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COLLECTIVE BARGAINING AGREEMENT

**September 1st
2025**

**August 31st
2031**

Revised July 2026



Collective Bargaining Agreement

Between



JEFFCO PUBLIC SCHOOLS

And



Board of Education

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

Superintendent of Schools

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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 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 "Bargaining Unit" The bargaining unit shall include hourly non-exempt employees defined in Article 1 currently employed as Education Support Professionals. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or employee(s). Excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees, solely tuition-based program personnel, armed personnel, emergency dispatchers, and temporary employees.
- 1-2 "Board" refers to the Jefferson County School District Board of Education.
- 1-3 "Budget Year" means July 1 to June 30 of the following year.
- 1-4 "Confidential employees" refers to someone who assists and acts in a confidential capacity and has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.
- 1-5 "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.
- 1-6 "Day" shall mean a calendar day unless otherwise specified.
- 1-7 "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.
- 1-8 "Employee" or "Education Support Professional ("ESP")" is a bargaining unit member and includes hourly non-exempt employees to the district.
- 1-9 "Essential/Emergency Personnel" are defined as those employees who may be required by their supervisor to perform their job duties during a delayed start, emergency closure, or Public Health Emergency. These employees should be designated by their manager and informed of their essential/emergency status well before a delayed start occurs. If employees are unsure if they are designated as essential/emergency, they are encouraged to ask their immediate supervisor for clarification.
- 1-10 "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.
- 1-11 "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.

- 1-12 “Hourly” refers to education support professionals whose workweek is determined by the school or department.
- 1-13 “Impasse” refers to a potential outcome of negotiations where a party declares that negotiations have become deadlocked and Agreement is unable to be reached.
- 1-14 “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.
- 1-15 “JESPA” or “Association” refers to the Jeffco Education Support Professionals Association.
- 1-16 “Non-Essential Personnel” All employees not deemed as essential/emergency by their supervisor are considered non-essential personnel.
- 1-17 “Overtime” refers to hours worked in excess of forty (40) hours in a scheduled workweek.
- 1-18 “Probationary employee” refers to a newly hired employee who has not yet completed their probationary employment period.
- 1-19 “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.
- 1-20 “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.
- 1-21 “Reduction in force” means the elimination of any JESPA represented job in a school or department.
- 1-22 “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.
- 1-23 “School District” or “District” refers to Jefferson County School District.
- 1-24 “Seniority” is measured by the continuous service period defined in Article 1.5.
- 1-25 “Temporary employees” are those assigned a short-term time bound job not to exceed sixty (60) working days. This does not include summer work, seasonal work, or extra duty performed by an existing member of the bargaining unit.
- 1-26 “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.
- 1-27 “Workday” shall mean the regularly scheduled workday according to the employee’s days worked calendar.
- 1-28 “Workweek” shall begin at 12:01 a.m. Sunday and continue through 12:00 midnight the following Saturday.

Article 2 – Recognition, Bargaining Unit and Outsourcing

2 Recognition, Bargaining Unit and Outsourcing

2-1 Recognition

2-1-1 The Board recognizes JESPA as the sole and exclusive bargaining agent for the Education Support Professionals employed by the District as identified in Article 1. The District agrees that employee rights are covered under this contract.

2-2 Bargaining Unit Work

2-2-1 During the term of this Agreement any new positions, job titles, or classifications aligned to the definition of employee in Article 1 created by the District that fall within the general scope of duties and responsibilities similar to those performed by current bargaining unit members, and have not been designated by the District as administrative, confidential, or part of the JCEA Bargaining Unit, shall be considered bargaining unit work and covered under this agreement. Any position which is included in the JESPA bargaining unit and subsequently moved to a different non-JESPA employee group will be moved only after consultation with JESPA.

2-2-2 The District agrees to notify and meet with the Association and attempt to resolve any dispute over the designation of a new position as administrator, confidential, or JCEA bargaining unit.

2-2-3 If agreement cannot be reached within a reasonable time, the matter shall be subject to bargaining procedures.

2-3 Outsourcing

2-3-1 If the District ever considers outsourcing professional services to maintain operations, the District will give JESPA advanced notice. The District will meet with JESPA to discuss alternatives to outsourcing before the contract is finalized. For the purpose of this Article, advanced notice shall mean at least thirty (30) days prior to the issuance of a Request for Proposal (RFP).

2-3-2 If the District issues a RFP for such services, JESPA shall be issued a copy.

2-3-3 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.

2-3-4 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. 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 services or functions performed by employees in ESP positions. The CWG will discuss 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 contracted services. 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.

2-3-5 The District must not engage in layoffs or reduction in scheduled hours or bargaining unit members to facilitate the use of contracted service providers.

2-4 “Employee” is a bargaining unit member per Article 1 and includes hourly non-exempt employees of the District.

- 2-5 “Bargaining Unit” The bargaining unit shall include hourly non-exempt employees defined in Article 1 currently employed as Education Support Professionals. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or employee(s). Excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees, solely tuition-based program personnel, armed personnel, emergency dispatchers, and temporary employees.
- 2-6 “Temporary Employees” are those assigned a short-term time bound job not to exceed sixty (60) working days. This does not include summer work, seasonal work, or extra duty performed by an existing member of the bargaining unit.
- 2-7 “Confidential Employee” refers to someone who assists and acts in a confidential capacity and has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.

Article 3 – Association Rights

3 Association Rights

3-1 Association Rights

3-1-1 Bargaining Unit List – 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.

3-1-2 Dues Deductions

3-1-2-1 The District agrees to deduct from the paychecks of Association members, dues for JESPA as employees have individually and voluntarily authorized in writing via the JESPA membership form, and to transmit the monies to JESPA or its designated agent.

3-1-2-2 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.

3-1-2-3 JESPA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the value within the current formula calculating the rate of membership dues sixty (60) days prior to the effective date of such change. Any changes to the formula will require planning and time determined subject to resource availability.

3-1-2-4 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).

3-1-3 Association Release Time

3-1-3-1 The District shall grant the JESPA Executive Board four (4) hours of release time per month for the purpose of attending its regular monthly meeting. JESPA will schedule its regular Executive Board meetings at times, which will cause minimal workplace disruption.

3-1-3-2 Upon application and acknowledgement by the office of Labor Relations, the District will grant and pay for release time to individuals identified by JESPA for the purpose of grievance representation, grievance investigation and/or disciplinary representation, as outlined in Article 16.

3-1-3-3 Upon application and approval from the office of Labor Relations, the District may grant additional release time to individuals identified by JESPA for the purpose of association business.

3-1-3-4 JESPA shall give the office of Labor Relations a minimum of five (5) days advance notice of its need for association release time.

3-1-3-5 JESPA will reimburse the District for any release time identified in this article.

3-1-4 JESPA President

3-1-4-1 The District shall release the President of 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 JESPA.

3-1-4-2 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 JESPA.

3-1-4-3 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.

3-1-4-4 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.

3-1-4-5 All District leave banks, as outlined in Appendix A, will be frozen at the time of release and shall be restored once and if the President resumes a District assignment in accordance with Article 10.

3-1-4-6 The District will hold the released President's position for two (2) years. After two (2) years, the District will collaborate with JESPA to find a mutually agreeable position at the end of the JESPA President's term.

3-1-5 Additional Release-Time Designee

3-1-5-1 The District shall release the additional designee from their regular assignment during their term of office. The additional JESPA designee 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 JESPA.

- 3-1-5-2 The additional JESPA designee's annual salary shall adjust in accordance with any negotiated compensation changes unless another arrangement is mutually agreed to by the District and JESPA.
- 3-1-5-3 JESPA shall reimburse the District for the additional JESPA designee's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the additional designee's employment with the District.
- 3-1-5-4 JESPA shall be responsible for monitoring the additional designee's work, performance, and attendance. Consequently, the additional designee will not be required to report time off to the District.
- 3-1-5-5 All District accrued leave banks, as outlined in Appendix A, will be frozen at the time of release and shall be restored once and if the additional designee resumes a District assignment in accordance with Article 10.
- 3-1-5-6 The District will hold the released additional designee's position for one (1) year. After one (1) year, the District will collaborate with JESPA to find a mutually agreeable position at the end of the additional designee's term.

3-1-6 Building and Department Representation

- 3-1-6-1 JESPA shall have the right to at least one representative at each worksite. JESPA shall designate its representative and any alternates in writing and shall provide the Labor Relations office with a master list by February 1 of each year during the term of this Agreement.
- 3-1-6-2 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.
- 3-1-6-3 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.
- 3-1-6-4 The District and JESPA agree that it is important for employees to understand the terms of their employment as provided in this Agreement. Therefore, JESPA will be provided an opportunity to present at department or group staff meetings or trainings to inform staff of relevant Agreement terms. JESPA must have at least fifteen (15) minutes to present.
- 3-1-6-5 The District will provide an in person new employee orientation each month 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. Employees will be compensated for their attendance at their regular rate of pay. The District must include a JESPA-produced orientation video for the District's online orientation. The District will include JESPA in future orientation planning sessions.
- 3-1-6-6 No employee shall be singled out, retaliated against, or discriminated against because of their involvement with JESPA. Indeed, this provision is subject to the grievance procedure.

3-1-7 Use of District Facilities and Communication Services

3-1-7-1 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.

3-1-7-2 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.

3-1-7-3 JESPA shall have the right to deliver its materials through the school delivery service. 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 JESPA and a mutually agreed upon delivery date will be established.

3-1-7-4 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; JESPA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.

3-1-7-5 As a courtesy, copies of department, school, or District wide materials shall be provided to the Communications office before distribution.

3-1-7-6 JESPA shall have the right to review an employee's official personnel file by making a written request. The employee must give written permission.

3-2 Retained Management Rights

3-2-1 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.

3-2-2 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.

3-2-2-1 Nothing contained in Article 4-1-1 shall be construed to limit the discretion of the District to confer with employees in the process of developing policies or procedures.

3-2-3 Opening and Closing of Schools

3-2-3-1 The District and JESPA agree to develop mutually agreed upon procedures concerning any staffing changes, wage changes, or changes to working conditions, necessitated by any of the following: 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 ESPs when a grade level or other group of students is moved from one school or facility to another, and school boundary changes.

3-3 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 Labor 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.

3-4 Meet and Confer

3-4-1 District Policies and Regulations are maintained on-line and accessible to JESPA. The District will provide copies of any proposed changes to Policies and/or Regulations to JESPA when they are presented to Cabinet for a fifteen (15) day study.

3-4-2 Employee handbooks must comply with this Agreement, District policy and the law. Electronic copies will be provided to JESPA when changes are made.

3-4-3 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

3-5 Collaborative Committees

3-5-1 The District conducts work with many committees and groups, which engage Education Support Professionals (ESPs) and JESPA for support and input. The District will request nominees from JESPA for committees which allow for ESP representation. The District will seat JESPA appointees to committees equal to other stakeholder groups that are specific to collective bargaining provisions. Other committees which will accept appointments from JESPA include, but are not limited to professional learning, benefits advisory, wage, district accountability, transportation safety, food policy, and sustainability, etc. Each July, the District will supply the Association a list of active committees and any available information regarding membership/appointment timelines. In the event that a new committee is created which requires ESP representation, the District will notify JESPA. The Association may inquire at any time about the provisions of committee membership and current committee membership.

3-6 Sustainability

3-6-1 The District shall work with JESPA and representatives of the community to develop and implement sustainability policies. The District shall support and encourage recycling and composting.

Article 4 – Agreement Authority and Bargaining Amendments

4 Agreement Authority and Bargaining Amendments

4-1 Authority and Interpretation

- 4-1-1 The term of this Agreement shall commence September 1, 2025, and shall expire at midnight on August 31, 2031, unless extended through the negotiations process outlined in Article 4. During this term, the District and JESPA will carry out the commitments contained herein and give them full force and effect.
- 4-1-2 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.
- 4-1-3 In any matter not explicitly covered by this Agreement, Board or Department policy shall control.
- 4-1-4 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.
- 4-1-5 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.

4-2 Conducting Negotiations

- 4-2-1 The Board, through its designated representatives, shall meet with representatives of JESPA and shall negotiate for the purpose of modifying this Agreement.
- 4-2-2 All provisions of this Agreement, including those pertaining to compensation, benefits, and other terms and conditions of employment will be subject to negotiations at regular intervals as specified herein. The District and JESPA will engage in ongoing negotiations that may include, but are 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, sick leave payout, workplace safety measures, professional learning, job security provisions, any proposed changes in education support staffing, and other matters regarding ESP working conditions.
- 4-2-3 Reopener: In addition to compensation and benefits, in 2028 each party to this Agreement shall have the option to submit three (3) items, related to articles within the agreement, of their choice for negotiation, items for mutual Agreement, and task force initiatives. Additionally, either party may request a reopener per the language in Article 10.
- 4-2-4 Each negotiation team will not exceed ten (10) representatives excluding alternates.
- 4-2-5 Negotiations Timeline
 - 4-2-5-1 Negotiation dates for a scheduled reopener or successor agreement will be scheduled by October 15th of those years.
 - 4-2-5-2 Proposals for negotiations will be communicated between the parties at the first scheduled negotiations session.

4-2-5-3 Negotiations will be conducted at mutually agreed to times and places provided that the first meeting of a scheduled reopener or successor agreement shall be held no later than March 1st of those years. The parties may extend the date of the first meeting by mutual consent.

4-2-5-4 The parties shall attempt to reach an agreement by May 31st of the year of a scheduled reopener or successor agreement. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.

4-2-5-5 Negotiations for a successor Agreement shall commence automatically. The District and JESPA, through their designated representatives, shall meet and negotiate for the purpose of reaching Agreement.

4-2-6 The Board and JESPA, through their representatives, shall jointly develop written procedures for negotiations at the first public bargaining session of a scheduled reopener or successor agreement negotiations.

4-2-7 The parties agree to engage in negotiations using a traditional bargaining model. This model will involve the direct exchange of redline proposals and counterproposals that clearly delineate each party's changes to contract language. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

4-2-8 It is understood that any Agreement is tentative until agreement is reached on all items in negotiations.

4-2-9 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4-3 Adopting Agreements

4-3-1 Once a tentative Agreement has been reached on all items in negotiations, the Agreement will be reduced to writing and presented by JESPA to its membership for ratification within thirty (30) days after the tentative Agreement is signed by a representative of each team. 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.

4-3-2 Within thirty (30) workdays following ratification by 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 Collective Bargaining Agreement shall be made by September 1 of that year.

4-3-3 After ratification of the agreement by both parties herein, the District shall have copies of the Agreement prepared in English and Spanish, as soon as feasible and deliver them to the Association. JESPA will provide to the district the number of copies needed for their members. Both parties shall be provided with and maintain an electronic copy of the Agreement in both languages.

4-4 Impasse Resolution

4-4-1 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 JESPA, through their representatives, to reach a voluntary Agreement.

4-4-2 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:

4-4-2-1 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.

4-4-2-2 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.

4-4-2-3 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.

4-5 Conducting Mediation

4-5-1 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.

4-5-2 The mediator will meet with the District and JESPA, through their representatives, either separately or together, to mediate the disputes.

4-5-3 To the extent that a Tentative Agreement is reached as a result of mediation, the procedures provided in Article 4-3 will follow. If mediation fails in whole or in part, the process shall move to fact finding.

4-5-4 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 JESPA.

4-6 Conducting Fact Finding

4-6-1 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 4-4-2.

4-6-2 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.

4-6-3 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.

4-6-4 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 4-6-3.

4-6-5 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 JESPA.

4-6-6 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.

4-6-7 If there are unresolved issues after fact-finding, the parties will revert to status quo.

4-7 Maintenance of Status Quo

4-7-1 The terms and provisions of this Agreement shall remain in full force and effect until the parties enter into successor Agreement.

Article 5 – Respect

5 Respect

5-1 The District is committed to maintaining a professional and respectful working environment for all employees. All employees shall be treated with dignity and respect.

Article 6 – Staffing

6 Staffing

6-1 Staffing Levels

6-1-1 The District is committed to maintaining effective staffing practices that support student success and the delivery of quality educational programs. While no minimum staffing levels are guaranteed, the District will identify appropriate staffing metrics – such as ratios of Education Support Professionals (ESPs) to students or other operational benchmarks – based on unique requirements of each classification within the bargaining unit.

6-2 Annual Review and Adjustment

6-2-1 Staffing levels shall be reviewed annually and will be shared with JESPA. These levels may be adjusted as necessary, based on changes in student enrollment, program requirements, and other relevant factors. JESPA will be provided all data and methodologies used to determine staffing levels, including workload data, student ratios, and any external benchmarks or recommendations.

6-3 ESP Work Year Calendars

6-3-1 ESP number of workdays plus holiday days for all job codes will be provided to JESPA on a yearly basis.

6-3-2 Education Support Professionals (ESPs) assigned to year-round or non-school-based roles shall have a standard work year of 246 workdays per year, in addition to holidays as identified in Article 12. Work year calendars for non-school based ESPs will be established by departments in collaboration with Human Resources and will be determined based on essential services provided to students and professional learning/training needs.

6-3-3 School based ESPs will have a consistent work year calendar determined by their job code and shall be no fewer than student contact days plus four (4) professional learning days, in addition to holidays as identified in Article 12.

6-3-4 Affected employees and JESPA will be notified of any proposed changes to work year calendars a minimum of thirty (30) workdays in advance. The District agrees to collaborate with JESPA on changes prior to implementation.

6-4 Addressing Staffing Shortages

6-4-1 In the event of staffing shortages, the District shall:

6-4-1-1 Collaborate with JESPA to develop long-term solutions to address current shortages and prevent future shortages, and identify temporary measures such as offering additional hours to current part-time ESPs, overtime pay or extra duty pay for full-time ESPs, hiring temporary staff, or other agreed upon actions.

6-4-1-2 If positions are contracted, they will be considered vacancies and must remain posted.

Article 7 – Work Assignments

7 Hiring and Work Assignments

7-1 Position Advertising

7-1-1 The District must post all new or existing vacant positions. Vacancies must be advertised on the Jeffco Job Board and may be advertised internally and externally to attract a diverse pool of qualified candidates and provide current employees opportunities for career advancement or change. HR will provide JESPA with regular updates on current postings to ensure timely communication of job openings. Postings must not contain language that discourages applications.

7-1-2 Job postings must follow a standardized template, be posted for a minimum of five (5) workdays, and must include the following information as reflected in the current hiring handbook shared with JESPA:

- Position title
- Department and specific location or geographic/articulation area, when appropriate
- Assignment level (elementary, middle, high school, etc.), if applicable
- Closing date
- Number of hours/FTE
- Pay grade and wage
- Job Description
- Benefits

The District may post pooled positions to address roles with high turnover or a consistent need for recruitment.

7-2 Transfer

7-2-1 Voluntary Transfers

7-2-1-1 Prior to holding an interview process that includes external candidates, the District shall first offer the opportunity for a voluntary transfer to existing qualified employees of the same job code.

7-2-1-2 The District shall notify all employees in the job classification of the vacancy via the Job Board and allow five (5) workdays for voluntary transfer requests before moving forward with hiring. Interested employees shall submit written requests for transfer to the hiring manager.

7-2-1-3 The supervisor may review staffing levels and operational needs prior to approving a voluntary transfer request. If the transfer impacts an operational need the transfer may be delayed. Additionally, performance concerns and incidents of misconduct within the past twelve (12) months may be considered prior to approval.

7-2-1-4 In cases where there are multiple requests to be transferred into one vacant position, administration should post the vacancy in accordance with Article 7. If there are no significant differences between internal candidates seniority will be the determining factor.

7-2-2 Involuntary Transfers

7-2-2-1 The District may administratively transfer employees into vacant positions without adhering to posting procedures. However, these involuntary transfers may not be used for promotions or demotions. Transfers must be based on legitimate operational or educational needs and not arbitrary or capricious.

7-2-2-2 In cases of an involuntary transfer, the affected employee will be notified by the appropriate administrator of the transfer and the reason for it, with at least two (2) weeks' notice. Human Resources will also inform JESPA of the transfer.

7-2-2-3 When multiple vacancies are filled through involuntary transfers, the District must solicit employee preferences for location. If multiple employees request a transfer to the same position, candidates will be placed in order of seniority.

7-3 Application Process

7-3-1 Employees seeking a vacant position must apply for the open position on the Jeffco Job Board.

7-3-2 If an employee is screened out of consideration, due to not meeting minimum qualifications, the hiring manager will notify the employee prior to moving forward with the selection process.

7-3-3 All active employees, except those on administrative, investigative, or discipline-related leave, are eligible to apply for positions within the District.

7-4 Selection Process

7-4-1 The hiring manager will be identified in the record for every hiring folder. Department and school hiring managers will compose a selection committee to evaluate and select the best qualified candidate. Selection committees must be comprised of at least three (3) members, one (1) of which is a JESPA bargaining unit employee as defined in Article 1. Hiring managers will provide committee members with the appropriate portions of the current hiring handbook for review.

7-4-2 The hiring manager, with input from the selection committee, will determine the tools that will be used for the selection process. Tools may include, but are not limited to resumes, interviews, written tests, practical tests, work simulations, reference checks, and other generally accepted job appropriate selection tools. Those who meet the minimum qualifications outlined in the job description will move forward in the selection process. The agreed upon selection tools will be applied equally to all applicants.

7-4-2-1 Employee evaluations, performance management, and corrective action documentation are not to be shared with the selection committee.

7-4-3 Final recommendation to the hiring managers will be based on the selection committee's assessment of each applicant's qualifications against the selection criteria including:

- A. Requirements of the advertised position;
- B. Qualifications of the applicant;
- C. Applicant's overall relevant work history/relevant experience; and
- D. Reference check conducted by hiring manager

7-4-4 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. The hiring manager will consider the selection committee's recommendation when making a hiring decision. If the hiring manager rejects the recommendation, the reason must be documented and reviewed by HR.

7-4-5 If no significant differences are found between top candidates in qualifications, assessments, interviews, or references, internal candidates will be preferred over external, and the candidate with the most seniority will be awarded the position.

7-4-6 The hiring manager will notify candidates not selected after the finalist has accepted the position, but before the selection is announced. Upon request, employees will receive feedback on why they were not selected and guidance on improving future applications.

7-4-7 A JESPA representative may request and review a hiring/bid folder within five (5) workdays of a perceived violation of the hiring process (e.g., failure to notify the employee in advance, failure to offer an interview, or the hiring of another candidate) by contacting Labor Relations, who will oversee the process.

7-5 Probationary Period

7-5-1 Newly Hired Employees

7-5-1-1 Newly hired employees will be considered probationary until they have completed ninety (90) working days.

7-5-1-2 At the end of the probationary period, if the employee's supervisor determines their performance is satisfactory, the employee will no longer be on probationary status.

7-5-1-3 At the end of the probationary period, if the employee's supervisor determines their performance is less than satisfactory, the employee's probation period may be extended up to sixty (60) additional working days to demonstrate satisfactory performance.

7-5-2 Promotional Probationary Period

7-5-2-1 If 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 pay rate equal to that which they held prior to the promotion.

7-5-2-2 The assignment shall continue until a vacancy arises that matches the employee's pre-promotion position. At that time, the employee may be administratively transferred into the vacant position.

7-5-3 Probationary employees are not entitled to 'just cause'.

7-6 Duties Assigned

7-6-1 Employees shall not be assigned duties that fall outside the scope of their job description.

7-6-2 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 and told of the changes to the required duties. JESPA will be provided an updated job description when changes are made.

7-6-3 If changes to an employee's job description require additional training, the District will provide the necessary training before the new job functions are used in the employee's evaluation.

7-6-4 An employee who is assigned the duties and responsibilities of a higher classification by the appropriate department administrator or lead, with approval of their supervisor, will be paid appropriately in accordance with Article 10.

7-6-5 Lead Employees

7-6-5-1 Lead employees may assign tasks, provide input on performance, draft evaluations, assist with training, and relay operational concerns to supervisors. Additionally, Leads may participate in discussions related to corrective action and grievance resolution when directly involved.

7-6-5-2 Leads may provide guidance to employees as part of their role in offering clarification of expectations. Leads may document discussions in writing for reference.

7-6-5-3 While Leads play an important role in supporting operational effectiveness, they may not issue formal discipline, hire, fire, promote, demote, or reassign employees. However, Leads may provide documented feedback and recommendations to supervisors regarding staffing and operational needs. Leads may be included in discussions related to corrective action or performance deficiencies, when appropriate, particularly if they have relevant information regarding employee performance or conduct.

7-6-5-4 Leads will not be held accountable for administrative decisions made by management and will not face disciplinary action or retaliation for adhering to the responsibilities outlined in this Agreement. Bargaining unit Leads retain all rights under this Agreement as JESPA-represented employees, including the right to union representation and participation in union activities without discrimination. The designation of Lead does not alter their bargaining unit status.

7-7 Maintaining Qualifications

7-7-1 Cost Coverage

7-7-1-1 The District will cover the upfront cost of fingerprinting, which then will be reimbursed as after-tax deductions, and split evenly across the employee's first two paychecks.

7-7-2 Compensation for training

7-7-2-1 Required learning, and mandatory training will be provided during the workday. If required learning, or mandatory training must be offered outside of the workday, employees will be compensated at their regular hourly rate.

7-7-3 Certifications

7-7-3-1 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 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.

7-7-3-2 During this thirty (30) day makeup period an employee may be demoted to a lower classification while they work to secure the necessary qualifications or placed on unpaid leave if the employee chooses.

7-7-3-3 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, including travel time.

7-7-3-4 Ultimately, if an employee fails to secure the requisite job qualifications within the thirty (30) day grace period, the employee may be disqualified from their position and either reassigned, demoted, or terminated with rehireable status.

7-8 Multiple Jobs

7-8-1 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 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.

7-8-2 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 9.

Article 8 – Safety

8 Safety

8-1 Communication

8-1-1 In cases of an accident, assault, or incident involving head injury or other bodily harm, 911 shall be called if appropriate. No employee shall face disciplinary action, retaliation, or adverse employment consequences for contacting emergency services (911) in good faith due to an immediate safety concern.

The District expectations for use of 911 will be made available to all ESPs during orientation and at the beginning of each school year. ESPs will receive training on emergency response procedures appropriate to their worksite.

8-1-2 ESPs will not be disciplined for sharing or receiving relevant student safety plan and/or behavior information upon supervision transfer to another ESP in compliance with FERPA regulations. Confidentiality must be upheld.

8-1-3 Administrators shall communicate student safety plans, behavior plans, and discipline information concerning any student enrolled in the district to all ESPs who have direct contact with that student. Any school employee who is provided this information shall maintain its confidentiality and shall not communicate it to any other person.

8-2 Transportation

8-2-1 Each bus terminal will provide powered equipment to use for snow removal. Maintenance and operation responsibilities shall be assigned appropriately.

8-2-2 Bus assistants shall be assigned based on documented student needs, and route-specific requirements. Drivers may make an official request for an assistant for the safe operation of the bus based on documented student incidents and may be approved based on staffing availability and immediate safety concerns.

8-3 Emergency

8-3-1 ESPs shall be notified of threats, weather, and other emergencies in alignment with district protocols. Notifications will be issued as soon as it is practical and safe to do so.

8-4 Training

8-4-1 An annual overview and training of the district's site specific and location specific emergency response procedures will be provided to all ESPs and posted where they work.

8-4-2 Paid CPR/first aid training will be provided every two years for ESPs whose roles require it. ESPs who request CPR training, but for whom it is not a job requirement, will be considered and not be denied if there is space available. Crisis Prevention Intervention (CPI) or de-escalation training will be provided to ESPs working with students at risk of crisis. Training availability will be scheduled based on operational needs.

8-4-3 Within thirty (30) days of hiring, and annually within twenty (20) days of the first student contact day, student facing ESPs will be provided with training on the prevention, intervention, and disciplinary processes from the District Prevention and Intervention Manual selected at their specific site.

8-5 Security

8-5-1 ESPs will be trained annually on proper reporting procedures to ensure their safety upon hire and annually each year prior to September 1st.

8-5-2 ESPs may refuse requests or directives that may create a risk of injury or death.

8-5-3 Supervisors must ensure that the phone number for dispatch is displayed on or near all district phones.

8-5-4 Additional patrol for mountain schools will be evaluated based on risk assessments and available resources.

8-5-5 All schools shall have security camera coverage at all designated visitor entrances to the building.

8-5-6 Before and after school hours, ESPs who are scheduled to work will have systems in place to ensure their safety when other staff are not present.

8-6 Site Specific

8-6-1 The District and JESPA recognize the importance of students having equitable access to sensory and social/emotional resources necessary to support every student in their site(s). The District will provide recommendations of non-consumable resources based on student need.

8-6-2 Independence Support Paraeducator (ISP) staffing will be determined by the student IEP Team based on student needs. Should it be necessary for an ISP to support a student 1 on 1, the time and expectations will be outlined in the student's IEP.

8-6-3 Two staff members must be present during toileting, protecting both students and staff from potential abuse situations.

8-6-4 Drinking water testing will be conducted per EPA and state health guidelines. Test results will be made publicly available, and remediation plans will be prioritized based on severity.

Article 9 – Attendance

9 Attendance

9-1 General Expectations

9-1-1 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.

9-1-2 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.

9-1-3 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 12, the employee has leave hours available and receives approval for non-sick leave related absences.

9-1-4 Unexcused absences include, but are not limited to when an employee fails to 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.

9-1-5 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.

9-2 Fitness for Duty

9-2-1 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 duration 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.

9-2-2 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.

9-2-3 Upon advanced notice to the employee, the employee may be 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.

9-2-4 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.

9-3 Paid Rest Breaks and Unpaid Meal Breaks

9-3-1 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.

9-3-2 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.

9-3-3 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.

9-4 Holidays

9-4-1 Employees will receive a number of paid holidays as provided in Appendix C.

9-5 Compensatory Time

9-5-1 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.

9-5-2 Compensatory time off will be granted at one and one-half (1.5) times the number of overtime hours worked.

9-5-3 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 10-5.

9-5-4 Accrued compensatory time is limited to sixty (60) hours.

9-6 Paraprofessional Work Schedules and Hour Changes

9-6-1 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.

9-6-2 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.

9-6-3 In instances where an employee is terminated as a result of hour reductions, the District will follow Article 15 (Reductions in Force).

Article 10 – Compensation

10 Compensation

10-1 Placement, Annual Advancement and Longevity Pay

10-1-1 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.

10-1-2 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 1-5 and years of continuous service earned prior to leaving the District's employment shall be credited towards the career increments.

10-1-3 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.

10-1-4 When an employee is promoted to a higher classification that requires materially similar essential duties and responsibilities, the employee will be placed on the same step in the new grade as the employee held just prior to the promotion.

10-1-5 When an employee is promoted from one position to another of a higher grade which requires materially different essential duties and responsibilities, 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.

10-1-6 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.

10-1-7 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.

10-1-8 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.

10-1-9 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.

10-1-10 Pay Frequency

10-1-10-1 New hires will receive accelerated pay. This means provided employees who start between the 16th and 26th of the month will receive a partial paycheck issued on or around the 2nd day of the following month. Employees hired/rehired between the 27th and 15th of the month will receive their first paycheck on the standard monthly pay cycle, which occurs the last working day of the month.

10-1-10-2 The District agrees to discuss with JESPA the impacts of ERP implementation, including, but not limited to pay frequency, and proration, no later than June 30, 2027. A joint communication plan shall be reached prior to any changes taking effect.

10-2 Reclassifications

10-2-1 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 Article 2-3. 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.

10-2-2 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.

10-3 Premium Pay

The District and JESPA recognize the contributions of ESPs providing the essential service of snow removal when their regular shift has been disrupted, as well as the potential that their work, at times, must be performed in hazardous conditions. Differential and Hazard pay aim to provide compensation during these events. Employees who meet the qualifying criteria for both differential pay and hazard pay shall be compensated at a combined hourly rate of twenty-five dollars (\$25.00) per hour for all hours worked under such conditions.

10-3-1 Differential Pay

10-3-1-1 Transportation Mechanics, Facilities Maintenance, Custodial Services, Transportation and Small Engines employees will earn \$16.50 differential pay per hour when required to remove snow and ice, do sanding operations, or lend support to snow

removal at a time which is different from their regularly scheduled work time. Differential pay is applicable only when such work cannot be postponed until the employee's regular scheduled work time, with the pre-approval of their immediate supervisor.

10-3-2 Hazard Pay

10-3-2-1 ESPs are, at times, required to work in potentially dangerous conditions, as defined below. Employees will earn an additional \$16.50 per hour for time working in the following conditions during regularly scheduled work hours.

- Outdoor work is required, cannot be postponed, and the National Weather Service has issued an Extreme Cold Warning, Blizzard Warning, or Extreme Heat Warning for the area.
- Schools are temporarily closed due to a public health emergency.

10-4 Overtime

10-4-1 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.

10-4-2 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.

10-4-3 Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate.

10-4-4 During the terms of this Agreement, holidays, snow closure days, compensation time, paid time, and canceled workdays will be credited as time worked for the purpose of computing overtime.

10-5 Compensatory Time Pay Out

10-5-1 As described in Article 9-5, 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.

10-6 Call-in Pay

10-6-1 Call-in pay applies when an employee is required by the District to report to work outside of, and not continuous with, their regular workday.

10-6-2 Call-in Pay Procedures - all time is paid at the employee's regular hourly wage unless overtime is triggered or indicated below.

10-6-2-1 Employees called in on an emergency shall receive a minimum of three (3) hours of pay and be paid round-trip mileage, in accordance with Article 10-8, if the work is outside of, and not continuous with, their regular workday.

10-6-2-2 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.

10-6-2-3 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.

10-6-2-4 Hourly employees who are called into work during the Winter Break district closure will be compensated at 1.5 the normal hourly wage.

10-7 Bilingual Pay

10-7-1 Bilingual Education Support Professionals (ESPs) who speak one of the top three languages – based on students’ language backgrounds and parents’ preferred language from the home language survey – in addition to English, and who facilitate communication outside their defined job responsibilities with students, families, and other stakeholders as requested by an administrator, are eligible to receive a 5% increase annual base compensation, including holidays. The following exceptions apply:

- A. Employees in a bilingual-designated position with corresponding compensation are not eligible.
- B. Employees who only communicate with other bilingual employees are not eligible.
- C. Bilingual ESP employees may not be asked to translate or interpret during disciplinary or corrective action conversations.
- D. Translation and interpretation services must be handled by the identified staff in the Interpretation/Translation Services Office; other bilingual ESP employees may not be called upon to provide these services.

10-7-1-1 To qualify for the wage increase, an employee must be recommended by an administrator who calls upon them to facilitate communication as defined above, via the designated form submitted to Human Resources and must pass the required language proficiency test.

10-7-1-2 The district will cover the cost of the language proficiency test, including up to two (2) retakes if the employee does not pass on the first attempt. Retakes will be available every 30 days.

10-7-1-3 Employees who pass the required proficiency test/s prior to the end of the pay period will receive the wage increase on their next paycheck.

10-7-2 Employees approved for the wage increase will continue receiving it as long as they remain active in a position within the same school or department. If the employee transfers to a different school or department, an administrator who calls upon them to facilitate communication as defined above, must recommend them within 60 days for continued eligibility, but they will not be required to retake the proficiency test/s.

10-8 Mileage

10-8-1 Employees traveling on school business, using their own automobiles, will be paid at the approved District rate. The use of private automobile must be approved by the employee’s supervisor.

10-9 Required Items

10-9-1 Departments shall provide all necessary supplies, equipment, cleaning materials, and personal protective equipment (PPE) required for employees to perform their assigned duties. These items shall be replenished or replaced based on operational need, including consideration of employee requests.

10-10 Higher Classification Pay

10-10-1 An employee who is assigned the duties and responsibilities of a higher classification by the appropriate department administrator on the first full day and continuing for the duration will be paid appropriately at the rate commensurate with the higher classification.

10-11 Pay During Canceled Workdays

10-11-1 During the term of this agreement, if the District cancels an employee's workday, the affected employee shall be paid 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.

10-12 Compensation During Weather and Emergency Late Start Days or Early Release Days

10-12-1 In the event of a weather or emergency related late start (e.g., a two-hour delay for normal morning openings of schools and most departments), all non-essential Education Support Professionals (ESPs) scheduled to work during the delay period will report to work later than their regular, scheduled start time. Employees who are normally scheduled to work during the delay period will receive a maximum of the delayed start of miscellaneous paid time for the delayed portion of their schedule and will be paid for the actual hours worked during the remainder of their regular shift.

Employees who are not scheduled to work during the delay period will report at their regular scheduled time and will not receive miscellaneous pay due to the delay.

Essential personnel, as defined by the department supervisor or school principal, will report at their regular scheduled start time, work their full shift, and receive the number of delayed start hours of miscellaneous paid time in addition to their actual hours worked during the work day.

10-12-2 In the event of a weather or emergency related early release day, all non-essential ESP personnel shall be released from work at the time of the early release and shall receive their full regular daily pay, including miscellaneous paid time equivalent to any hours not worked due to the early release. Essential personnel, as defined by a department supervisor or school principal, shall remain at work as needed to ensure safety and continuity of critical operations. Essential personnel who work beyond the early release time shall receive their regular pay, plus be granted additional miscellaneous paid time for the time of early release to the end of shift.

10-13 Aid and Restitution

10-13-1 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.

10-13-2 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 employee may file a claim with the District for reimbursement of those claimed damages

The district will accept, review, and honor reimbursement requests for personal property that is damaged or stolen on school property, so long as the damage is not caused by the employee.

10-14 Tool Replacement

10-14-1 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.

10-14-2 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.

10-14-3 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.

10-15 Uniforms and Protective Clothing

10-15-1 The District will continue to provide and replace t-shirts for Support Services and provide uniforms for transportation mechanics.

10-15-2 The District will provide \$35,000 annually to custodial staff for purposes of purchasing protective clothing and personal protective equipment. Winter protective items shall be provided by September 30th.

10-15-3 The District will provide and replace protective clothing to sections or crews as identified by the District.

10-16 Early Childhood Education New Hire Wage Placement

10-16-1 For the 2025-2026 school year, a new preschool employee will be placed on the appropriate grade and step of the preschool wage schedule, based on education, experience and licensure.

10-16-1-1 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

10-16-1-2 Level 2: DA2/DP2/IH2/IP2: Associate's degree in related field

10-16-1-3 Level 3: DA3/DP3/IH3/IP3: Associate's degree + 20 hours of course work in related field

10-16-1-4 Level 4: DA4/DP4/IH4/IP4: Bachelor's degree in related field

10-16-1-5 Level 5: DA5/DP5/IH5/IP5: Bachelor's degree in related field + 20 hours course work in related field

10-16-1-6 Level 6: DA6/DP6/IH6/IP6: Bachelor's degree + 60 hours course work in related field, or a Master's Degree in a related field

10-16-2 Steps will be granted to new hires as follows:

10-16-2-1 No experience: Step 1

10-16-2-2 1 to less than 3 years of experience: Step 2

10-16-2-3 3+ years experience: Step 3

10-16-3 The Early Childhood Education (ECE) wage schedule shall be collaboratively reviewed with the goal of making recommendations for a full integration into the JESPA wage schedule. This process shall be completed no later than April 1, 2026, through the JESPA Wage Committee. The committee shall ensure that any proposed integration maintains fair compensation, does not lower current pay, and reflects the unique roles and service structures of ECE staff. The committee shall present recommended wage schedule models to the bargaining teams. Any reopener for the purpose of negotiating ECE schedule integration shall occur only by mutual agreement of JESPA and the District.

10-17 Compensation Agreement

10-17-1 Step Increases

10-17-1-1 For school years 2025-2026, 2026-2027, and 2027-2028, all employees shall receive annual step advancement, if eligible.

10-17-2 COLA (Cost of Living Adjustments)

10-17-2-1 For school year 2025-2026, the cost of living adjustment (COLA) shall be one point five percent (1.5%).

10-17-2-2 For school years 2026-2027 and 2027-2028, the COLA shall be calculated as a total percentage increase of general fund total revenue from the prior year's adopted budget to the current year's adopted budget.

10-17-2-3 This article shall apply to across-the-board increases and not to targeted market adjustments or structural changes affecting specific job classifications.

10-17-3 Definitions

10-17-3-1 For the purposes of determining the COLA percentage, “adopted general fund revenue” shall mean the revenue portion of the board’s approved budget in June of each year.

10-17-4 Should the audited budget’s (Annual Comprehensive Financial Report) actual general fund revenue exceed the adopted budget by 3% or more or if general fund expenditures are 3% or more lower than the adopted budget, either party can request to reopen the current year’s compensation agreement for re-negotiation.

10-17-5 Term of Financial Agreement

10-17-5-1 The provisions of this Article shall remain in effect through the duration of this Agreement, covering school years 2025-2026, 2026-2027, and 2027-2028. This Article shall not be subject to annual reopener unless requested by the District or JESPA.

Article 11 – Benefits

11 Benefits

11-1 Benefit programs under this Agreement for full-time employees include (those regularly scheduled to work 24 or more hours per week):

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Employer-paid long-term disability insurance
- Health Savings Account (HSA)
- Employer-paid, basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance
- Health care flexible spending account (FSA)
- Dependent care flexible spending account (DCFSA)

11-2 Benefit programs under this Agreement for part-time employees who are regularly scheduled for 20 to less than 24 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 (DCFSA)

11-3 Part-time employees, who are regularly scheduled for 20 to less than 24 hours per workweek, shall also be provided employer-paid long-term disability benefits.

11-4 For the 2025-2026 plan year, the District will provide a monthly employer contribution of 111% of the Kaiser HDHP II (\$650) or the equivalent amount toward another plan 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.

In addition to 111% of the premium cost of employee-only coverage for the Kaiser HDHP II plan (\$650), for employees who elect an employee plus dependents or employee plus family plan, the district will provide a monthly \$50 subsidy to be applied to these plans (\$700).

Effective September 1st of each year covered by this Agreement, JESPA employees will receive an increase in the monthly employer contribution amount determined in the prior year (\$650/\$700 in 25-26) equivalent to the total general fund revenue percentage increase from the previous year's adopted budget which may be applied to any medical plan or subplan. This total general fund revenue percentage will be calculated and identified in the revenue portion of the board's approved budget in June of each year.

11-5 For the 2025-2026 plan year, employees enrolled in the employee only Kaiser HDHP II medical plan will receive a monthly employer contribution of the difference between the total employer contribution and the monthly premium to a Health Savings Account (HSA). The employee must be enrolled in a HSA with the district vendor to receive the contribution. For the 2026-2027 and 2027-2028 plan years, employees enrolled in the lowest cost employee-only medical plan will receive a monthly employer contribution of the difference between the total employer contribution and the monthly premium to a HSA. The employee must be enrolled in a HSA with the district vendor to receive the contribution.

11-6 The next 3 years as outlined below:

11-6-1 2025-2026 = 111% of the Kaiser HDHP II medical plan (\$650 per month)

11-6-2 2026-2027 = \$650/\$700 per month + general fund total revenue increase percentage

11-6-3 2027-2028 = 2026-2027 monthly employer contribution dollar amount + general fund total revenue increase percentage

11-7 Term of Employer Contribution to Medical Benefits Agreement

11-7-1 The above provisions shall apply through the duration of this Agreement covering school year (SY) 2025–2026, 2026–2027, and 2027–2028, and shall not be subject to annual reopener unless mutually agreed to by the District and JESPA.

11-7-2 If there is a 0% increase or a decrease in general fund revenue from adopted budget to adopted budget, there will be no change in the employer contribution.

11-8 2026-2027 Medical Insurance Rates

Kaiser HDHP II				
Plan	Total Premium	Employer Contribution Dollar Amount	Employer Contribution Percentage	Employee Cost
Employee Only	\$599.78	\$650	108%	\$0.00
Employee + Spouse	\$1,199.62	\$650	54%	\$549.62
Employee + Child(ren)	\$1,139.64	\$700	61%	\$439.64
Employee + Family	\$1,619.52	\$700	43%	\$919.52
District/District Splits	\$1,619.52	\$650/\$700	83%	\$269.52

Kaiser HDHP I				
Plan	Total Premium	Employer Contribution Dollar Amount	Employer Contribution Percentage	Employee Cost
Employee Only	\$697.10	\$650	93%	\$47.10
Employee + Spouse	\$1,394.21	\$650	47%	\$744.21
Employee + Child(ren)	\$1,324.50	\$700	53%	\$624.50
Employee + Family	\$1,882.04	\$700	37%	\$1,182.04
District/District Splits	\$1,882.04	\$650/\$700	72%	\$532.04
Kaiser DHMO				
Plan	Total Premium	Employer Contribution Dollar Amount	Employer Contribution Percentage	Employee Cost
Employee Only	\$807.05	\$650	81%	\$157.05
Employee + Spouse	\$1,614.10	\$650	40%	\$964.10
Employee + Child(ren)	\$1,533.40	\$700	46%	\$833.40
Employee + Family	\$2,179.04	\$700	32%	\$1,479.04
District/District Splits	\$2,179.04	\$650/\$700	62%	\$829.04
Surest				
Plan	Total Premium	Employer Contribution Dollar Amount	Employer Contribution Percentage	Employee Cost
Employee Only	\$1,038.02	\$650	63%	\$388.02
Employee + Spouse	\$2,076.02	\$650	31%	\$1,426.02
Employee + Child(ren)	\$1,972.21	\$700	35%	\$1,272.21
Employee + Family	\$2,802.62	\$700	25%	\$2,102.62
District/District Splits	\$2,802.62	\$650/\$700	48%	\$1,452.62

UHC HDHP				
Plan	Total Premium	Employer Contribution Dollar Amount	Employer Contribution Percentage	Employee Cost
Employee Only	\$1,101.59	\$650	59%	\$451.59
Employee + Spouse	\$2,203.18	\$650	30%	\$1,553.18
Employee + Child(ren)	\$2,093.01	\$700	33%	\$1,393.01
Employee + Family	\$2,974.28	\$700	24%	\$2,274.28
District/District Splits	\$2,974.28	\$650/\$700	45%	\$1,624.28

***Percentages are rounded to the nearest whole percent*

11-9 Short-Term Disability Insurance (STD)

11-9-1 For personal illness greater than seven (7) consecutive calendar days, the employee must apply for Short-Term Disability (STD) benefits. 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 STD period may have access to additional leave on a case-by-case basis, including consideration through the Americans with Disabilities Act.

11-9-2 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 their Manager and HR - Leaves of Absence to use their paid leave in lieu of payments made through the STD carrier.

11-9-3 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.

11-9-4 STD payments will be payable in accordance with the insurer's policy. Nothing in the 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.

11-9-5 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.

11-9-6 Employees who, as of September 1, 2007, had a sick leave accrual of more than six hundred and sixty (660) hours and had excess hours moved to a separate sick leave bank, must use these hours first for an approved STD and family leave of more than seven (7) consecutive days.

11-10 Long-Term Disability Insurance (LTD)

11-10-1 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.

11-10-2 There is a ninety (90) day waiting period from the date of disability until LTD insurance becomes effective.

11-10-3 LTD payments will be payable in accordance with the insurer's policy. Nothing in the 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.

11-11 Workers' Compensation

11-11-1 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.

11-12 Emergency Sick Leave Bank

11-12-1 An Emergency Sick Leave Bank is accessible to qualified and enrolled employees per Appendix D.

Article 12 – Leaves

12 Leaves of Absence

12-1 Statutory Leaves

12-1-1 The District provides a variety of leaves as required by state and federal law. These include but are not limited to:

- Military Leave: Job-protected leave for eligible military members and their families.
- Jury Duty Leave: Paid leave to fulfill jury service obligations.
- Voting Leave: Paid leave to vote in accordance with state law.
- Safe Leave: Leave for employees who are victims of domestic violence, sexual assault, stalking, or similar offenses.
- Family and Medical Leave Act (FMLA): Up to twelve (12) weeks of job-protected leave for eligible employees for qualifying family and personal medical reasons, including bonding with a new child, caring for a seriously ill family member, or managing an employee's own serious health condition.
- Americans with Disabilities Act (ADA) Leave: Reasonable accommodations, which may include extended leave, light duty assignments, or reassignment, are available to qualified employees with disabilities, as determined through an interactive process.
- Healthy Families and Workplaces Act (HFWA) and Public Health Emergency Leave: During a declared public health emergency in Colorado, employees are entitled to additional paid leave to address health needs related to the emergency.

12-1-2 Any statutory leave entitlement will run concurrent to any additional leave provided by this contract.

12-1-3 Any employee unable to return to work, unable to perform the essential functions of their job, who has run out of protected state and federal leaves, and/or whose accommodation has been deemed as an undue hardship may be terminated.

12-2 Paid Sick Leave (excludes paraprofessionals and health technicians)

12-2-1 The District and the Association intend for this Section 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.

12-2-2 Employees may use accumulated paid sick leave, in fifteen (15) minute increments for the following reasons:

12-2-2-1 Personal mental or physical illness, injury, or health condition or the need to obtain preventative medical care or treatment;

12-2-2-2 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;

12-2-2-3 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;

12-2-2-4 The District has been ordered to close by a public official due to a public health emergency;

12-2-2-5 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.

12-2-2-6 To grieve, attend funeral services or a memorial, or handle financial and legal matters that arise after the death of a covered family member.

12-2-3 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.

12-2-3-1 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.

12-2-3-2 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 of Absence.

12-2-3-3 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 this Article, 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.

12-2-3-4 Upon termination of employment, accrued sick leave hours will be paid to eligible employees per Appendix B.

12-3 Leave for Extended Personal Illness

12-3-1 Employees who are unable to work due to a personal illness lasting more than seven (7) consecutive calendar days must initiate a formal leave of absence process.

12-3-1-1 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.

12-3-2 Following an approved claim by the Short-Term Disability (STD) carrier, employees may request to use their accrued leave at 100% of their base pay in lieu of receiving STD benefits. A written request must be submitted to the Manager, HR – Employee Leaves prior to approval of the STD claim to allow for accurate calculations.

12-3-3 If an employee is unable to return to work after the conclusion of the STD period, additional leave may be granted on a case-by-case basis. This may include reasonable accommodations (such as light duty assignments, reassignment, extension of leave, and other accommodations) under the Americans with Disabilities Act (ADA). The duration of the extended leave will be determined based on the individual's needs and whether the extended leave would cause undue hardship to the employer.

12-3-4 For information about how Short-Term and Long-Term disability benefits are administered, including payment details and supplemental leave use, employees should refer to Article 11.

12-4 Paid Personal Leave (excludes paraprofessionals and health technicians)

12-4-1 Employees shall accrue personal leave days in accordance with Appendix A.

12-4-2 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.

12-4-3 In no event shall personal leave be taken during the initial probationary period.

12-4-4 Upon termination of employment, accumulated personal leave hours will be added to accumulated sick leave hours and paid to eligible employees per Appendix B.

12-5 Paid Vacation (prorated year round employees)

12-5-1 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's supervisor. Once a vacation is approved, approval cannot be revoked by a supervisor but may be canceled by the employee.

12-5-2 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.

12-5-3 Upon termination of employment, accrued vacation will be reimbursed for any unused vacation time at the employee's regular rate of pay.

12-6 Paid Leave (Paraprofessionals and Health Technicians)

12-6-1 Paraprofessionals and Health Technicians will accrue paid leave in accordance with Appendix A, and will be designated as paid leave.

12-6-2 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.

12-6-3 Upon termination of employment accumulated paid leave hours will be paid to employees.

12-7 Bereavement Leave

12-7-1 A report of bereavement leave shall be made to the immediate supervisor as soon as practicable.

12-7-2 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.

12-8 Judicial Leave

12-8-1 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.

12-8-2 To be approved for judicial leave, a copy of the jury duty certificate of juror service or subpoena must be given to the supervisor.

12-9 Parental Leave and Childcare Leave

12-9-1 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.

12-9-2 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.

12-9-3 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.

12-9-4 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.

12-10 Unpaid Leave of Absence

12-10-1 Unpaid leaves of absence may be approved for other purposes or when an employee lacks sufficient leave accruals to cover their absence.

12-10-2 Requests for unpaid leave must be submitted by the employee to their immediate supervisor for approval, and then to HR-Leaves of Absence 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.

12-10-3 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.

12-11 Workplace Accident or Illness Leave

12-11-1 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.

12-12 Emergency Sick Leave Bank

12-12-1 An Emergency Sick Leave Bank is accessible to qualified and enrolled employees per Appendix D.

12-13 Holidays

12-13-1 Employees will receive a number of paid holidays as provided below and in Appendix C.

Holiday	Year-Round Employee	School-Calendar Employee (Includes Bus Drivers/Assistants)
New Year's Day	X	X
Martin Luther King Day	X	X
President's Day	X	X
Memorial Day	X	X
Juneteenth	X	N/A
Independence Day	X	N/A
Labor Day	X	X
Thanksgiving	X	X
Friday after Thanksgiving	X	X
Christmas Day	X	X

12-14 Leave Accrual Table

	Sick Leave	Personal Leave	Paid Leave	Vacation	Bereavement
<i>Prorated, year-round employees (including preschool)</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	2 days paid, and up to 4 days unpaid, per death
<i>Prorated, less-than-year round</i>	1 workday for each month of service	2 days per calendar year	N/A	N/A	2 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	2 days paid, and up to 4 days unpaid, per death
<i>Hourly Employees (excluding Paraprofessionals and Health Technicians)</i>	1 hour for every 20 hours worked	2 days per calendar year	N/A	N/A	2 days paid, and up to 4 days unpaid, per death
<i>Bus Drivers and Assistants</i>	9 – eight hour workdays per school year	16 hours per calendar year	N/A	N/A	2 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 worked	N/A	2 days paid, and up to 4 days unpaid, per death

**** Refer to Appendix A for additional details and accrual caps.**

Article 13 – Evaluations and Performance Management

13 Annual Evaluations

13-1 Both parties acknowledge the need for annual evaluations and acknowledge the purpose of a performance evaluation is to help employees understand their strengths and weaknesses and to promote constructive dialogue with supervisors with the goal of fostering improvement and growth using training and coaching. Evaluations are intended to be constructive and supportive. The standard values-based rubric, available on the HR programs site, will be used for ESP evaluations.

13-2 Evaluations should, whenever possible, be a collaborative effort involving the joint assessment, reflection, and review of both the immediate supervisor and the administrator. Evaluations for school-based employees shall be delivered and discussed on or before May 15th and no later than June 15th for central-based employees.

13-3 The evaluation must be based on actual performance. The reasons for “Does Not Meet Standards” markings must be described in writing, clearly outlining the justification, recommended improvement steps, and a specific timeline for progress. Attendance will only be part of an employee’s evaluation if documented through the disciplinary process.

13-4 Employees have a right to review material made a part of their personnel record. Additionally, 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.

13-5 Evaluation Appeals

13-5-1 An employee who disagrees with an overall “Does Not Meet Standards” rating can appeal that rating to a panel composed of the reviewer’s immediate supervisor, a representative from Labor Relations, and a representative from JESPA. Appeals must be submitted to Labor Relations within thirty-five (35) working days for the evaluated employee.

13-5-2 The panel will be responsible for reviewing the evaluation rating. Based on their assessment, they will have the authority to make modifications in the performance appraisal.

13-5-3 The grievance process shall be used to address concerns regarding the evaluation process, however, employees shall use the process outlined in Article 13-5 to appeal their overall evaluation rating.

13-6 Notice of Performance Deficiencies

13-6-1 The District and JESPA recognize the importance of having a competent staff to support the education of students. 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. Subsequently, the District is committed to ensuring supervisors provide employees with the necessary time, opportunity, job training, and feedback to enable them to meet performance expectations and standards.

13-6-1-1 Employees are entitled to due process whenever the District exercises its right to manage performance deficiencies.

13-6-1-2 If performance deficiencies exist after feedback, coaching, and training have been provided, said deficiencies will first be documented in a non-disciplinary manner including, but not limited to, a Letter of Expectation, or a documented verbal conversation. There shall be sufficient time given to make improvements.

13-6-1-3 Formal Performance Management: Performance expectations shall be specific, measurable, achievable, and relevant within a reasonable timeframe. The District shall not pursue formal performance management without just cause. The formal performance management process will include the following steps:

Letter of Direction: When informal feedback is ineffective in improving performance, the deficiencies will be documented in a Letter of Direction.

Performance Improvement Plan: If an employee’s performance continues to be deficient after receiving a Letter of Direction, a Performance Improvement Plan (PIP) will be issued and will 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 who do not show sufficient improvement after the execution of a PIP may be demoted to a vacant position in which the deficient skills are not required, or terminated.

13-6-1-4 Due Process within this article includes the following rights:

13-6-1-4-1 Notice: the right to be notified of potential performance deficiencies within two (2) workdays prior.

13-6-1-4-2 Reply: the right to respond to and discuss documented performance deficiencies in a meeting with the evaluator.

13-6-1-4-3 Representation: the right to have a JESPA representative in attendance at a meeting when performance deficiencies may be discussed.

13-6-1-4-4 Appeal: the right to appeal the final overall evaluation rating or the right to grieve formal performance management as outlined in Article 16.

Article 14 – Corrective Action

14 Corrective Action

14-1 Due Process and Just Cause

14-1-1 Employees are entitled to due process and just cause whenever the District exercises its right to discipline or discharge employees.

14-1-2 Due Process includes the following rights:

14-1-2-1 Reply: the right to confront and discuss the grounds for potential corrective action in a fact-finding meeting before the decision to issue corrective action is made.

14-1-2-2 Notice: the right to be notified verbally (in person or by phone) and via email of a potential corrective action, including the topic of the meeting, two (2) workdays prior to holding the meeting in order to have adequate time to prepare.

14-1-2-3 Representation: the right to have a JESPA representative in attendance at a fact-finding meeting or any meeting when corrective action may occur. 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.

14-1-2-4 Appeal: the right to grieve corrective action as outlined in Article 16.

14-1-3 Just Cause includes the following rights:

14-1-3-1 Adequate Warning: employees will be informed of the rules and policies that may result in corrective action.

14-1-3-2 Reasonable Rules: rules and policies must not be arbitrary, capricious or discriminatory.

14-1-3-3 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.

14-1-3-4 Proof: the greater weight of the evidence shall support proof of infraction.

14-1-3-5 Equal Treatment: all rules, policies and penalties will be applied without discrimination.

14-1-3-6 Penalties: the corrective action administered shall adhere to progressive process outlined in this article.

14-2 Employee Misconduct

14-2-1 The District recognizes the benefit of a progressive disciplinary process and will follow it when appropriate. In considering appropriate discipline, management should consider the severity of the offense as well as the number and recency of prior offenses.

14-2-1-1 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 appropriately trained district staff.

14-2-1-1-1 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 prior to moving to the formal discipline process. If the offense warrants more serious action, the district may move directly to formal discipline.

14-2-1-2 Formal Discipline Process

14-2-1-2-1 First instance of misconduct: Written reprimand stating specific deficiencies and indicating timelines for improvement, when appropriate.

14-2-1-2-2 Second instance of misconduct: Final Written Warning.

14-2-1-2-3 Third instance of misconduct: Termination.

14-2-2 There may be circumstances in which immediate suspension or termination may be appropriate, including but not limited to intentional violation of district policy, commission of a felony, unlawful possession of a dangerous weapon, or intentional injury to a child.

14-3 General

14-3-1 All discipline, including termination, may be subject to the grievance process.

14-3-2 An employee may request that their supervisor classify a corrective action step as inactive for the purposes of progressive discipline if no similar misconduct occurs within 12 months of the date of the offense.

14-3-3 If an employee is being investigated, in response to allegations of misconduct, policy violations, or unlawful acts, the District may place employees on paid administrative leave.

14-3-4 Employees participating in restorative conversations, administrative inquiries, and/or grievance proceedings will be paid at their regular rate for the time required to attend.

Article 15 – Reductions in Force

15 Reductions in Force

15-1 When the District makes a reduction in force, it shall first notify 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 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 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.

15-1-1 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 in 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.

15-2 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.

15-3 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.

15-3-1 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 15-1-1 will be considered for reemployment.

15-3-2 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 15-3.

15-3-3 Individuals who are part of a Reduction in Force as defined by Article 1-21 will be maintained on the reemployment list for one (1) year after their date of separation.

15-3-4 The district will provide JESPA a monthly list of those on the reemployment list who are eligible for reemployment.

Article 16 – Grievances

16 Grievances

16-1 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.

To promote fair and efficient grievance resolution, Labor Relations will review responses at Steps One and Two and work collaboratively with both the grievant administrator and JESPA to ensure consistency and prevent unnecessary escalation.

16-1-1 Grievance shall mean a written complaint by an employee or group of employees that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.

16-1-2 Class of employees refers to a group of bargaining unit members who are similarly affected by the same policy, practice, decision, or violation of the Collective Bargaining Agreement (CBA). A class of employees may be defined by their shared experience of an alleged infraction, regardless of job classification or work location, and may file a class action grievance to seek appropriate remedies.

16-1-3 Representative status refers to JESPA's exclusive authority to act on behalf of employees covered by this Agreement in all matters related to collective bargaining, contract enforcement, grievances, disciplinary actions, and terms and conditions of employment.

16-1-4 The grieved administrator may be accompanied by their supervisor during all steps of the grievance process, but may not be represented by HR or the Legal department at Step Two or below, unless mutually agreed upon.

16-1-5 The District shall provide annual training for all administrators on the Collective Bargaining Agreement (CBA), including their duties and responsibilities under its terms. The District will develop and provide the training materials to JESPA in advance, and JESPA shall be given the opportunity to review and request the inclusion of additional topics to support full understanding and implementation of the Agreement. JESPA shall assist in the delivery of the training in collaboration with the District.

16-2 Problem Solving Meeting

16-2-1 Prior to filing a formal grievance, the employee may attempt to informally resolve the concern through a problem-solving meeting with the involved administrator within five (5) workdays of the alleged violation. In turn, the administrator will schedule a meeting within five (5) workdays of the employee's request. The employee may have a representative accompany them to the problem solving meeting.

If an informal resolution is reached, the administrator will confirm the resolution in writing via email to the employee within two (2) workdays of the meeting. If a resolution cannot be reached, or the employee elects not to participate in informal resolution, a formal grievance may be filed within five (5) workdays of the problem-solving meeting or ten (10) workdays of the alleged violation.

16-3 Procedure

16-3-1 Administrator Meeting

In order to initiate Step One, JESPA must submit a Step One grievance form to the appropriate administrator within five (5) workdays of the problem-solving meeting or ten (10) workdays of the alleged violation. The grievance must clearly reference the articles of the CBA that are claimed to have been violated. The Step One meeting will occur within ten (10) workdays from the date the grievance is received. These timelines may be extended only upon mutual written consent of both parties.

During the Step One meeting, the employee and the administrator will attempt to resolve the issue and may present or consider all available evidence.

At the conclusion of the Step One meeting, the administrator will submit a written response on approved forms to the employee and the JESPA office, copying Labor Relations within ten (10) workdays.

16-3-2 Step Two – Review Hearing

If a satisfactory resolution of the issue is not reached at Step One, JESPA may initiate a Step Two Grievance with the office of Labor Relations by filing a Step Two grievance form within ten (10) workdays after receiving the Step One decision.

JESPA may also directly file a Step Two grievance if the grievance concerns a class of employees or the issue affects JESPA's representative status. Direct filings must occur within twenty (20) workdays of the alleged violation.

Labor Relations will designate a director-level or higher administrator to serve as the review officer. The selection will consider the nature and scope of the grievance to ensure assignment of an appropriate individual capable of conducting a fair and impartial review and rendering an objective decision.

Upon receipt of a properly completed and timely written filing, Labor Relations will schedule a Step Two hearing within ten (10) workdays and the hearing will be held within fifteen (15) workdays. These timelines may be extended only upon mutual written consent of both parties.

At the Step Two hearing, the review officer will consider all documentation and evidence, hear arguments presented by both parties, and have the opportunity to ask questions of the parties. Neither party will be permitted to present new issues at the hearing, unless mutually agreed upon by both parties.

The review officer will furnish the employee, JESPA, the involved administrator/s, and Labor Relations with a written copy of their decision within ten (10) workdays after the hearing was held. JESPA may elect to proceed to Step Three in the event a copy of the written decision is not furnished to JESPA within ten (10) workdays. The review officer may be granted an extension for good cause by making a request of both the office of Labor Relations and JESPA.

16-3-3 Step Three – Arbitration

If the grievance is not resolved at Step Two, a demand for arbitration will be transmitted in writing by JESPA to the office of Labor Relations within ten (10) workdays after JESPA receives the Step Two decision.

The District legal counsel assigned and JESPA may agree to an arbitrator. If the parties have failed to do so within five (5) workdays of the arbitration demand, JESPA shall request a list of five arbitrators from the American Arbitration Association (AAA), Judicial Arbitrator Group (JAG), Judicial Arbitration and Mediation Service (JAMS), or the Labor Arbitration Institute (LAI), the cost of which will be shared equally among the parties.

Within five (5) workdays of agreeing to or receiving a 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 findings to both the District and JESPA. The arbitrator is encouraged to issue their findings within twenty-one (21) days from the conclusion of the hearing.

Within ten (10) workdays after receipt of the arbitrator's decision, the District and JESPA will schedule a meeting to discuss the decision. No public release of the arbitrator's decision may be made until after such a meeting takes place. 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 JESPA. All deadlines may be extended by mutual agreement.

16-4 General

16-4-1 Grievance timelines may be extended only upon mutual written consent of both parties.

	Time to File	Time to Schedule	Time to Respond
Step One: Administrator Meeting	Five (5) workdays after the problem-solving meeting with the administrator, or Ten (10) workdays of the alleged violation (in the absence of a problem-solving meeting)	Ten (10) workdays after receipt of the Step One grievance form	Ten (10) workdays after Step One meeting
Step Two: Review Hearing	Ten (10) workdays after receipt of the Step One response Twenty (20) workdays of the alleged violation if the grievance concerns a class of employees or affects JESPA's representative status	Ten (10) workdays after receipt of the Step Two grievance form; held within fifteen (15) days	Ten (10) workdays after Review Hearing
Step Three: Arbitration	Ten (10) workdays after receipt of the Step Two decision	Five (5) workdays after the receipt of the arbitration demand to agree on an arbitrator Five (5) workdays for JESPA to request a list if not agreed upon within the first five (5) days Five (5) workdays after agreeing to or receiving the list of potential arbitrators, to strike names and arrive at the arbitrator who will hear the case Three (3) workdays after selecting an arbitrator to contact the arbitrator to schedule the hearing Twenty-one (21) days after the conclusion of the hearing for the arbitrator to issue their findings	Ten (10) workdays after receipt of the arbitrator's decision for a discussion meeting Thirty (30) days after the discussion meeting for the Board to take official action

16-4-2 Only JESPA, as the exclusive representative, is authorized to file grievances.

16-4-3 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 meetings or hearings. The cost of release time to represent an employee will be covered by the District.

16-4-4 Upon written request, the parties will expeditiously make available to each other any data in their possession regarding the grieved act.

16-4-5 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 participants in the grievance process.

16-4-6 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.

16-4-7 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 17 – Professional Learning

17 Professional Learning

17-1 The District and JESPA are committed to providing employees with necessary job training and professional learning including ongoing learning to support their work and interactions with students.

17-2 Professional Learning Committee

17-2-1 The parties agree to maintain a Professional Learning Committee for Education Support Professionals (“PL Committee”).

17-2-2 Members of the Committee will be made up of administrators and Education Support Professionals. ESP members will be appointed by JESPA and may rotate depending on the focus that month. The committees will include no more than four ESP members and four administrator members, including at least one person from the Professional Learning Department. Administrator members may also rotate depending on committee focus.

17-2-3 The committee will meet every two months starting in October. ESP members of the PL Committee shall be provided with up to eight (8) hours of Association Release time per meeting to perform their duties as a PL Committee member.

17-2-4 The Committee will identify professional learning goals for the following school year by the last day of school.

17-2-5 The PL Committee should annually explore ways to increase educator diversity by continuing to build career pathways for ESPs to become teachers, and ways to support diversity in the ESP workforce.

17-2-6 Additionally, the PL Committee shall develop and implement strategies to strengthen the ESP workforce by:

- Exploring and recommending programs that attract, recruit, and retain ESPs, that more closely reflect the racial, ethnic, and linguistic diversity percentages of the student body of the District.
- Identifying and offering Professional Learning that provides equitable access to promotions and leadership roles within ESP classifications.
- Identifying and offering Professional Learning and certification opportunities for underrepresented groups.
- Exploring and recommending programs for students to explore and pursue education as a future profession through ESP career pathways.
- Exploring and recommending recruitment programs which encourage individuals in vocational/technical fields to enter and remain in education as an ESP.

17-3 ESP Job Specific Professional Learning

17-3-1 The ESP workday calendar will include defined professional learning days across all ESP positions. Professional Learning opportunities will be provided relevant to ESP responsibilities and scheduled during the work year. The professional learning days will be communicated to ESPs by the last day of school.

17-3-2 All ESPs will be offered the ability to attend emergency and non-emergency training that is offered by the district. A list of available trainings will be distributed quarterly. Trainings will not be denied for arbitrary or capricious reasons.

17-3-3 The District shall provide onboarding and training, defined by district departments, for all new hires and those new to their position as soon as practicable. This training shall include emergency response training, safety protocols, job responsibilities, and equipment usage specific to the employee's position.

17-3-4 The District will provide appropriate and timely professional learning opportunities to employee groups requiring job-specific training (i.e. FNS, Transportation, etc). Employees will be compensated at the employee's regular rate of pay.

Article 18 – Custodial

18 Custodial Services

18-1 The District and JESPA recognize the importance of providing adequate custodial supplies in support of providing a clean, healthy environment for students, staff, and the community. Custodial supply budget allocations will be determined by department leadership using a consistent formula that considers the specific supply needs of the type of building. Department leadership will evaluate custodial supply budget allocations annually and adjust with the consumer price index as funds are available. JESPA's input will be welcomed and considered throughout the process, ensuring employee perspectives are heard, while final decisions remain with department leadership.

18-2 Custodial staffing allocations will be determined using a standardized staffing model. Baseline staffing levels will be determined with consideration of the building's square footage, and relevant grounds requirements of the site. Department leadership will evaluate staffing levels annually and make the appropriate adjustments relative to increased or decreased building square footage. Any decrease in square footage shall not result in a demotion of the existing Facility Manager.

18-3 The District and JESPA recognize the importance of custodial team members having access to the tools required to perform their duties safely and efficiently. The district will provide each site with a baseline set of hand tools needed for interior and grounds work. This baseline set will be determined by Custodial Services with input from JESPA and reviewed annually. These non-consumable resources are to remain at the assigned work location. Employees may request replacement of lost or broken tools.

Article 19 – Food Service

19 Food Service

19-1 Professional Standards

19-1-1 Food and Nutrition Services will follow USDA's required professional standards for all school nutrition service professionals to ensure high-quality nutrient dense food preparation, worker safety and food safety.

19-1-2 Food Service professionals will be trained in the four key areas identified by the USDA for professional standards as well as safety practices and procedures, applicable to their specific position. Additional training shall include, but is not limited to, ergonomic safety training and preventing repetitive stress injuries.

19-1-3 A list of the available FNS professional standards topics will be posted annually on the Food and Nutrition Services Website.

19-1-4 New hires will receive two full days of training before being assigned to a kitchen. Onboarding and training will include knife skills, food safety, proper equipment use, review of the FNS handbook, and district required trainings.

19-2 FNS Warehouse and delivery professionals will be provided items such as freezer wear, jackets, and gloves.

19-3 A la Carte items will be offered to all students attending traditional meal service sites during their meal period. A la Carte service may be part of initial meal offering or after students receive their initial meal. When extenuating circumstances arise, any changes to A la Carte offerings will be discussed with the Food and Nutrition Supervisor. When Article 19-3 is followed, no corrective action will be taken.

19-4 Food Service professionals may be available to support school/community events, including, but not limited to back-to-school nights and other related district events. Any additional hours worked at such events by Food Service professionals will be paid.

19-5 Staffing and Workload

19-5-1 Food service staffing allocations will be determined using a standardized, national school food service staffing model (i.e. MPLH). Staffing levels will be calculated and adjusted to ensure FNS professionals can complete their duties in an efficient, safe manner. Department leadership will evaluate staffing levels quarterly and make the appropriate adjustments relative to increased or decreased MEQ's.

19-5-2 Meal Equivalents (MEQ) 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 outline in the Job Description.

19-5-2-1 FS Site Manager 1 equals up to 275 average meal equivalents served per day

19-5-2-2 FS Site Manager 2 equals 276-450 average meal equivalents served per day

19-5-2-3 FS Site Manager 3 equals 451+ average meal equivalents served per day

19-5-2-4 FS Site Manager 1 with Satellite equals up to 275 average meal equivalents served per day

19-5-2-5 FS Site Manager 2 with Satellite equals up 276-450 average meal equivalents served per day

19-5-2-6 FS Site Manager 3 with Satellite equals 451+ average meal equivalents served per day

19-6 Changes to MEQ thresholds in Article 19-5 must be negotiated.

19-6-1 The MEQ will be reviewed at the end of the first semester, generally by the 15th of January.

19-6-2 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 MEQs.

19-6-3 In the event of an increase in the MEQ served during the first semester over the threshold for a site classification, as per Article 19-5-2-1 through 19-5-2-6, the school site position will be temporarily re-graded to the corresponding grade for the second semester of the applicable school year.

19-6-4 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 Article 19-5-2-1 through 19-5-2-6, the incumbent will remain in the same position grade for the second semester of the applicable school year.

19-7 The MEQ will be measured for the school year, in April, but no later than April 15th for the annual review.

19-7-1 The MEQ served in a school year for each school will be compared to the prior year average of MEQs.

19-7-2 In the event of an increase in the MEQ served during the school year over the threshold for a site classification, as per Article 19-5-2-1 through 19-5-2-6, the school site position will be re-graded to the corresponding grade.

19-7-3 In the event of a decrease in the MEQ served during the school year under the threshold for a site classification, as per Article 19-5-2-1 through 19-5-2-6, the incumbent will remain in the same position grade until the following school year, including receiving any step or cost of living adjustment offered. Beginning with the August 16 pay cycle of the following school year, the incumbent will be moved to the appropriate site classification based on the MEQs served the prior school year.

19-7-4 Following negotiations, all school FNS Manager Site classification MEQ will be publicized to all FNS Site Manager and JESPA for the following school year assignments.

19-8 Environmental Impacts

19-8-1 In collaboration with elementary principals, lunch counts may be utilized.

19-8-2 Food Service will follow District sustainability policies.

Article 20 – Preschool

20 Preschool

20-1 The rights contained in Article 20 pertain exclusively to Preschool ESPs.

- Early Childhood Instructional Partner (ECIP), the partner to the CDE-licensed educator in the classroom.
- Early Childhood Instructor (ECI), one of two full-time Early Childhood qualified non-CDE-licensed co-educators in the classroom.

20-2 Classroom Supports

20-2-1 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.

20-2-2 When budget allows, an annual allocation for classroom supplementary materials will be made available. Staff will receive notification of this allocation within the first month of the school year.

20-2-3 A list of approved emergency supplies will be provided annually by the Early Learning Office. These supplies will be made available to classrooms.

20-2-4 Classroom orders will be fulfilled within a reasonable time.

20-2-5 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.

20-3 Communication and Collaboration

20-3-1 District or Departmental communication (including print/electronic) relevant to preschool staff will be provided to ESPs in the Early Education department.

20-3-2 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. The committee shall be comprised of 2 JESPA preschool staff, 2 JCEA special educators/certified preschool teachers, and 4 administrators at a minimum. Additional members may be added with mutual agreement between the District and JESPA and JCEA.

20-3-3 ECIP's involvement at family conferences/IEP meetings will be subject to prior approval from the building administrator and, for IEP meetings, at the invitation of the Special Educator. The ECIP may flex non-student contact hours to attend any meetings with the approval from the building administrator.

20-4 Professional Learning

20-4-1 The District and Early Learning Office will provide paid time to attend all required district professional learning and training. ECIPs will be encouraged to attend all curriculum professional learning and training.

20-4-2 A regularly updated list of all professional learning and trainings offered by the Early Learning Office to the CDE licensed educator will be made available to the ECIP/ECI. Approval to attend non-required professional learning and training for a role must be requested by the ECIP/ECI and reviewed for approval by the school administrator.

20-4-3 In the event a new support or curriculum is to be implemented in early childhood, current paid professional learning and training days or additional paid professional learning and training days will be utilized for required professional learning and training.

20-4-4 All required professional learning shall be relevant to working with populations of Preschool students.

20-5 The Role of ECIPs During Teacher Absence

20-5-1 The District recognizes the essential support ECIPs provide in the classroom. In the event the licensed teacher is absent and a substitute is assigned, ECIPs are not expected to assume instructional leadership responsibilities; such as planning for instruction, including sub planning, lead teaching, completing assessment ratings, leading parent teacher conferences, etc., beyond their regular duties. This ensures ECIPs are not placed in positions outside their job responsibilities.

Article 21 – Transportation

21 Transportation

21-1 Training

21-1-1 Training or refresher courses required to be taken by drivers and bus/assistants will be compensated at the employee's regular hourly rate.

21-1-2 An annual refresher training related to safely transporting students will be available to drivers and may be requested by the driver or assigned based on recommendation from terminal directors or trainers. The content and format of the training will be determined by the Transportation Department.

21-1-3 Drivers and Bus Assistants will be provided de-escalation training and other student social emotional supports.

21-2 Route Changes

21-2-1 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, and bid priority shall be processed in accordance with seniority. 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.

21-2-2 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.

21-2-3 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 assigned 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.

21-2-4 Work assigned 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.

21-3 Hours and Routes

21-3-1 The District must offer routes of 37.5 hours or more for at least 30% of all routes, on a department-wide average. Routes must be posted until filled.

21-3-2 The District will continue to employ a minimum of ten (10) 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.

21-4 Transportation Employee/Administrator Safety Committee

21-4-1 The committee will be composed of a diverse group of transportation employees, including at least one (1) member from each terminal. From these members will be at least one (1) driver, one (1) non-CDL driver, and one (1) assistant. The committee will also include at least one (1) trainer, one (1) fleet services employee, and one (1) co-chair selected by JESPA from the JCTA board. The Executive Director will serve as the other co-chair. The Executive Director may select one (1) terminal director to attend committee meetings.

21-4-2 The committee will meet a minimum of three (3) times during the school year with the Executive Director of Transportation. The Executive Director, the JESPA Co-chair, or the Committee may request additional meetings which will be held during the school year. All committee members will be paid at their regular rate of pay to attend committee meetings.

21-4-3 The committee will be an advisory committee to address transportation safety concerns and practices. The Executive Director of Transportation will be the final decision maker.

21-5 Extra Duty Boards

21-5-1 Extra duty boards will be available, updated as needed, 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.

21-5-2 Extra duty includes but is not limited to: Specials, Field Trips, and Athletics.

21-5-3 Extra duty shall not be meant to displace permanent bargaining unit positions or for work that must be a position under the law.

21-6 Restroom Access

21-6-1 Terminal restrooms will be available to all transportation employees 24 hours a day, 7 days a week. If the terminal cannot be left open for security reasons, then the terminal will provide employee access with whatever means available (i.e. providing access to a port-a-potty, FOB, Key card, etc.).

21-6-2 School restrooms will be made available to transportation staff to be utilized. Employees must have proper Jeffco ID on their person.

21-6-3 If the employee is out on a route while no students are on board, they may pull over to a safe location that has public restroom access. The employee will secure the bus and radio dispatch that they will be off for a restroom break and will radio dispatch when they return to their vehicle.

21-6-4 A driver cannot deny an assistant the use of a restroom stop if requested, even if it means that the route will run late. Frequent issues with late arrivals will be addressed with the respective bus drivers and assistants. If other accommodations need to be made for a driver or assistant, they may be requested.

21-6-5 Supervisors may not discourage drivers or assistants from taking restroom breaks.

21-7 Breaks

21-7-1 Paid rest breaks must be built into schedule and scheduled after routes are completed. At no time shall they be deducted from any hours spent on standby time. Meal breaks, if taken while on a route, are paid, on-duty lunches and must not be deducted from pay.

21-8 Special Trips

21-8-1 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.

21-8-2 Employee compensation for special trips canceled after the employee has reported to the job site will be handled in accordance with Article 10, 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.

21-8-3 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.

21-8-4 The District agrees to maintain uniform, District-wide special-trip and over-the-road procedures.

21-9 Full-time regular school bus drivers and school bus assistants who work for the District a minimum of two hundred and twenty-eight (228) weekdays and fourteen hundred (1,400) hours during a twelve (12) month period commencing August 16th each year, will accrue forty (40) hours vacation time.

21-9-1 Bidding seniority is not restored under previously earned and accrued benefits and privileges that are restored under Article 10 of the Agreement.

21-9-2 Vacant positions for school bus drivers and school bus assistants will not be advertised as described in Article 7. Vacant route positions will be posted for three (3) working days within the bus terminal the vacancy has occurred, if unfilled after three (3) working days the vacancy will be posted across all terminals, if still unfilled after three (3) additional working days, the route may be awarded to substitute employee or an external candidate based on final selection criteria scores. Vacancies will be bid according to seniority.

21-10 Student Safety Equipment

21-10-1 Transporting students is a critical responsibility of the District. The use of required safety devices and equipment is pivotal during transit.

21-10-2 All CDL and Non-CDL Bus Drivers, and Bus Assistants are required to use the equipment per federal, state, and district guidelines, and that is documented in student safety plans. The required equipment will be provided by the department.

21-10-3 All inspections will be completed according to CDE and DOT requirements, and District Transportation Guidelines in their Handbook and all equipment malfunctions will be reported promptly.

Appendix A – Leave Accrual Table

	Sick Leave	Personal Leave	Paid Leave	Vacation	Bereavement
<i>Prorated, year-round employees (including preschool)</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	2 days paid, and up to 4 days unpaid, per death
<i>Prorated, less-than-year round</i>	1 workday for each month of service	2 days per calendar year	N/A	N/A	2 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	2 days paid, and up to 4 days unpaid, per death
<i>Hourly Employees (excluding Paraprofessionals and Health Technicians)</i>	1 hour for every 20 hours worked	2 days per calendar year	N/A	N/A	2 days paid, and up to 4 days unpaid, per death
<i>Bus Drivers and Assistants</i>	9 – eight hour workdays per school year	16 hours per calendar year	N/A	N/A	2 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 worked	N/A	2 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

Holiday	Year-Round Employee	School-Calendar Employee (Includes Bus Drivers/Assistants)
New Year's Day	X	X
Martin Luther King Day	X	X
President's Day	X	X
Memorial Day	X	X
Juneteenth	X	N/A
Independence Day	X	N/A
Labor Day	X	X
Thanksgiving	X	X
Friday after Thanksgiving	X	X
Christmas Day	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 medical care of a family member after all leave accruals are exhausted.
- 1-2 Eligibility is open to all employees of the bargaining unit during the annual benefits open enrollment period.
- 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 membership during the annual benefit open enrollment period. Starting spring 2025, this membership is recurring unless the employee opts out during open enrollment. New employees may enter membership at time of hire.
- 1-5 Membership requires 8 hours or the FTE equivalent, of donation of sick leave accruals (or paid leave for paraprofessionals and health technicians), at time of hire or in the annual benefit open enrollment period.
- 1-6 Each January, the district will analyze the sick leave balance. If the balance is at or below 12,000 hours, then any employee wishing to continue membership will donate an additional 8 hours or the FTE equivalent to the sick leave bank during the annual benefits open enrollment period. If the balance is above 12,000 hours, currently enrolled employees are not required to donate another day during the next annual benefits open enrollment period to stay enrolled in the bank.
- 1-7 All donations are made to a general sick leave bank fund. No donations are allowed to direct individuals, or specified groups.
- 1-8 Any employee donation contributions are permanent and irrevocable.
- 1-9 Employees may request a benefit from the sick leave bank for personal illness or injury, or serious injury or illness of a child or family member for which the employee provides care.
- 1-10 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 work 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 is 30 work days, prorated to the FTE equivalent. In the event an employee is receiving other income replacement through district programs/insurances, the sick leave bank may grant only up to 30 work 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.