

**RESOLUTION 2023 – 35**  
**COLORADO SPRINGS SCHOOL DISTRICT 11**  
**MEET AND CONFER FOR**  
**EDUCATION SUPPORT PROFESSIONALS**

Whereas, a Meet and Confer process has been conducted and concluded between Colorado Springs School District 11 (the “District”) and the Education Support Professionals (the “ESP”) employees that has resulted in the endorsement of the language of this Meet and Confer Resolution; and

Whereas, having duly considered the resources available to the District, the wage and benefit modifications described herein are intended to address the needs of the District to maintain a quality work force, while simultaneously making prudent fiscal policy;

Now Therefore, the Board of Education of the District (the “Board”) hereby adopts the changes set forth below.

The following is a general description of the changes to the wage, benefit and other employment provisions set forth in the Education Support Professionals’ (ESP) Handbook applicable to ESP employees of the District. The changes described herein will be effective for the period beginning July 1, 2023 and ending June 30, 2024 (the “Term”). Unless the Board expressly modifies the changes described herein, these changes shall continue in effect, from month to month, after the end of the Term. Except as otherwise expressly provided herein, or to the extent otherwise inconsistent with the provisions of this Resolution, all compensation and other employment provisions set forth in the Education Support Professionals’ Handbook and resulting Meet and Confer resolutions related thereto in effect on June 30, 2023, will continue.

**1. COMPENSATION**

- Effective for the 2023-2024 fiscal year, Education Support Professional employees will receive one step movement on the step system. This is approximately a two percent (2%) increase. Employees maxed on step 25 of the salary schedule will not receive an additional step.
- Effective for the 2023-2024 fiscal year, the District will provide non-recurring two percent (2%) payment for Education Support Professional employees maxed on step 25.
- Education Support Professional employees will receive an across-the-board salary increase (recurring) of a minimum of five percent (5%) effective for the 2023-2024 school year.
- Effective for the 2023-2024 fiscal year, the District will revise the salary schedule to start no lower than \$15.00 per hour, in anticipation of minimum wage increase in 2024, and this revision resulted in various pay increases to all positions within the ESP salary

schedule. Board of Education was able to address some market study concerns with the new salary schedule.

- Education Support Professional employees will receive a six percent (6%) one-time, non-recurring compensation payment. The payment will be split and will occur in the fall and spring semesters during the 2023-2024 school year and is intended to be PERA includable compensation.
- The District will contribute the employer share of the insurance premium at seventy-five percent (75%) of the Medical Buy-Up Plan premium for the employee only coverage. The District will contribute the employer share of the insurance premium at eighty-five percent (85%) of the Medical Base Plan premium for the employee only coverage.
- The District will continue to contribute the employer share of the insurance premium at seventy percent (70%) for the employee + spouse coverage, employee + children coverage, and family coverage for all other premium tiers of the plan.
- The District will continue to contribute the employer share of PERA.

## **2. HANDBOOK CHANGES**

The following is a summary of all proposed changes to the ESP Handbook. By this Resolution, the Board adopts the changes as noted in the attached pages.

### **ARTICLE 1. RECOGNITION**

No changes

### **ARTICLE 2. EMPLOYMENT DEFINITIONS**

No changes

### **ARTICLE 3. WORKING CONDITIONS AND SCHEDULES**

No changes

### **ARTICLE 4. PAY ADMINISTRATION**

#### **4.3.5 Out of Class Pay**

1. Education Support Professionals position will receive Out of Class Pay when covering for vacancies or leave of absences.
  - A. ESP will receive ~~additional compensation in cases of vacancies or leave of absences when acting in a higher-level Education Support Professional position for more than three (3) workdays consecutively. Compensation will be their hourly rate of pay, and in addition the employee will receive~~ an additional ten percent (10%) of their current rate of pay for each hour worked in the higher-level position or minimum of the pay range for the position covered, whichever is higher.



- B. ESP ~~shall will~~ receive additional compensation in cases of vacancies or leave of absences when covering a position that is equal to or less than their primary job title. ~~for more than three (3) workdays consecutively.~~ Compensation will be their hourly rate of pay plus an additional seven percent (7%) of their current rate of pay for each hour worked.
  - C. The Department of Human Resources shall be responsible for determining the rate of pay upon receipt of written notification from the Supervisor.
  - D. ~~ESP employees will enter their time worked in the district's electronic time reporting system as a drop down selection.~~
4. ESP shall receive additional compensation in cases of vacancies or leave of absences when acting in a higher-level Executive Professional position for more than three (3) workdays with prior approval by the ~~Superintendent~~ Director of Compensation. In the event that there is an extended leave by the Executive Professional, the ~~Superintendent/designee~~ Director of Compensation will work with the appropriate division head and Supervising Administrator to create a department coverage plan and compensation for the ESP for the term of the leave and will communicate with the ESP Council President or designee.

## ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION

### 5.1 HEALTH

The District shall offer ~~eligible employees at least one health insurance plan with at least one Exclusive Provider Organization (EPO).~~ Effective with the February 1, 2021 paycheck, the District shall pay seventy-five percent (75%) of the EPO premium for the Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren), and family). ~~Employees are not required to carry health insurance through the District.~~ Beginning with the July 1, 2023 paycheck, the District shall pay seventy-five percent (75%) of the Medical Buy-Up Plan premium for Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren) and family) and the District shall pay eighty-five percent (85%) of the Medical Base Plan premium for Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren) and family). Employees are not required to carry health insurance through the District. Part-time (those who work less than 30 hours per week) ESP employees do not ~~get~~ receive benefits.

### 5.7 WORKERS' COMPENSATION

An employee is eligible for workers' compensation ~~benefits leave~~ from the District ~~during the period of time they are temporarily disabled~~ as a direct result of an injury arising out of, and in the course of, their employment ~~which qualifies for an indemnity payment~~ per the Colorado Workers' Compensation Act.

Workers' Compensation benefits are statutorily defined and regulated, specifically by the Colorado Workers' Compensation Act and the Colorado Division of Workers' Compensation, Rules of Procedure. All compensable, work-related injuries or illnesses will be adjusted according to this legislation and rules. However, the District will go beyond the statute and allow

injured employees with a compensable, workers' compensation claim to use Sick Leave, where available, for the statute-mandated, three-day waiting period referenced in the Colorado Workers' Compensation Act. No leaves, other than that noted above, including Donated Hardship Leave, are applicable for the effects of a compensable, work-related injury. For additional information, please contact the District 11 Risk Related Activities Department.

~~Workers' compensation leave shall be available only to those employees who sustain a temporary total disability or temporary partial disability and are unable to perform all or part of their regularly assigned duties as determined by the authorized treating physician.~~

~~The source for compensation for an employee on workers' compensation leave shall be the indemnity payment per the Colorado Workers' Compensation Act and the Rules set forth by the Colorado Division of Workers' Compensation. During the period of compensated workers' compensation leave, the district shall not charge any time from vacation, sick, or personal leave. The employee will have no access to vacation, sick or personal leave for an absence related to a compensable, workers' compensation injury. However, an injured employee may request and the District will apply Sick Leave, where available, for the state-mandated, three-day waiting period referenced in the Colorado Workers' Compensation Act. Sick Leave Bank is not applicable for leave related to a compensable, work-related injury.~~

~~The district may, at their discretion, place the employee in a "modified duty—return to work" program. The employee may not refuse "modified duty" approved by an authorized treating physician. The employee will receive their rate of pay for the time worked. Any hours less than their regular assignment will be compensated per the Colorado Workers' Compensation Act at a rate of 66 and 2/3% of the employee's average weekly wage.~~

~~A second medical opinion is available per the guidelines set forth in the Colorado Workers' Compensation Act and the Rules set forth by the Colorado Division of Workers' Compensation. Payment for a second opinion is determined on a case-by-case basis depending on the applicable section of Colorado Workers' Compensation Act and/or rules of procedure. It is recommended that a District 11 employee contact the District 11 adjuster or the workers' compensation manager for further information prior to seeking a second opinion.~~

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

#### **ARTICLE 6. EMPLOYEE EVALUATIONS**

No changes

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

No changes

#### **ARTICLE 8. SEPARATION**

No changes

#### **ARTICLE 9. STAFF REDUCTIONS**

No changes

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

No changes



## **ARTICLE 11. DISCRIMINATION, HARASSMENT AND BULLYING**

No changes

## **ARTICLE 12. GRIEVANCE PROCEDURES**

No changes

## **ARTICLE 13. SICK LEAVE**

No changes

## **ARTICLE 14. OTHER LEAVES**

### **14.4 VACATION**

#### **School-year Employees**

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

#### **Twelve-Month Employees Annual Allocation**

Twelve-month employees shall be granted vacation leave initially based upon the date of hire for the first year. Employees who do not begin their 260-day work year employment on July 1 will have vacation hours pro-rated based on date of hire the first work year. Following the first full year of employment, annual vacation allocations will be granted on July 1 of each year. A full year is calculated by the District fiscal year of July 1 – June 30.

#### **Using Vacation**

Vacation may be taken in half (1/2) hour increments and at times approved by the employee's Supervising Administrator. ESP employees may submit an appeal to the Executive Director of Human Resources for vacation requests that have been denied by their Supervising Administrator. At the end of each fiscal year, the vacation balance must be no less than zero (0) days nor more than five (5) days. A maximum of 5 days (40 hours) of unused vacation may be carried over into the next year. In case of extreme hardship due to prolonged illness or a work-related injury and upon the approval of the Executive Director of Human Resources, hours above 40 may be carried over and used within 90 days into the next fiscal year, or monetary compensation for hours may be arranged.

~~\* Effective for the 2020-2021 and 2021-2022 school years only, an employee is eligible to carry an additional 40 hours of vacation, for a total of 80 hours, due to the impact from COVID-19.~~

#### **Vacation Balance Upon Resignation, Retirement or Termination**

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

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

### Vacation Accrual Rates

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

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

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

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

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

## ARTICLE 15. TUITION REIMBURSEMENT

## ARTICLE 16. RETIREMENT

### 16.6 RETIREMENT DEADLINES

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

## ARTICLE 17. GENERAL PROVISIONS

No changes

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the District to be affixed to this Resolution regarding the 2023-2024 Meet and Confer between the Education Support Professionals (ESP) and the District this 23rd day of May 2023.

**BOARD OF EDUCATION**

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Dr. Parth Melpakam, President

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Jason Jorgenson, Vice President

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Sandra Bankes, Secretary

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Lauren Nelson, Treasurer

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Darleen Daniels, Director

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Julie Ott, Director

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Michael Gaal, Superintendent

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Melisa Olsen, Secretary to the Board of Education