AGREEMENT

Between

COLORADO CLASSIFIED
SCHOOL EMPLOYEES' ASSOCIATION
CHAPTER 39

And

BOARD OF EDUCATION
SCHOOL DISTRICT 27J

July 1, 2026 – June 30, 2029

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ARTICLE 1
Definitions

1.1 A Classified Employee is a person assigned to fill an authorized budgeted position not requiring teacher licensing qualifications except those excluded in Article 2.1.1.

1.2 A Temporary Position is a position that is posted as temporary for a specified amount of time.

1.3 A Temporary Classified Employee is a person who is not a short-term supplemental employee and works in a position that was posted as a temporary position for a maximum of one fiscal year.

1.4 A Short Term Supplemental Employee is a person that currently fills an authorized budgeted position and also fills a temporary position, and receives supplemental wages.

1.5 A Substitute Classified Employee is an "on call" employee who is not a "temporary" or a "permanent" employee. After eighty (80) continuous days in the same position, the substitute classified employee becomes a "temporary" classified employee.

1.6 A Probationary Classified Employee is one who is initially employed to fill an authorized regular position and is classified as probationary during the trial period of eighty (80) working days.

1.7 A New-Hire Probationary Period is a period of eighty (80 working days in which an employee is employed on a trial basis. If an employee successfully completes the probationary period his/her seniority shall be counted from the initial date of assignment in that category. With the approval of the Chief Human Resources Officer, the probationary period may be extended to a maximum of eighty (80) additional workdays for a total of 160 days. At the end of the probationary period, the supervisor shall recommend removing the employee from probation based upon performance, recommend for further disciplinary action, or recommend for termination.

1.8 A classified work year shall be July 1 to June 30.

1.9 A work week shall mean that period of time beginning at 12:01 a.m. Sunday and continuing through 12:00 midnight the following Saturday.

1.10 A day, unless otherwise specified, is a regular business day.

1.11 Termination is actual severance of connection with the employer through resignation, dismissal, abandonment, or reduction in force.

1.12 School Personnel are employees whose primary job location is a school, or those who work directly with students.

1.13 Professional/Technical Employees are exempt classified employees as defined by the Fair Labor Standards Act (FLSA).

ARTICLE 2
Recognition and Duration

2.1 The Superintendent and the Board of Education recognize Colorado Classified School Employees Association - Chapter 39 as the exclusive negotiating agent for classified employees as defined below.

2.1.1 All classified employees except:

(a) Professional/Technical employees as defined in 1.13.

(b) All substitute employees as defined in 1.5.

(c) Any employee participating in the Retired Classified Employee Option.

2.2 Temporary employees and substitute classified employees working over forty (40) continuous days will be covered under Article 7.3, 7.4 and 7.5.

2.3 Temporary employees and substitute classified employees working over forty (40) continuous days will be covered under Article 16.

2.4 This recognition shall be for the period through June 30, 2029, provided however, that during the periods of March through June 2027, each party shall have the right to open two (2) items, plus any mutually agreed upon items, in addition to Article 17.1 and Salary negotiations. During the period of March through June 2027, the parties agree to open negotiations on a successor agreement.

ARTICLE 3
General

3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the United States Constitution.

3.2 The District and the Association agree not to illegally discriminate against any employee subject to this Agreement.

3.3 The District and the Association will continue to seek solutions to prevent school violence and bullying, and to share those solutions with each other. The Classified employees shall help implement and be involved in the Districts' programs and initiatives to promote safety.

3.4 If any provision of the Agreement is held to be invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 4
Negotiation Procedure

4.1 The District and the Association agree to negotiate in good faith.

4.2 The Association shall notify the District no later than March 15 of its desire to bargain a contract for the following fiscal year.

4.3 Meetings

4.3.1 The first negotiation meeting between the District and the Association shall be held no later than April 15 of each year.

4.3.2 Meetings mutually agreed upon will be conducted at times and places mutually agreeable to the representatives of each party.

4.3.3 The District and the Association agree to utilize the interest-based negotiation concept. At the first meeting both parties shall present their interests/issues on all matters which they desire to open for negotiations. During the first and second meeting, both parties will explain the rationale supporting their interests/issues.

4.3.4 During negotiations, the District and the Association will present relevant data, exchange points of view, and work towards reaching a consensus on interests/issues submitted for negotiations. Upon request of either party, the other will make available for inspection and copying, data and records pertinent to the subject of negotiations.

4.3.5 Consultants may be used if deemed advisable by either party.

4.3.6 Each party shall designate in writing the names of up to six (6) persons who shall serve on their respective negotiating teams. The CCSEA team will represent both school based and non-school based employees. If one group is not represented, one additional committee member will be appointed by CCSEA.

4.4 Adopting Agreements

4.4.1 When the District and the Association reach a consensus on a specific interest/issue and drafted language is acceptable to both parties, the spokesperson for each party will initial and date such written tentative agreement. It is understood and agreed that all tentative agreements are subject to formal ratification by the members of the Association and by the District upon a final consensus of all tentative agreements.

4.4.2 The Association shall have fifteen (15) working days from the date of final tentative agreement in which to advise the District, in writing, of ratification acceptance or non-acceptance of said tentative agreement. After ratification by both parties, the District and the Association shall sign the ratified agreement.

4.5 Impasse

4.5.1 Impasse may be declared by mutual agreement or by either party at any time. Upon the occurrence of impasse, both parties shall meet to determine the matters remaining unresolved and shall issue a written statement of their position on such matters as of the last formal bargaining session between the parties. Any such unresolved issues shall first be submitted to the process of mediation.

4.5.2 If the parties are unable to agree upon a mediator, the parties shall jointly agree to request either the American Arbitration Association or the Federal Mediation and Conciliatory Services to provide mediation services. If the choice is American Arbitration Association, the parties shall request identical lists of the names of five (5) persons skilled in mediating public school issues.

4.5.3 Each party shall have ten (10) days from the date such list is received to cross off any name to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a party does not mail the list within the time specified, all names which appear on the list shall be deemed acceptable to that party.

4.5.4 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.

4.5.5 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 list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

4.6 Conducting Mediation

4.6.1 The format, dates, and times of meetings shall be arranged by the mediator and such meetings shall be conducted in closed sessions. The mediator shall meet with the representatives of the District and the Association either separately or together. To the extent that tentative agreements are reached as a result of such mediation, the procedures for ratifying tentative agreements shall apply.

4.6.2 If mediation has failed to bring about agreement on all issues, either party may request that the issues, which remain in dispute, be submitted to a fact finder for advisory fact finding.

4.7 Fact Finding

4.7.1 The selection of a fact finder will follow the same procedure as the selection of a mediator. Written requests to the American Arbitration Association shall be accompanied by a copy of the agreement and the issues that remain in dispute. Subsequent to this request, the parties

may continue to negotiate until agreement is reached or a fact finding hearing is convened, if both parties mutually agree that continued negotiations would be beneficial.

4.7.2 As soon as practicable upon appointment, the fact finder shall convene a hearing with at least ten (10) days written notice to both parties at which time both parties may appear to present facts and arguments with regard to those matters remaining in dispute as provided herein. Hearings shall be conducted according to the rules of the American Arbitration Association. Formal rules of evidence will not apply. The hearing shall be concluded within ten (10) days of being first convened, and the fact finder shall issue his findings of fact and advisory recommendations not later than twenty (20) days after the hearing is closed.

The fact finder's written recommendations with reasons shall be served privately and simultaneously, insofar as possible, upon the spokespersons of both parties. Within ten (10) days after receipt of the recommendations, the parties shall meet to inform one another whether they are willing to accept and implement said recommendations. Any party refusing to accept or implement the fact finder's recommendations shall clearly state its reasons in writing for so doing at that time. Neither party, nor the fact finder, shall reveal or comment upon the findings of fact and advisory recommendations during said ten (10) day period. In the event that either party or both fails or refuses to adopt and implement the fact finder's advisory recommendations, and there are issues remaining unresolved, then the fact finder's report shall be made public after the ten (10) day period. No other statement shall be made by the fact finder.

4.7.3 The fact finder shall have authority to hear and make recommendations concerning only the matters referred to fact finding unless the parties mutually agree otherwise.

4.7.4 The fact finder shall select as his recommendations either the position of the District or that of the Association, on each issue, unless the fact finder is persuaded that an intermediate position would be more appropriate. In such event, the fact finder shall state his reasons for recommending such intermediate position.

4.8 <u>Miscellaneous</u>

4.8.1 All fees and expenses of the mediation or fact-finding proceedings shall be shared equally by the District and the Association. If either party requests to have a transcript of hearings prepared, that party shall be responsible for the cost of said transcript and shall furnish a copy to the fact finder. The other party shall be responsible for the cost of its copy of the transcript, should it desire one.

4.8.2 "Days" shall mean working days or days when the administrative offices are open.

4.8.3 The cost of printing the Agreement shall be shared equally by the District and the Association.

ARTICLE 5
Grievance Procedure

5.1 A pre-grievance is defined as an allegation by an employee that there has been a violation in the inequitable application or misrepresentation of this agreement, District policy, and regulation. Every effort shall be made to resolve the issue through informal discussion between the employee and the immediate supervisor. The employee is encouraged to schedule a time to meet with the supervisor to discuss the allegation. Employee grievances alleging sexual harassment shall be filed with District's Title IX Compliance Officer who shall investigate and resolve the grievance appropriately.

If the employee is not satisfied with the results of the informal discussion with his/her immediate supervisor, the employee may file a formal grievance using the following procedure. For grievances regarding discipline as outlined in Article 16, the employee may file a formal grievance starting at Level Two.

5.2 Grievance - LEVEL ONE

The grievant shall bring his/her written grievance to his/her immediate supervisor and to Human Resources with the object of resolving the matter. This step shall be taken no later than ten (10) working days after the date on which the action giving rise to the grievance occurred. The employee shall specify the Agreement Article, policy, or regulation that he/she believes has been misapplied. This statement will remain consistent throughout the entire grievance process. The immediate supervisor shall hold a hearing within ten (10) working days of receipt of the grievance, and render a written decision within ten (10) working days of the hearing. At this level, an Association representative may be included to represent the employee as requested.

5.3 Grievance - LEVEL TWO

If the grievant deems the outcome of Level One to be unsatisfactory, he/she shall file a written notice to the Chief Human Resources Officer within twenty (20) working days of the Level One Grievance.

The Chief Human Resources Officer, or his/her designee, will designate a district administrator as a neutral hearing officer. The Chief Human Resources Officer and CCSEA will conduct a hearing within five (5) working days of receipt of the grievance. An additional ten (10) working days may be granted with consent of both parties. A written decision will be rendered within ten (10) working days following the hearing.

5.4 Grievance - LEVEL THREE

If the grievant is not satisfied with the decision of the Chief Human Resources Officer, or his/her designee, a third level grievance may be filed within five (5) working days with the Superintendent of Schools.

The Superintendent, or his/her designee, and CCSEA will conduct a hearing within ten (10) working days of receipt of the grievance. An additional ten (10) working days may be granted with consent of both parties. A written decision will be

rendered within ten (10) working days following the hearing.

5.5 Grievance – LEVEL FOUR

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievance may be referred to the Association within ten (10) days. If the Association deems the grievance meritorious, it may proceed to arbitration within fifteen (15) days after receipt of the grievance and shall notify the District that it is proceeding to arbitration.

5.5.1 In the event the parties are unable to agree on an arbitrator within five (5) days, the American Arbitration Association will be notified immediately by the District or the Association and an arbitrator will be selected. The selection of an arbitrator shall follow the procedure outlined by the negotiations procedure.

5.5.2 The arbitrator shall be bound by all terms of this contract. He/she will not have power to add to, delete, or modify in any way any of the provisions of this contract. The decision of the arbitrator shall be advisory to both parties. Fees and expenses of the arbitrator shall be borne equally by the Association and the District.

5.5.3 The arbitrator's report shall be submitted in writing to the District and the Association only and shall set forth the findings of fact, rationale, conclusions, and recommendations on the issue submitted.

5.5.4 Within five (5) days after receipt of the arbitrator's report, the District and the Association will meet to discuss the report.

5.5.5 The District shall take official action on the report of the arbitrator within twenty (20) days of receipt of the report.

No public releases of information may be made until after such action.

5.6 Miscellaneous

5.6.1 No reprisals shall be taken against any participant in any grievance procedure because of such participation.

5.6.2 Any grievant may be represented at any level of the grievance procedure by a representative of the Association but no employee may be represented by any representative of any employee organization other than the Association. The employee filing a grievance shall designate, in writing, his/her representative at the first level of the grievance procedure and shall retain that representative throughout the process. If an employee chooses not to be represented by the Colorado Classified School Employees Association (CCSEA), he/she shall state such choice, in writing, at the first level of the grievance process. An employee not represented by CCSEA will be individually responsible for payment of all costs associated with the grievance, including the cost of arbitration should the grievance progress to that level.

5.6.3 Forms for the processing of a grievance shall be developed jointly.

5.6.4 No written or printed material dealing with the processing of a grievance will become part of the personnel files of the aggrieved party or any other parties in interest.

5.6.5 Upon request, the parties shall make available to each other any documents in their possession which relate directly to a grievance.

5.6.6 All parties agree that grievance proceedings will be kept confidential throughout the process.

5.6.7 The time limits imposed upon either party during any step of this procedure may be extended by mutual, verbal agreement but shall be confirmed in writing.

5.6.8 Except for any informal decision at Level One, all decisions shall be rendered in writing at each level of the grievance procedure and reasons for denial of a grievance shall be expressly stated.

ARTICLE 6
Association Rights

6.1 The Association is allowed the use of school facilities in accordance with District usage procedures at no cost for the purpose of Association meetings.

6.2 The Association is given the right to place Association notices and materials on designated bulletin boards at each site providing that each administrator and supervisor is provided a copy in advance of posting.

6.3 The Association is given the right to use the school mail delivery system providing that each administrator and supervisor is provided a copy in advance of any general information, newsletter or document.

6.4 The District agrees to deduct from the salary of members of the Association an amount of money sufficient to pay the member's dues, as certified by the Association, where such deductions have been requested in writing by the individual members. The District further agrees to transmit all monies so deducted to the Association on a regular basis. The Association shall provide to the District, on forms provided by the Association, signed by the employee, authorizing the union dues deduction

The Association shall also furnish the District with a dues form properly signed by the member. Such forms shall remain in effect during the employment of the member or until such a time as revoked by the member under the following process:

> Any member may revoke his/her dues deduction authorization at any time between August 15 through September 1 by notifying the District payroll department and the Association in writing on forms provided by the Association.

The Association agrees to hold the District harmless from any action growing out of these deductions.

The District will inform the Association of any employment status changes to all classified employees.

6.5 Upon appointment by the Board of Education, all new classified employees will attend an Agreement orientation. The Association shall be responsible for presenting an orientation session one time per month during regular school hours. Instructions on accessing the online Agreement shall be given to all employees at this time. The District shall notify all new classified employees of the date, time and place of their orientation. The Association representative shall use association leave for time taken for orientation.

6.6 <u>Association Leave</u>

The Association will be permitted release time with pay up to ten (10) days or eighty (80) hours during each fiscal year. In addition, the District will pay the substitute costs, if needed, for the first six (6) days or forty-eight (48) hours of

this leave. The Association will pay the remaining four (4) days or thirty-two (32) hours of substitute time, if needed. The President of the Association will determine their use. Days taken under this leave will be known as "Professional Leave" and may be used for such activities as negotiations, mediation, fact-finding, arbitration, and other association activities deemed legitimate by the President.

The Association will be permitted release time with pay up to 160 hours for the purpose of negotiations during each fiscal year.

6.7 The District shall make available to the Association an advance copy of the agenda for each regular meeting of the Board. In case of a special meeting, notification shall be made as far in advance as possible. A copy of the minutes of the board meeting will be available to the Association. Agendas and minutes of the budget committee meetings will also be made available to the Association.

6.8 Ten (10) days prior to any formal discussions and before proposals or inquiries regarding privatization of services the Superintendent or administration shall notify CCSEA. Said notification shall be in writing.

It is understood and agreed that during school year 2054-2026 the Board shall not enter into any private agreements with any person, company or corporation to provide services presently performed by employees recognized under this Agreement unless mutually agreed to, in writing, by the parties.

6.9 The Association shall have the right to a representative or representatives at each school or work site. The Association representative will have the right to schedule a fifteen (15) minute meeting once a month with advance arrangements with the Building Supervisor.

6.10 The Association shall have the right to file a grievance on behalf of an employee or group of employees based on an allegation that there has been a violation in the equitable application or representation of the agreement. Every effort shall be made to resolve the issue through information discussion between the Association and the Chief Human Resources Officer. If the Association is not satisfied with the results of the information discussion, the Association may file a grievance starting at level two of the regular grievance procedure (5.3).

ARTICLE 7
Employment Conditions

7.1 An employee's initial work schedule shall be designated by his/her immediate supervisor or principal in advance of the time he/she is employed.

7.1.1 For Transportation, bus drivers may thereafter bid routes in accordance with the Route Bidding Criteria for Bus Drivers adopted July 1, 2013. For Transportation, transportation paras may bid routes in accordance with the Route Bidding Criteria for Transportation Paras adopted July 1, 2013. (See attachment A1 – A2).

7.1.2 Any modifications to the Route Bidding Criteria for Bus Drivers adopted July 1, 2013 will be jointly developed and approved by a team consisting of District management, Association representatives and representation from bus driving staff. Modifications shall be recommended for final approval by the Negotiations Team.

7.1.3 Current full time (currently scheduled for 30 hours or more per week) bus drivers and transportation paras hired prior to May 24, 2018 and maintaining continuous employment shall be guaranteed 30 work hours. A list of current full time bus drivers and transportation paras hired prior to May 24, 2018 shall be approved, agreed to and maintained by District Human Resources and CCSEA.

7.2 Flex time may occur to meet the needs of the District.

The District and the Association recognize that the normal work week is Monday through Friday. The District, however, may have the need to modify work schedules as necessary to meet the needs of the District. If, however, the need arises for schedules to be modified, the supervisor and the employee should make efforts to discuss the schedule in advance of either the temporary or permanent schedule change.

After the review of the change in schedule, the employee and an Association Representative may set up a meeting to discuss concerns about the proposed schedule.

7.3 An unpaid lunch period shall be at least thirty (30) minutes of uninterrupted time for each employee who is employed in a position requiring a lunch period.

7.4 Each employee working six to ten (6-10) hours shall be entitled to two (2) fifteen(15)-minute break periods during the day - one break approximately half way between starting time and lunch and the other break approximately half way between lunch and the end of the day. One fifteen (15)-minute break is provided for employees working at least three (3) but less than six (6) hours. No break is provided for employees working less than three (3) hours.

7.5 Employees, including part-time, temporary, and substitute may be subject to drug and alcohol testing upon reasonable suspicion.

Employees, including part-time, temporary, and substitute, as determined by

school district administration to be employed in safety sensitive positions, i.e., operating motor vehicles, motorized machinery and duties that may jeopardize the health or safety of students, employees, or the public will be subject to random drug and alcohol testing. This testing is independent of testing conducted pursuant to the Federal Highway Administration Controlled Substance and Alcohol Testing Rule, however, the administrative and testing procedures for both are the same.

7.5.1 Testing may include pre-employment, post-accident, random and reasonable suspicion.

7.5.2 Supervisors and other district administrators who may be required to make reasonable suspicion determination will receive training on indicators of probable misuse of alcohol or controlled substances.

7.5.3 Employees who self-report while not currently under the influence shall be subject to progressive discipline procedures with the exception of termination for only the act of self-reporting.

7.6 A special health examination, paid by the District, may be required when the District has reasonable cause to believe that an employee has a disease or illness that may interfere with or pose an unacceptable risk to the health, safety, or welfare of the employee or others.

Whenever an employee is required by the District or an outside agency to have a physical examination, the cost of the required examination shall be paid by the District provided that the employee is examined by a pre-approved physician or nurse practitioner as required by District policy.

Proof of the physical examination and the statement of charges must be submitted and approved before the payment is made.

7.7 Remote Work

All changes to staff work schedules - for remote versus in-building - shall be approved by the supervisor. Any staff member's personal issue that interferes with a staff member's scheduled work shall be reported as a temporary leave. (If a staff member is too sick to work in-building, then the staff member shall report temp leave.) Supervisors shall determine remote/in-building schedules based on work need and general fairness across the department. Staff shall not be required to be on a regular remote work schedule without being provided by the District the proper technology tools and training to perform core functions. The district shall not furnish (desks, chairs, et al) or provide non-technology tools for a remote assignment. If the staff member is required to regularly work from home, the supervisor will insure and provide the technical tools for the staff member to perform his/her job responsibilities. The option to work remotely is not guaranteed. Supervisors will make the best possible effort to inform staff prior to hiring about the potential for remote work.

ARTICLE 8
Employment

8.1 Vacancies

8.1.1 All vacancies and new positions, which the District intends to fill, shall be presented in the form of a job description including salary schedule placement, deadline date to apply, location, and reporting supervisor.

8.1.1.1 Vacancies will be posted online to allow employees an opportunity to apply for the position.

8.1.1.2 Employees will have five (5) working days from the date of such notice in which to complete an online application or update their online application to select that position posting. Employees are required to submit job resumes and other background information relating to the qualifications of the vacant position.

8.2 Interviews

8.2.1 Classified employees will be selected based upon skills, training, experience, and other qualifications.

8.2.1.1 If an employee applies for a position that they are currently working in and not on an improvement plan, on probation, on suspension or on a leave of absence and are the only internal applicant working in the same position, they would automatically be placed in the position. If there are multiple internal candidates not on an improvement plan, on probation (for any reason), on suspension or on a leave of absence who apply for the same position in which they are currently working at another location, the decision would go through the interview process.

All current employees not on an improvement plan, on probation, on suspension or on a leave of absence which apply for a position they are qualified for, but different than their current position, will be interviewed and considered first. If an internal candidate is not selected they will be given the opportunity to receive feedback on why they were not considered. If no internal candidate is selected, the hiring manager will then be given an opportunity to review and then interview qualified external candidates. If no external candidate is qualified, the hiring manager an either repost the position or select from the group of internal candidates.

For the purpose of this section, for school based para positions, qualified 27J substitutes may be considered by the hiring supervisor as internal.

8.2.1.2 Two weeks prior to and two weeks after the start of the 1st day of students, for school based paraprofessional positions, the internal hiring requirements outlined 8.2.1.1 are waived. This provision allows qualified externals to be considered with qualified internals during this time period.

8.2.1.3 Interviews will be conducted by a committee. A minimum of three (3) people shall sit on the committee, one of whom will be a classified school employee. Human Resources will provide a list of the interview committee members to the association upon request.

8.2.1.4 A set of interview questions will be agreed upon by the interview team prior to the interviews and will be used consistently with each candidate interviewed.

8.2.1.5 A consensus of the interview team will be required prior to recommending candidates to the supervisor. The interview team will be notified on the rationale for final selection.

8.3 Appointment

8.3.1 The Superintendent shall recommend all classified personnel for employment to the Board of Education. For positions which must be filled between Board of Education meetings, the Superintendent may approve the appointment subject to ratification by the Board.

8.4 Transfers and Reassignments

8.4.1 Transfers/reassignments shall take place on the recommendation of the supervisor with the approval of the Superintendent.

8.4.1.1 A transfer is defined as movement by a present employee to a position in the same job classification in another building or unit.

8.4.1.2 A reassignment is defined as a change in job responsibilities which occurs within a building or unit.

8.4.2 An employee may be transferred/reassigned to meet the needs of the District.

8.4.3 Sufficient time, as determined by the immediate supervisor, shall be allowed to affect the transfer/reassignment. The employee shall be provided official written notification by the Office for Human Resources prior to the transfer.

8.4.4 The employee shall be entitled to a conference to discuss reasons for the involuntary transfer/reassignment with the immediate supervisor and the Chief Human Resources Officer within five (5) working days of receiving the notification. The employee may be accompanied by a representative of his/her choice.

8.4.5 If an employee has received three (3) annual evaluations and is transferred/reassigned to a position with the same job description, the employee will not be placed in a probationary status.

8.4.6 When an employee has three (3) years of district service and fails to successfully complete his/her probationary period in a new position with a different job description, the employee will be considered and interviewed for any available position in the district for which he/she is qualified as determined by the Office for Human Resources.

8.4.7 If a position is not immediately available, the employee will be placed on a leave without pay. When vacancies occur within the district, the employee shall be notified and shall be considered and interviewed prior to the posting of the position. This process shall continue for up to one (1) calendar year. Failure of the employee to accept the first position for which he/she is qualified will terminate any further obligation on the part of the district.

8.5 Salary Placement

8.5.1 When an employee is transferred or reassigned, whether voluntarily or involuntarily, the following procedure will be used for salary placement.

8.5.1.1 Same Grade Level. Employees being transferred/ reassigned to a position within the same pay grade classification will remain on the same increment step.

8.5.1.2 Higher Grade Level. An employee assigned to a position at a higher grade level may be
(a) placed on a step in the new grade based on their like experience related to the new job using the District placement procedure; or, (b) placed on the step closest to their current pay:

1. An employee on step 1 in their previous grade shall be placed at step 1 in the new grade.
2. An employee with 1 year of District experience on step 2 shall be placed at step 2 in the new grade.
3. One step will be added to all other employees from that placement.

The District shall use the procedure (a) or (b) whichever results in a higher increase for the employee.

8.5.1.3 Lower Grade Level. An employee with 10 years of continuous District employment who is transferred or reassigned by a supervisor or the District (inclusive of layoffs and forced transfers) to a lower grade level shall be placed at the lower salary grade at the salary step closest to present salary without going over current salary. However, benefits may be reduced depending upon weekly hours worked in the new

position as the Agreement permits 17.1.3. An evaluation will be required during the first eighty (80) days of the transfer/reassignment.

An employee who (voluntarily at their initiative; or with less than 10 years District experience) moves to a position in a lower salary grade shall (a) be placed based on a step based their like experience using the District's placement procedure outlined in this agreement or (b) be placed in the same step in the new lower grade (whichever is higher).

An employee with 10 or more years of District experience shall be placed at the lower grade step closest to their current pay not to go over their current pay.

An employee who moves to a higher grade position and then returns to a previous position shall be returned to the step the employee was on in the previous grade and the additional District experience years added 1 for 1.

8.6 Resignation

8.6.1 To resign in good standing an employee must give the Office for Human Resources at least fourteen (14) calendar days prior notice. If extenuating circumstances do not allow for fourteen (14) calendar day notice, the Office for Human Resources may agree to shorten the period. A written and dated resignation shall be signed and submitted by the employee.

8.6.2 An employee who resigns will be paid through the last day worked. Insurance benefits will continue through the last day of the month in which the employee resigns.

ARTICLE 9
Classified Records

9.1 The employee's file is available for inspection by the employee during regular working hours. The personnel file of each employee may include but not be limited to the following information:

- Legal name, up-to-date address and telephone number.
- Requested health examination.
- Employee's W-4 tax data.
- PERA - membership, beneficiaries, and dependents.
- Payroll deduction authorization forms.
- Copy of signed evaluations (signed by supervisor and employee and dated).
- Workshops and educational data.
- Affidavit and fingerprint record.

9.2 Material which is derogatory to an employee's conduct, service, or character shall not be placed in the employee's file until he/she has been notified and given an opportunity to read and file a written response to such material. The employee shall acknowledge that he/she has read such material to be filed by signing the material. Such signature does not indicate agreement with the content of the material. The employee will have ten (10) working days to respond in writing to the material.

ARTICLE 10
Evaluations

10.1 Frequency of evaluation - The immediate supervisor shall evaluate, in writing, the efficiency of each classified employee during their probationary period, at forty (40) working day intervals. Evaluations will be completed for each employee once each year thereafter.

10.2 If an employee receives an unsatisfactory rating in any part of their evaluation, a plan for improvement will be developed to address areas identified with follow-up evaluations completed at forty (40) working day intervals. The Association may be involved in the development of the improvement plan.

10.3 Evaluations are not grievable.

ARTICLE 11
Leaves

11.1 Temporary Leave

11.1.1 Temporary leave may be taken for personal illness and/or death in the immediate family (father, mother, daughter, son, brother, sister, spouse or relatives living in the household), or for legal, business, household, or family matters or other personal reasons which require absence during working hours. Accumulated temporary leave may be used for pregnancy, childbirth, or recovery there from. Temporary leave may not be used for other employment.

11.1.1.1 If a first year employee does not complete the year for which personal leave is granted, that employee will be docked salary prorated to the percentage of the year worked. (Example: If an employee takes two (2) personal days and leaves the district after three fourths (3/4) of their work year is completed, the employee will be docked one fourth (1/4) of two (2) days or one (1) half (1/2) day).

11.1.1.2 Leave for personal reasons for school personnel will not be granted:

11.1.1.2.1 One day before or after winter break or spring break.

11.1.1.2.2 During the opening two (2) weeks of school.

11.1.1.2.3 During the final two (2) weeks prior to school closing.

11.1.1.2.4 No more than ten (10) consecutive days can be used per year.

11.1.2 Employees will accrue temporary leave at a rate of 1.33 x total hours worked per week (one hour for every 17.3333 hours) divided by five (5). An employee can accrue no more than ten point six four (10.64) hours per pay period.

11.1.3 Earned temporary leave will accrue without limit. After accumulation of hours equal to seventy-five (75) days, employees shall have the option of receiving, in June, $7.08 per hour for accrued leave hours over the seventy-five (75) days. All accumulated temporary leave hours will be reimbursed upon termination of employment at the rate of $5.95 an hour for hours up to seventy-five (75) days and $7.08 an hour for hours over seventy-five (75) days.

11.1.4 Employees who will be absent on temporary leave shall notify their immediate supervisor or principal or designee a minimum of two (2)

hours prior to the time set for commencing work. The supervisor or principal will provide written notification to employees as to the identity of his/her designee. Failure to notify the immediate supervisor/principal or designee of an absence within this time frame may result in disciplinary action. The District reserves the right to require proof of illness or injury any time they believe temporary leave is being abused, either by a statement from the employee's physician or through examination by a physician selected and paid for by the District.

11.1.5 Use of temporary leave for reasons other than personal illness will be requested at least twenty-four (24) hours in advance and approved by a supervisor except in the case of emergency. Any willful misuse of temporary leave will result in disciplinary action. The use of temporary leave for other employment would be considered willful misuse.

11.1.6 In instances of death in the immediate family (father, mother, daughter, son, brother, sister, spouse or relatives living in the household), a minimum of three (3) days will not be denied. Days will be provided with or without pay depending upon the leave balances of the employee. Documentation must be provided upon the request of the supervisor.

11.2 Professional Leave

11.2.1 The Superintendent, or designee, may authorize professional leave to classified employees to attend meetings, conferences, or to engage in other activities which will mutually benefit the employee and the District.

11.3 Extended Leave

11.3.1 Employees may request leave without pay for up to a twelve (12) month period. Approval of the request will be based on the program needs of the District. It is the responsibility of the employee on extended leave to notify the District of intent to return a minimum of one (1) month prior to return date. An employee on extended leave is not guaranteed a position when returning from leave. The employee may agree to take a position different than the one previously held if an opening is available for which the employee is qualified.

11.3.2 The employee may continue group insurance benefits at their own expense during the leave. Longevity status and accumulated benefits such as temporary leave will remain unaffected during the extended leave. However, the employee does not accumulate additional longevity credit or additional temporary leave while on an extended leave. Extended leave time does not count toward PERA service credit.

11.4 Family and Medical Leave

11.4.1 Provisions of the Family and Medical Leave Act of 1993 are available to all classified employees regardless of hours worked, with the exception

of new probationary classified employees (Article 1.6). Application forms are available from the Office for Human Resources.

11.4.2 FMLA runs concurrent with paid or unpaid leave at the beginning of the occurrence. No employee may receive more than twelve (12) weeks total unpaid leave within a twelve (12) month period calculated on a backwards rolling basis from the first day of FMLA leave taken.

11.5 Jury Duty

11.5.1 Employees called for jury duty during working hours shall be granted leave. They shall receive their full salary during the period of absence, but shall remit to the District within ten (10) days of receipt, the amount received from such jury duty. Mileage compensation shall be retained by the employee.

11.5.2 An employee who reports for jury duty but is excused by the court for the day shall immediately report to their district assignment.

11.5.3 If an employee is assigned to a trial or as a grand juror in excess of three (3) days, the employee shall receive either their regular daily pay or the state daily payment, whichever is the greater amount.

11.6 Vacation

11.6.1 Vacation accrual is provided only for twelve (12) month employees working thirty (30) or more hours per week. Employees working less than thirty (30) hours per week do not qualify.

11.6.2 Accrual of vacation by twelve (12)-month employees working thirty (30) or more hours per week:

Years of service days	**Accrued vacation days**	**Accrued Hours per year**	**Maximum Accrual of days**
1–6	10	.8333 x total hours worked per week divided by five (5)	20
Start of 7-14	15	1.25 x total hours worked per week divided by five (5)	30
Start of 15	20	1.6667 x total hours worked per week divided by five (5)	40

11.6.2.1 Vacation time will accrue from the date on which the employee became a full-time employee working thirty (30) or

more hours per week. Vacation can be taken any time after the probationary period. Notice must be given two (2) working days in advance and supervisor approval is required before the time may be taken.

11.6.2.2 Classified employees who resign or are terminated will receive full compensation for vacation time accrued to the date of resignation or termination.

11.6.2.3 Vacation time shall be permitted to accrue to a maximum of two (2) years of accrual (per the chart above). Supervisors and principals shall make every effort to see that classified employees take their vacation within the limits of district requirements. All accrued vacation time exceeding the applicable maximum shall be forfeited by the employee and the employee will receive no compensation for the forfeited vacation time.

11.6.2.4 A maximum of two (2) weeks of vacation may be taken at any one time unless approval for more than two (2) weeks is provided in advance by the supervisor or principal. Primary consideration must be given to district work requirements and needs.

11.7 Temporary Leave Bank

11.7.1 The District agrees to maintain a voluntary Temporary Leave Bank for the purpose of allowing members to "draw" temporary leave days in cases where their need extends beyond the number of their accumulated temporary leave days. Within one (1) month of employment, new employees shall notify the Office for Human Resources of their desire to participate in the Temporary Leave Bank. Current employees who are not members of the bank must join between September 1st and 30th of each year or wait until the following year to join.

11.7.2 The Governing Committee of the Temporary Leave Bank will consist of two (2) classified employees appointed by the Classified Association president, one (1) classified supervisor, and the Chief Human Resources Officer or his/her designee. The committee will report the status of the Temporary Leave Bank annually in October.

11.7.3 All classified staff who wish to voluntarily participate in the Leave Bank may do so by donating one (1) day of their temporary leave per year to the bank over a three (3) year period. Thereafter, no days will be required unless the leave bank committee deems it to be necessary. At that time a request will be made for an additional day and any member who desires to continue membership in the bank will donate the additional day. Members may discontinue membership at any time after the initial three (3) years. If a member applies to the Leave Bank before they have donated three (3) days of their temporary leave to the bank, the amount of days granted from the bank will be reduced by the

number of days not yet donated.

11.7.4 Classified employees will no longer be required to pay back a percentage of their used days effective July 1, 2024. All payback owed from previous years will be eliminated. This action is not retroactive.

11.7.5 Members may retain a maximum of one (1) years' balance of temporary leave.

11.7.6 Members with less than five (5) years membership in the bank must wait four (4) days after their temporary leave is depleted to the one (1) year balance to be eligible to draw from the Temporary Leave Bank. During this four (4) day waiting period the member may use remaining leave or will suffer a total loss of pay. The District will pay for substitutes as necessary.

11.7.7 If an employee has been a member of the bank for five (5) consecutive years, the four (4) day loss of pay is automatically waived.

11.7.8 Bank members who were not members the prior school year must wait ninety (90) working days before being eligible to draw days from the bank. The maximum number of days any one member can withdraw from the Temporary Leave Bank in any rolling calendar year will be thirty (30) days for bank members who were not members the prior school year and sixty (60) days for all other members. (For example, if an employee is awarded thirty (30) working days in March, he/she would not be eligible for another thirty (30) days until the following April). The employee would be expected to apply for the Public Employees' Retirement Association's Short Term Disability Program after sixty (60) days of leave usage from the bank. In cases of catastrophic illness, the employee could appeal to the Temporary Leave Bank Committee for additional days. Probationary employees cannot draw from the Bank.

11.7.9 All days left in the bank will be carried forward to the next year.

11.7.10 The Temporary Leave Bank Committee will review each case on an individual basis. The number of days granted are based upon (a) the circumstance of the serious health condition; and (b) the history of temporary leave bank membership and prior leave bank usage by the employee. Employees who request leave from the bank shall submit a written application which must have a doctor's statement attached on forms provided by the district.

11.7.11 Temporary leave bank days can be requested for a serious health condition of the employee and/or immediate family members (spouse, daughter, son, mother, father, or relatives living in the immediate household). A serious health condition will be defined by the Family and Medical Leave Act. A statement from a medical doctor must accompany the application on the form provided by the district. A maximum of ten (10) days may be granted for family leave and need not be consecutive.

Maternity leave requests will be considered based on the following criteria: a) no more than six (6) weeks from the date of birth for a normal birth, and b) no more than eight (8) weeks from the date of birth for a cesarean birth.

11.7.12 Temporary leave bank days can be requested for death in the immediate family (father, mother, daughter, son, brother, sister, spouse, or relatives living in the household). In the case of bereavement, the five (5) day waiting period will be waived and no payback will be required. Bereavement leave may be requested before a member depletes their accumulated temporary leave. The maximum number of days granted will be no more than three (3) days per request. Appropriate documentation must accompany the application.

11.7.13 Members withdrawing from the bank will not be able to withdraw their contributed days.

11.7.14 Temporary leave accrued during the leave time granted from the bank must be used as part of the total leave time.

11.7.15 The Temporary Leave Bank Committee's decision is final and is not grievable.

11.8 Military Leave

11.8.1 An employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the school district shall be granted military leave with a right of reinstatement in accordance with state and federal law.

11.8.2 The employee shall receive full salary and benefits during such leave up to a maximum of fifteen (15) calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

11.8.3 An employee taking leave under this policy shall forward a copy of his/her military orders to the Superintendent or designee.

11.8.4 Military leave of absence, without pay and subject to any and all conditions provided by applicable law, shall be granted as required by law to an employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the State or United States. The employee shall be considered on a leave of absence during military service.

11.8.5 Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which would have been received if leave had not been taken.

11.8.6 Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

11.9 PERA Short Term Disability

11.9.1 An employee approved for PERA Short Term Disability leave shall continue to be employed and receive insurance benefits by the district during the term of their short term disability.

ARTICLE 12
Other Benefits

12.1 Holidays

12.1.1 All classified employees working twenty (20) or more hours per week shall be entitled to paid holidays based upon the length of their work year:

9-month employees receive 6 holidays

10-month employees receive 7 holidays

11-month employees receive 8 holidays

12-month employees receive 9 holidays

In August of 2018, the District will pay 1.5% to the salary base, in exchange, the amount of paid holidays will be reduced in all employee groups by a total of 3 days.

12.1.2 The holidays for employees working twenty (20) or more hours per week shall be based on the yearly calendar adopted by the District. Employees will be notified by July 15 of the holidays to be observed.

12.1.3 Whenever a holiday falls on Saturday, the previous day will be considered a holiday; whenever the holiday falls on Sunday, the following day will be considered a holiday. Should the two (2) day Christmas holiday and the two (2) day New Year's holiday fall on a Saturday and Sunday, the previous day and the following day will be observed as the holidays.

12.2 Workers' Compensation

12.2.1 This is a plan to protect all employees in the event of injury arising out of and in the course of employment.

12.2.2 All injuries must be reported immediately to the supervisor. An injury report must be completed by the supervisor within twenty-four (24) hours. Failure to report injury will delay benefits or result in denial of payment.

12.2.3 If medical care is required for work related injuries, employees must use designated physicians/clinics or hospitals specified on the Workers' Compensation Information Sheet.

12.2.4 Medical Expenses - The Adams County BOCES Self-Insured Fund, when the liability is assumed, pays in accordance with Medical and Surgical Fee Schedule, adopted by the Industrial Commission, all reasonable and necessary medical expenses, paid directly to the doctor, hospital, etc.

12.2.5 Personal Injury Leave - Employees temporarily absent from work and

unable to perform their duties as a result of personal injury occurred in the scope and course of their employment, and not the result of their own negligence, will be paid their full salary by the school district during the first thirty (30) working days absent from the date of such injury. Claims in excess of thirty (30) days may be covered and are paid directly to the employee from the BOCES fund. No part of such temporary absence will be charged against the employee's temporary leave.

12.2.5.1 By subrogation, the District shall be the subrogee to the claims of such employee, against any third person or persons, for the amount of benefits paid hereunder by the District.

12.2.5.2 The District shall have the right to have such employee examined by a physician designated by the District to assist in determining the length of time the employee is temporarily unable to perform duties, and that the disability is attributable to the injury involved.

12.2.5.3 Employees returning to work from Workers' Compensation Leave shall have written authorization from their doctor that they are able to go to work full-time without restrictions of any kind.

12.2.5.4 Under certain circumstances an employee may be approved to return to work on a light duty assignment subject to the physician's and administration's approval.

12.2.6 No vacation or temporary leave shall accrue after an employee is on workers' compensation leave over thirty (30) days. While an employee is on workers' compensation leave there will not be a break in longevity credit. The District will continue to pay the allotted amount towards health, dental, vision, life and accidental death and dismemberment insurance premiums while the employee is on Workers' Compensation Leave.

12.3 PERA - Public Employees' Retirement Association. The District contributes 20.9% of an employee's salary towards the retirement program for the employee. The District contribution changes in January. The employee contribution is 10.5% of adjusted gross income. Participation in PERA is mandatory for all employees.

12.4 Professional Growth

12.4.1 Professional Growth Plans are in effect for clerical and nutrition service employees. Other classified personnel are encouraged to submit a professional growth plan to the Office for Human Resources.

12.4.2 Professional Growth is improvement resulting from increased knowledge, skill, and performance attributable to participation in courses and activities.

12.4.3 Necessary and Required Courses: If the District determines that a particular course of education or training is necessary or required for the performance of duties, the District will pay the tuition expenses and other costs of the employee undergoing said training. The District will compensate the employees for their time involved in such training.

12.4.4 Optional Training Programs: Other courses or training programs which are not necessarily required for the current job but are substantially related to District positions would receive District compensation for professional growth. Employees who have completed six (6) months with the district are eligible to apply.

The compensation could be in the form of tuition, approved course fees, and/or book reimbursement up to $750 per year maximum per employee, with a district maximum of $15,000. Costs for professional growth will be paid from the Professional Growth Fund with the employee providing evidence of completion to the Staff Development Office within two (2) weeks after attending the seminar or course. Failure to provide evidence of successful completion will result in the professional growth cost being deducted from the employee's regular monthly wages. The employee will complete an application for the professional growth activity prior to attending the activity signing that he/she understands the conditions for the use of the Professional Growth Fund.

The employee must have prior approval by his/her supervisor at least ten (10) days before the beginning date of the activity. The supervisor will approve or deny requests within five (5) working days. Professional leave (Article 11.2) may be used if activity requires an absence from work.

12.4.5 Professional Growth Committee: The Committee shall consist of three (3) members appointed by the District and three (3) members appointed by the Association. The Committee will meet on a quarterly basis to review all applications. Any fund balance in the Professional Growth Fund after April 1 of each year will be made available for all classified staff to re-apply for additional use of the fund. If applications exceed the District maximum of $15,000 in any given year, the Professional Growth Committee will meet with the Chief Human Resources Officer, the Chief Financial Officer, and the Superintendent to consider the allocation of additional funds. The District will make a good faith effort to appropriate additional funds. The Committee shall also report to the District and the Association annual costs of reimbursements incurred by the plan for both required and non-required courses and training programs. The committee will also review incentive programs for formal education for classified employees and prepare recommendations to the Association and the Administration.

12.5 <u>Retired Classified Employee Option</u>

12.5.1 Eligibility

12.5.1.1 During periods of Reduction in Force, as determined under Article 14, no employees shall be eligible for the Retired Classified Employee Option.

12.5.1.2 Currently employed by the district as a classified employee performing a service each workday or be in pay status using temporary leave.

12.5.1.3 Complete a full year for the number of hours allowable under PERA for a minimum of four (4) hours each day.

12.5.1.4 Any classified employee who is on employee discipline as per Article 16 of the Classified Agreement will not be eligible for the Retired Classified Employee Option.

12.5.1.5 Any classified employee who is eligible for the Public Employees' Retirement Association (P.E.R.A.) retirement income and who has notified the District of their retirement will be eligible for the Retired Classified Employee Option. The classified employee must notify the Office for Human Resources of their intent to participate in the Retired Classified Employee Option no later than April 1 of the year before retirement.

12.5.2 Conditions for the Retired Classified Employee Option

12.5.2.1 The classified employee will elect to retire from School District 27J and receive PERA retirement benefits. The classified employee must be retired and not work for School District 27J for a minimum of thirty (30) calendar days during the month of retirement in order to participate in the Retired Classified Employee Option. For the next employment year immediately following the date of retirement, the employee will work for the School District 27J. The employee must occupy a regular position in the district and cannot participate in the Retired Classified Employee Option as a classified substitute.

12.5.2.2 During the Retired Classified Employee Option year, the classified employee will be placed on the salary schedule commensurate with placement had the classified employee not elected retirement. The employee will be paid their full salary less the District's PERA contribution for the employee.

12.5.2.3 Returning the classified employee to his/her current position is an option.

12.5.2.4 Participation in the Retired Classified Employee Option is for salary and health coverage for employees working 30 or more hours and does not include coverage for dental, vision, life or accidental death and dismemberment insurance or count for PERA service credit.

12.6 Additional Pay

12.6.1 The appropriate supervisor or designee will authorize those employees to be covered by this article based on job requirements.

12.6.2 On Call Pay

12.6.2.1 The transportation department will pay a minimum of one (1) hour pay at the overtime rate when job requirements are such that an employee needs to be on call.

12.6.2.2 The facilities department rotates the classified employees to be on call for one (1) week periods. The compensation for being on call is three (3) hours of compensatory time taken on the Friday of starting the employee's on call period. The compensatory time may be taken at other times as job demands require.

12.6.3 Call In Pay

12.6.3.1 All classified employees will be paid a minimum of one (1) hour pay at the overtime rate when job requirements are such that an employee needs to be called in to work. 6:00 a.m. – 10:00 p.m.

12.6.3.2 All classified employees will be paid a minimum of two (2) hours pay at the employee's overtime rate when job requirements are such that an employee needs to be called in to work between the hours of 10:00 p.m. – 6:00 a.m.

12.7 Longevity Pay

12.7.1 Employees who have completed required years by November 1st will receive an annual longevity benefit lump sum payment on their regular monthly payroll check in November of each year.

12.7.2 Longevity remuneration will be paid for continuous employment with the District. Interruptions of service caused by a reduction in force or layoff will be counted for longevity for up to one (1) year.

12.7.3

Years	Full Longevity Benefit
5	$250.00
6	$300.00
7	$350.00
8	$400.00
9	$450.00
10	$1,000.00
11	$1,100.00
12	$1,200.00
13	$1,300.00

Longevity continues to increase by $100.00 per year to a maximum of thirty (30) years or $3,000.

12.8 Uniforms

Departments have the option to have uniforms for their employees if they so choose. Uniforms will be selected by the staff and supervisor of the department and would meet policy GBEBA. If uniforms are required, the District will assume the cost of the uniform under the department budget.

ARTICLE 13
Layoffs

13.1 Whenever it becomes necessary to lay off an employee, either because of elimination of the employee's position or reduction in force at the work site or in the department, the Office for Human Resources shall, in writing, notify the employee(s) to be laid off at least ten (10) working days prior to the effective date. Employees on probation, either due to new hire or due to disciplinary action, in the same classification/working under the same job description will be laid off first. Thereafter, seniority within the classification shall be the determining factor. In the event that classification seniority is the same, district seniority shall be the determining factor. In the event that both classification and district seniority are the same, the employees' last four (4) digits of their social security number will be used, with the lesser number being laid off first.

Employees dropping below benefits eligibility (30 hours per week) for the next school year may choose to go on the layoff list for placement in a benefited position.

If an employee on probation due to disciplinary action has successfully completed a minimum of forty (40) days of probation, the employee may be re-evaluated and removed from probation prior to a layoff a the supervisor's discretion.

13.2 When staffing new schools, no classified position within the new school shall be posted until all affected district employees have been given notice of layoff. This includes movement from current work location to a new work location.

13.3 Recall. When vacancies occur within the District, qualified employees shall be notified and employees not on probation shall be placed within that position. This process shall continue for up to one (1) calendar year from the date of layoff. Failure of a laid off employee to accept the first position offered for which he/she is qualified will terminate any further obligation on the part of the District.

If the sole candidate for recall is on probation, the employee will be interviewed and hiring shall be at the discretion of the supervisor.

13.4 The Association President shall be notified of all affected employees laid off and shall receive a current copy of layoff list.

ARTICLE 14
Reduction in Force

14.1 In the case of a Reduction in Force (a "major" layoff), as agreed upon by the District and the Association, due to budgetary constraints or other circumstances, the District and the Association shall meet to discuss options. If layoffs are deemed necessary, the Office for Human Resources shall, in writing, notify the employee(s) to be laid off at least ten (10) working days prior to the effective date. Employees on probation, either due to new hire or due to disciplinary action, in the same classification/working under the same job description will be reduced first. Thereafter, seniority within the classification shall be the determining factor. In the event that two (2) or more employees have a classification seniority that is the same, district seniority shall be the determining factor. In the event that both classification and district seniority are the same, the employee's last four (4) digits of their social security number will be used, with the lesser number being the first to be laid off.

14.2 In the event that an employee cannot be placed within their current classification, the employee may choose to bump into a classification. The employee may choose to bump into a classification that said employee held previously in the District. District seniority shall be the determining factor. In the event that employees have the same district seniority, the employee's last four (4) digits of their social security number will be used, with the lesser number being the first to be laid off.

14.3 Recall. When vacancies occur within the District, qualified employees shall be notified and placed within that position. This process shall continue for up to one (1) calendar year from the date of layoff. After the first year, the employee must notify the District of their intent to remain on the layoff list. Failure of a laid off employee to accept the first position offered for which he/she is qualified will terminate any further obligation on the part of the district.

14.3.1 When a current position increases in hours from a non-benefited to benefited status, the current employee shall stay in the position. When benefited vacancies occur within the District, qualified employees who occupied a reduced assignment shall be considered before employees on the layoff list. No outside candidates will be considered until the layoff list is depleted. When all employees with reduced assignments have been placed, then employees who have been laid off will be recalled.

14.3.2 A qualified job offer must be a benefited position if the employee's last position was benefited.

14.4 The Association President shall be notified of all affected employees laid off and shall receive a current copy of layoff list. The Association shall be given notice of recall offers.

ARTICLE 15
School Closures

15.1 All 27J Schools personnel will be paid on official snow days (when school is canceled due to snow).

15.1.1 Classified employees will not report to work unless they are given specific direction to do so by their immediate supervisor.

15.1.2 An employee required to work on an official snow day will be paid for hours worked at their regular rate of pay or be given compensatory time on an hour for hour basis.

15.1.3 Any staff member who has remote work scheduled regularly shall work remotely during a snow day for regular pay. On a District Snow Day, if a power outage impacts a staff member's ability to function, the staff member shall be paid regular pay on a district snow day. All in-building staff shall maintain regular pay. Remote staff serving students shall work their regular shift, if there is not sufficient work as determined by the supervisor, the employee shall be paid for the regular shift.

15.2 If the District declares a Remote School Day and closes access to buildings, the District maintains the ability to direct and assign work remotely to all employees without additional pay. The District recognizes that staff members might not have the technology available to support certain functions. When the district closes buildings due to weather and requires staff to work in person (onsite), the in person employee shall be paid additional time for hours worked.

15.2 In the event of an early dismissal, all onsite employees will be dismissed as soon as possible and will be paid for the remainder of their regular shift. Hours worked beyond the employee's regular shift will be paid or the employee will be given compensatory time at the overtime rate.

15.3 The School Closure procedure shall not apply to employees on vacation or temporary leave, to include temporary bank.

15.4 In the event of any other district-initiated closure, affected employees will be paid for their regular shift.

15.5 In the event of a late start, staff scheduled for onsite work shall report to work as soon as safely possible and will be paid for their regularly scheduled hours. Staff scheduled for remote work shall report as scheduled.

15.6 Snow days and/or remote days due to weather shall be counted as hours worked. Cross reference Article 18.5.1.6

ARTICLE 16
Discipline

16.1 Standards of Just Cause. The District shall manage the disciplinary process based on the seven (7) standards of Just Cause: (1) Notice, (2) Reasonable rule or order, (3) Investigation, (4) Fair investigation, (5) Proof, (6) Equal treatment, and (7) Appropriateness of penalty.

16.2 Progressive Discipline. Classified employees will be given an opportunity to correct infractions of work rules, district policies, and/or procedures. A progressive discipline procedure is established to promote uniform and consistent treatment. Discipline may start at any level, including termination, depending on the severity of the behavior. Steps may be repeated or skipped as circumstances warrant. Following an investigation, the following steps generally constitute the progressive discipline process:

16.2.1 Documented Verbal Warning. The employee is verbally warned of an infraction and advised of possible future disciplinary action. The supervisor shall (1) document the conversation, (2) share the documentation with the employee, and (3) maintain the documentation at the department/school level.
16.2.2 Written Warning. For repeated or similar violations, the employee will receive a written warning to be placed in their official personnel file (located in human resources).
16.2.3 Suspension. For subsequent violations, the employee may be suspended.

- Unpaid Suspension: Up to five (5) working days.
- Paid Suspension: Up to twenty (20) working days, unless extended by the Office of Human Resources.

16.2.4 Probation. For continued violations, the employee may be placed on a disciplinary probation period of eighty (80) calendar days.

16.2.4.1 Improvement Plan: A plan will be developed with formal evaluations at forty (40) and eighty (80) days.
16.2.4.2 Salary & Seniority: Employees on probation shall not receive salary increases and shall be subject to layoff before non-probationary employees.

16.2.5 Reassignment or Termination. If the situation warrants, the employee may be reassigned or discharged from employment.

16.3 Grievance and Representation.

16.3.1 Grievance: Disciplinary actions are subject to the grievance procedure defined in Article 5.1.
16.3.2 Rights: During any investigatory interview that may result in discipline, employees are entitled to union representation and are encouraged to contact the Colorado Classified School Employees Association.

16.4 Personnel File and Response. Employees shall receive copies of all written warnings or suspension notices. Documentation shall not be placed in the personnel file until the employee has had the opportunity to read and sign the document.

Rebuttal: The employee has the right to submit a written response for inclusion in the file within ten (10) working days of receiving the warning/notice.
Refusal to Sign**:** If an employee fails or refuses to sign within ten (10) working days, the material will be placed in the file with a note indicating the refusal.

16.5 Grounds for Discipline. Examples of unacceptable conduct include, but are not limited to:

a. Failure to follow 27J policies
b. Insubordination or refusal to perform assigned work (except where safety is at risk).
c. Neglect of duty or inefficiency.
d. Conviction of a felony.
e. Job abandonment (3 consecutive days of No-Call/No-Show).
f. Possession, consumption, or being under the influence of alcohol or illegal drugs while on duty.
g. Unauthorized use or negligent care of District property.
h. Personal conduct that significantly harms the District's public service reputation or the District's ability to do its work.
i. Accepting prohibited gifts or gratuities
j. Abuse of leave.

16.6 Dismissal Procedures. Employees recommended for dismissal must be notified in writing by the Office of Human Resources, stating the specific causes.

- Hearing Request: The employee may request a hearing within ten (10) working days of notification.
- Process: The Superintendent (or designee) shall act as the hearing officer. The employee may be accompanied by a representative. The Superintendent shall render the final decision to sustain, amend, or reject the recommendation.

ARTICLE 17
Insurance Benefits

17.1 Group Health/Dental/Vision Plans. The District will contribute for each employee working thirty (30) hours or more per week up to $923.85 per month for health, dental, and vision insurance premiums in plans designated by the District Insurance Advisory Committee. Coverage will become effective the first of the month following enrollment. A change in carriers can be made only during the open enrollment period designated by the District. A change in status, i.e. marriage, divorce, birth of a child may be made any time within thirty (30) days of occurrence.

17.1.1 If allowable by the insurance group plan, any employee working a minimum of twenty (20) hours per week, but less than thirty (30) hours a week, may purchase District health, dental, vision, life and AD&D insurance at their own expense.

17.1.2 An employee who resigns, retires, or is reduced in hours so that he/she is no longer eligible for District insurance may purchase District health, dental, and vision insurance under the federal COBRA law at 102% of the District costs.

17.1.3 All employees working thirty (30) or more hours per week who have worked continuously and uninterrupted in the District for five (5) years and are involuntarily reduced to part-time status will have the option to receive medical, dental and vision benefits for two (2) years at the District's expense. Any employee who does not accept employment at thirty (30) hours or more per week for which he/she is qualified may continue his/her insurance benefits at employee's expense, if allowable by the insurance group plan.

17.2 Group Life Insurance and AD&D. The District will contribute for each full-time employee $0.18 per $1,000 of salary per month for group life insurance coverage; and $0.02 per $1,000 of salary per month for group AD&D insurance coverage. The employee's life and AD&D coverage is two (2) times the employee's annual salary (rounded to the nearest thousand) excluding supplemental pay.

17.3 Insurance Advisory Committee. The insurance committee will serve as an advisory committee to the Superintendent.

17.3.1 The committee is to monitor and evaluate the effectiveness of employee insurance plans, review potential new plans, and communicate with employees regarding such plans.

17.3.2 The committee shall recommend to the Superintendent the selection of insurance coverage's, plans, carriers, and other matters of insurance coverage.

17.3.3 The insurance committee shall consist of two (2) persons appointed by the superintendent, two (2) teachers appointed by the association president, two (2) classified employees appointed by the classified

association president, three (3) teachers elected by their peers, and three (3) classified employees elected by their peers.

ARTICLE 18
Salary Regulations

18.1 Job Description Review Process

The Association and the District will confer throughout the job description review process.

Human Resources will look for a trend of the previous 2-3 consecutive years of the position's mid-point salary falling outside of the district's target range of 5% for compensation before considering an adjustment. The District will maintain a target range of 5% when conducting the job description review process.

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18.1.1 As part of the job description review process, 27J job incumbents and supervisors will review each job description on a three-year cycle. A schedule of the jobs to be studied in any given year will be maintained and posted on the 27J web site. During the review cycle year, employees and supervisors will review the most recent job description and suggest changes according to current practices, education, license requirements, etc. The edited job descriptions will be submitted to the consultant for salary market surveys. Jobs will be considered a "match" if at least 70% of the essential duties align with marketed position. The consultant will provide data and recommendations based on comparisons with matching positions in metro area districts similar in student population and demographics and in geographic proximity to 27J. When conducting a review, the consultant will gather information from job descriptions, job postings, and/or through direct contact with a Human Resources representative from each district. The districts that 27J is compared to in the market surveys shall be agreed upon between the District and the Association. Nearby public sector employers will also be included when applicable, and especially when few school district matching positions can be found.

18.1.2 The following factors are considered when analyzing job descriptions:

- Minimum experience required,
- Minimum education required,
- Essential duties and responsibilities based on the frequency and percentage of time allocated to the duty, and
- Supervisory responsibilities.

The final decisions of salary adjustments are made by the Division of Human Resources in collaboration with department heads. Human Resources will look for a trend of the previous 2-3 consecutive years of the position's mid-point salary

falling outside the district's target range for compensation before considering an adjustment.

If a trend of being either above or below market is found, Human Resources will review the results and determine if adjustments are warranted. If there are adjustments to job descriptions and/or salary ranges, they are normally applied at the beginning of the following contract year, and may be subject to terms of salary negotiations.

18.2 Administration of Salary Schedule

18.2.1 Appointment rate - All employees will be placed at the appropriate salary grade and step of the classified salary schedule upon appointment.

18.2.2 Determination of salary placement will be based upon previous job experience and decided by the Chief Human Resources Officer.

18.2.3 A minimum eighty (80) working day probationary period will be required of each new employee.

18.2.4 Previous Experience

18.2.4.1 Employees with no previous experience will start on Step 1.

18.2.4.2 Previous experience is defined as experience directly related to the job description for which one is employed. (Example: Secretary, Custodian, Plumber)

18.2.4.3 Placement on the salary schedule shall be based upon one (1) step for each two (2) years of verified outside experience. During the 2019-2020 school year new employees can be placed at a maximum of step 7. During the 2020-2021 school year new employees can be placed at a maximum of step 8. During the 2021-2022 school year new employees can be placed at a maximum of step 9. Employees hired during the 2022-2023 school year or after can be placed at a maximum of step 10.

18.3 Rehire -Salary Credit for Former Experience in the District

18.3.1 Any former employee who is re-employed in the same position shall be placed at a minimum at the step on the salary schedule they were on when they left the district.

18.3.2 Benefits and Longevity - Employee benefits and longevity from previous employment with the District will not be counted upon re-employment.

18.4 Payroll Distribution

18.4.1 Regular and overtime wages of classified employees shall be paid on the last business day of each month. Checks are issued for the time period of the 13th through the 12th of each month.

18.4.2 Mileage and other expense reimbursement needs to be submitted in accordance with Superintendent Policy.

18.4.3 Terminated employee pay is paid on the regular payday following the normal payroll procedure.

18.5 Overtime/Compensatory Time

18.5.1 The basic workweek for classified employees is forty (40) hours. Any approved work performed over forty (40) hours per week is defined as overtime.

18.5.1.1 For a scheduled five (5) day a week employee Labor Day, Martin Luther King Jr. Day, and Presidents Day shall counted on the employee's regularly scheduled daily hours towards the accumulation of forty (40) weekly hours and for the purpose overtime pay. For a scheduled five (5) day per week employee, if Memorial Day is unpaid, the procedure outlined here in 18.5.1.1 applies; if Memorial Day is a paid holiday, the normal work and overtime rules apply.

18.5.1.2 Overtime assignments shall be assigned as equally as practicable among employees within the same classification at the same location.

18.5.1.3 Overtime shall be calculated at a time-and one-half rate and will be paid by check at the regular pay period.

18.5.1.4 Overtime required on holidays will be reimbursed at double time rate.

18.5.1.5 Overtime must be approved in advance by the appropriate supervisor.

18.5.1.6 An employee who is absent on paid leave or vacation during the week in which he/she earned extra work time, may count the absent hours toward the total forty (40) hours. Consequently, that employee may earn overtime even though he/she was absent during the week in question. In the event an employee is scheduled for overtime and uses temporary leave, the temporary leave must be documented (statement from the employee's physician or other documentation to support approved reasons as per Article 11.1 - Temporary Leave). Snow days and/or remote days due to weather shall be counted as hours worked - Cross reference Article 15.6.

18.5.2 For an employee who works beyond the forty (40) hour week, compensatory time may be taken instead of overtime. The supervisor and the employee shall mutually agree when to schedule compensatory time. If the employee and supervisor do not agree on a compensatory time schedule, the employee shall be paid for the time as outlined in this Agreement. Compensatory time will be credited on the basis of one and one half (1½) hours of compensatory time for one (1) hour of regular time. Compensatory time must be taken within the current pay period.

18.5.3 Additional hours up to forty (40) hours are paid at the regular rate of pay and comped on an hour for hour basis with the approval of the supervisor.

18.6 Supplemental Wages

18.6.1 Any approved work performed over an employee's basic week schedule not including overtime is defined as supplemental.

18.6.1.1 Supplemental assignments shall be assigned as equally as practicable among employees within the same classification at the same location.

18.6.1.2 Supplemental assignments will be paid at the employee's regular hourly rate and will be paid in the next regular pay period.

18.7 Reclassification Process

18.7.1 Classified job descriptions will also be reviewed for the following reasons:

18.7.1.1 Placement of a new position on the salary schedule.

18.7.1.2 The job description has been changed by a supervisor and approved by the Office for Human Resources.

18.7.1.3 The employee believes that tasks being requested by the supervisor do not fall into the scope of the current job description and do not fit under the general category of "other duties as assigned by the supervisor." This request does not require the supervisor's signature.

18.7.2 A position will be reviewed solely on the minimum requirements of the official job description and not on the individual performance of the employee. This will be communicated to those who file a request prior to the review process.

18.7.3 Classified employees who wish to have their position reviewed must return a completed application to the Office for Human Resources. Any revisions in the job description must accompany the application and

must have been reviewed by the immediate supervisor who also signs the request for review form.

18.7.4 Employees who are requesting a verification of placement will be advised they are entitled to representation and are encouraged to contact the Colorado Classified School Employees Association.

18.7.5 The positions will be reviewed according to the procedures set forth in Article 18.1.

18.7.5.1 If a change is determined to be warranted, the applicant, the applicant's supervisors and other employees sharing the same job description will be notified of the recommendation and the effective date of change, if applicable.

18.7.6 The review process may take up to two (2) months to complete.

18.7.7 The Superintendent will be informed of placement changes via the review process.

18.7.8 The Office for Human Resources will insure that the revised job descriptions are archived for future reference.

18.7.9 Whenever the District creates a new classified job description the Human Resources Department of the District will inform CCSEA of the new classification. Upon mutual agreement, such position will be added to Appendix A-2.

18.8 Salary Stipends

18.8.1 In the event the District restructuring plan temporarily adds/increases supervisory/managerial responsibilities on classified positions, a stipend will be mutually agreed upon for such employees.

18.9 Classified Salary Schedule

Depending on yearly contract negotiations, one or more steps or no steps may be awarded in any given year.

18.10 Substitute Licensure

18.10.1 The District shall reimburse school-based classified staff for the cost of the Colorado Department of Education (CDE) substitute license application. School-based classified staff with a CDE substitute license serving in a qualified teacher vacancy or teacher absence shall receive additional hourly pay of $10 per hour for each hour serving as a substitute teacher. The school principal may as needed assign substitute duties to a classified staff member who has acquired their CDE substitute license through the process described in this article. The classified staff member shall be responsible for following the payroll process and turning in a principal approved timesheet.

18.11 Back Pay- Limit Time

The District and CCSEA recognize that it is a shared responsibility to insure proper payment and that each employee holds responsibility for monitoring their received pay.

18.11.1 Underpayment: on occasion, the District may overpay or underpay. If the District or the employee becomes aware of an apparent overpayment or underpayment, the other party shall be given immediate written notification of such fact.

18.11.2 Upon verification of the over/under payment, within the next scheduled payroll period from receipt of written notification from the employee, the District shall pay the educator the amount owed.

18.11.3 Within 90 days of the educator's receipt of written notification from the District that the District has overpaid the employee, the employee shall repay the amount owing to the District. The district and CCSEA may arrange a payment plan in consideration on the amount owed and the employee's ability to pay. If the educator fails to repay the District, the District shall have the right to withhold the amount due the District from any monies which the District owes the employee.

18.11.4 In no event shall any claims by the employee or District for overpayment or underpayment be recognized more than 36 months after the date on which such overpayment or underpayment occurred.

Classified Salary Schedule
2026-2027

GR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
F	17.05	17.45	17.87	18.28	18.72	19.14	19.62	20.06	20.52	21.03	21.51	22.04	22.52	23.06	23.61
G	17.80	18.22	18.66	19.08	19.54	20.01	20.46	20.95	21.44	21.94	22.46	22.99	23.55	24.08	24.65
H	18.58	19.02	19.46	19.92	20.39	20.86	21.36	21.86	22.36	22.91	23.43	23.99	24.55	25.11	25.72
I	19.34	19.80	20.28	20.75	21.23	21.74	22.24	22.79	23.28	23.85	24.40	24.98	25.57	26.19	26.80
J	20.13	20.61	21.10	21.59	22.12	22.61	23.16	23.69	24.25	24.84	25.42	26.02	26.61	27.26	27.89
K	20.89	21.40	21.88	22.42	22.93	23.50	24.01	24.60	25.17	25.75	26.37	26.98	27.62	28.26	28.94
L	21.66	22.19	22.69	23.23	23.77	24.35	24.92	25.51	26.10	26.71	27.31	27.99	28.64	29.32	29.99
M	22.44	22.97	23.52	24.06	24.63	25.21	25.78	26.40	27.02	27.67	28.32	28.99	29.68	30.37	31.08
N	23.20	23.76	24.32	24.90	25.48	26.09	26.69	27.31	27.95	28.63	29.28	29.96	30.66	31.41	32.16
O	23.98	24.55	25.11	25.72	26.32	26.95	27.57	28.22	28.88	29.59	30.27	30.99	31.70	32.45	33.21
P	24.76	25.35	25.92	26.55	27.17	27.82	28.48	29.13	29.80	30.52	31.23	31.96	32.72	33.51	34.29
Q	25.52	26.13	26.72	27.35	27.99	28.66	29.34	30.02	30.72	31.47	32.20	32.95	33.71	34.50	35.33
R	26.29	26.91	27.53	28.18	28.84	29.55	30.23	30.93	31.64	32.41	33.16	33.95	34.74	35.57	36.40
S	27.09	27.73	28.36	29.04	29.72	30.43	31.13	31.87	32.60	33.38	34.14	34.98	35.79	36.63	37.48
T	27.85	28.51	29.18	29.86	30.56	31.28	32.00	32.80	33.56	34.34	35.12	35.97	36.80	37.69	38.56
U	28.62	29.28	29.95	30.66	31.39	32.16	32.90	33.66	34.44	35.28	36.08	36.95	37.81	38.70	39.61
V	29.38	30.09	30.80	31.53	32.26	33.01	33.78	34.60	35.39	36.23	37.09	37.96	38.85	39.77	40.69
W	30.15	30.87	31.57	32.33	33.07	33.87	34.66	35.47	36.30	37.17	38.03	38.94	39.84	40.80	41.75
X	30.92	31.64	32.37	33.16	33.93	34.73	35.54	36.39	37.23	38.11	39.01	39.93	40.87	41.84	42.80
Y	31.66	32.44	33.18	33.98	34.76	35.59	36.43	37.29	38.15	39.06	39.98	40.93	41.87	42.88	43.88
Z	32.45	33.22	33.99	34.79	35.60	36.46	37.31	38.19	39.09	40.01	40.95	41.92	42.89	43.93	44.95
AA	33.22	34.01	34.78	35.64	36.46	37.32	38.19	39.10	40.01	40.97	41.91	42.91	43.92	44.96	46.00
BB	33.98	34.78	35.60	36.46	37.29	38.17	39.08	40.00	40.95	41.91	42.89	43.92	44.92	46.00	47.07
CC	34.75	35.58	36.41	37.27	38.14	39.05	39.96	40.91	41.87	42.87	43.86	44.88	45.94	47.05	48.12
DD	35.51	36.37	37.21	38.09	38.98	39.90	40.85	41.83	42.79	43.79	44.81	45.89	46.96	48.07	49.19
EE	36.29	37.16	38.01	38.94	39.83	40.78	41.74	42.72	43.71	44.75	45.81	46.88	47.97	49.12	50.26
FF	37.07	37.92	38.80	39.75	40.65	41.63	42.59	43.61	44.64	45.69	46.76	47.87	48.97	50.15	51.29

POSITION NAME	CALENDAR	GRAD	STEPS														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
No Positions		F	17.05	17.45	17.87	18.28	18.72	19.14	19.62	20.06	20.52	21.03	21.51	22.04	22.52	23.06	23.61
Paraprofessional - Avid Tutor	N/A	G	17.80	18.22	18.66	19.08	19.54	20.01	20.46	20.95	21.44	21.94	22.46	22.99	23.55	24.08	24.65
Paraprofessional - Child Care / EDK	N/A	H	18.58	19.02	19.46	19.92	20.39	20.86	21.36	21.86	22.36	22.91	23.43	23.99	24.55	25.11	25.72
Nutrition Services Worker																	
Paraeducator - Instructional	27K	I	19.34	19.80	20.28	20.75	21.23	21.74	22.24	22.79	23.28	23.85	24.40	24.98	25.57	26.19	26.80
Paraprofessional - Office	27K																
Preschool - Office / Health Para	27D																
Custodian	27A	J	20.13	20.61	21.10	21.59	22.12	22.61	23.16	23.69	24.25	24.84	25.42	26.02	26.61	27.26	27.89
Paraeducator - Bilingual	27K																
Paraeducator - Instructional (HQ)	27K																
Paraeducator - Library	27K																
Paraprofessional - Art	27K																
Preschool - Office / Health Para	27K																
Paraprofessional - Health	27K																
Program Leader - Child Care/ EDK	N/A																
Technician - Instructional Technology	27K																
Vision/Hearing Screener	N/A																
Paraprofessional - Bilingual (HQ)	27K	K	20.89	21.40	21.88	22.42	22.93	23.50	24.01	24.60	25.17	25.75	26.37	26.98	27.62	28.26	28.94
Paraprofessional - Special Ed, Generalist	27K																
Paraprofessional - Library (HQ)	27K																
Paraprofessional - Special Ed, Preschool	24O																
Paraprofessional - Transportation	27Q (4DAY) 27P (5 DAY)																
Technician - Instructional Technology (HQ)	27K																
Custodian - Asst. Head - High School	27A	L	21.66	22.19	22.69	23.23	23.77	24.35	24.92	25.51	26.10	26.71	27.31	27.80	28.64	29.32	29.99
Group Leader - Preschool	27N																
Manager - NS Kitchen Elementary	27R																
Manager - NS Kitchen Roaming	27R- 4/27P-5																
Paraeducator - Special Ed, Generalist (HQ)	27K																
Paraeducator - Special Ed, Severe Needs	27K																
Paraprofessional - DHH	27K																
Vision & Hearing Screener Assistant	N/A																
Bus Driver - Non CDL	27Q (4DAY) 27P (5 DAY)	M	22.44	22.97	23.52	24.06	24.63	25.21	25.78	26.40	27.02	27.67	28.32	28.99	29.68	30.37	31.08
Custodian - Head Support Buildings	27A																
Group Leaders (Sped) - Preschool - Intensive Flex	27N																
Paraeducator - Special Ed, Severe Needs (HQ)	27K																
Assistant Manager - Child Care / EDK	N/A	N	23.20	23.76	24.32	24.90	25.48	26.09	26.69	27.31	27.95	28.63	29.28	29.96	30.66	31.41	32.16
Child Find Assistant	27G																
Custodian - Head - Elementary	27A																
Early Childhood Teacher/Instructor	27Q																
Intervention Data Technician	27K																
Manager - NS Kitchen K-8	27R																
NS Specialist - Staffing/ Payroll	27A																
Online Learning Student Mentor	27K																
Receptionist - ESC (BI)	27A																
Registered Behavior Technician	27K																
Secretary - Counseling	27D																
Secretary - Curriculum High School	27D																
Special Education Records Technician	27G																
Supervisor - Campus	27L																
Technician - Accounts Payable	27A																
Trainer - Transportation Para	27P																

H. S. Registrar	27F	O	23.98	24.55	25.11	25.72	26.32	26.95	27.57	28.22	28.88	29.59	30.27	30.99	31.70	32.45	33.21
Athletic Trainer	N/A																
Attendance Liaison	27K																
AYDC Registrar	27K																
CLD Student Data & Testing Technician	27G																
Manager - NS Kitchen - Secondary	27S																
District Assessment Student Data & Testing Tech	27G																
Elementary Registrar	27H																
Enrollment and Outreach Coordinator	27H																
Intervention Services Liaison	27K																
M. S. Registrar	27J																
Preschool Registrar	27C																
Secretary - H. S. Athletic	27D																
Special Ed Data and Report Technician	27G																
Bookkeeper - High School	27D	P	24.76	25.35	25.92	26.55	27.17	27.82	28.48	29.13	29.80	30.52	31.23	31.96	32.72	33.51	34.29
Central Registrar	27A																
NS Specialist - AP/AR/Budget	27A																
NS Specialist- Free and Reduced	27A																
Preschool Secretary	27C																
Secretary - Transportation	27A																
Student - Family Liaison - Bilingual	27K																
Transportation Assistant Vehicle Technician	27A																
Bus Driver	27Q (4DAY) 27P (5 DAY)	Q	25.52	26.13	26.72	27.35	27.99	28.66	29.34	30.02	30.72	31.47	32.20	32.95	33.71	34.50	35.33
Custodian - Head - High School	27A																
Custodian - Head - Middle School	27A																
Groundskeeper	27A																
Medicaid/Special Ed Technology Technician	27G																
Secretary - Elementary Principal	27J																
Secretary - Judicial Services	27J																
Secretary - Middle School Principal	27J																
Secretary - to Director	27A																
Student Engagement Liaison	27L																
Secretary - High School Principal	27B	R	26.29	26.91	27.53	28.18	28.84	29.55	30.23	30.93	31.64	32.41	33.16	33.95	34.74	35.57	36.40
Secretary - Innovation & Options	27J																
Transportation Special Ed Router	27A																
Transportation Student Registar - Dispatcher	27I																
Account Receivable - Treasury Technician	27A	S	27.09	27.73	28.36	29.04	29.72	30.43	31.13	31.87	32.60	33.38	34.14	34.98	35.79	36.63	37.48
Custodian - Head - High School	27A																
Secretary - Executive Director	27A																
Technician - Facilities	27A																
Technician - Human Resources	27A																
Technician - Payroll	27A																
Technician - Position Control	27A																
Tranportation General Ed Router / AP /AR	27I																
Transportation Parts Controller	27A																
		T	27.85	28.51	29.18	29.86	30.56	31.28	32.00	32.80	33.56	34.34	35.12	35.97	36.80	37.69	38.56
Dispatcher - Scheduler	27A																
Fleet Office Coordinator	27A																
Learning Recovery - Lead Mentor	27P																
Specialist - Construction	27A																
Manager - Child Care / EDK	27A/27K/27M																
Planning Technician	27A																
Specialist - Payroll	27A																
Substitute Coordinator	27A																
Trainer -Bus Driver	27P																
Transportation Route Coordinator	27A																
Child Care Quality Assurance Specialist	27A	U	28.62	29.28	29.95	30.66	31.39	32.16	32.90	33.66	34.44	35.28	36.08	36.95	37.81	38.70	39.61
Custodial Trainer	27A																
Locksmith	27A																
Maintenance Technician	27A																
District Translator	27E																
Supervisor - Campus Lead I & O	27J																

Supervisor - Campus Lead	27J	CSUPLD	**V**	29.38	30.09	30.80	31.53	32.26	33.01	33.78	34.60	35.39	36.23	37.09	37.96	38.85	39.77	40.69
Intervention Services Case Manager	27K	CSEMGR	**W**	30.15	30.87	31.57	32.33	33.07	33.87	34.66	35.47	36.30	37.17	38.03	38.94	39.84	40.80	41.75
Sign Interpreter - DHH	27K	SIDHH																
Specialist - Benefits	27A	BENSPC																
Specialist - Print Shop	27A	PRNTSP																
Transportation Vehicle Technician	27A	TRNVTC																
			X	30.92	31.64	32.37	33.16	33.93	34.73	35.54	36.39	37.23	38.11	39.01	39.93	40.87	41.84	42.80
Secretary - Executive Assistant to Chief	27A	EXCAST																
No Positions			**Y**	31.66	32.44	33.18	33.98	34.76	35.59	36.43	37.29	38.15	39.06	39.98	40.93	41.87	42.88	43.88
Accounts Specialist - Bond	27A	BNDACT	**Z**	32.45	33.22	33.99	34.79	35.60	36.46	37.31	38.19	39.09	40.01	40.95	41.92	42.89	43.93	44.95
Accounts Specialist - Grant	27A	GRTACT																
Electronics Technician	27A	ELTTEC																
Groundskeeper - Lead	27A	GRLEAD																
HVAC Mechanic	27A	HVACME																
Maintenance - Electrician	27A	ELECT																
Transportation Master Technician	27A	TRNMTC																
Maintenance - Plumber	27A	PLUMBR	**AA**	33.22	34.01	34.78	35.64	36.46	37.32	38.19	39.10	40.01	40.97	41.91	42.91	43.92	44.96	46.00
Lead Technician - Transportation	27A	TRLETC																
Security Systems Technician (Operations)	27A	OSSTEC																
Jr. WiFi Technician	27A	JRWIFI	**BB**	33.98	34.78	35.60	36.46	37.29	38.17	39.08	40.00	40.95	41.91	42.89	43.92	44.92	46.00	47.07
Technician - Client Server	27A	CSTECH																
Technician - Information Technology Systems	27A	ITSTEC																
HVAC Lead Technician	27A	HVACLD	**CC**	34.75	35.58	36.41	37.27	38.14	39.05	39.96	40.91	41.87	42.87	43.86	44.88	45.94	47.05	48.12
Service Desk Team Leader	27A	SRVTEC	**DD**	35.51	36.37	37.21	38.09	38.98	39.90	40.85	41.83	42.79	43.79	44.81	45.89	46.96	48.07	49.19
Specialist - Compensation	27A	COMPSP																
Administrative Asst to Superintendent	27A	ADASST	**EE**	36.29	37.16	38.01	38.94	39.83	40.78	41.74	42.72	43.71	44.75	45.81	46.88	47.97	49.12	50.26
Administrative Asst to Board of Education	27A	ADASST																
No Positions			**FF**	37.07	37.92	38.80	39.75	40.65	41.63	42.59	43.61	44.64	45.69	46.76	47.87	48.97	50.15	51.29

Appendix B Salary
(updated annually)

The 2001-2002 salary schedule will increase by 5.5% and those classified employees beyond the pay table from the implementation of the 2000-2001 market study will also receive a 5.5% increase. The schedule will receive an additional .3% adjustment to bring the schedule to 96% of the identified market as per the spring 2001 market study. Position grade adjustments will also be done as per the spring 2001 market study recommendations.

The 2002-2003 salary schedule will increase by 4.975% with an additional 2% increase to Grade A of the Classified pay schedule.

The Classified salary schedule will increase by 1.5% percent for the 2003-2004 contract year. The District and Association have agreed to meet on or about February 1, 2004 to evaluate the District's financial status and determine if an additional salary increase can be implemented if the increased costs do not create a budget deficit.

The Classified salary schedule will increase by 1.95% for the 2004-2005 contract year.

The Classified salary schedule will increase by 2.126% for the 2005-2006 contract year.

The Classified salary schedule will increase by 2.50% for the 2006-2007 contract year.

The Classified salary schedule will increase by 4.1% for the 2007-2008 contract year.

The Classified salary schedule will increase by 1.5% for the 2008-2009 contract year.

The Classified salary schedule will increase by 1.75% for the 2009-2010 contract year. An additional COLA amount, not to exceed 0.5% maximum, will be added if the district is allowed to keep emergency reserve funds in January 2010. This additional amount will be retroactive to the beginning of the 2009-2010 school year.

The salary schedule for 2010-2011, including steps and longevity, will be frozen. For 2010-2011, reclassifications will only be conducted for new jobs to be added to the salary schedule. For the 2010-2011 school year, classified employees will receive one additional day of paid time off. For school-based employees, this will be given on Friday October 15, 2010, when schools will be closed. Non-school-based employees will receive one additional day of temporary leave to be used at a time mutually agreed upon by the employee and his/her supervisor.

The salary schedule for 2011-2012, including steps and longevity, will be frozen. Years of service in the district, however, will continue to be recorded. For 2011-2012, reclassifications will only be conducted for new jobs to be added to the salary schedule. For the 2011-2012 school year, classified employees will receive one additional day of paid time off. This will be given on Friday, March 2, 2012, when schools will be closed.

The Classified salary schedule for 2012-2013 will increase by 2.8%, steps and longevity will be frozen. Years of service in the district, however, will continue to be recorded.

For the 2013-14 school year, classified employees who were eligible for a step during the 2010-2011 school year will be awarded one step. All eligible employees will be

made current for their longevity payments per Article 12.8. All classified employees will receive a 1.05% increase in compensation.

For the 2014-15 school year, the classified salary schedule will increase by 1.59%. All eligible employees will receive ½ step and longevity. Upon successful passage of a mill levy override, eligible classified employees will receive the other half of the 2014-2015 step.

Eligible employees received the other ½ step effective in January of 2015. The half step is equivalent to a full step when looking at the current salary schedule because we went from 8 steps to 15 steps.

For the 2015-16 school year, the classified salary schedule will increase by .1%. All eligible employees will receive longevity.

For the 2016-2017 school year, the district will pay each active employee (at the time of payment) a one-time payment of $250 payable in the fall of 2016.

For the 2017-18 school year, all eligible employees due a step will receive a step. Any employee hired before fiscal year 2012 that is eligible for a step will receive a second step. The salary schedule will be increased by 1.18% (number will increase based on the dollars given to be equal to what certified receives). Eligible classified staff will receive longevity.

For the 2018-2019 school year: (a) All eligible employees will move 1 step on the salary schedule; (b) the salary base will increase by 2.1%; (c) the District will pay 1.5% to the salary base, in exchange, the amount of paid holidays will be reduced in all employee groups by a total of 3 days; (d) All eligible employees will receive longevity increases.

For the 2019-2020 school year: (a) All eligible employees will move 1 step on the salary schedule; (b) the salary base will increase by 2%; (c) employees that are stepped out will receive a one-time payment of $295 paid on November paychecks.

For the 2021 school year: (a) all eligible employees will move 1 step on the salary schedule; (b) Eligible employees that are stepped out will receive a one-time payment of $295 paid on November paychecks; (c) Eligible employees will receive longevity; (d) the salary base will increase by 1.48%.

For the 2022 school year: (a) all eligible classified employees will move 1 step on the salary schedule; (b) Eligible classified employees that are stepped out will receive a one-time payment of $295 paid on November paychecks; (c) Eligible classified employees will receive longevity; (d) Eligible classified employees shall receive additional pay in the amount of $500 in the 2021-2022 school year to compensate employees related to the disruptions or closures resulting from COVID-19; this one-time payment will be made in November 2021.

For the 2023-2024 school year: (a) all eligible classified employees will move 1 step on the salary schedule; (b) Eligible classified employees that are stepped out will receive a one-time payment of $295 paid on November paychecks; (c) Eligible classified employees will receive longevity; (d) 9.48% will applied to the salary schedule.

For the 2025-2026 school year: (a) all eligible classified employees will move 1 step on the salary schedule; (b) Eligible classified employees will receive longevity; (d) 1.62% will applied to the salary schedule.

For the 2026-2027 school year: (a) all eligible classified employees will move 1 step on the salary schedule; (b) Eligible classified employees will receive longevity; (d) 1.00% will applied to the salary schedule.

Route Bidding Criteria for Bus Drivers

Adopted July 01, 2013

Seniority: **Will be based on years of service as a bus driver in pupil transportation with School District 27J**

Tie Breakers:

Tie Breaker:
1. Last 4 numbers of your Social Security Number

Explanation of last four (4) Social Security Numbers.
Example of the lowest number of the last four numbers.
Number 5199 & Number 5200, Number 5199 would win the tie!
CCSEA Article 7.1 reads-An employee's initial work schedule shall be designated by his/her immediate Director or Principal in advance of the time he/she is employed.

7.1.1-For Transportation, bus drivers may thereafter bid routes in accordance with the *Route Bidding Criteria for Bus Drivers* adopted May 22, 2009.

7.1.2-Any modifications to the *Route Bidding Criteria for Bus Drivers* adopted May 22, 2009, will be jointly developed and approved by a team consisting of District Management, Association representatives, and representation from bus driving staff.

During a classified work year July1-June 30, the Transportation Director/District Management reserve the right to adjust any route packages based on District changes and needs and also reserves the right to reassign a driver (i.e. safety concerns, conflicts, etc.).

Once a route is awarded: If the driver becomes separated from employment with School District 27J due to resignation or termination in the beginning of the current school year, or a new route is established after the route bidding process, the available routes will be put up for bid after Labor Day as long as the routes still meet the 30 hour route package criteria. (03-20-13) If a route becomes available any time after Spring Break for any reason, it will not go up for bid and a sub driver will be assigned to finish out the current school year.

PLEASE NOTE: Temp/ Call-in Subs are not eligible to bid on routes until they are awarded a full-time benefited position with School District 27J.

Bidding Criteria for Established Routes for Bus Paraprofessionals

Adopted July 01, 2013

Seniority : Will be based on years of service as a paraprofessional with Brighton School District 27J Transportation Department

Tie Breakers:

Option 1: Last 4 numbers of your Social Security Number

Explanation of last four (4) Social Security Numbers.
Example of the lowest number of the last four numbers.
Number 5199
Number 5200
Number 5199 would win the tie!

CCSEA Article 7.1 reads-An employee's initial work schedule shall be designated by his/her immediate Director or Principal in advance of the time he/she is employed.

7.1.1-For Transportation, bus drivers may thereafter bid routes in accordance with the Route Bidding Criteria for Bus Drivers adopted May 22, 2009.

7.1.2-Any modifications to the Route Bidding Criteria for Bus Drivers adopted May 22, 2009, will be jointly developed and approved by a team consisting of District Management, Association representatives, and representation from bus driving staff.

During a classified work year July1-June 30, the Transportation Director/District Management reserve the right to adjust any route packages based on District changes and needs and also reserves the right to reassign a para (i.e. safety concerns, conflicts, etc.).

Once Route is Awarded: If the Paraprofessional becomes separated from employment with School District 27 due to resignation or termination in the beginning of the current school year, or a new route is established after the route bidding process, the available route will be put up for bid after Labor Day as long as the routes still meet the 30 hour route package criteria. If a route becomes available any time after Spring Break for any reason, it will not go up for bid and a sub Para will be assigned to finish out the current year.

PLEASE NOTE: Temp/ Call-in Subs are not eligible to bid on routes until they are awarded a full-time benefited position with School District 27J.

MEMORANDUM OF UNDERSTANDING

Problem Solving Committee

I. PURPOSE

The Classified Association and School District 27J agree to the establishment of a Problem-Solving Committee to:

- Create a forum to discuss issues as they arise,
- Develop recommendations and solutions to those issues, and
- Identify future issues for resolution through the negotiations process.

II. COMMITTEE STRUCTURE

A. Membership

The committee shall be made up of thirteen (13) members, six (6) to be appointed by the Superintendent, one of whom shall be the Chief Human Resources Officer who shall serve as the Chair of committee, and six (6) to be appointed by the CCSEA, one of whom shall be the union President and one of whom shall be the Executive Director of CCSEA who shall also serve as co-chair. One (1) alternate member from CCSEA may be seated on the committee. Ad hoc advisory subcommittees may be created and additional non-voting members may be appointed for the study of issues as they arise.

B. Scheduling

The committee will meet as needed, but no more than quarterly.

C. Record-keeping

The Association and the Chief Human Resources Officer, or his/her designee, will develop the agenda prior to each meeting. Minutes for each meeting shall be recorded and approved by the membership at the following meeting. A summary of the actions of the committee will be reported to the negotiating committee as the first item of business at the following year's negotiating process.

III. FUTURE ISSUES

Future issues may be brought before the committee through its standing membership. Issues should be submitted prior to the next scheduled meeting for inclusion on the meeting agenda. Recommendations for language changes to the Master Agreement will be brought before the negotiating team by either the District or Association as one of their issues and voted on by association membership annually.

IV. EVALUATION OF THE COMMITTEE

The effectiveness of this committee will be evaluated by the negotiations team at the start of the next negotiations session. Its continuance will be determined at that time.

V. EFFECTIVE DATES

This MOU is effective upon signature of the parties and will remain in effect throughout the school year.

MOU Professional Development

For the 2019-2020 school year the District allocates the following to cover additional pay/benefits for sped para and instructional para professional development. This allocation is for 1 year only to support the incubation of training programs.

- $10,000 for Sped paras
- $10,000 in Instructional paras

The District will develop a plan to offer training to instructional paras and sped paras.

Special Education Training Support

The Classified Association and 27J Schools agree that special education para training is an urgent priority.

CCSEA and 27J Schools agree to the following:

- 27J Schools will allow rollover of the current special education training dollars for 1 year.
- 27J Schools will schedule a 4-hour additional required training on the day before special education paras are scheduled (27J work calendar).
- A work group will review the impact and cost of the training and report back to the Negotiations Committee in the spring of 2027. The work group shall include the director of human resources, the director of special education, and the CCSEA president (or his/her designee).
- This MOU expires at the end of the 26-27 school year.

MOU Insurance

Classified employees who had benefits during the 2017-2018 and dropped below benefits eligibility for the 2018-2019 school year have been placed on a list and were able to continue to have benefits. The employees on the list will maintain their benefits regardless of the number of hours that they work. The list will be maintained by Human Resources and CCSEA.

MOU Paraprofessionals - ART

The following team will meet to write a job description for art paraprofessionals: CHRO, principal, executive director of CCSEA, two art paras. The completed job description shall be submitted for market analysis prior to the end of the school year. The analysis will be completed prior to the start of the new school year.

THIS AGREEMENT accepted and approved the 21th day of May, 2026.

FOR COLORADO CLASSIFIED
SCHOOL EDUCATION ASSOCIATION

FOR 27J SCHOOLS

Employee Assistance Program

Effective November 1, 2001, employees working 30 or more hours per week and their household/family members are eligible for up to five (5) **free** counseling sessions per issue, per year. The counseling services are available through Horizon Health EAP Behavioral Services. Horizon Health EAP counseling services are provided in the privacy of local off-site offices or by telephone. Confidentiality is totally assured. Your employer will not be informed of your participation. Information will only be released with your permission, or as required by law for child or elder abuse, or in a life-threatening situation.

Some of the issues EAP can help with include:

- Family problems
- Marital conflict
- Work-related issues
- Emotional concerns
- Alcohol and drug problems
- Legal and financial concerns

Employees and their household members can access these services 24 hours a day, 7 days a week by calling:

1-800-284-1819

Se habla espanol – llama 1-800-284-1819.

Horizon Health EAP Behavioral Services has a web site with comprehensive and user friendly on-line EAP services to complement their existing services. Through this secure web site you now have access to valuable resources and information for maintaining personal balance, as well as the ability to communicate with EAP confidentially.

To sign on to the web site:

1) Enter the web address www.eapintl.com
2) Under "Member Services" on the homepage, click on "Employees"
3) Click on "New User"
4) Enter 151ac for your company code.
5) After clicking on "submit," you will have the opportunity to create your own secure user name/password combination (there is a 4 character minimum for both). Use this username/password combination for future logons.

MASTER AGREEMENT SUPPLEMENT

The following are some Superintendent policies which address issues pertaining to classified employees:

(Policies can be found on the district website.
Go to *About Us*, *Our Superintendent* to view the policies)

AC – Nondiscrimination

AC-E-1 Nondiscrimination Equal Opportunity

ACE-E1 Notice of Nondiscrimination

GBAA (also JBB*), Sexual Harassment

GCC, Employee Leaves and Absences

GCCAD, Employee Military Leave

DKC, Expense Reimbursements

JLF Reporting Child Abuse

GBEBA, Staff Dress Code

EHC, Use of the Internet

EHC-E-2, Internet Use Agreement Form

Brighton School District 27J
Notice of Non-Discrimination

School District 27J is an equal opportunity education institution and does not discriminate on the basis of race, color, sex, religion, national origin, age, marital status, disability, sexual orientation, gender identity or any other protected status in any activity, program or practice of the District, as required by Title VI, Title IX, Section 504, the ADA, and other applicable laws. Any person having inquiries concerning the District's non-discrimination policies should contact:

For general inquiries:

Superintendent
School District 27J
18551 E 160th Avenue
Brighton, CO 80601
(303) 655-2900

For inquiries regarding Section 504 and the ADA:

Chief Human Resources Officer
School District 27J
18551 E 160th Avenue
Brighton, CO 80601
(303) 655-2900

For inquiries regarding Title IX:

Chief Human Resources Officer
School District 27J
18551 E 160th Avenue
Brighton, CO 80601
(303) 655-2900