Westminster Public Schools

Where Education is Personal

EDUCATIONAL SUPPORT PROFESSIONAL (ESP)

AGREEMENT

July 1, 2026 – June 30, 2028

&

HANDBOOK

2026 – 2027

WESTMINSTER EDUCATION ASSOCIATION

AND

WESTMINSTER PUBLIC SCHOOLS

EDUCATIONAL SUPPORT PROFESSIONALS

AGREEMENT

JULY 1, 2026 – JUNE 30, 2028

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AGREEMENT

This Agreement is made and entered into by and between WESTMINSTER PUBLIC SCHOOLS and the WESTMINSTER EDUCATION ASSOCIATION this 26th day of May, 2026, effective July 1, 2026, through June 30, 2028.

ARTICLE E1 - Definitions

E1-1 The term "employee" as used in this Agreement shall mean an employee of the District who is a member of the negotiating unit.

E1-2 The term "Board" shall mean the Board of Education of Westminster Public School.

E1-3 The term "Association" shall mean the Westminster Education Association.

E1-4 The term "District" shall mean Westminster Public Schools.

E1-5 The term "Superintendent" shall mean the Superintendent of Schools of the District.

E1-6 The term "school year" shall mean the period of time from the opening of the schools of the District in the fall, usually in August, to the closing of the schools in the spring, usually in June.

E1-7 The term "parties" or "party" shall mean the District and/or the Association.

E1-8 The term "supervisor" shall mean any building administrator or the administrator of any work location or functional division.

E1-9 Except when modified by the word "calendar", or by some other word, the term "day" shall mean a work day, that is, a day on which an employee is responsible to perform services for the District.

E1-10 The "negotiating unit" shall consist of all educational support professional employees of the District who are working at least four (4) hours per day and are not excluded by Board policy.

ARTICLE E2 - Retained Rights

The Board of Education and the Association recognize that the Board of Education has certain powers, discretions and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. It is further understood between the parties that all rights and authority of the Board of Education, which are not specifically waived, compromised, or otherwise mentioned or limited in this agreement, shall be retained by the Board of Education.

ARTICLE E3 - Recognition

The Board recognizes the Association as the exclusive representative of and negotiating agent for the ESP Unit as defined in E1-10.

The association will represent equally all members of the negotiating unit without regard to membership in, participation in, or association with the activities of the Association and/or other employee organization. The parties recognize that membership in the Association is not a requirement for employment by the District.

The exclusive recognition shall continue throughout the term of this Agreement provided, however, that any person represented by the negotiating agent may during the month of March and October of any year submit a petition to the Board signed by thirty percent (30%) of the persons represented by the negotiating agent stating that they desire to be represented by another organization or by no organization. Said petition shall request that an election be held to determine what representation, if any, the bargaining unit will have. The petition shall have stated thereon, exactly, the question before the negotiating unit.

If the Board of Education has a question regarding representation, the Board of Education, by a majority vote, may call for an election during the months of March and October.

Within thirty days of receipt of the petition by the Secretary of the Board of Education or a vote by the Board calling for an election, the Secretary shall hold a fair and impartial election to answer the question stated on the petition. To oversee the election and to assure the election is run in a fair and impartial manner, the President of the Board of Education shall appoint a six (6) member election commission consisting of two persons representing the Association, two persons representing the Board, and two persons representing the petitioners. The Association shall have the right to designate its two commission representatives. It will be the responsibility of the election commission to conduct and to certify the results of the election. The Board shall pay the cost of the election. No more than one such election shall be held in any one school year.

A majority for the purpose of the election shall be a majority of the persons voting in the election.

If recognition is lost pursuant to the process described herein, this Agreement shall expire as of the date of the election.

ARTICLE E4 - General Provisions

E4-1 This agreement shall constitute the full and complete commitment between Westminster Public Schools and the Westminster Education Association.

E4-2 Neither the Board nor the Association will discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, disability or membership in any Educational Support Professional Organization.

E4-3 This Agreement may be altered, changed, added to or deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

E4-4 In the event that any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

E4-5 If there is a conflict between adopted Board Policy and/or Superintendent's Policy and the terms and conditions of this negotiated Agreement, the terms and conditions of this negotiated Agreement shall control.

ARTICLE E5 - Conducting Negotiations

INTRODUCTION

The parties agree that during the 2027, and 2028 negotiations, the following steps will apply:

E5-1 The parties will utilize a combination of traditional bargaining and the interest-based problem solving procedure. Both sides will agree on whether to use traditional or interest-based bargaining depending on what issue is being bargained.

E5-2 If a breakdown should occur, the Federal Mediator will be called to provide on-site assistance to move beyond the breakdown and continue the interest-based problem solving procedure. A "breakdown" occurs when either party determines that an entire Tentative Agreement has not been reached.

E5-3 If a breakdown should occur after the Federal Mediator has been utilized, the parties agree to proceed directly to fact-finding utilizing Section E5-11 through E5-12 requesting a "fast track" by the fact finder.

E5-4 During negotiations, the Board and the Association, through their respective negotiating teams, will make available relevant data, exchange points of view, present options, and develop standards to judge options. Upon request of either team, the other team will make available for inspection its records and data pertinent to the subject of negotiations.

E5-5 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues, which arise during the negotiations process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.

E5-5-1 Either party may bring a MOU as one of its issues for negotiations in accordance with Article E22-1.

E5-6 Either party may, if it so desires, utilize the services of consultants to assist in negotiations.

E5-7 Negotiation sessions between the parties' respective negotiating teams shall be conducted at mutually agreeable times and locations. All negotiation sessions shall be open. The parties will agree on any communications to be released prior to fact finding**.**

E5-8 The names of the members of the respective negotiating teams will be exchanged no later than at the first negotiating session. Each team will be limited to ten members including consultants**.** Unless otherwise agreed upon, the composition of the respective negotiating teams shall not be changed during the period of negotiations, except for extenuating circumstances such as illness or leaving the employment of the District.

E5-9 When both teams desire that negotiations be scheduled during the school day and the Superintendent authorizes it, the members of the Association's team shall be released from their regular duties without loss of time and pay.

E5-10 Tentative agreements reached during negotiations will be reduced to writing and will have conditional approval of both teams. Such conditional approval shall be acknowledged by the spokesperson initialing and dating the proposal. Tentative Agreement on individual proposals will be conditional upon the approval of an entire Tentative Agreement by both teams. When the teams reach a Tentative Agreement, it will be presented to the Association and to the Board for ratification. Members of WEA and the Board will have draft language before both sides vote on the Tentative Agreement. Upon ratification of the Tentative Agreement by the Association and thereafter by the Board, the Agreement will be executed by the appropriate officers of the parties, and will become effective in accordance with Article E19. If either the Association or the Board fails to ratify the Tentative Agreement as presented within twenty (20) calendar days of the date such Tentative Agreement was reached, the team of the party failing to ratify will promptly notify the other team. Following such notification, negotiations will resume as provided in this Article E5.

E5-11 Impasse

E5-11-1 If the negotiations do not result in a Tentative Agreement within twenty-eight (28) calendar days from the commencement of negotiations, the parties may agree to extend negotiations by mutual consent. Absent such consent or at the end of any such extension, the issues in dispute shall be submitted to a fact finder. If the parties are unable to agree on a fact finder, within one business day from the date an impasse has occurred, the parties will jointly request the American Arbitration Association to submit simultaneously to each party identical lists of five persons skilled in fact finding in educational matters. Each party shall cross off any names to which it objects on the list, number the remaining names in the order of its preference, and mail the list to the American Arbitration Association.

If a party does not mail the list within seven calendar days of the postmarked date of the letter with the list of fact finders from the American Arbitration Association, all persons named on such list shall be deemed acceptable.

E5-11-2 From among the persons who have been approved on both lists of fact finders, and in accordance with the designated order of mutual preference, the American Arbitration Association shall appoint a fact finder.

E5-11-3 If the teams fail to agree upon any of the persons named, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a fact finder from its other members without submitting additional lists.

E5-11-4 Fact-finding shall be scheduled to commence within three weeks of the appointment of the fact finder.

E5-12 Fact Finding

E5-12-1 The fact finder will have the authority to hold hearings and make procedural rules.

E5-12-2 All hearings by the fact finder shall be held in open session.

E5-12-3 If the fact finder requests, a certified court reporter shall take a stenographic record of the hearing and copies of the transcript shall be provided to the fact finder and the teams. The costs for the stenographic record will be shared equally by the parties. Or, if the fact finder does not so request, either party may arrange for a certified court reporter to take a stenographic record of the evidence taken at the hearing. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of making the stenographic record. Post hearing briefs, if any, shall be submitted within ten (10) days after the stenographic record, if any is filed.

E5-12-4 Within 30 calendar days after the conclusion of such hearings, the submission of a transcript of the hearing, if any, or submission of post-hearing briefs, if any, whichever occurs last, the fact finder shall submit a report in writing to the teams only. The report shall set forth the fact finder's findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor on the Association.

E5-12-5 Within five (5) days after receiving the report of the fact finder, the teams will meet to discuss the report, which meeting is a continuation of the negotiations process. No public release of the report may be made until after the conclusion of such meeting or subsequent agreed upon meetings. At this meeting(s) each party will advise the other of its position on the Fact Finder's report and the reasons therefore. If no tentative agreement is reached on the disposition of the Fact Finder's report during those meetings, the report will be acted upon in accordance with Article E5-12-6.

E5-12-6 The parties shall take official action on the report of the fact finder no later than ten (10) calendar days after the conclusion of the meetings described in Article E5-12-5.

E5-12-7 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 parties.

ARTICLE E6 - Grievance Procedure

E6-1 Purpose

E6-1-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time, arise.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E6-2 Definition

E6-2-1 A "grievance" will mean a claim or complaint by an employee, a group of employees, the Association or the Superintendent that there has been a violation, a misinterpretation, or an inequitable application of any of the provisions of this Agreement, or that a condition exists which jeopardizes an employee's health or safety. The term "Grievance" will not apply to any matter for which the method of review is prescribed by law or the Board of Education is without authority to act.

E6-2-2 "Party(ies) in interest" will mean the employee or group of employees making the claim or complaint, the Association, or the Superintendent, including designated representatives as provided-for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

E6-2-3 The "grievant" is the employee, group of employees, the Association or the Superintendent with a grievance.

E6-2-4 "Level" will mean the separate and distinct stages to be followed in sequential order in the processing of a grievance.

E6-3 Time Limits

E6-3-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered as the maximum. The time limits specified may, however, be extended by written agreement of the parties.

E6-3-2 No grievance will be recognized by the Board or the Association unless it shall have been presented in writing on the grievance forms developed by the parties at the appropriate level within fifteen (15) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be deemed forever waived.

E6-3-3 Failure at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level.

E6-3-4 Failure to render a decision within the specified time limits will be deemed to be a reason for advancing the grievance to the next level of the procedure.

E6-4 Informal Procedure

E6-4-1 A grievant may first discuss the grievance with the grievant's supervisor or designee, individually or accompanied by an Association representative, with the objective of resolving the grievance informally.

E6-4-2 If the grievant is not satisfied with the outcome of the informal procedure, the grievant will have the right to proceed to the formal procedure.

E6-5 Formal Procedure

E6-5-1 Level One

If the grievant is not satisfied with the outcome of the informal procedure, or chooses not to use the informal level, the grievant will present the grievance in written form to the supervisor or designee. Information copies will be sent to the Association and the Superintendent or the Superintendent's designee. Within five (5) days of the receipt of the grievance, the supervisor or designee will meet with the grievant for the purpose of attempting to resolve the grievance. The supervisor or designee will, within five (5) days after the hearing, render a decision and the reasons therefore in writing to the grievant and the Association, and the Superintendent or Superintendent's designee.

E6-5-2 Level Two

If the grievant is not satisfied with the decision at Level One, the grievant may within five days after receiving such decision, file the grievance with the Association. If the Association deems that the grievance is meritorious, the Association may file the grievance with the Superintendent, within five days of the date on which the grievant filed the grievance with the Association. Within ten days thereafter, the Superintendent, or the Superintendent's designee, will meet with the grievant and Association representative(s) for the purpose of attempting to resolve the grievance. A record of such hearing will be kept by the Superintendent's office and made available to any party in interest upon request. The Superintendent, or the Superintendent's designee, will, within five days after the hearing, render a decision and the reasons therefore in writing to the grievant and the Association.

E6-5-3 Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five days thereafter, request the Association to submit the grievance to arbitration.

If the Association deems the grievance meritorious, it may, within seven (7) calendar days thereafter, make written demand to the Superintendent that the grievance be submitted to arbitration. Within seven (7) calendar days from the date arbitration is demanded, if the parties cannot mutually agree on an arbitrator, they will submit a request to the American Arbitration Association to submit simultaneously to each party identical lists of the names of five persons skilled in the arbitration of educational

matters. Each party shall cross off any names to which it objects, number the remaining names in the order of its preference, and mail the list to the American Arbitration Association. If a party does not mail the list within seven calendar days of the postmark date, all persons named thereon shall be deemed acceptable.

E6-5-4 From among the persons who have been approved on both lists and in accordance with the designated order of mutual preference, the American Arbitration Association shall appoint an arbitrator.

E6-5-5 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 lists of names, the American Arbitration Association shall appoint an arbitrator from its other members without submitting additional lists.

E6-5-6 The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the close of hearings, the submission of post-hearing briefs, if any, the submission of the transcript of the hearing, if any, or, in the event oral arguments have been waived, then from the date the final statements and evidence are submitted.

E6-5-7 The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact reasoning, conclusion and recommendations shall be consistent with law and with the terms of this Agreement. The report shall be advisory only and binding neither on the Board nor the Association.

E6-5-8 The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of the specific articles of this Agreement, or to consideration of whether a condition exists which jeopardizes an employee's health or safety.

E6-5-9 If, at any time, either party disputes the arbitrability of any grievance under the terms of this Agreement, such dispute may be submitted to arbitration in accordance with the procedures established by this Article.

E6-5-10 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the parties, unless the arbitrator determines either party's position is frivolous or lacks any substantial justification, in which case the arbitrator may charge all costs and expenses against that party.

E6-5-11 Either party may request that a certified court reporter take a stenographic record of the evidence taken at the hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of making the stenographic record.

E6-5-12 Within five days of receipt of the arbitrator's report, representatives of the parties shall, upon request, meet to discuss the report.

E6-5-13 The Board shall act on the arbitrator's report within 25 days of the meeting referred to in Article E6-5-12 above, or if no such meeting is held, then within 30 days of receipt of the arbitrator's report.

E6-6 Rights of Employees to Representation

E6-6-1 Neither the Board nor any member of the Administration will take any reprisal affecting any employee, any Association representative, nor any witnesses called by reason of such participation in this grievance procedure.

E6-6-2 Any party in interest may be represented at any level of the grievance procedure by a person(s) of his/her own choosing, except that he/she may not be represented by a representative or officer of any Educational Support Organization other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present, and to state its views at any level of the formal grievance procedure.

E6-7 Miscellaneous

E6-7-1 If a grievance is filed which might not be finally resolved at Level Three prior to the end of the school year under the time limits set forth, such time limits may, by agreement of the parties, be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

E6-7-2 All written and printed matter dealing with the processing of a grievance will be filed separately from the files of the central officer personnel grievant or any other party in interest.

E6-7-3 To facilitate operation of the grievance procedure, necessary forms will be jointly prepared by the parties, with costs being shared equally and copies distributed to all buildings and the Association.

E6-7-4 The parties will make available to the parties in interest pertinent information and documents not privileged under law in their possession or control which are relevant to the issue(s) raised by the grievant.

E6-7-5 When it is necessary at Level Two or Level Three for a representative(s) of the Association or other employees to attend meetings or hearings held during pupil contact time, the Superintendent will notify the supervisor concerned and such personnel will be released from their regular duties without loss of pay for such time as their attendance at such meetings or hearings is required. Every effort will be made to avoid disruption of the regular school day.

E6-7-6 The Association may call upon the professional services of legal counsel, the Colorado Education Association, or the National Education Association at Levels One, Two or Three of this grievance procedure.

E6-7-7 Should any employee elect to pursue any legal or statutory remedy for any alleged breach of any adopted policy of the Board, or any alleged violation of his/her rights under this Agreement, such election will bar any further or subsequent proceedings for relief under this Agreement.

E6-7-8 At Levels One, Two and Three of this grievance procedure, the grievant shall on the appropriate form: briefly state the facts giving rise to the grievance; refer to the specific provision or provisions of the Agreement alleged to have been violated, or describe the condition which exists which allegedly jeopardizes the grievant's health or safety; and specify the relief sought.

E6-8 Superintendent Grievance

E6-8-1 The provisions of Sections E6-4-1 through E6-5-2 of this Agreement shall not apply to grievances filed by the Superintendent.

E6-8-2 Before filing a grievance under this Article the Superintendent shall first attempt to meet with the Association President to discuss the subject of the grievance.

E6-8-3 Within seven (7) calendar days after meeting with the Association President, or if no meeting occurs, within fifteen (15) days after the Superintendent knows of the events giving rise to the grievance, the Superintendent may file a written grievance with the Association President.

E6-8-4 Designated representatives of the Association and the Superintendent shall meet to discuss each grievance filed by the District within 10 days after the grievance is filed. Within 5 days after such meeting the Association shall provide the District with a written statement setting forth its position on the grievance.

E6-8-5 If the District is not satisfied with the Association's position, it may demand arbitration within 5 days of receipt of the Association's statement, which shall be conducted in accordance with the procedure established in this Article.

ARTICLE E7 - Transfers

E7-1 Transfer shall mean the full-time relocation from one building site to another building site. Openings of less than one year shall be filled on an interim basis and shall not be subject to the provisions of this Article for the following year. Requests for transfer shall be considered on the basis of qualifications for the position desired. In filling a vacancy, the District will take into account the program needs of the District and will consider, among other things:

1. The skills desired for the position;
2. The employee's experience, including length of service in the District and the most recent work experience;
3. The employee's educational preparation and training; and
4. The employee's job performance while employed by the District.

E7-2 Announcement of vacancies will be posted promptly in all buildings as they occur except during periods when school is not in session. Such announcements will include the name of the school where the vacancy exists. During such periods, vacancies will be posted in the District Human Resources Office. Employees will have at least five (5) days to respond to an announcement of a vacancy. During the summer months vacancies will be announced on the school district website. Every effort will be made to post vacancies for new schools prior to the end of March.

E7-3 The employee requesting a transfer may state in writing the specific position(s) desired and the employee's qualification for such position(s). If the employee believes special circumstances exist which should be brought to the attention of the Chief of Staff, such circumstances should be indicated with the request for a transfer.

E7-4 Whenever possible, the District will interview at least three qualified employees who have filed a Request for Transfer to a vacant position. However, the School District shall in no way be limited in the number of applicants that it may interview for any vacancy.

E7-5 Evaluative information, other than that contained in personnel files of those employees under consideration, shall not be solicited from any source unless the information is requested with the knowledge of the employee seeking the transfer.

E7-6 Applicants for transfer shall be notified of the employee selected. In the event that an applicant, who was granted an interview, so desires, to know the reasons for non-selection, the applicant may make written request to the Chief of Staff to ascertain the reasons why the applicant was not selected for the vacancy.
The Chief of Staff, or designee, shall make a written reply to the applicant stating the reasons why the applicant was not selected for the vacancy.

E7-7 The Chief of Staff will make every effort to process requests for transfer prior to hiring new employees.

E7-8 Employees selected for involuntary transfer that are requested by the Administration shall be notified of the involuntary transfer 30 days prior the date of transfer, whenever possible. In the event that an employee, who was involuntarily transferred, desires to know the reasons for the transfer, the employee may make written request to the Chief of Staff to ascertain the reasons why the employee was selected for involuntary transfer. The Chief of Staff, or designee, shall make a written reply to the employee stating the reasons why the employee was selected for involuntary transfer.

E7-8-1 Whenever possible, employees who have been involuntarily transferred within the previous four (4) years will not be considered for involuntary transfer.

E7-8-2 Involuntary transfers will be made for sound educational reasons or in the best interests of the District, in the District's discretion.

E7-8-3 When an employee is transferred involuntarily, the employee shall remain in the same job classification if an opening exists in the employee's former job classification.

E7-9 The Board of Education, through its representatives, reserves the right to assign or reassign any ESP employee at any time in accordance with District needs.

E7-9-1 Employees selected for an involuntary change in hours or shifts within a worksite shall be notified of the reassignment seven (7) days prior to the date of reassignment, whenever possible. In the event that an employee who was involuntarily reassigned desires to know the reasons for the reassignment, the employee may make a written request to the Chief of Staff to ascertain the reasons for the reassignment. The Chief of Staff, or designee, shall make a written reply to the employee stating the reasons why the employee was selected for involuntary reassignment.

E7-9-2 Involuntary reassignments will be made for sound educational reasons or in the best interests of the District, in the District's discretion.

ARTICLE E8 - Disciplinary Actions

E8-1 Employees will be provided with written notice of charges or complaints prior to action being taken.

E8-2 No non-probationary employees will be disciplined without just cause. Probationary status is defined by Board policy.

ARTICLE E9 - Reduction in Force

E9-1 If the Board of Education is going to consider the reduction in the number of positions within the bargaining unit, it shall first notify WEA of its desire to explore such a reduction. WEA and District representatives shall meet within ten (10) days of such notification to discuss the potential reduction in force. The parties will explore the need for the reduction and any alternatives.

E9-2 In the event the Board decides to move ahead with the implementation of a reduction in force, the Board may institute a reduction in force in any department or division when it deems it necessary. In the event that a reduction in the number of positions within a given department or division is necessary, the District shall provide thirty (30) days written notice to the affected employees.

E9-3 Normal attrition, volunteers, and probationary staff shall be considered prior to any staff reductions, after which staff reductions shall be based on job performance and length of service with the District.

E9-4 Employees who are separated as the result of a reduction in force shall be placed on a layoff list, which shall be maintained by the District; and such employees shall have a right to recall to the position they previously held if such positions become available for the period of eighteen (18) months from the date of layoff.

E9-5 Notices of recall shall be sent by certified or registered mail to the last known address shown on the District records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the laid off employee to keep the District notified of his/her current address. A recalled employee shall be given three (3) working days from receipt of notice to accept the position and fourteen (14) calendar days to report to work. Failure to report within the specified timeframe shall result in loss of any recall rights.

E9-6 Length of Service: An employee's length of service date shall be defined as the date designated on the Board action item approving them as an employee of the District. Length of service will be considered broken when an employee terminates her/his employment with the District for any reason. Approved leaves of absence and involuntary interruptions of less than ninety (90) days will not be considered a break in service. In the event two or more employees share the same length of service date, length of service will be determined by lottery.

ARTICLE E10 - Personnel Files

E10-1 Except for confidential references given prior to the beginning of employment, an employee, upon request, shall have the right to review the contents of the employee's permanent personnel file maintained at the District's Administration Building, and to make copies of any documents contained in such file at the employee's own expense.

E10-2 No material derogatory to an employee's conduct, service, character or personality shall be placed in such file unless the employee has been given the opportunity to review such material. The employee will acknowledge that the opportunity to review such material has been given by signing the material to be placed in such file. The parties understand and agree that the signature merely means that the employee has read such material and does not mean that the employee necessarily agrees with the statements contained in such materials.

E10-2-1 The employee shall have the right to file a written reply to such materials within twenty (20) work days of the date on which the employee was given the opportunity to review such material. Such reply may be reviewed by the Superintendent, or the Superintendent's designee, and shall be attached to the material to which it pertains. No anonymous complaints shall be placed in an employee's personnel file.

ARTICLE E11 - Liability Insurance Coverage

E11-1 When a civil claim is made or a civil action commenced against an employee for injury (i.e., death, injury to a person, damage to or loss of property of whatsoever kind, which would be actionable in tort) caused by an act or omission of such employee during the performance of such employee's duties and within the scope of such employee's employment, except where such act or omission is willful or wanton, the District will provide liability insurance coverage for such employee in an amount not less than $100,000. And, under such circumstances the employee may request the District, or its liability insurance carrier, to furnish legal counsel to defend such claim or action.

ARTICLE E12 - Personal Injury Leave

E12-1 Employees temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and incurred in the course of their employment by the District, and not as a result of their own negligence or disobedience of reasonable rules and regulations, shall be granted personal injury leave of up to 45 days with full pay, less the amount of any Workman's Compensation payment benefits, or awards made for temporary disabilities due to said injury. No part of such leave will be charged against the employee's cumulative leave.

E12-2 The District and/or the District's insurance carrier shall be subrogated to the claims of such employee against any third person or persons for the amount of benefits paid by the District.

E12-3 If an employee incurs a personal injury arising out of and incurred in the course of such employee's employment by the District, and not as a result of such employee's own negligence or disobedience of reasonable rules and regulations, and such injury is compensated by no-fault insurance for the first three days of such injury, and for which the District's Workman's Compensation insurance carrier makes no payments, the employee shall not be granted personal injury leave for those three days unless the employee assigns any such payment to the District.

ARTICLE E13 - Bereavement Leave

E13-1 Bereavement leave of up to three (3) days shall be granted to an employee who has a death in the immediate family. Such bereavement leave may be extended by up to an additional two (2) days for a total maximum of five (5) days, and any such additional time shall be charged as follows: one-half (1/2) to the employee's available cumulative leave, or if not available, as leave without pay, and one-half (1/2) paid by the District. For further clarification, "immediate family" means a spouse, sibling, parent, child, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law, or for someone whose relationship with the employee is similar.

ARTICLE E14 - Personal Property

E14-1 In the event an employee, while acting within the scope of the employee's employment, has his/her personal effects such as clothing, glasses or jewelry, damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District will, under District procedures, reimburse the employee for the cost of repair or reasonable replacement, provided such damage or destruction is not the result of the employee's negligence.

E14-2 Stolen and Vandalized Property

E14-2-1 A fund will be created for the 2025-2026 school year with a one-time payment of $5,000.00 by the School District and a voluntary monthly contribution of $1.00 from each participating employee. A participating employee who has personal property stolen or vandalized during working hours on School District property, through no fault of the participating employee, may apply for reimbursement from the fund for replacement or repair of the property up to a maximum of $250.00 or the participating employee's insurance deductible, whichever is less, provided the participating employee files a police report on the damaged or stolen item within 24 hours of such occurrence. The District will develop guidelines for application and approval of requests for reimbursement. Once the fund reaches $1,000, the District will allocate money to the fund up to the original $5,000 amount.

E14-2-2 The District and WEA shall meet yearly to discuss the effectiveness of the fund and to suggest any changes necessary for staff.

ARTICLE E15 - Association Rights

E15-1 During the term of office, the Board will grant the president of the Association released time on a half time or full-time basis from District responsibilities without penalty as to placement on the salary schedule, PERA coverage, fringe benefits or specific job assignments. The Association will reimburse the District for the salary, benefits, and PERA costs of the president.

E15-2 The Association will notify the District not later than May 1 of each year of its plan for released time for the president for the next school year. If the Association fails to notify the District by May 1, the Association president may not be granted released time for the next school year.

E15-2-1 The Association shall receive annual credit toward the cost of salary, benefits, and PERA of the Association President during the release time provided in section E15-2 for the equivalent of $50.00 multiplied by the total number of ESP in the bargaining unit.

E15-3 While the president of the Association continues as an employee of the District during the released time provided for in this Article, the Association president is responsible and accountable to the Association. The president will discharge Association duties in a manner compatible with the regular schedule of normal ongoing school activities.

E15-4 The District will select and employ any needed replacement for the president.

E15-5 The Association shall be entitled to up to three hundred eighty (380) hours of release time during each school year provided the Association pays the cost of the substitute employee at the appropriate daily cum leave payoff amount. While the use of this time shall be determined by the Association, whenever possible, a request must be made in writing to the District at least five (5) days prior to the utilization of any such time specifying the day or days on which the time will be utilized, the employee(s) to be released, and such request shall be approved by the Chief of Staff.

E15-6 The president, the president's designee, and the Association's UniServ Director(s) shall have the right to visit any work site on the condition that they give advance notice to the supervisor's office of such visit. Visits that are made to solve special problems of employees shall not interrupt the normal work schedule or disrupt the workday and will be scheduled before or after the normal workday.

E15-7 The Association, or its designated staff representatives, shall have the use of school meeting rooms without cost on any day when requested through the Superintendent, or the Superintendent's designee, and where prior reservation of such meeting rooms has not been made by and granted to others. Such permission is not transferable and shall be revocable upon due notice.

E15-8 The Association, or its designated faculty representatives, shall have the right to place notices, circulars, and other materials relevant to Association business on staff lounge bulletin boards and

in employees' mail boxes on the condition that a copy of such materials be given to the supervisor prior to such placement.

E15-9 The Association shall be permitted to use the District's regularly scheduled daily school mail delivery service.

ARTICLE E16 - Dues Deduction

E16-1 The District agrees to deduct from employees' salaries amounts sufficient to pay the annual dues of the Association, the Colorado Education Association and the National Education Association, which have been requested in writing by individual employees. The amounts to be deducted will be certified by the Association to the District. The District further agrees to transmit all such amounts to the Association on a regular monthly basis.

E16-2 In the event that a clerical error is made by the District in making the deductions referred to in Article E16-1, or with respect to salary, fringe benefits or other payroll deductions, such error shall immediately be brought to the attention of the Chief of Staff. In such event, efforts shall be made by the District and the employee to remedy such error in a mutually agreeable manner.

E16-3 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this Article.

ARTICLE E17 - Compensation

E17-1 Salary Schedule

The 2025-2026 salary schedule is contained in Appendix A-1 and A-2, which reflects a 1% cost of living adjustment. Additionally, vertical steps will be implemented for the 2025-2026 school year. Educational Support Professionals frozen at the last row based on the salary placement in 2024-2025 school year will receive a 2% vertical increase equivalency.

The 2026-2027 salary schedule is contained in Appendix A-3 and A-4, which reflects a 1% cost of living adjustment. Additionally, vertical steps will be implemented for the 2026-2027 school year. Educational Support Professionals frozen at the last row based on the salary placement in 2025-2026 school year will receive a 2% vertical increase equivalency.

E17-2 A longevity increment of $2,000 will be paid in a lump sum by separate check in the month following the completion of 16 years of continuous service in the District. The effective date for calculation of the 16 years of continuous service is the employee's date of hire as approved by the Board of Education. Breaks in service are governed by the provision of Article E9-6.

E17-3 Cumulative Leave Days: Each June Educational Support Professionals shall receive, in addition to regular pay and benefits, payment at a daily rate for all cumulative days accrued but not used by the employee the preceding year. Employees who work part-time will receive payment on a pro-rata basis. Unused cumulative leave rates in effect as of July 1, 2004:

INST01	$80
INST02	$88
INST03	$100
NONINST01	$70
NONINST02	$86
NONINST03	$92
NONINST04	$104
NONINST05	$120
AUXTECH01 to 1.1	$74
AUXTECH02	$88
AUXTECH03 to 3.1	$92
AUXTECH04 to 4.3	$116
AUXTECH05	$144

E17-4 Notwithstanding any other provisions of this Article E17-4 employees will advance a vertical step in the 2025-2026 school year and the 2026-2027 school year. In such cases the employee will receive a subsequent evaluative rating within 40 to 60 work days. If the employee's overall rating is no longer unsatisfactory in a subsequent evaluation, the employee will be granted his/her vertical step, not retroactively, effective on the following pay period. Evaluative rating will be based on the criteria in the ESP Performance Appraisal Evaluation instrument and will

be supported by observations or other evidence. Prior to rating an employee unsatisfactory, the evaluator must, to the extent possible, have advised the employee of any perceived deficiencies and provided the employee with a reasonable amount of time to improve.

E17-5 Promotions/Transfers

Employees who are promoted or transfer to a higher classification will be paid at the same step in the new column.

E17-6 Involuntary Transfers

Employees who are involuntarily transferred into a classification with a lower pay range will continue to be paid at their same hourly rate for up to one school year. Thereafter, the employee will be paid in accordance with the range for the classification.

E17-7 Classification Committee

The District will establish a joint committee to review the classification system. One third of the system will be evaluated each year. WEA will appoint the ESP members on this committee. This committee will also hear appeals from individuals each fall who believe their position should be reclassified.

E17-8 New Hires

New employees to the District will, whenever possible, be placed no higher than step 8. New employees may be placed above step 8 if their position is hard to fill.

E17-9 Class Coverage

When an employee is assigned or covers for a teacher or a class, the employee will receive, in addition to his/her regular rate of pay, $4.00 per hour for the time spent in such coverage.

E17-10 Vacation

Full time 12 month employees will earn vacation as follows:

Years 1-5
A full-time 12-month Educational Support Professional will earn 10 days of vacation in the first year of employment, to be taken prior to the end of his/her second year of employment.

Years 6-11
A full-time 12-month Educational Support Professional in the sixth year of employment will earn 15 days of vacation to be taken prior to the end of his/her seventh year of employment.

12 of more years

A full-time 12-month (260 day) Educational Support Professional in his/her 12th year of employment will earn 20 days of vacation to be taken prior to the end of his/her 13th year of employment.

Vacation days are prorated by the employee's anniversary date. As an example, an employee earns his/her vacation the first year to be used the following year. Since vacation days are earned from July 1st to June 30th, an employee with an anniversary date of February 1st will earn vacation days for five months worked. This is five months x 5/6 days = 4.17 days or four vacation days. The four vacation days can be taken from July 1 to June 30 of the following year.

Requests for vacation should be submitted to an employee's supervisor no more than 45 days prior to the vacation date. Approval or denial of the vacation will be made by the supervisor within two weeks of the request being submitted. The supervisor shall send an email to the employee stating that they did receive the vacation request.

Vacation days may not be carried over to the next year unless the superintendent gives approval.

Employees who transfer from nine, ten, or eleven-month positions will receive vacation on a pro-rated basis.

ARTICLE E18 - Insurance

E18-1 Hospital and Medical Insurance

E18-1-1 Effective January 1, 2025, the District will pay full individual premium cost of the current hospital and medical insurance program for each employee up to a maximum of $711.84 per month. The District will offer a Section 125 type plan.

E18-1-2 Effective January 1, 2025, if an employee and a spouse are both employed by the district, the district will pay a maximum of $2,300.00 per month per couple toward family coverage.

E18-1-3 Effective January 1, 2026, the District will pay full individual premium cost of the current hospital and medical insurance program for each employee up to a maximum of $736.43 per month. The District will offer a Section 125 type plan.

E18-1-4 Effective January 1, 2026, if an employee and a spouse are both employed by the district, the district will pay a maximum of $2,385.00 per month per couple toward family coverage.

E18-2 Life Insurance

E18-2-1 The District will pay the full cost of the mandatory life and disability program. The mandatory life insurance shall provide $1,000 coverage for each $1,000 of each employee's salary. The amount of the coverage shall be rounded to the nearest $1,000.

E18-3 Dental Insurance

E18-3-1 Effective January 1, 2025, the District will pay the premium cost for individual coverage in a dental insurance plan approve by the School District up to a maximum of $36.25 per month.

E18-3-1 Effective January 1, 2026, the District will pay the premium cost for individual coverage in a dental insurance plan approve by the School District up to a maximum of $40.34 per month.

E18-4 Benefit Changes

E18-4-1 No changes in the benefit portion of the current insurance program will occur without prior consultation with the District Insurance Committee.

ARTICLE E19 - Working Conditions

E19-1 Paydays

Regular full-time employees will be paid in twelve equal installments, usually on the last working day of each month. Should scheduling of computer time or other problems interfere with this practice, salary checks will be issued as close as possible to the last working day of the month.

E19-2 Classified Work Week

For purposes of definition, each workweek begins at 12:01 a.m. each Monday. The workweek for employees who regularly work eight (8) hours per day will be forty (40) hours. All ESP employees shall be paid overtime at the rate of one and one-half times the employee's regular rate of pay only for hours over 40 actual hours worked in a workweek. Paid bereavement leave shall be counted as hours worked for purposes of calculating overtime. An employee may, prior to working hours over 40, request an exception whereby paid leave (other than bereavement leave) would count toward actual hours worked for calculation of overtime, but such exception must be approved in advance of the time worked by the Division Executive Director and Chief of Staff.

E19-3 Classified Workday

The workday for full-time classified employees will be eight (8) hours, inclusive of a fifteen (15) minute break for each four (4) hour period, but exclusive of a thirty-minute lunch period. Employees who work more than four (4) consecutive hours will also be entitled to a fifteen (15) minute break for every four (4) hours worked.

E19-4 Short-term Involuntary Assignments

The District agrees that it will take reasonable steps to seek volunteers prior to making an involuntary assignment. When a short-term involuntary or voluntary assignment is made, mileage between sites will be paid pursuant to Article E19-5.

E19-5 Mileage

Employees who are required to travel between worksites will be paid mileage according to the rate established by the Internal Revenue Service (I.R.S.).

E19-6 Student Supervision

Buildings will develop guidelines for coverage of staffing and unexpected situations.

E19-7 There will be a collaborative meeting within each department to set down the parameters for the use of flexible schedules during summer months. Each work site shall consider options for flexible hours for that work site, if possible. Any flexible schedule for the summer months will commence with the summer of 2004. Employees will be given adequate notice when the Association and the District agree on such matters.

E19-8 Using data/feedback from the ESP Evaluation Committee, the ESP probationary period has been reduced from two years to one year. Effective May 30, 2007, any ESP employee who has been with the District for one year or more will be considered non-probationary.

E19-9 Employees will be notified of their date of assignment, insofar as possible, no later than May 15 of each year. If this is not possible, the employee will be notified by May 15 when to expect the notification.

E19-10 Any non-probationary Educational Support Professional who is rehired by the District within one year from the date of separation because of permanent restrictions as a result of on-the-job injury shall retain his/her original seniority date.

E19-11 When an employee is assigned by his/her supervisor and fulfills the duties and responsibilities of a higher classification the employee will be paid at the higher classification rate after three (3) consecutive days of performing the job duties and responsibilities. The higher rate of pay will be retroactive to the first day working in the higher classification.

E19-12 To the extent possible, the District will communicate with and involve Westminster Education Association (WEA) when it is seriously considering contracting out work currently performed by Educational Support Professionals (ESP) as soon as possible, and WEA will have an opportunity to review and discuss the matter with the District prior to the formal decision by the Board of Education.

E19-13 Whenever possible, the District and the WEA shall provide professional development jointly, including, but not limited to, topics related to Federal and state statutes and regulations.

E19-14 Professional Learning: Professional Development (PD) aimed at enhancing job performance, career progression and/or overall professional development will be provided by the District.

E19-14-1 The District will gather information, through means such as a survey, questionnaire or other appropriate mechanism, about professional development needs and interests of ESP employees to inform the provision of professional development to employees each year.

E19-15 Whenever possible, WEA will provide information to employees regarding ESP professional development opportunities available through the WEA.

E19-16 Evaluation

The District and the Association recognize that evaluation is a system of appraisal of the overall effectiveness of the employee's effort according to predetermined criteria. Its main purpose is to facilitate professional growth. The District and the Association recognize that the evaluation process can be a source of growth for the employee and agree that the evaluation process shall contain the following characteristics and rights:

E19-16-1 The purpose of the ESP employee evaluation is to improve the employee's effectiveness and competence.

E19-16-2 Evaluation is considered by the employee and the administrator as a positive process and is entered by both in a spirit of cooperation.

E19-16-3 The evaluation process will be discussed by the administrator with the employee so that the employee is aware of the procedures to be followed, their purpose, the documents to be used and the persons who will be involved in the process.

E19-16-4 The evaluation is not considered by the District or the Association as disciplinary in nature.

E19-16-5 ESP will complete a self-evaluation at the beginning of the school year.

E19-16-6 An electronic copy, or hard copy of the evaluation if requested by the employee shall be given by the end of the employee's contract year. The employee shall have an opportunity to read it and make any written response the employee wishes before it is placed in the employee's personnel file. Any written response shall also be placed in the personnel file. The signature of the employee on the evaluation is an acknowledgment that the employee read the evaluation.

E19-16-6-1 If an ESP employee does not understand the feedback that the evaluator has written in the evaluation, the employee will ask the evaluator to explain it.

E19-16-7 Written notice shall be provided to the employee at the earliest possible time when performance is considered to be below District standards.

E19-16-8 Whenever the District institutes an intervention plan for an employee, the employee may request that the Association be informed of such action, and request the Association to provide assistance to the employee.

E19-16-9 The procedures to be followed in the evaluation process shall be subject to the grievance procedure.

ARTICLE E20 - Classified Advisory Committee

E20-1 At the option of the ESP staff in each building/worksite, a Classified Advisory Committee may be elected for such building/worksite.

E20-2 The purpose of the Committee is to advise the building/worksite administrator in providing the best possible work environment for such building/worksite.

E20-3 The Committee may schedule such meetings as it deems advisable after consulting with the principal/administrator provided that the meeting contemplated is not conflicting with meetings that have already been scheduled and which require the attendance of those on the Committee, is held outside normal work hours, and attendance is voluntary.

E20-4 When the Classified Advisory Committee makes a recommendation to the principal/ administrator orally or in writing, he/she shall respond to the recommendation in kind.

ARTICLE E21 – Traumatic Events for Staff

E21 Traumatic Events for Staff: Employees shall fill out a Critical Incident Stress Debriefing document within 24-48 hours describing the event. Employees may request an in-person meeting with their supervisor to debrief the incident. In the event an incident occurs in the course of an employee's work that results in emotional trauma to that employee, the employee shall notify their supervisor within 24 hours. The employee's supervisor will check in with the employee within 24 hours of learning of the event, with an exception where either the supervisor or employee is not scheduled to work the following day or other unforeseen circumstance preclude the supervisor from making contact within 24 hours (i.e., illness, family emergency, school emergency, etc.).

E21-1 In order to assist employees in dealing with traumatic events that occur at work, employees will be educated on the ESP Handbook, including how to access the benefits provided through the Employee Assistance Program (EAP). Additionally, all ESP staff shall be required to attend mandatory mental health first aid training.

E21-2 The District shall ensure that employees are aware of Board policies, including Board Policy, KFA, Public Conduct on School Property.

E21-3 Administrators will be trained how to respond to employees who have suffered a traumatic event.

ARTICLE E22 - Term of Agreement/Interim Negotiations

E22-1 This Agreement shall become effective on July 1, 2026 and shall remain in effect until June 30, 2028.

E22-1-1 In 2026, the Negotiations shall begin on February 1st and include two issues other than salary and insurance from each side, and any other issues which are mutually agreed upon by the parties.

E22-1-2 In 2027, the Negotiations shall begin on February 1st and include economic issues of salary and insurance, two issues other than salary and insurance from each side, and any other issues which are mutually agreed upon by the parties.

E22-1-3 In 2028, the Negotiations shall begin on January 1st and include all articles of the contract.

E22-2 (The parties agree this section will not apply when interest-based problem solving is utilized.) The parties agree that the party requesting the reopening of negotiations in any year must submit all of its proposals prior to January 1 of such year. In the event that the request for reopening negotiations and the proposals are not submitted prior to January 1, the parties shall not be required to negotiate for such calendar year.

E22-3 The parties recognize that from time to time officials of the Board and the Association meet to discuss common concerns. The parties agree that these discussions will not be regarded as negotiations, as this contract represents the full and complete collective bargaining agreement between the parties.

E22-4 Printing of Agreement. The new Agreement will be available on and may be electronically downloaded from the District website. Staff members may download the Agreement and print it at the worksite. A hard copy of the Agreement will be available for review at each worksite.

E22-5 Following the expiration of this contract, the parties agree that cancellation of the contract may be made by either party with the effective date of cancellation occurring after ten teacher work days following written notification by one party to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WESTMINSTER PUBLIC SCHOOLS

By _____
Mary Beth Murphy, President

ATTEST:

_____
Daniel Orecchio, Secretary

WESTMINSTER EDUCATION ASSOCIATION

By _____
Melissa Duran, President

ATTEST:

_____
Derek Hawkins, Secretary

Appendix A-1
ESP Salary Ranges – 2025-2026

INSTRUCTIONAL SUPPORT SALARY SCHEDULE

INST 01	INST 02	INST 03
21.53 – 25.05 – 32.78	23.07 – 27.24 – 35.76	25.30 – 29.65 – 38.35
Inst Asst GenEd	Audiologist Asst	Braillist
	Hearing Interpreter	Inst Service Coordinator
	Inst Asst Career Program	Inst Asst SpEd
	Inst Asst CLD	Librarian
	Library Media Technician	Vision/Hearing Screener

NON-INSTRUCTIONAL SUPPORT SALARY SCHEDULE

NONINST 01	NONINST 02	NONINST 03	NONINST 04	NONINST 05
21.43 – 22.71 – 29.68	22.65 – 26.37 – 34.67	23.68 – 27.84 – 36.43	26.01 – 30.17 – 38.84	30.54 – 35.35 – 44.10
Building Aide	Office Assistant	Bookkeeper	Administrative Assistant	Executive Assistant
	Receptionist	Department Assistant	Buyer	Service Coordinator
			Campus Monitor	
			Community Liaison	
			Secretary to Principal	
			Systems Specialist	

AUXILIARY/TECHNICAL SUPPORT SALARY SCHEDULE

AUX/TECH 01	AUX/TECH 02	AUX/TECH 03	AUX/TECH 04	AUX/TECH 05
21.43 – 25.31 – 32.31	23.07 – 27.24– 35.76	24.59– 28.77 – 36.65	28.34 – 33.15 – 41.92	37.82 – 42.02 – 49.02
Bus Monitor	Mail Delivery	Bus Driver	*Dept./Warehouse Lead	Athletic Trainer
Custodian	Warehouse	Head Custodian Elementary	Utility Repair	Educational Interpreter
			Welder	*Licensed Electrician
		AUX/TECH 03.1		*Licensed HVAC Tech
		28.09 – 32.27 – 39.26	**AUX/TECH 04.1**	Locksmith
			29.80 – 33.70 – 42.20	Plumber
		Bus Dispatcher		Safety Coordinator
		Maintenance Specialist	Driver Trainer	Speech and Lang Asst
			Technology Trainer	System Administrator
			AUX/TECH 04.2	**** Lead position receives $2,500 stipend each year***
			33.38 – 35.88 – 42.60	
			Head Custodian Secondary	
			AUX/TECH 04.3	
			35.46 – 37.97 – 42.99	
			*Carpenter	
			Custodial Trainer	
			Mechanic	
			Sprinkler Technician	

A stipend of $2,000 will be paid to eligible employees who have completed 16 or more years of service.

PLEASE NOTE: Some of the positions included on the ESP Salary Ranges are not eligible for membership in the bargaining unit

Rev. 7/1/2026

Appendix A-2
ESP Salary Schedule – 2025-2026

	INST 01	INST 02	INST 03
1	~~$21.53~~	~~$22.50~~	~~$24.69~~
2	$21.53	$23.07	$25.30
3	$22.04	$23.68	$25.85
4	$22.56	$24.26	$26.44
5	$23.07	$24.84	$27.03
6	$23.74	$25.61	$27.92
7	$24.39	$26.44	$28.77
8	$25.05	$27.24	$29.65
9	$25.73	$28.05	$30.54
10	$26.37	$28.87	$31.42
11	$27.17	$29.72	$32.28
12	$27.98	$30.61	$33.15
13	$28.77	$31.48	$34.04
14	$29.57	$32.36	$34.92
15	$30.40	$33.24	$35.78
16	$31.19	$34.09	$36.64
17	$31.99	$34.92	$37.50
18	$32.78	$35.76	$38.35

	NONINST 01	NONINST 02	NONINST 03	NONINST 04	NONINST 05
1	~~$21.43~~	~~$22.14~~	~~$23.07~~	~~$25.40~~	~~$29.80~~
2	$21.43	$22.65	$23.68	$26.01	$30.54
3	$21.43	$23.18	$24.26	$26.57	$31.26
4	$21.43	$23.68	$24.84	$27.17	$32.00
5	$21.43	$24.18	$25.40	$27.75	$32.72
6	$21.53	$24.89	$26.21	$28.55	$33.59
7	$22.14	$25.61	$27.03	$29.36	$34.49
8	$22.71	$26.37	$27.84	$30.17	$35.35
9	$23.29	$27.10	$28.63	$30.98	$36.24
10	$23.89	$27.84	$29.42	$31.77	$37.12
11	$24.62	$28.63	$30.31	$32.65	$37.98
12	$25.35	$29.42	$31.19	$33.54	$38.85
13	$26.07	$30.24	$32.07	$34.41	$39.75
14	$26.82	$31.11	$32.93	$35.26	$40.62
15	$27.51	$32.00	$33.80	$36.18	$41.48
16	$28.25	$32.89	$34.67	$37.07	$42.36
17	$28.97	$33.78	$35.56	$37.96	$43.23
18	$29.68	$34.67	$36.43	$38.84	$44.10

	AUXTECH 01	AUXTECH 02	AUXTECH 03	AUXTECH 3.1	AUXTECH 04	AUXTECH 04.1	AUXTECH 04.2	AUXTECH 04.3	AUXTECH 05
1	~~$21.43~~	~~$22.50~~	~~$23.90~~	~~$27.40~~	~~$27.61~~	~~$29.23~~	~~$32.97~~	~~$35.05~~	~~$37.14~~
2	$21.43	$23.07	$24.59	$28.09	$28.34	$29.80	$33.38	$35.46	$37.82
3	$21.81	$23.68	$25.31	$28.77	$29.07	$30.36	$33.78	$35.88	$38.52
4	$22.52	$24.26	$26.00	$29.48	$29.80	$30.91	$34.20	$36.29	$39.22
5	$23.21	$24.84	$26.68	$30.19	$30.54	$31.46	$34.63	$36.72	$39.92
6	$23.90	$25.61	$27.40	$30.86	$31.42	$32.03	$35.05	$37.14	$40.62
7	$24.59	$26.44	$28.09	$31.56	$32.28	$32.87	$35.46	$37.54	$41.31
8	$25.31	$27.24	$28.77	$32.27	$33.15	$33.70	$35.88	$37.97	$42.02
9	$26.00	$28.05	$29.48	$32.97	$34.04	$34.53	$36.29	$38.40	$42.71
10	$26.68	$28.87	$30.19	$33.65	$34.92	$35.50	$36.72	$38.81	$43.41
11	$27.40	$29.72	$30.86	$34.34	$35.78	$36.37	$37.14	$39.22	$44.10
12	$28.09	$30.61	$31.56	$35.05	$36.66	$37.03	$37.78	$39.63	$44.80
13	$28.77	$31.48	$32.43	$35.72	$37.54	$37.72	$38.21	$40.07	$45.50
14	$29.48	$32.36	$33.27	$36.43	$38.42	$38.57	$39.05	$40.49	$46.18
15	$30.19	$33.24	$34.13	$37.14	$39.30	$39.49	$39.81	$40.87	$46.88
16	$30.87	$34.09	$34.97	$37.83	$40.17	$40.39	$40.58	$41.29	$47.60
17	$31.59	$34.92	$35.82	$38.55	$41.05	$41.30	$41.59	$42.15	$48.31
18	$32.31	$35.76	$36.65	$39.26	$41.92	$42.20	$42.60	$42.99	$49.02

Appendix A-3
ESP Salary Ranges – 2026-2027

INSTRUCTIONAL SUPPORT SALARY SCHEDULE

INST 01	INST 02	INST 03
21.75 – 25.30 – 33.11	23.30 – 27.51 – 36.12	25.55 – 29.95 – 38.74
Inst Asst GenEd	Audiologist Asst	Braillist
	Hearing Interpreter	Inst Service Coordinator
	Inst Asst Career Program	Inst Asst SpEd
	Inst Asst CLD	Librarian
	Library Media Technician	Vision/Hearing Screener

NON-INSTRUCTIONAL SUPPORT SALARY SCHEDULE

NONINST 01	NONINST 02	NONINST 03	NONINST 04	NONINST 05
21.65 – 22.94 – 29.68	22.88 – 26.63 – 35.02	23.92 – 28.11 – 36.80	26.27 – 30.47 – 39.23	30.85 – 35.70 – 44.54
Building Aide	Office Assistant	Bookkeeper	Administrative Assistant	Executive Assistant
	Receptionist	Department Assistant	Buyer	Service Coordinator
			Campus Monitor	
			Community Liaison	
			Secretary to Principal	
			Systems Specialist	

AUXILIARY/TECHNICAL SUPPORT SALARY SCHEDULE

AUX/TECH 01	AUX/TECH 02	AUX/TECH 03	AUX/TECH 04	AUX/TECH 05
21.65 – 25.56 – 32.63	23.30 – 27.51– 36.12	24.84– 29.06 – 37.02	28.62 – 33.48 – 42.33	38.20 – 42.44 – 49.51
Bus Monitor	Mail Delivery	Bus Driver	*Dept./Warehouse Lead	Athletic Trainer
Custodian	Warehouse	Head Custodian Elementary	Utility Repair	Educational Interpreter
			Welder	*Licensed Electrician
		AUX/TECH 03.1		*Licensed HVAC Tech
		28.37 – 32.59 – 39.65	**AUX/TECH 04.1**	Locksmith
			30.09 – 34.04 – 42.62	Plumber
		Bus Dispatcher		Safety Coordinator
		Maintenance Specialist	Driver Trainer	Speech and Lang Asst
			Technology Trainer	System Administrator
			AUX/TECH 04.2	**** Lead position receives $2,500 stipend each year***
			33.71 – 36.23 – 43.03	
			Head Custodian Secondary	
			AUX/TECH 04.3	
			35.82 – 38.35 – 43.42	
			*Carpenter	
			Custodial Trainer	
			Mechanic	
			Sprinkler Technician	

A stipend of $2,000 will be paid to eligible employees who have completed 16 or more years of service.

PLEASE NOTE: Some of the positions included on the ESP Salary Ranges are not eligible for membership in the bargaining unit

Rev. 7/1/2026

Appendix A-4
ESP Salary Schedule – 2026-2027

	INST 01	INST 02	INST 03
1	~~$21.75~~	~~$22.73~~	~~$24.94~~
2	$21.75	$23.30	$25.55
3	$22.26	$23.92	$26.10
4	$22.79	$24.50	$26.71
5	$23.30	$25.08	$27.30
6	$23.97	$25.87	$28.20
7	$24.64	$26.71	$29.06
8	$25.30	$27.51	$29.95
9	$25.99	$28.33	$30.85
10	$26.63	$29.15	$31.74
11	$27.44	$30.02	$32.60
12	$28.26	$30.92	$33.48
13	$29.06	$31.80	$34.38
14	$29.87	$32.68	$35.26
15	$30.71	$33.57	$36.14
16	$31.50	$34.43	$37.01
17	$32.31	$35.26	$37.88
18	$33.11	$36.12	$38.73

	NONINST 01	NONINST 02	NONINST 03	NONINST 04	NONINST 05
1	~~$21.65~~	~~$22.36~~	~~$23.30~~	~~$25.66~~	~~$30.09~~
2	$21.65	$22.88	$23.92	$26.27	$30.85
3	$21.65	$23.41	$24.50	$26.84	$31.57
4	$21.65	$23.92	$25.08	$27.44	$32.32
5	$21.65	$24.42	$25.66	$28.03	$33.05
6	$21.75	$25.14	$26.47	$28.84	$33.93
7	$22.36	$25.87	$27.30	$29.65	$34.84
8	$22.94	$26.63	$28.11	$30.47	$35.70
9	$23.52	$27.37	$28.92	$31.29	$36.60
10	$24.13	$28.11	$29.72	$32.09	$37.49
11	$24.87	$28.92	$30.61	$32.98	$38.36
12	$25.60	$29.72	$31.50	$33.88	$39.24
13	$26.33	$30.54	$32.39	$34.75	$40.15
14	$27.08	$31.42	$33.26	$35.61	$41.03
15	$27.79	$32.32	$34.14	$36.54	$41.90
16	$28.53	$33.21	$35.02	$37.44	$42.78
17	$29.26	$34.12	$35.92	$38.34	$43.66
18	$29.98	$35.02	$36.80	$39.23	$44.54

	AUXTECH 01	AUXTECH 02	AUXTECH 03	AUXTECH 3.1	AUXTECH 04	AUXTECH 04.1	AUXTECH 04.2	AUXTECH 04.3	AUXTECH 05
1	~~$21.65~~	~~$22.73~~	~~$24.14~~	~~$27.68~~	~~$27.89~~	~~$29.52~~	~~$33.30~~	~~$35.40~~	~~$37.51~~
2	$21.65	$23.30	$24.84	$28.37	$28.62	$30.09	$33.71	$35.82	$38.20
3	$22.02	$23.92	$25.56	$29.06	$29.36	$30.66	$34.12	$36.23	$38.91
4	$22.75	$24.50	$26.26	$29.78	$30.09	$31.22	$34.54	$36.65	$39.61
5	$23.44	$25.08	$26.95	$30.49	$30.85	$31.78	$34.98	$37.09	$40.31
6	$24.14	$25.87	$27.68	$31.16	$31.74	$32.35	$35.40	$37.51	$41.03
7	$24.84	$26.71	$28.37	$31.88	$32.60	$33.19	$35.82	$37.92	$41.72
8	$25.56	$27.51	$29.06	$32.59	$33.48	$34.04	$36.23	$38.35	$42.44
9	$26.26	$28.33	$29.78	$33.30	$34.38	$34.88	$36.65	$38.78	$43.14
10	$26.95	$29.15	$30.49	$33.99	$35.26	$35.86	$37.09	$39.20	$43.84
11	$27.68	$30.02	$31.16	$34.68	$36.14	$36.73	$37.51	$39.61	$44.54
12	$28.37	$30.92	$31.88	$35.40	$37.03	$37.40	$38.16	$40.03	$45.25
13	$29.06	$31.80	$32.76	$36.08	$37.92	$38.10	$38.59	$40.47	$45.96
14	$29.78	$32.68	$33.60	$36.80	$38.80	$38.96	$39.44	$40.90	$46.64
15	$30.49	$33.57	$34.47	$37.51	$39.69	$39.89	$40.21	$41.28	$47.35
16	$31.17	$34.43	$35.32	$38.21	$40.57	$40.79	$40.99	$41.70	$48.08
17	$31.91	$35.26	$36.18	$38.94	$41.46	$41.71	$42.01	$42.57	$48.79
18	$32.63	$36.12	$37.02	$39.65	$42.33	$42.62	$43.03	$43.42	$49.51

EDUCATIONAL SUPPORT PROFESSIONAL HANDBOOK

THE ATTACHED HANDBOOK IS INCLUDED FOR INFORMATION PURPOSES ONLY AND IS NOT PART OF OR INCORPORATED INTO THE AGREEMENT.

Westminster Public Schools

Where Education is Personal

EDUCATIONAL SUPPORT PROFESSIONAL (ESP)

HANDBOOK

2026 – 2027

Jeni Gotto, Ph.D.
Superintendent of Schools

Kirchers Leday
Chief of Staff

BOARD OF EDUCATION

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Director

Prepared by the Human Resources Department

WESTMINSTER PUBLIC SCHOOLS
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Westminster, Colorado 80030

Revised July 1, 2026

FOREWORD

THE POLICIES AND BENEFITS SET FORTH IN THIS HANDBOOK DO NOT REPRESENT A CONTRACT, NOR ARE THEY MEANT TO BE ENFORCEABLE PROMISES MADE BY THE SCHOOL DISTRICT. THE DISTRICT RESERVES THE RIGHT TO CHANGE OR RESCIND THESE POLICIES AND BENEFITS AT ANY TIME, AS WELL AS DETERMINE THEIR MEANING, PURPOSE, AND EFFECT. THE DISTRICT ALSO RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE WHETHER, AND TO WHAT EXTENT, THE POLICIES SHOULD BE APPLIED IN ANY GIVEN CIRCUMSTANCE. THE SPECIFIC TERMS AND CONDITIONS OF POLICIES AND BENEFITS ARE SET FORTH IN AGREEMENTS AND POLICIES DEVELOPED BY INSURERS AND OTHER BENEFITS PROVIDERS, PERA REGULATIONS, COLLECTIVE BARGAINING AGREEMENTS, AND SCHOOL DISTRICT POLICIES. EMPLOYEES SHOULD CONSULT RELEVANT BENEFIT PLAN DOCUMENTS AND/OR CONTACT THE HUMAN RESOURCES DEPARTMENT WITH SPECIFIC QUESTIONS ABOUT POLICIES AND BENEFITS.

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INTRODUCTION

The purpose of this handbook is to provide a quick reference of benefits, policies and administrative procedures that directly affect ESP employees of Westminster Public Schools.

This handbook will be available to ESP employees via the intranet, new employee orientation, and a copy will be available for review in each school/department and the administration office.

Any questions regarding this Handbook should be directed to the Human Resources Department.

EDUCATIONAL SUPPORT PROFESSIONAL (ESP)

Board of Education Policy #GD

Policies and regulations in this GD section (ESP) pertain to Educational Support Professional staff and cover all categories of staff such as secretaries, building aides, instructional assistants, clerical personnel, food services personnel, maintenance and custodial personnel, bus drivers, and any administrative personnel not requiring a professional certificate or license.

Adopted: November 28, 1995
Revised: June 26, 2012

DEFINITIONS

EDUCATIONAL SUPPORT PROFESSIONAL

An Educational Support Professional (ESP) includes all categories of service personnel: clerical, food service, maintenance, custodial, transportation, warehouse, and any other positions that do not require a Colorado Department of Education license or certificate.

Regular Full-Time Educational Support Professional

An Educational Support Professional that works four or more hours per day.

Regular Part-Time Educational Support Professional

An Educational Support Professional that works fewer than four hours per day, the same number of hours each day, 5 days a week.

Part-Time Educational Support Professional

An Educational Support Professional that works fewer than four hours per day and hours may vary.

Temporary Educational Support Professional

An Educational Support Professional that is hired on an intermittent basis to replace an absent regular full-time or part-time Educational Support Professional.

RECRUITMENT

ESP personnel will be recruited to fill existing or proposed vacancies with the intent to hire the best-qualified person available.

Colorado School Law References: 22-32-109 (1) a, b, f
22-32-110 (1) g, k, ee
22-32-126 (3)

HIRING OF EDUCATIONAL SUPPORT PROFESSIONALS

When vacancies occur and new positions are established by the Board of Education, such positions will be posted in each district work site and in the Human Resources Department at the Educational Services Center for a period of at least five working days. During those periods when school is not in session, positions will be posted in the Human Resources Department at the Educational Services Center.

Current employees who wish to apply for a transfer to posted positions must submit a transfer request. Transfer request forms can be obtained from Human Resources or are on the website and can be printed and either brought in person or sent to the Human Resources Department within the five day period.

Advertisements of vacancies may be made as needed in appropriate locations outside the District such as the newspapers and website.

Human Resources will screen applications and requests for transfer. Qualified applicants will be referred to the appropriate work site for an interview.

Following completion of interviews at the site, Human Resources will notify the successful applicant and submit the appointment recommendation to the Board of Education for approval.
The previous five paragraphs in this section shall not apply when the District is in a position requiring forced reduction or when an administrative transfer is implemented to fill a vacant position.

PERSONNEL RECRUITING, POSTING & HIRING

Board of Education Policies #GDE/GDF

The District shall establish, and budget for, ESP positions in the school system as specified in the Position Inventory from the annual budget's Position Inventory. Additional positions for new staff must be authorized by the Superintendent. Appropriate funds to support the new position are confirmed by the Chief Financial Officer.

The recruitment, selection of candidates, and hiring for all employees placed in the District shall be the responsibility of the Human Resources Department. Only qualified paraprofessionals, as defined by the No Child Left Behind Act of 2001, shall be hired to provide instructional support for students in Title I Schoolwide and Targeted Assistance Programs.

All vacant or new positions will be posted by the Human Resources Department. Special qualifications for particular ESP positions will be included in the position description and/or posting.

All candidates for ESP staff positions shall complete and submit to the Human Resources Department an on-line application or a district application form, and other forms that ensure qualifications and requirements of the job listed on the posting are met.

The Human Resources Department shall maintain a list of vacancies and applicants and shall assist appropriate administrative personnel in filling vacancies.
Employment shall be offered in the District as recommended by the Superintendent or his/her designee and will be assigned to the position following appropriate Board of Education action.

Background Checks

Prior to hiring any person, in accordance with state law the district shall conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment. In all cases where credit reports are used in the hiring process the district shall comply with the Fair Credit Reporting Act.

All applicants recommended for a position in the district shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions as required by law. (This

requirement shall not apply to any student currently enrolled in the district applying for a job.) Applicants may be conditionally employed prior to receiving the fingerprint results.

Adopted: February 13, 2000
Revised: June 26, 2012

STAFF MEDICAL EXAMINATIONS

Prior to being offered job placement, a candidate will be required to pass a current physical examination. The completed report must certify that the candidate is medically fit for the District position. The District reserves the right to require a physical or psychiatric examination of any employee at District expense at any time.

Educational Support Professional employees, such as bus drivers, who are required to have annual examinations, will have such examinations paid for by the District after employment, subject to the maximum amount authorized by the Board of Education for such annual examinations.

APPOINTMENT PROCEDURES FOR FULL-TIME ESP PERSONNEL

Board of Education Policy #GDD

Upon appointment, the new employee must file:

1. A completed regular District application form.
2. A completed (W-4) form.
3. A health certificate filled out by a physician on a form provided by the District and verification of a T.B. examination (within thirty (30) days of employment). Food Service employees shall have a valid T.B. test certificate before appointment.
4. A Public Employees Retirement Association membership application form.
5. Application or waiver for Health Insurance.
6. Application for Dental Insurance.
7. Personnel Card.
8. A copy of employee's Social Security Card.
9. Such other forms as may be required.

Adopted: February 13, 1996
Revised: June 26, 2012

ANNIVERSARY DATES

Anniversary Date will be defined as the effective date the Board of Education approved the employee for employment.

For calculating cumulative leave, severance pay, and vacations, the employee’s anniversary date will be used.

Each full-time 12-month employee whose anniversary date is prior to March 1 shall advance to the next interval, subject to negotiations**,** on the appropriate salary schedule on August 1 following the anniversary date. Anniversary dates on or after March 1 will postpone advancement until the second August 1 following the anniversary date.

Each full-time nine, ten or 11-month employee whose anniversary date is prior to February 1, shall advance to the next interval, subject to negotiations**,** on the appropriate salary schedule on August 1 following the anniversary date. Anniversary dates on or after February 1 will postpone advancement until the second August 1 following the anniversary date.

SALARIES & PAYROLL DIRECT DEPOSIT

Salaries are determined by placement on the Educational Support Professional Salary Schedule. The Board of Education requires a direct payroll deposit system. Checks are automatically deposited into the bank of an employee's choice. The employee will receive a statement on payday indicating the amount deposited and any deductions against the gross amount. For further information, please contact the Payroll Office.

ESP PROBATIONARY STATUS

New employees shall be hired on a probationary status. **The probationary period shall be for the first year of employment**. If at any time during the probationary period the employee fails, in the judgment of the supervisor, to meet District standards for the position, the supervisor may recommend termination.

ESP STAFF EVALUATION

A system of fair and effective supervision and evaluation for employees has been established. All employees shall be supervised and evaluated formatively on a continuing basis, and the supervisor shall write a summative appraisal at least every two years. Evaluations shall be signed by the evaluator and employee indicating that the evaluation has been discussed with the employee, and a copy of the evaluation has been given to the employee. In the event deficiencies in performance are noted in the written summative, the evaluator will prepare a written remediation plan with specific information regarding strategies for the employee to utilize to correct such deficiencies and a timeline for steps to be implemented.

PERSONNEL RECORDS

Board of Education Policy #GDBF

The Human Resources Department shall establish and maintain a system of Personnel Records which shall include but not be limited to:

1. A personnel folder for each ESP employee which shall contain: the application for employment, references, work record, compensation record, evaluations, payroll deduction authorizations, and such other information as may be deemed necessary by the Human Resources Department;

2. A medical folder for each ESP employee.

Each employee shall have the right, upon request, to review the contents of his/her personnel folder in the presence of an appropriate representative of the Human Resources Department.

Each employee shall have the right to make written response to any document in his/her personnel and medical folder within ten (10) working days of the date the document was placed in the folder. Such written response may be reviewed by the Superintendent or his designee and will be placed in the personnel folder of the employee.

The Human Resources Department shall establish whatever safeguards are necessary to insure against any unauthorized use of or access to personnel records of all employees.

Adopted: February 13, 1996
Revised: June 26, 2012

STAFF ORIENTATION AND IN-SERVICE

New employees shall be provided appropriate orientation upon entrance into a new position. The orientation shall be the responsibility of the employee's immediate supervisor as directed by the appropriate administrator in charge.

In-service training for ESP shall be furnished from time to time upon the recommendation of the Superintendent. On-the-job training shall be given as needed and recommended by the supervisor.

NON-DISTRICT EMPLOYMENT

ESP employees shall engage in no outside employment, which by nature or duration will impair their effectiveness in their assigned duties. The Superintendent or that person's designee will determine this. No employee shall be excused from a regularly assigned work schedule to perform work for other employers.

WORKSHOPS

The Board of Education encourages the attendance and participation of ESP employees in workshops, conferences, seminars, and other meetings, which are designed to improve employee knowledge, and performance as approved by the Superintendent or designee. The Board of Education may approve payment of actual and necessary expenses incurred for such attendance and participation. Applications will be submitted to the immediate supervisor in advance and forwarded to the Human Resources Department for approval or rejection.

MILEAGE REIMBURSEMENT

The Board of Education provides reimbursement for mileage driven by employees who are required to use their car in performing their job in the District. The mileage reimbursement rate is equal to the approved Internal Revenue Service reimbursement rate. Eligible employees may elect to receive this reimbursement "as occurred" basis by filling out the appropriate form, which is available through the Financial Services Department.

RESIGNATIONS

Board of Education Policy #GDQB

In those cases where an ESP employee submits a voluntary resignation, he/she will be required to give two weeks' written notice. Exceptions to this procedure may be granted for extenuating circumstances upon application to and approval by the Superintendent or designee. When an employee gives less than a two-week notice, he/she may not be entitled to cumulative leave balances. An employee who gives less than a two-week notice must complete all termination forms so that COBRA or other benefit entitlements can be appropriately compensated to the employee. All resignations are subject to the Board of Education's approval.

Adopted: March 12, 1996
Revised: June 26, 2012

PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION (PERA) AND RETIREMENT

Board of Education Policy #GDPC

All employees of the District must participate in the Public Employees Retirement Association. A contribution will be made by the employee and a matching contribution by the District as determined by law. Contribution rate changes will automatically become District policy.

Adopted: March 12, 1996
Revised: June 26, 2012

PERA

The Public Employees' Retirement Association governs a state-legislated retirement act, which is an alternative to the Federal Social Security Act, and administers a plan to assist in making your retirement benefits possible. Westminster Public Schools joined PERA in January of 1952. All District employees are covered by the PERA Act.

Each employee contributes the applicable percent required by PERA of his or her adjusted gross income to the PERA retirement plan. Westminster Public Schools additionally contributes funds pursuant to PERA Employer rates based on the adjusted gross income for each employee in the plan. All contributions are forwarded to the Public Employees Retirement Association.

Any employee who terminates employment with the District may withdraw his or her accumulated individual contribution, not including the District's contributions, upon application to PERA. Any employee who is considering retiring from and/or terminating employment with the District is encouraged to discuss their options with a PERA counselor.

Additionally, any employee of the District who is considered to be "vested" in the PERA system and becomes disabled may be entitled to receive benefits through the PERA Act. For further information on disability benefits, please contact the Human Resources Department.

PERA is an independent agency, which is governed by its own independent board that establishes policies and procedures. If you have questions about PERA that affect you, we suggest that you contact PERA directly at 303.832.9550 or go to their website, www.copera.org.

CAUSES FOR IMMEDIATE DISMISSAL OF ESP

The Board of Education has determined that the following could be causes for immediate dismissal or "progressive discipline" procedures, but the District is not limited to these grounds:

1) Use or possession of alcohol or illegal controlled substances during working hours; being under the influence of alcohol or illegal controlled substances during working hours; or bringing alcohol or illegal controlled substances into a District building or onto District property.
2) Theft or dishonesty
3) Insubordination
4) Disorderly conduct
5) Falsification of records, including application
6) Failure to report for duty without bona fide reasons
7) Neglect of duty
8) Leaving duty assignment without authorization
9) Unprovoked assault
10) Sexual assault
11) Repeated tardiness
12) Fighting

TAX-DEFERRED ANNUITIES (TDA)

Employees have the option to participate in payroll deductions for Tax-Deferred Annuity plans. A Tax-Deferred Annuity plan is a financial savings program where an employee may elect to set aside a portion of his or her earned gross salary for purchase of an annuity, which is not taxed by the federal government until it is withdrawn. Employee contributions must be in whole percentages and may not exceed Internal Revenue Service (IRS) Annual Limits.

Employees may elect:

1) PERA 401(k) and 457
2) 403(b) Insurance Companies
3) 457 Plan
4) Roth

To enroll in the PERA 401(k) plan, you must complete a PERA 401(k) Enrollment Form that can be found online at www.copera.org or contact PERA directly at 303.832.9550.

To enroll in a 403(b), select from one of the following companies:

- Equitable formerly AXA (403b or 457 Plan) 1.855.830.7140
- Horace Mann (403b, 457 Plan or Roth) 1.800.999.1030
- National Life Group (403b) 1.800.228.4579
- Security Benefit 1.800.888.2461

To set up a 403(b), 457 or Roth, please contact a representative from one of the companies listed above to complete the required paperwork.

The OMNI Financial Group, Inc. (OMNI) administers our 403(b) and 457 programs to ensure that the District participants and each of their vendors/agents adhere to compliance regulations promulgated by the IRS. To ensure compliance with IRS annual limits, all District employees must submit their requests to OMNI at:

The Omni Group
Watertower Office Park
1099 Jay St.
Rochester, NY 14611
Phone: 877.544.OMNI
Fax: 585.436.3633

If an employee is already set up under these plans and needs to make a change, please contact Financial Services.

Matchmaker funds are no longer available.

Employees wanting to change their contributions to a 403(b) or PERA 401(k) may do so any month. Change forms must be submitted to the Payroll Office before the 15th of the month for any changes to occur on that month's payroll check.

LONG-TERM DISABILITY INSURANCE

Westminster Public Schools provides long-term disability coverage to employees through The Hartford Insurance Company.

The District pays the premium costs for eligible employees during the coverage period. All employees who work at least *30 hours* per week are eligible to receive long-term disability insurance paid by the District. After 90 days of disability, this insurance will pay up to 66% of his/her monthly salary to a maximum of $1,500. Coordination of benefits applies if there are other sources of disability income.

Upon completion of five years of service to the District, an employee is eligible to be included in the disability plan provided by the Public Employees' Retirement Association (PERA). For further information concerning the District's long-term disability plan and/or PERA disability plan, please contact the Human Resources Department.

HEALTH CARE POLICIES

Employees may elect to participate in a group health insurance plan and may choose from one provider, Kaiser Permanente. The District will pay the full individual premium cost of the current hospital and medical insurance program for each full-time employee, up to a maximum of **$736.43** per month.

Adjustments to health care elections can be made within 31 days of a qualifying event. Qualifying events include:

- Marriage
- Divorce
- Birth/Adoption of child
- Death of spouse/child
- Change in spouse's employment status

Changes that are not based on a qualifying event can only be made during the annual Open Enrollment period.

The Health Care benefit year runs from January 1 – December 31.
The next Health Care Open Enrollment will commence in the fall.

It is the employee's responsibility to notify the District when dependents lose eligibility. No changes will be made to health or dental enrollment elections or payroll deductions without the required forms submitted to Human Resources. These forms will be processed upon receipt, not retroactively.

CAFETERIA 125 PLAN

The Board of Education has made available to eligible employees of the District an Internal Revenue Code approved Cafeteria 125 Plan through Planned Benefit Systems. The flexible benefit plan allows an employee to take advantage of federal laws that permit qualified health, dental and dependent day care expenses to be paid with pre-tax dollars. This would include expenses for District-approved health and dental insurance premiums. An employee's contributions into a flexible benefit plan are not subject to federal and state income tax. This benefit is designed to provide tax savings to employees. Flexible spending plans can help employees to manage their health care and dependent care expenses and provide tax savings. However, there are important Internal Revenue Service (IRS) limits and regulations. Please contact Human Resources for detailed information about these plans.

Adjustments to Cafeteria 125 Plan elections can be made within 31 days of a qualifying event. Qualifying events include:

- Marriage
- Divorce
- Birth/Adoption of child
- Death of spouse/child
- Change in spouse's employment status

The Cafeteria 125 **plan year runs from January 1 – December 31.**

Funds contributed to this account will be forfeited if not used by the end of the year.

All payroll deductions are automatically taken on a pre-tax basis unless the employee elects otherwise.

Open Enrollment for the 2027 Cafeteria 125 Plan will commence in the fall.

Employees who have questions regarding the Cafeteria 125 Plan available to the District should contact the Human Resources Department for more information.

FLEXIBLE SPENDING CARD

Through Alerus, the District is offering employees the opportunity to participate in a flexible spending account. The employee is issued a credit card that contains an available balance equal to the amount the employee has selected for medical spending through the 125 Plan described above. This card can be used to pay for qualified medical related expenses directly (doctor office co-pays, dental expenses, prescriptions, etc.) and in most cases, avoids the need to submit receipts for reimbursement. Employees who have questions regarding the flexible spending card should contact the Human Resources Department for more information.

DENTAL CARE

Westminster Public Schools belongs to the Delta Dental Care Plan of Colorado. All full-time employees are eligible to participate. The District will pay **$40.34** per month toward the premiums under this plan.

Annually on the group anniversary, any employee currently enrolled in the plan may add or drop dependents during the open enrollment period. Dependents added without a qualifying event and during this open enrollment period will be considered "Late Enrollee" and waiting periods will apply to those dependents. Late enrollees are subject to a 12-month waiting period in which premiums will be deducted and preventative and diagnostic services only will be available under the plan.
It is the employee's responsibility to notify the District when dependents lose eligibility. No changes will be made to health or dental enrollment elections or payroll deductions without the required forms submitted to Human Resources. These forms will be processed upon receipt, not retroactively.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program is a confidential, supportive package of services provided to all Westminster Public Schools employees to assist in balancing your personal and professional life. All EAP services are provided by Horizon Health. The EAP offers confidential counseling at no cost to employees and members of their households. The EAP also offers a feature through which you can receive limited consultation with legal and financial professionals for concerns that may arise in your life.

The EAP offers emergency coverage 24 hours a day, seven days a week. If you are interested in using this service, please contact Horizon Health at 1.800.252.4468 or go to their website at www.MyLifeValues.com (username: westminster/ password: eap).

MEDICARE CONTRIBUTIONS

All employees of Westminster Public Schools hired after March 31, 1986 are required to make contributions to the federal government's Medicare program. Contributions are made to Medicare by both the employer and employee. Westminster Public Schools contributes ***1.45 percent*** of the adjusted gross monthly salary to Medicare on behalf of the employee. Additionally, the employee is responsible to pay ***1.45 percent*** of their gross salary as their Medicare contribution. These contributions are credited to the individual's Federal Social Security/Medicare account. Employees hired prior to March 31, 1986, are not eligible for the Medicare plan. Individuals wanting more information on Medicare benefits should contact the Human Resources Department.

LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

Westminster Public Schools provides a life insurance and accidental death and dismemberment policy for each of its employees through The Hartford Insurance Company. The face value of the policy is based on 100 percent of the individual's basic annual salary calculated to the nearest multiple of $1,000.

For example, if the employee earns $13,700 annually, the policy amount is $14,000. The District pays the entire cost of the premium for the employee.

For further information concerning The Hartford Life and Casualty Life Insurance and Accidental Death and Dismemberment insurance, please contact the Human Resources Department.

UNEMPLOYMENT INSURANCE

The Unemployment Insurance program provides temporary and partial wage replacement to workers who have become unemployed through no fault of their own. The program is funded by employer paid taxes and provides benefits to those who meet the eligibility requirements. The Westminster Public Schools unemployment program is managed through Equifax Workforce Solutions. For further information concerning unemployment insurance, please contact the Colorado Department of Labor and Employment at 303.318.9000 or visit https://cdle.colorado.gov/unemployment.

PROFESSIONAL LIABILITY INSURANCE

Westminster Public Schools provides liability insurance coverage for financial protection in the case of claims for injury caused by acts or omissions within the course and scope of employment, with certain limited exceptions. Legal representation is included as part of the insurance coverage. For further information on liability coverage, contact the Financial Services Department.

PERSONAL PROPERTY INSURANCE PLAN

A voluntary monthly contribution of $1.00 from each participating employee. A participating employee who has personal property stolen or vandalized during working hours on School District property, through no fault of the participating employee, may apply for reimbursement from the fund for replacement or repair of the property up to a maximum of $250.00 or the participating employee's insurance deductible, whichever is less, provided the participating employee files a police report on the damaged or stolen item within 24 hours of such occurrence. The district will develop guidelines for application and approval of requests for reimbursement. Once the fund reaches $1,000, the District will allocate money to the fund up to the original $5,000 amount.

HOLIDAYS

Full-time 12-month ESP's will be granted the following paid holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Friday of Spring Intermission
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday following Thanksgiving
- Christmas Eve Day
- Christmas
- Birthday Holiday*/Floating Holiday

*The Birthday Holiday is granted during the first year of employment according to the Board of Education approved anniversary hire date. ESP's who work nine, ten, or 11-month positions will be granted **one** paid Birthday Holiday per year.

To qualify for a paid holiday, an ESP must have worked the preceding and succeeding scheduled workdays, or have been collecting workers' compensation benefits or vacation/cumulative days.

Upon completion of 15 years of service 12-month employees will earn one additional floating holiday to be used in the 16th year of service. Upon completion of 20 years of service, an employee will earn one more additional floating holiday to be used in the 21st year of service. In summary, an employee who is in his/her 21st year of service, will have a total of 12 paid holidays, one birthday holiday and two additional floating holidays. All holidays are non-accumulating into subsequent years.

EMPLOYEE VACATION

Full-time 12-month ESP's earn 10/12's (10 days for a complete 12-month employment period) of a vacation day per month in their first through their fifth year, to be taken in the subsequent year. An ESP will earn 10 days of vacation in the first year of employment to be taken prior to the end of their second year of employment. In the sixth and succeeding year, employees earn 15/12's (15 days for a complete 12-month employment period) of a vacation day per month to be taken in the subsequent year. In the 12th year of service ESP's will earn 20 days of vacation to be taken in the subsequent year.

Vacation days are prorated by the employee's anniversary date. As an example, an employee earns their vacation the first year to be used the following year. Since vacation days are earned from July 1st to June 30th, an employee with an anniversary date of February 1st will earn vacation days for five months worked. This is five months x 10/12 days = 4.17 days = 4 vacation days, which can be taken from July 1 to June 30 of the following year.

Requests for vacation should be submitted to an employee's supervisor no more than 45 days prior to the vacation date. Approval or denial of the vacation will be made by the supervisor within two weeks of the request being submitted. The supervisor shall send an email to the employee stating that they did receive the vacation request.

Vacation days may not be carried over to the next year unless the superintendent gives approval.

Employees who transfer from ten or 11-month positions will receive vacation on a pro-rated basis. Vacation days will be earned on a monthly basis but advanced at the beginning of the contract year.

ABSENCES

When an employee must be absent from work, the employee shall inform the appropriate supervisor and/or the District as early as possible, preferably 24 hours in advance according to procedure. Early notification facilitates the acquisition of a substitute when appropriate.

FAMILY AND MEDICAL LEAVE

Eligibility: Any regular full-time employee who has been employed by the District for at least 12 months, and has worked for at least 1,250 hours during the 12 months preceding the commencement of a leave, is eligible for a maximum of 12 weeks of unpaid leave in any 12-month period under the Family and Medical Leave Act of 1993 (FMLA).

Available Leaves: An eligible employee is entitled to request a leave under this policy for one or more of the following reasons:

1. *MEDICAL LEAVES*
   a) A serious health condition that makes you unable to perform the essential functions for your job,
   b) Birth of a child/pregnancy-related disability: or

2. *FAMILY LEAVES*
   a) A serious health condition affecting your **spouse, child, or parent**, for which you are needed to provide care

- In order to care for the spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition.

b) Father's attendance at birth of child

c) Parent's care of child following birth
   - The birth of the employee's child or to care for such child.
     Maternity Leave is considered medical leave under Family Medical Leave Act (FMLA). The duration of a normal maternity leave is usually 6 weeks, or as designated by the health care provider. The medical portion of the leave that is certified by the health care provider may be covered by any combination of leave available. The sick leave bank may be utilized **only** by members enrolled in the sick leave bank and only for their own recovery.

d) Placement of child with employee for adoption or foster care

3. *WORK-RELATED INJURY*
   a) Will be coordinated with your workers' compensation lost-time claim.

4. *SICK LEAVE BANK*
   a) In accordance to the Sick Leave Bank requirements
   b) As designated by your Health Care Provider

5. *MILITARY FAMILY LEAVE*
   a) ***Qualifying Exigency Leave:***
      - Arising out of active duty or call to active duty of spouse, son, daughter or parent

   b) ***Military Caregiver Leave:***
      - For spouse, son, daughter, parent or next-of-kin to care for service member with serious injury/illness

Available Leaves, number 1b, 2c and 2d, must be taken at one time and entitlement expires at a 12-month period from the date of the birth or placement of the child.
A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves 1) inpatient care in hospital, hospice or a residential medical care facility; or 2) continuing treatment by a health care provider.

Application for Leave-of-Absence: If the need for a leave-of-absence is foreseeable, an employee must notify the District of their request 30 days in advance. Otherwise, notice is required as soon as practicable. If the leave is foreseeable based on a planned medical need, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt job performance.

An employee requesting FMLA leave must complete a "Leave-of-Absence Application Packet" and provide appropriate documentation, as may be requested, to verify his/her reason for the leave. Any request for a leave-of-absence based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and be supported by appropriate medical certification. Documentation and verification confirming family relationship, adoption, or foster care may be required. Incomplete applications may/will not be processed.

If the leave is for an employee's health condition, the medical certificate must specify that the employee is unable to perform the functions of his or her job, and must state the duration of such work restriction. If the leave is because of the health condition of a family member, the medical statement must specify that the employee is needed to care for the family member. In all cases of leave for serious health conditions, the District reserves the right to request a second medical opinion at the District's discretion and expense.

Length of Leave: Each eligible employee may be granted an unpaid FMLA leave for a period up to 12 calendar weeks during a 12-month period. The 12-month period is measured forward from the date an employee's first FMLA leave begins. In situations where both spouses work for the District, the spouses are limited to 12 weeks of leave in total during this 12-month period, unless the serious health condition of the employee or that of the employee's spouse or child necessitates the leave.

Employees may use any available unused paid time off (e.g., Cumulative Leave, vacation, etc.) as part

of FMLA leave for the employee's own serious health condition. Paid time off is counted on a day for day basis as part of the available FMLA leave. Vacation, holidays, and sick leave will not accrue during unpaid FMLA leave.

Benefits During Leave: An employee on FMLA leave will be continued on the District's health plans in the same manner as active employees except that the employee must make arrangements with the District for payment of the employee's share of premiums.

In the event that an employee fails to return from FMLA leave, the employee will be liable for the premiums paid by the District to maintain insurance coverage unless the employee's failure to return to work is due to: 1) the continuation, recurrence, or onset of a serious health condition of the employee or a family member, or 2) circumstances beyond the control of the employee.

Return from Leave: An employee, upon returning from FMLA leave, will be reinstated to the same or an equivalent position subject to the rules of the Family and Medical Leave Act of 1993. Medical certification may be required verifying an employee's ability to return to work from FMLA leave for the employee's health condition. Failure to return to work on the day after the expiration of FMLA leave may result in termination of employment.

Legal References: 29 USC Section 2601 et. seq.

CUMULATIVE LEAVE AND SEVERANCE PAY

All ESP will earn cumulative leave at the rate of one cumulative leave day per month, plus one day per year. Cumulative leave days may not be accrued from one year to the next except for employees who do not have a balance of 60 days. An employee may choose the option to accrue up to 60 days maximum. Cumulative leave that ESP had in their account prior to January 1, 1991 will be placed in a frozen account and may be used only if all the current year days have been used and there is a need due to injury or illness to draw days from the employee's frozen account

Unused cumulative leave days will be reimbursed to educational support professionals at the Board approved rate in June of each year. Frozen days that have not been utilized by an employee who retires or leaves the District after providing the appropriate notice will be reimbursed at the Board approved rate.

Please refer to the policy below for complete information regarding cumulative leave use and benefits.

Effective January 1, 1991, cumulative leave days will not be accrued from one year to the next except as provided in section 3.0. All ESP will earn Cumulative Leave at the rate of one cumulative leave day per month worked, plus one per year. Nine, ten and eleven-month employees will earn 11 days and 12-month employees will earn 13 days. Cumulated days will be earned on a monthly basis but advanced at the beginning of your contract year.

1.0 An ESP who is regular part-time shall receive Cumulative Leave on a pro-rated basis. For example, an employee who works ten months, three hours per day, will receive 11 three-hour Cumulative Leave days.

2.0 Each June, ESP employees shall receive payment at a daily rate for all cumulative days accrued but not used during the preceding year. The daily rate will be based on the wage classification payoffs for unused Cumulative Leave in effect July, 2004. Note: ESP employees who are regular part-time will receive payment on a pro-rated basis based on an eight-hour day.

Unused Cumulative Leave Pay Rates:

INST01	**$80**
INST02	**$88**
INST03	**$100**
NONINST01	**$70**
NONINST02	**$86**
NONINST03	**$92**
NONINST04	**$104**
NONINST05	**$120**

AUXTECH01 to 1.1	**$74**
AUXTECH02	**$88**
AUXTECH03 to 3.1	**$92**
AUXTECH04 to 4.3	**$116**
AUXTECH05	**$144**

3.0 ESP employees who do not have 60 days Cumulative Leave balance may accumulate up to 60 cumulative days. By June 15th of each year, any ESP who wishes to accumulate such days shall designate in writing the number of unused days to be carried over into the next year. ESP employees shall not be paid pursuant to Section 2.0 for days so designated.

BEREAVEMENT LEAVE

Employees working the same number of hours per day, five days a week, qualify for Bereavement Leave.

Bereavement Leave of up to three days shall be granted to an employee who has a death in the immediate family. "Immediate family" means an employee's spouse, parents, parents-in-law, sisters and brothers-in-law, children, siblings, and grandparents or for someone whose relationship with the employee is similar.

Effective July 1, 2004, Bereavement Leave may be extended by up to an additional two days for a total maximum of five days and any such additional time shall be charged as follows: one-half to the employee's available Cumulative Leave or if not available, as leave without pay and one-half paid by the District.

SICK LEAVE BANK

The Board of Education for Westminster Public Schools has established a Sick Leave Bank that is available to all full-time employees. The Sick Leave Bank provides employees with continuous payment while absent from work due to a serious illness or injury. Participation in the Sick Leave Bank is voluntary.

ESP employees who wish to join the Sick Leave Bank will contribute two Cumulative Leave days from their own account in their first year of membership and one day in their second year of membership.

Additional assessments are made when the balance in the Sick Leave Bank falls below 250 days. Employees may cancel their membership by providing a written cancellation notice to Human Resources. Days contributed are non-refundable.

Employees with approval to use the Sick Leave Bank, may do so when he/she has exhausted their cumulative leave, however the exhausted leave cannot exceed 15 days. However, employees may not draw more than 36 days from the bank. Family Medical Leave Act (FMLA) will run concurrently with the Sick Leave Bank.

Any days withdrawn from the Sick Bank will be repaid by the employee at a rate of one-half of the days withdrawn from the bank. The days will be automatically deducted from the employee's annual leave accrual over the next four school years. (Ex. Employee withdraws 36 days from the Sick Leave Bank, they will repay 18 of those days at a rate of 4.5 days per year for 4 years.)

Sick Leave Bank open enrollment period for changes and/or new enrollments will commence September 1st-15th

CIVIC DUTY LEAVE

An ESP employee shall be granted leave with pay upon presentation of a Juror's Summons or subpoena in a case. Full-time employees will be paid regular salary. The employee shall retain any remuneration received from the court for such duty.

Should an employee be subpoenaed or called for jury duty, and excused, such employee will report promptly to his or her District assigned duties**.**

PERSONAL INJURY LEAVE

The District shall have the right to have an employee on leave due to personal injury examined by a physician, designated by the District, to assist in determining the length of time the employee is temporarily unable to perform regular duties and that the disability is attributed to the injury involved.

WORKERS' COMPENSATION

All on-duty accidents should be reported to that employee's supervisor immediately. To qualify for Workers' Compensation benefits, an accident must be reported within four working days of when the accident occurred. The supervisor shall, in turn, promptly notify the Human Resources Department. The following District procedure for Workers' Compensation must be followed in order to ensure timely medical treatment, eligibility for the insured worker and appropriate return to work.

If you are injured on the job:

Advise your supervisor/administrator of the accident as soon as possible.

- ✓ Injured employee is required to fill out an Employee's Accident Report.
- ✓ Supervisor/administrator is required to investigate the accident and then fill out a Supervisor's Accident Report, from their perspective, not the employee's.
- ✓ Injured employee is required to sign a Permission for Release of Information Form.
- ✓ If medical treatment is required: Supervisor/administrator is required to fill out a Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List Form.
- ✓ Supervisor/administrator gives a copy of the Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List Form to the injured employee to go to a designated provider as noted below.
- ✓ Supervisor/ administrator faxes all the forms, and mails the originals to Human Resources, Fax: 303.657.3938.

All Workers' Compensation forms are found in Appendix A.

In the event of a non-emergency injury, the employee will need to provide a copy of the completed Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List Form to one of the designated physicians at Injury Care Associates or COMP. As a courtesy, the treating facility should be notified of an injured employee's anticipated arrival.

Injury Care Associates - Thornton	Colorado Occupational Medical Partners (COMP)- Thornton
9351 Grant St., Suite 600 Thornton, CO 80229 (92nd & I-25) Mon - Fri: 7:00 a.m. - 5:00 p.m. (720) 531-8377	9025 Grant St., Suite 200 Thornton, CO 80229 (92nd & I-25) Mon - Fri: 7:00 a.m. - 5:00 p.m. (303) 292-0034

In the event of an emergency and/or if the injury occurred after-hours, then the employee should visit the nearest hospital emergency room. Follow-up care must be provided by a designated physician at Injury Care Associates or COMP.

An employee may not seek care from a private doctor or unauthorized medical facility for non-emergency injuries or follow-up care without prior approval. If an employee decides to seek care from a private doctor or unauthorized medical facility without prior approval, he/she is responsible for all costs associated with such care.

Return to Work

- ✓ Obtain a signed Work Status form from the physician and return it to Human Resources.
- ✓ If you are off work, you must report progress to your supervisor/administrator after each follow-up visit.
- ✓ The injured employee must report to Human Resources before going back to work. The employee will need a doctor's release and will be required to sign a Return to Work form.

ASSIGNMENT, REASSIGNMENT, TRANSFERS AND SALARY PLACEMENT

The Board of Education, through its representatives, reserves the right to assign, reassign, or transfer any ESP employee at any time in accordance with District needs.

Should an ESP employee request transfer to, and be selected for, a move from a higher classification to a lower classification or vice versa, placement on the lower/higher classification schedule will be on the same experience interval as in the higher/lower classification.

Human Resources and Financial Services must first approve a request to change hours per day or days per year. If an approved change of hours or days occurs in a position, the supervisor should provide a minimum of two weeks' notice of the effective date to the affected employee(s).

In addition, with the exception of Transportation Services, if a change in assignment becomes necessary, the administrator/supervisor will discuss the change for the ESP(s) who might be affected. The process will take into account the program needs of the building/department, and will consider those who have volunteered for the assignment. A consensus decision is preferred; however, in the absence of such decision, the administrator/supervisor has the responsibility to decide taking in account at least the following considerations:

1. The skills desired for the position;
2. The employee's experience, including length of service in the District and the most recent work experience;
3. The employee's educational preparation and training; and
4. The employee's job performance while employed by the District.

If a change in assignment initiated by the District results in the need for retraining or additional training, the District will pay for tuition costs for the employee to avail himself/herself of the training, which is required by the District.

FLOATER POSITIONS

The district will create "floater" positions to cover for absent Special Education Para educators when possible.

INTERPRETER PAY

Pay for after contract hours interpreting will be the same for ESP as for certified staff with the prevailing certified rate ($20 per hour) being the standard. (As a point of information, those interested in being part of this pool should contact their principal or the Learning Services Department.)

STUDENT SUPERVISION OF ESP STAFF

Board of Education Policy #GDK

ESP staff who are assigned to assist licensed staff in the provision of services related to instruction or supervision of children are directly responsible to the assigned licensed staff member and the principal. It is the principal's prerogative to assign licensed and ESP staff members to duties. Each building principal will develop administrative procedures pertinent to that building or buildings.

Adopted: April 23, 1996

Revised: June 26, 2012

ESP STAFF PARTICIPATION IN POLITICAL ACTIVITIES

Board of Education Policy #GDQF

The District recognizes that employees have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office.

Any employee who intends to seek election to a public office shall notify the Superintendent in writing as soon as is practical. The communication shall identify the office for which that person intends to seek, and the decision concerning the continuation of District employment. In the event that the decision is to continue employment, the employee shall identify the requisite terms and conditions.

The Superintendent shall meet with and discuss these matters with the employee involved, and will present a proposed solution to the Board for consideration. The essential element to be determined by the District is whether the activities proposed by the employee are compatible with the time requirements for fulfilling that person's responsibilities to the District.

The District shall determine the terms and conditions under which the employee may continue employment as that person seeks or holds such office.

Regarding political campaigns, no employee shall use school system facilities, equipment, or supplies; nor shall the employee discuss the campaign with school personnel during the working day; nor shall any time during the work day be used for campaigning purposes.

Adopted: April 23, 1996
Revised: June 26, 2012

STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

Board of Education Policy #GBF

Staff members have a professional responsibility that extends beyond the duties assigned and beyond the regular hours of service. This responsibility is to seek opportunities to interpret the school system to members of the community. This responsibility also imposes the need to exercise restraint in offering casual personal opinions which may be accepted as factual information. Therefore, the District wishes staff members to be well informed concerning the educational philosophy, goals, policies, regulations, and programs of the school system so that questions can be answered accurately and in an objective manner.

It is the District's wish that all employees become an integral part of the community to the extent that they share in its life and interests, and contribute to its general welfare and quality of life. All staff members are encouraged to become active in community groups and support related activities whenever possible.

Adopted: June 27, 1995
Revised: June 26, 2012

STAFF VOTING

Participation in all elections is not only a privilege; it is a responsibility, which the District urges all employees to assume. Any employee whose work schedule effectively prevents the employee from voting before or after work hours or during break time shall be permitted paid leave not exceeding two hours for the purpose of voting.

STAFF CONFLICTS OF INTEREST

Board of Education Policy #GDQI

No District employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with that person's duties and responsibilities or is contrary to law.

No District employee shall sell books, supplies, musical instruments, equipment, or other merchandise to any student, or parent/guardian thereof, who attends the school served by the employee unless written approval has been obtained from the District.

At no time will the supervisor or any administrator responsible for the supervision and/or evaluation of an employee be directly related to that person.

Failure to abide by these regulations may result in disciplinary action, demotion, suspension, or dismissal.

Adopted: April 23, 1996
Revised: February 28, 2023

ADMINISTRATIVE PROCEDURES FOR ADMINISTERING MEDICINE

- An annual Medication Training provided by School Nurse Consultants is required in order to administer medications on an ongoing basis. The protocol for administering medication is the basis of this training. Only employees who have undergone this training are authorized to administer medicine.

- The District's School Nurse Consultants are responsible for the training, delegation, and supervision of those who will administer medications.

- Only the School Nurse Consultants can delegate this responsibility based on State Guidelines and the Colorado Nurse Practice Act.

- Only selected positions will qualify for distributing medications during the school day. Most frequently this includes school secretaries, building aides, and some Special Education personnel.

- Medication administration will be monitored on an ongoing basis, and delegation can be withdrawn at any time at the discretion of the School Nurse Consultant. If delegation is withdrawn, the administrator will be informed.

Revised: January 2002

INFECTION CONTROL POLICY

Infection can be transmitted by organisms in the following four ways:

Through the intestinal tract (in feces or stool)
Through the respiratory tract (in secretions from the mouth, nose, lungs, and eyes)
Through direct contact or touching
Through contact with blood or certain body secretions

Some diseases are spread more easily than others. For example, a "cold or virus" can easily pass from person to person. These illnesses are usually minor.

Other diseases are more serious, such as Hepatitis B and HIV. Although these diseases are serious, they are not spread by casual contact, such as coughing, sharing restrooms, or touching another

person. Hepatitis B and HIV are diseases that are spread through blood-to-blood contact, and by exchange of certain body secretions.

To reduce the spread of infectious disease, it is important to follow universal precautions. Universal precautions are a set of guidelines which assumes that all blood or certain body fluids anyone comes in contact with is potentially infectious. The following is a description of universal precautions. It is imperative that these guidelines be followed at all times when providing care to any student, whether or not the student is known to be infectious or not.

Hand Washing:
This is the single-most important way to prevent the spread of infection. Hands must always be washed at the following times.

- Upon arrival for the day
- Before eating or handling food
- Before feeding a student
- After diapering and toileting
- After handling body fluids (mucus, blood, vomit, and after wiping noses, mouths, & sores)
- After cleaning
- Before and after giving medication
- Before and after performing special health care procedures
- Between contact with different students

Handling Blood and Other Body Fluids:
Treat all blood and body fluids as if they are infectious.
Assure that soap, running water, paper towels, gloves, and proper disinfecting solutions are available in the health office.
Wear latex gloves at all times including the following situations:

- When school personnel come in direct contact with blood or body fluids that may contain blood (i.e., bloody noses, loose teeth, bloody wounds, vomit, stool, etc.).
- When breaks in the skin (scrapes, cuts) are present on school personnel's hands and the person comes in direct contact with blood or body fluids.

Wash hands even after gloves have been worn.

Cleaning or Disposing of Infectious or Bloody Material:
Wipe up a spill of blood or body fluids with a paper towel and dispose of material in the trash. Wear gloves! Double bag the trash or place the bloody material in a zip-lock bag and dispose immediately.

Clean and disinfect the area with an approved disinfectant or a bleach solution (one part liquid bleach to 10 parts water).
Send all soiled clothing (i.e., clothing with blood, stool, or vomit) home with the student in a double-bagged plastic bag. Do not attempt to clean or rinse clothing in the toilet. Instruct parents to clean and disinfect the clothing.

Other Basic Guidelines to consider when providing First Aid:
Avoid contact with body fluids
Encourage students to care for their own wounds as much as possible
Wear latex gloves while providing first aid
Wash hands after providing care to a student
Assure that first aid supplies are available
Advise staff supervising the playground to carry a pack which contain gloves and first aid supplies to treat bloody injuries before the student arrives in the health office
Do not eat or touch your mouth or eyes while giving first aid

Guidelines for students:
Remind students to wash hands after coming in contact with their own blood or body secretions
Remind students to avoid direct contact with another person's blood or body secretions

SEXUAL HARASSMENT POLICY

Board of Education Policies #GBAA

The district is committed to a learning and working environment that is free from sexual discrimination and harassment. Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

It shall be a violation of policy for any member of the district staff to harass another staff member or student through conduct or communications of a sexual nature. Any conduct of a sexual nature directed toward students by teachers or others to whom this policy applies, shall be presumed to be unwelcome. Sexual harassment committed by an employee of the district in the course of employment shall be deemed a breach of duty, and as such, shall subject the offending employee to disciplinary action up to termination. This policy similarly applies to non-employee volunteers, consultants/contracted personnel, or any other persons who work subject to the control of school authorities.

Sexual harassment prohibited

For purposes of this policy, unwelcome sexual advances, requests for sexual favors, or other unwelcome conduct of a sexual nature constitutes sexual harassment if:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

The prohibition against sexual harassment applies whether the harassment is between people of the same or different gender.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding," abuse or harassment.
2. Pressure for sexual activity.
3. Repeated remarks to a person with sexual implications.
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body.
5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's evaluations or scores, employment status or similar personal concerns.
6. Sexual violence.

Reporting, investigation and sanctions

It is the express desire of the Board to encourage victims of, or witnesses to, sexual harassment to report such claims through the district's Title IX complaint process (*see* https://www.wps.org/familiesinfo/title-ix-reporting#:~:text=Title%20IX%20Grievance%20Process&text=The%20District%20is%20committed%20to,unlawful%20discrimination%20and%2For%20harassment.).

Employees who feel that their superiors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon agreement to unwelcome conduct of a sexual nature, are encouraged to report these conditions through the Title IX complaint process.

All reports of sexual harassment received by any district employee shall be promptly forwarded to the Title IX Coordinator. The Title IX Coordinator shall ensure that every complaint is promptly investigated and responded to as set forth in the district's Title IX Complaint Process. No reprisals or retaliation shall be allowed to occur as a result of the good faith reporting of charges of sexual harassment. Requests for confidentiality shall be honored so long as doing so does not preclude the district from responding effectively to the harassment and preventing such conduct in the future.

Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural

requirements. Conduct of a sexual nature directed toward students shall, in appropriate circumstances, be reported as child abuse for investigation by appropriate authorities in conformity with policy JLF and procedure JLF-R.

Filing of a complaint or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect future employment or work assignments. All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Notice of policy
Notice of this policy shall be circulated to all district schools and departments, posted on the District's and incorporated in employee handbooks on an annual basis.

Reporting Procedures
Complaints may be submitted orally or in writing.

Definitions
1. Complainant: An individual who is alleged to be the victim of conduct that could constitute sexual harassment.
2. Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
3. Formal Complaint: A document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment by a respondent and requesting that the District investigate the allegation. At the time of filing of a formal complaint, a complainant must be participating in or attempting to participate in the educational programs or activities of the District.
4. Sexual Harassment: Conduct on the basis of sex that satisfies one or more of the following:
    a. Conduct that includes a District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
    b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
    c. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a) (8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
5. Title IX Coordinator: One or more appropriately trained individuals authorized by the District to coordinate the District's efforts to comply with Title IX.
6. Investigator: One or more appropriately trained individuals designated by the District to conduct interviews, gather evidence, and produce an investigation report.
7. Decision-maker: An appropriately trained individual designated by the District to evaluate the evidence contained in the investigation report, make findings of fact and analyze the relevant policy provisions to determine whether the allegations constitute a violation of policy.
8. Appellate Decision-maker: An appropriately trained individual designated by the District to evaluate appeals challenging the determination of the Decision Maker.
9. Supportive Measures: Non-disciplinary, non-punitive individualized services that may be offered to the complainant or respondent if appropriate. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual no-contact directives, and other similar measures.

Filing a Complaint
1. Any student, employee, or community member who believes that he or she has been a victim of or witness to discrimination or harassment may make a complaint by submitting a written complaint to the District's Title IX Coordinator. A complainant may not file the complaint anonymously as due process requires all parties be identified.
    a. Reports. Any school district employee who witnesses an incident or receives details of an incident that constitutes sexual harassment as defined herein must take appropriate steps to notify the Title IX Coordinator of the incident. Appropriate steps include reporting the incident directly to the Title IX Coordinator or notifying a supervisor or school administrator of the incident.
2. Upon receipt of a complaint, the Title IX Coordinator shall review the complaint and meet with the complainant/alleged victim to determine whether the complaint alleges conduct that is considered

sexual harassment as defined herein. If it does not, the Title IX Coordinator shall dismiss the complaint. A complaint may also be dismissed at any time upon the written request of a complainant or as determined by the Title IX Coordinator in accordance with applicable law. Written notice of a dismissal shall be promptly provided to the complainant.

3. If the Title IX Coordinator determines that the complaint alleges conduct that would be considered sexual harassment, he/she shall proceed with the resolution process.
4. Following the filing of a complaint, there are two available options for resolution:
    a. an informal resolution, which involves a variety of informal options for addressing the complaint; or
    b. the grievance process, which involves an investigation of the complaint, a written decision, and potential sanctions.
5. Informal Resolution. If both the complainant and the respondent agree and the Title IX Coordinator deems it appropriate, an informal resolution process may be used to resolve the complaint. The parties must voluntarily agree in writing to utilize the informal process. The informal process may involve mediation, restorative justice, educational programs, or other appropriate action.
    a. Informal resolution is not available in cases where a District employee is alleged to have sexually harassed a student.
    b. The informal resolution process should be completed within sixty days whenever possible.
6. Grievance Process.
    a. If a complaint proceeds to the grievance process, the Title IX Coordinator shall designate an appropriately trained Investigator to investigate the complaint. Either the complainant or the respondent may challenge the designation of the Investigator based on conflict of interest.
    b. The Title IX Coordinator shall provide the parties with written notice of the complaint. The written notice shall include the names of the parties involved, the specific conduct that allegedly constitutes sexual harassment, and the date and location of the alleged conduct. If additional allegations are discovered during the investigation process, the Investigator shall issue an amended notice including the additional allegations.
    c. The grievance process is a neutral fact-gathering process, and the respondent is presumed not to have engaged in sexual harassment as defined herein. This presumption may be overcome where there is sufficient evidence supporting the allegations of sexual harassment.
    d. The Investigator shall interview both parties and all relevant witnesses. Prior to an interview, the Investigator shall provide the party with a written notice of the date, time, location, purpose and participants to ensure that the party is adequately prepared to participate in the interview.
        i. Each party is entitled to an advisor of their choice during the grievance process. During interviews, the advisor may not speak for the party and must limit his/her role to consulting with and advising the party.
    e. The Investigator shall prepare a written investigation report. However, prior to the completion of a final investigation report, the Investigator shall provide both parties and their advisors, if any, an equal opportunity to review all evidence that is directly related to the allegations in the formal complaint. After reviewing the evidence, the parties shall have 14 calendar days to prepare a written response and provide it to the Investigator. The Investigator must consider such written responses prior to the investigation report.
    f. The report and all supporting documentation shall be provided to the individual designated as the Decision-maker.
7. Decision
    a. The Decision-maker shall review the documentary record compiled by the Investigator and make a determination as to whether the respondent is responsible for the alleged sexual harassment. The Decision-maker shall use a preponderance of the evidence standard. This means that the Decision-maker shall determine whether the respondent is more likely than not responsible for sexual harassment as defined herein.
    b. The Decision-maker shall issue a written determination that includes the following:
        i. A description of the procedural steps taken from the receipt of the complaint to the determination;
        ii. findings of fact supporting the determination;
        iii. conclusions regarding application of the code of conduct to the facts;
        iv. a statement of, and a rationale for, the result as to each allegation, including a determination of responsibility, any disciplinary sanctions, and whether remedies to

restore or preserve equal access to the recipient's education program or activity will be provided to the complainant; and

v. procedures and permissible basis for appeals.

c. Potential disciplinary sanctions may include, but are not limited to, reprimand, suspension, expulsion, and/or termination.

d. The Decision-maker shall provide the written determination to the Title IX Coordinator, who will then provide it to the parties.

8. Appeal

a. If either party is not satisfied with the written determination, the party may appeal to the Appellate Decision-maker within seven calendar days following the release of the written determination by submitting a written request for appeal to the Title IX Coordinator. The notice of appeal must set forth the specific grounds for appeal and the facts supporting those grounds.

b. Grounds for Appeal. The grounds for appeal are limited to the following:

i. Procedural irregularity that affected the outcome of the grievance process;

ii. New evidence that was not reasonably available at the time the determination was made that could affect the outcome of the grievance process; and/or

iii. The Title IX Coordinator, the Investigator, or the Decision-maker had a conflict of interest that affected the outcome of the grievance process.

No other grounds for appeal shall be considered.

b. If no notice of appeal is filed with the Title IX Coordinator within seven calendar days of the issuance of the determination, the determination of the Decision-maker shall become final.

c. If a notice of appeal is timely filed, the Title IX Coordinator shall provide a copy of the notice to both parties and the designated Appellate Decision-maker. The Title IX Coordinator shall notify the parties that they have the opportunity to submit a written statement in support of, or challenging, the determination.

d. The Appellate Decision-maker shall issue a written decision on the appeal that will be provided to both parties simultaneously.

9. Retaliation. No person shall retaliate against a person who alleges sexual harassment or who assists or participates in the grievance process or any other proceeding relating to sexual harassment regardless of whether the allegations are substantiated or not.

10. Any person who knowingly makes a false report or complaint of sexual harassment shall be subject to disciplinary action.

11. Mandatory Reporting. Nothing in this process is intended to replace an individual's mandatory reporting duties under state law.

To file a complaint, please submit your report to the Title IX Coordinator: Mr. Gabe Trujillo 6933 Raleigh Street Westminster, CO 80030, 303-657-3949, gtrujillo@wps.org

Last Revised: December 10, 2024

CRITICAL DEADLINES TO REMEMBER

- ✓ The Health Care benefit year runs from **January 1 – December 31**
- ✓ Health Care Open Enrollment **will commence in the fall**
- ✓ The Cafeteria 125 plan year runs from **January 1 – December 31**
- ✓ Open Enrollment for the 2027 Cafeteria 125 Plan **will commence in the fall**
- ✓ Delta Dental open enrollment period **January 1 – December 31**
- ✓ Sick Leave Bank open enrollment period for changes and/or new enrollments **will commence in the fall**

The Westminster Education Association (WEA) will be provided an opportunity to provide meaningful input prior to any substantial change to any Board Policies contained in this ESP Handbook. No later than February 1st, each year, WEA will be provided with sufficient copies of the handbook for distribution to members who do not have access to electronic versions.

APPENDIX A – WORKERS' COMPENSATION FORMS

Westminster Public Schools
Where Education is Personal

WORKERS' COMPENSATION PROCEDURES

Frequently Asked Questions

Q. What happens if an employee is injured on the job?

A. An employee should immediately report all work-related injuries, illnesses, or occupational disease exposures to their supervisor/administrator and submit in writing within ten (10) days after the occurrence of the injury.

Q. Who to contact?

A. Human Resources receives all employee injury claims. You may contact Rongene Wilcox, (720) 542-5013 or rwilcox@wps.org, or Sheryl McCoy, (720) 542-5068 or smccoy@wps.org. Forms should be scanned or faxed to (303) 657-3938. If an employee has an open claim and needs to contact the third party claims administrator, Canon Cochran Management Services, Inc. (CCMSI), they can be reached at (303) 804-2000.

Q. What forms need to be completed and by whom?

A. At the time of the report, both the employee and the supervisor/administrator must complete forms that are essential to the claims process.

The employee is required to complete an *Employee's Accident Report (*Attachment A), *Permission for Release of Information* form (Attachment C), and *Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List form, (*Attachment D).

The supervisor/administrator is required to investigate the accident and state their perspective of the accident by completing a *Supervisor's Accident Report (*Attachment B). They must also sign *Employee's Accident Report (*Attachment A) and complete the *Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List form, (*Attachment D). Complete the top portion and ensure that the employee selects a doctor and signs the *Notice & Acknowledgement* portion. Please provide a copy of the completed packet to the employee.

Q. What happens to the forms?

A. The *Employee's Accident Report*, *Supervisor's Accident Report*, *Permission for Release of Information*, and the *Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List* forms are to be scanned or faxed to Human Resources at (303) 657-3938. Once scanned/faxed, mail the originals to Human Resources.

Q. What if medical treatment is needed?

A. In the event of a **non-emergency** injury, the employee will need to provide a **copy** of the completed *Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List* form (Attachment D) to one of the designated physicians at Injury Care Associates or COMP. As a courtesy, the treating facility should be notified of an injured employee's anticipated arrival.

In the event of an **emergency** and/or if the injury occurred **after-hours**, then the employee should visit the nearest urgent care or hospital emergency room. Follow-up care must be provided by a designated physician at Injury Care Associates or COMP.

An employee may not seek care from a private doctor or unauthorized medical facility for non- emergency injuries or follow-up care without prior approval.

Q. Where can the designated physicians at Injury Care Associates or COMP be found?

A. An employee **must** choose a designated provider on Attachment D, *Designated Provider List*, at one of the following locations:

Injury Care Associates - Thornton
9351 Grant St., Suite 600
Thornton, CO 80229
(92nd & I-25)
(720) 531-8377
Richard J. Pompei, D.O./Ericson B. Tentori D.O.

Occupational Medical Partners (COMP) - Thornton
9025 Grant St., Suite 200
Thornton, CO 80229
(92nd & I-25)
(303) 292-0034
Matthew Lugliani, M.D./Jason Rivera, MD

Q. What if the injured employee has not been able to work?

A. If the injured employee misses work due to a work related injury, he/she **must** report progress to Human Resources and his/her supervisor/administrator after each follow-up visit.

Q. What if the injured employee has been released to return to work?

A. The injured employee **must** report to the Human Resources Department before returning to work. The employee is required to bring a *Physician's Report of Worker's Compensation Injury* form provided and signed by the physician. The supervisor/administrator will receive notification of the employee's authorization to return to work from Human Resources.

WESTMINSTER PUBLIC SCHOOLS
EMPLOYEE WRITTEN NOTICE OF ACCIDENT

ATTACHMENT A

Pursuant to the Colorado Worker's Compensation Act 8-43-102: "Every employee who sustains an injury resulting from an accident shall notify the employee's employer in writing of the injury within ten days after the occurrence of the injury." Failure to give timely notice may result in the loss of "up to one day's compensation for each day's failure to report."

1. Name of injured _____ S.S. # _____
   (First) (Middle) (Last)

2. Employee Address_____ Phone Number _____
   (No. & Street) (City) (State) (Zip)

3. No. of hours Worked per day _____ Days worked per week_____ Working shift From _____a.m. To _____p.m. Do You Work at Multiple Locations? _____Yes or _____NO

4. Occupation _____Building(s)/School(s)_____

5. Was accident on employer's premises? _____

6. Place of accident _____
   (No. & Street) (City) (State) (Zip)

7. What were you doing at time of accident? _____

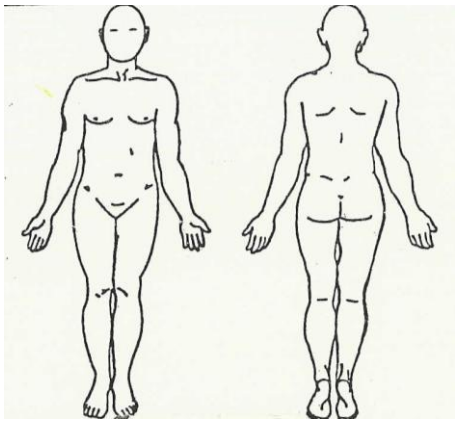
   _____
   Be specific as to the name and type of tools, equipment or material causing injury.

8. How did the injury occur? _____

   _____
   Describe fully the events which resulted in the injury. Give full details on all factors which led or contributed to the accident.

9. Describe the injury in detail and indicate on the diagram the part of the body affected.

   _____
   For example, injury to right index finger at second joint; upper or lower back, etc.



MARK INJURED AREA

10. DATE OF INJURY _____ 11. TIME OF INJURY _____

12. Did the injury cause the employee to see a physician? Yes _____ No_____

    Was one of the Designated Physicians seen for this injury? Yes _____No_____
    If no, give the name of physician seen:

    _____
    Name of Physician Address

    (Except for an emergency, your medical expenses will be paid only if you use a Designated Physician.)

13. Were you able to continue to work after the accident? Yes _____No_____

    If you missed any work, what date did you return to work? _____

14. Name of Witness _____Address _____

    Name of Witness _____Address _____

15. Date of report _____Remarks _____

I acknowledge by my signature below that unless my injury is or was an emergency that I must see one of Westminster Public Schools' Designated Physicians for my injury or the bills will not be paid by the District. A list of Designated Physicians shall be provided by Westminster Public Schools as part of this claim reporting process.

_____ _____
(Signature of Employee) **(Signature of Building Principal or Supervisor)**

ATTACHMENT B

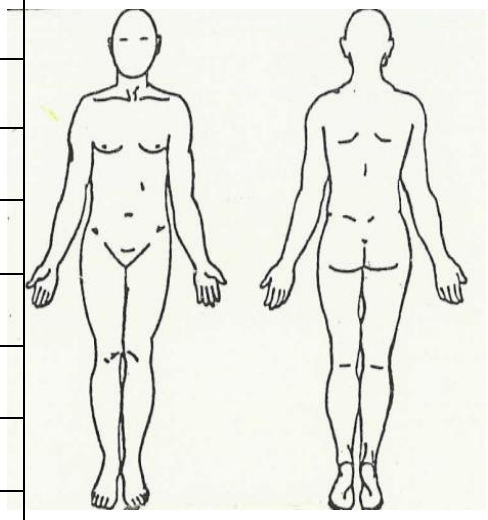
THIS FORM IS TO BE COMPLETED BY SUPERVISOR

ROCKY MOUNTAIN RISK INSURANCE GROUP WORKERS' COMPENSATION SUPERVISOR'S ACCIDENT REPORT SJ-1686

EMPLOYEE NAME		OCCUPATION	
EMPLOYEE PHONE NUMBER		BUILDING/SCHOOL	
ADDRESS			
INJURY DATE	DATE REPORTED	HOUR ☐ AM ☐ PM	WAS EMPLOYEE PERFORMING REGULAR JOB ☐ YES ☐ NO

NATURE AND EXTENT OF INJURY

DESCRIPTION AND LOCATION OF ACCIDENT



MARK INJURED AREA

WHAT CAUSED THE ACCIDENT	OUTSIDE MEDICAL ☐ YES ☐ NO	LOST TIME ☐ YES ☐ NO
WHAT STEPS HAVE BEEN TAKEN TO PREVENT A SIMILAR ACCIDENT	WITNESS(ES) NAME & JOB TITLE 1.	
	2.	
	3.	
	4.	

SUPERVISOR'S NAME (PRINT)	SUPERVISOR SIGNATURE & DATE	DEPARTMENT	

ATTACHMENT C

PERMISSION FOR RELEASE OF INFORMATION

Dear Westminster Public Schools Employee:

In order to administer your workers' compensation benefit in an accurate and timely manner we need your permission to access pertinent medical and employment information. Please sign this release at the time you report injury to your employer. Westminster Public Schools workers' compensation claims are administered by:

Cannon Cochran Management Services, Inc. (CCMSI)
PO Box 4998
Greenwood Village, CO 80155
(303) 804-2000

You will be receiving information and forms from CCMSI. The information you provide will assist them in determining claim coverage.

Thank you for your cooperation in this matter.
Rocky Mountain Risk Insurance Group

I, _____, hereby consent and request that CCMSI, its successors, its agents, and employees, be permitted to examine and obtain copies of all hospital and medical records pertaining to the pre-placement, post-offer medical exam and to this and all past workers' compensation claims and/or injuries. I also permit and request CCMSI be allowed to interview doctors and other attendants regarding all matters relating to examination, diagnosis, care and treatment of myself for my current and all other workers' compensation claims. I also permit and request that CCMSI be allowed to obtain all medical records they deem necessary in order to investigate and manage my current claim for benefits.

I further consent and request that CCMSI be permitted to interview and correspond with all employers regarding all matters relating to my present and past employment, earnings, and loss of earnings. I also authorize release of all present and past employment records.

I further consent and request that CCMSI be permitted to interview and correspond with all disability plans and administrators regarding all matters relating to my disability benefits for my current and past claims. This authorization is valid for past and present workers' compensation claims or other claims for any and all types of disability benefits I have claimed including Social Security benefits.

A photocopy of this authorization shall have the same authority as the original.

Note: Workers' Compensation Requests are Exempt from HIPAA. Pursuant to 45 CFR, Sect. 164.512(1) a covered entity may without penalty under HIPAA disclose protected health information to the extent necessary to comply with the law relating to workers' compensation.

_____ ____/____/_____
Employee Signature Date

ATTACHMENT D

WESTMINSTER PUBLIC SCHOOLS

Workers' Compensation Authorization for Evaluation or Treatment & Designated Provider List

I. Workers' Compensation Authorization for Evaluation or Treatment (Injured employee must provide a COPY of this completed form to treating provider if seeking medical treatment)

Employee Name: _____ Scheduled Work Hours _____

Authorized By: _____ Signature: _____

Date Sent In: _____ Time Sent In: ☐ am ☐ pm Appointment Time: ☐ am ☐ pm

Employer Contact: Rongene Falasco-Wilcox, (720) 542-5013
Sheryl McCoy (720) 542-5068

Risk/ Facilities Safety Coordinator: Darren Trujillo, (720) 542-5154

Employer Address: Educational Services Center
6933 Raleigh Street, Westminster, CO 80030

Employer's Insurance: Rocky Mountain Risk Insurance Group
Third Party Administrator:
Cannon Cochran Management Services, Inc.(CCMSI)
P.O. Box 4998
Greenwood Village, CO 80155
Phone: (303) 804-2000 / 1 (888) 428-4671
Fax: (303) 804-2005

II. Designated Provider List (Injured employee MUST CHOOSE ONE physician)

In compliance with State Workers' Compensation rules, you, the injured employee **must** choose a Workers' Comp Medical Provider from one of the following authorized medical providers *(✓ the appropriate box)*:

Injury Care Associates - Thornton 9351 Grant St., Suite 600 Thornton, CO 80229 *(92nd & I-25)* *Mon - Fri: 7:00 a.m. - 5:00 p.m.* *(720) 531-8377* www.injurycareco.com ☐ Richard J. Pompei, D.O. ☐ Ericson B. Tentori, D.O.	**Colorado Occupational Medical Partners (COMP) - Thornton** *9025 Grant St., Suite 200* *Thornton, CO 80229* *(92nd & I-25)* *Mon - Fri: 7:00 a.m. - 5:00 p.m.* *(303) 292-0034* www.occmedpartners.com ☐ Matthew Lugliani, M.D. ☐ Jason Rivera, M.D.

Note: In the case of an emergency situation, you should go to any physician or medical facility that is able to provide medical care. **Once the emergency has resolved, you must obtain all future medical care from the medical provider you have chosen.** If you are away from the usual place of employment at the time of the injury, you may be referred to a physician in the vicinity of the injury.

Notice & Acknowledgement

This list was provided to _____ by _____
(Injured Worker – Please Print) (District Rep – Please Print)

On _____ by ☐ Hand Delivery ☐ U.S. Mail ☐ Email ☐ Fax

_____ ___/___/___
Signature of Injured Worker **Date**

_____ ___/___/___
Signature of District Representative **Date**

Revised July 23, 2026