will be compared to the prior year average of meals per day.
- 16-7-2 In the event of an increase in the MEQ served during the school year over the threshold for a site classification, as per 16-4-1-1 through 16-4-1-6, the school site position will be re-graded to the corresponding grade.

16-7-3 In the event of a decrease in the MEQ served during the school year under the threshold for a site classification, as per 16-4-1-1 through 16-4-1-6, the incumbent will remain in the same position grade, including receiving any step or cost of living adjustment made each year.

16-8 Following negotiations, all school FS Manager Site classification MEQ will be publicized to all FS Site Managers and JESPA for the following school year assignments.

Appendices

Appendix A - Leave Accrual Table

	Sick Leave	Personal Leave	Paid Leave	Vacation	Bereavement
<i>Prorated, year-round employees</i>	1 workday for each month of service	2 days per calendar year	N/A	1-4 years = 10 workdays 5-9 years = 15 workdays 10+ years = 20 workdays	Two days paid and up to 4 days unpaid per death
<i>Food Service Prep Managers</i>	9-eight hour workdays per school year	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Bus Drivers and assistants</i>	9- eight hour workdays per school year	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Hourly employees</i>	1 hour for every twenty hours worked	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Paraprofessionals and Health Technicians</i>	N/A	N/A	One hour for every twenty (20) hours of service rendered.	N/A	Two days paid and up to 4 days unpaid per death
<i>Preschool</i>	1 workday for each month of service	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death

Accrual details and Caps:

Sick leave is accumulated without limit from year to year. Sick leave does not accrue if an employee is on an approved leave for more than half of a pay period.

Employees shall be allowed to accumulate unused personal leave days from year to year without limit.

Paid leave accumulates without limit from year to year.

Bereavement leave is granted in the case of a death in the family and does not accumulate over time.

Effective September 1, 2007, four (4) hour, two hundred and sixty (260) day employees are entitled to accrue four (4) hour vacation days at the same rate of accrual per year as full-time employees.

The maximum amount of accumulated unused vacation days, at any time, shall be twice the annual allowable vacation.

For the purpose of vacation accrual rate computation, any employee who is hired into a twelve-month position which entitles them to vacation accrual will be credited for months worked as a regular employee.

Appendix B – Sick and Personal Payouts

Sick & Personal Leave Payout Formulas

Upon retirement, employees will be compensated for unused sick and personal leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be retiring from active employment. Years of service will be calculated by totaling all the time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued sick and personal leave hours up to a maximum of six hundred and sixty (660) hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

On September 1, 2007, any employee with sick leave and personal leave accruals greater than six hundred and sixty (660) hours shall have the excess hours identified in a grandfather bank. Upon retirement, hours in the grandfather bank will be paid according to the employee's base salary as of September 1, 2007. This base salary will be adjusted annually on September 1 by the lesser of the annual negotiated COLA or the Colorado Finance Act (CPI). The actual payout upon retirement will be the number of hours in the grandfather bank, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the adjusted base salary as of September 1, 2007.

Appendix C - Paid Holiday Table

	Year Round Employee	School-Based Employee	Bus Drivers and Bus Assistants	Paraprofessionals and Health Technicians
<i>New Year's Day</i>	X	X	X	X
<i>Martin Luther King Day</i>	X	X	X	X
<i>President's Day</i>	X	X	X	X
<i>Memorial Day</i>	X	X	X	X
<i>Juneteenth</i>	X			
<i>Independence Day</i>	X			
<i>Labor Day</i>	X	X	X	X
<i>Thanksgiving</i>	X	X	X	X
<i>Friday after Thanksgiving</i>	X			
<i>Christmas Day</i>	X	X	X	X

Appendix D - Sick Leave Bank

Sick Leave Bank

- 1-1 The sick leave bank provides additional income replacement support to employee-members in times of personal medical need or certain instances of care of a child after all leave accruals are exhausted, including any sick leave, personal leave or other leave.
- 1-2 Eligibility periods are annual periods of 12 months, from July 1 to June 30 of each year.
- 1-3 Employees may become members by donating initially one sick day of 8 hours or the FTE equivalent, to the sick leave bank. By donating, the employee-member can make a request/claim during any period of eligibility.
- 1-4 Employees may enter or maintain membership during the annual benefit open enrollment period. New employees may enter membership at time of hire.
- 1-5 Membership requires 8 hours of donation of sick leave accruals (or paid leave for paraprofessionals and health technicians), or a prorated portion of total FTE, at time of hire and in the annual benefit open enrollment period.
- 1-6 All donations are made to a general sick leave bank fund. No donations are allowed to direct individuals, or specified groups.
- 1-7 Any employee donation contributions are permanent and irrevocable.
- 1-8 Employees may request a benefit from the sick leave bank for personal illness or injury, or serious injury or illness of a child for which the employee provides care.
- 1-9 An employee who receives a benefit from the sick leave bank will be a required participant, donating 8 hours of sick leave per year (or FTE equivalent), for the duration of a career with Jeffco Public Schools.

Requests/Grants

- 2-1 All accrued sick, personal, vacation, compensatory or other leave hours/days must be exhausted before a request may be granted.
- 2-2 Employees will complete a request form and provide requested documentation of injury or illness in order to be considered for a grant of hours/days. Requests may be granted based on an appropriate qualified injury or illness that meets the standard definitions of FMLA or short-term disability, and uses these approval periods as method for determining days/hours granted.
- 2-3 Employees in their first three years of employment may request a family hardship grant. To do so, employees will complete a request form for family hardship, specifically for the care of a child with severe injury or illness. An award may be made up to a maximum of 10 days only. This is available only to employees in the first three years of employment, and only one time in the employee's career.
- 2-4 Requests/Grants can be made for full days of absence and for intermittent absences in cases of demonstrated need.
- 2-5 Maximum grant allowance for personal injury or illness is 30 days; in the event an employee is receiving other income replacement through district programs/insurances, the sick leave bank may grant only up to 30 days of insurance offset.
- 2-6 Any granted but unused hours/days will be returned to the sick leave bank fund for use by other employees in need.

Program Management

- 3-1 The program will have oversight from the Benefit Advisory Committee, or in absence of a Benefit Advisory Committee, any other committee designated by the Chief Human Resources Officer, which includes representation of the JESPA.
- 3-2 The program must meet any and all legal requirements as identified by the district.
- 3-3 The Human Resources Department will manage the donation/enrollment process, request/grant review, and program management.
- 3-4 The Human Resources Department will maintain program guidelines related to enrollment, eligibility, usage, implementation, and reporting.
- 3-5 Annual reporting will be provided to the Benefit Advisory Committee, including summary of donated hours, granted hours, grants made and denials of grants.
- 3-6 At the end of each program year, any days/hours remaining in the program account will carry over to the following year for granting to employees.
- 3-7 If days/hours are exhausted in any program year, the program will be suspended until the following benefit enrollment period, when annual enrollment collects new days/hours.

MEMORANDUM OF UNDERSTANDING
JESPA/JCEA/Jeffco Regarding the Benefits Advisory Committee

This memorandum of understanding (“MOU”) is made and executed by and between Jefferson County School District R-1 (“the District”), the Jeffco Education Support Professionals Association (“JESPA”) and the Jefferson County Education Association (“JCEA”), and is intended to clarify expectations, structure, roles, and responsibilities for Benefits Advisory Committee (“BAC”).

Mission:

The District will partner with JESPA, JCEA, and the Jefferson County Administrators Association (“JCAA”) to improve employee health and welfare benefits in terms of cost, coverage, and service providers in an effort to provide the best possible benefits at the most affordable cost

Purpose:

This MOU will establish a Benefits Advisory Committee with a clear direction and clear definition of its role and responsibilities. This Committee is an advisory body only and any changes recommended will be forwarded to a joint JCEA/JESPA bargaining team for negotiating a final agreement. The District and the Associations are committed to maintaining high quality health and welfare benefits and wellness program(s). The parties agree to a good faith effort and commitment to maintain a program which is comprehensive and cost-effective. In an effort to analyze, understand, and minimize costs, the BAC will meet on a regular basis.

Voting Members

- The BAC will be comprised of three (3) representatives from JESPA, JCEA and JCAA* and will be selected by the Associations in a manner determined by the Associations.
- The aforementioned nine (9) Association representatives of the committee will vote on recommendations to be shared with the bargaining teams. There must be a quorum of five (5) to move forward with any recommendations.
- Substitutes from constituent groups will be allowed to vote, however, they will not be provided a review of previous work and conversations during BAC meetings as a means for operating efficiently throughout the process.

Role of Committee:

The BAC will have the responsibility of reviewing and evaluating District benefits programs and other outside benefit options including but not limited to benefit plan design premium costs, insurance carriers, and vendor management.

The BAC will be a partnership between JESPA representatives, JCEA representatives, JCAA representatives, and the District. It will also include three (3) District Administrators as non-voting participants. These representatives will convene and work together with the purpose of accomplishing the following goals:

- Research and present to our bargaining units, the best health and welfare benefit options which are cost effective and provide a range of services and providers to meet the health and wellness needs of participating District employees.

- To provide input and recommendations the BAC will evaluate and monitor wellness programming with the goal of improving employee physical and mental health.
- Review vendor service level agreements and performance metrics to assist in recommending plan and vendor improvements. Create, issue, and review employee surveys to assist in understanding employee concerns and desired changes.
- The committee must receive health benefits information from mutually agreed upon sources in order to understand the healthcare systems and market including specific health plans, and their benefits and costs.
- The BAC's plan recommendations that are ultimately negotiated by the JESPA and JCEA bargaining teams will be offered to all eligible employee groups.
- The BAC may recommend contribution strategies to the bargaining teams.

Committee Chairs:

- One representative from JESPA, one representative from JCEA, will serve as co-chairs in collaboration with the Director of Employee Benefits

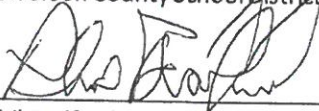
Operating principles of committee:

- All meetings will be held in person at the Education Center
- The Director of Employee Benefits will serve in a staff support and advisory role to accomplish the BAC's goals.
- The agenda will be mutually created by the association co-chairs in consultation with the Director of Benefits to include vendor presentations, consultant participation and any other information determined to be relevant to the work.
- The committee will recommend and assist in issuing RFPs in accordance with the District's procurement requirements for benefit vendors and consultants if deemed necessary by the voting members of the committee. An RFP committee will be formed and will include representatives from the BAC.
- The BAC will have shared access via a digital filing system to contracts between the District and the carrier(s) and any relevant data necessary to monitor claim(s), service(s), policies, and coverage.
- Any and all documentation needed to be reviewed by the BAC must be provided to the committee members no less than fourteen (14) working days prior to the scheduled meeting unless circumstances exist when information isn't available within this timeframe. Committee members will be informed of the circumstances for not being able to provide the information within the timeframe expected.
- Minutes will be taken during the meeting by the District and be available on shared digital filing system for BAC members. Meetings will also be recorded.
- The voting members may choose to caucus privately.
- Meetings will be scheduled monthly but may be canceled by a vote of the BAC. A minimum of four (4) meetings will occur annually.
- All JESPA and JCEA members of the BAC will be paid their regular salary/wages and/or provided substitute coverage, to attend BAC meetings.
- The BAC may require financial resources. If needed, the BAC may submit financial proposals to the district to accomplish their work, purposes, and goals.

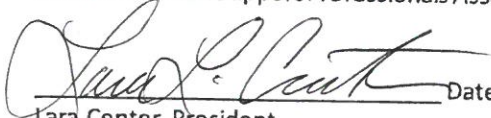
The BAC will operate under these agreements until other agreements are mutually agreed upon by the parties.

*JCAA is included here as a courtesy because they represent an employee group, but they are not a party to this MOU.

Jefferson County School District R-1

 Date: 10/5/22
Phil Bedford, Employee Relations

Jeffco Education Support Professionals Association

 Date: 10/11/22
Lara Center, President

Jefferson County Education Association

 Date: 10-5-22
Brooke Williams, President