

RESOLUTION 2015-38
MEET AND CONFER
between
THE BOARD OF EDUCATION OF COLORADO SPRINGS SCHOOL DISTRICT 11
and
THE 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 hereby adopts the policies set forth below.

The following is a general description of the changes to the wage, benefit and other employment policies applicable to ESP employees of the District. The changes described herein will be effective for the period beginning July 1, 2015 and ending June 30, 2016 (the “Term”). Unless the Board of Education of the District expressly modifies the policies described herein, these changes and policies 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 benefit, compensation and other employment policies of the ESP Policy and Procedure Handbook (the “ESP Handbook”) and resulting Meet and Confer resolutions related thereto in effect on June 30, 2015, will continue.

COMPENSATION

- Effective for the 2015-2016 fiscal year, one-step increase on the step system will occur, equal to a two percent (2%) increase.
- A one-time, non-recurring two percent (2%) payment will be provided in the first semester of 2015-2016 school year.
- The base salaries of each step will be increased for each of the seven (7) different job families.
- One additional step for those employees with greater than 20 years of experience.
- A \$100 annual stipend will be provided to ESP employees trained as Unlicensed Assistive Personnel (UAP) to perform delegated nursing duties.
- Effective July 1, 2015, the District continues to contribute to the employer share of PERA.
- Insurance premium increases will be funded.

Handbook changes are noted in red.

ARTICLE 1. RECOGNITION

1.7 RELEASE TIME FOR ESP COUNCIL PRESIDENT

A less than 12-month employee elected to the ESP Council Presidency will be released from his/her regular position during his/her term of office. The ESP Council Presidency position will be considered a full-time position and titled "ESP Council President," will work 210 days per year, and will be assigned on the appropriate salary schedule. The employee will work eight hours per day during the ~~regular~~ school year. Additional hours worked are to be determined by the Deputy Superintendent, Personnel Support Services and the ESP Council President. ~~and 20 hours per week during the summer months when school is not in session).~~

A 12-month 260 day employee elected to the Presidency will be released from his/her regular position during his/her term of office. ~~During the summer months he/she will work four hours in the position of President of the ESP Council and the other four hours in the Department of Human Resources under the direction of the Deputy Superintendent, Personnel Support Services.~~

During the term of his/her office, the ESP Council President will receive all compensation to which he/she would be entitled as an employee of the District as determined by the Board. In addition, beginning in the 2000-01 school year, ~~the President of the ESP Council will receive a stipend of \$200.00 per month and~~ the President-Elect of the ESP Council will receive a stipend of \$100.00 per month, less applicable taxes and other withholdings, for every month he/she ~~each~~ occupies his/her respective office.

ARTICLE 2. EMPLOYMENT DEFINITIONS

2.2 DEFINITIONS

ESP are staff members employed by the Board upon recommendation of the Superintendent. ESP are considered non-exempt employees as defined in the Fair Labor Standards Act and are compensated at an hourly rate.

2.2.1 A FULL-TIME REGULAR EMPLOYEE ~~normally~~ works six (6) hours or more per day ~~in one position~~ and is eligible for full employee benefits, pursuant to Article 5.

2.2.2 A PART-TIME REGULAR EMPLOYEE ~~normally works four (4) hours or more but works anything~~ less than six (6) hours per day ~~in one position~~. Such employees shall receive pro rata sick leave and visitation leave, as well as the opportunity to use accumulated sick leave days as personal leave days based on the number of hours worked daily pursuant to Article 13. They are not entitled to any other benefits pursuant to Article 5.

The following are casual labor employees and are not subject to the provisions of this ESP Handbook:

2.2.3 A TEMPORARY EMPLOYEE is assigned a specific position and works a varied number of hours and is not eligible for all available benefits pursuant to Article 5.

A TEMPORARY ONE-ON-ONE EDUCATIONAL ASSISTANT, working at least six hours per day, who has completed two (2) consecutive years of service by July 1 will be changed from temporary status to regular status and will have full

rights and privileges of a regular status employee. The original hire date as a six hour 1:1 Educational Assistant, will be used as the seniority (hire) date as a regular status employee. ~~Positions may not be combined to receive benefits.~~

2.2.4 A PART-TIME employee who works fewer than four (4) hours per day in one position is not eligible to receive any employee benefits including sick leave, pursuant to Article 5.

2.2.5 A TRAINEE in TRANSPORTATION or SUBSTITUTE for FOOD SERVICES or SUBSTITUTE in OPERATIONS or a substitute for any other position works varied hours per day and is not considered a regular status employee and ~~will only receive benefits pursuant to Article 5 does not receive any benefits.~~

2.3 DATE OF HIRE

Effective July 1, 1996, if a Temporary or Part-Time Regular Status Employee is hired as a full-time regular status employee without having a break in his/her consecutive service, his/her date of hire will be the date he/she was first employed as a temporary or part-time regular status employee with the District. Employees who terminate and return to the District will have a new seniority date. In no case shall the date of hire be earlier than July 1, 1996.

2.3.1 Employment Date and Seniority

An ESP can have both a hire date and a seniority date. The hire date is typically when the employee was originally hired as a regular status employee into the District.

An ESP employee's seniority date is dependent upon the type of position as defined in 2.2.1 and 2.2.2 and may be the same as the hire date. In some cases, as pursuant to Article 2.2.3 and 2.3, the seniority date may be adjusted to match the original hire date.

The District calculates an employee's seniority date based on the employee's original hire date minus any unpaid leaves pursuant to Article 14.0 and applicable law. The Seniority date is used any time an ESP employee is subject to a staff reduction as defined in Article 9. The seniority date is also used when calculating an employee's seniority pursuant to Article 16.3.

Effective July 1, 2015, an employee who has resigned from the District and is rehired within 180 days will resume their seniority status minus any calendar days not employed by the District. The employee will also regain the previous accrual rates for sick leave, personal leave and vacation leave at the time of separation.

ARTICLE 3. WORKING CONDITIONS AND SCHEDULES

3.1 RESPONSIBILITIES

The employee will ~~call~~ notify his/her Supervising Administrator or designee as directed when unable to report to work. This call must be made as early as possible for that workday. In addition, the employee will ~~call~~ report absences to the ~~SEMS System~~ absence reporting system, ~~except transportation and food service employees who are not 260 day employees.~~ Transportation and Food Service

employees who work less than 260 days are not required to report absences to the absence reporting system and will use their standard reporting protocol.

3.2 WORK WEEK

The regular workweek ~~for full-time employees will be forty (40) hours, starting will begin~~ at 12:01 a.m. each ~~Sunday~~ **Monday**. Full-time ~~regular~~ employees may be employed for ~~less than 30 to forty (40) hours per week~~ as determined by the District needs. ~~Part-time regular employees will normally work more than 20 hours but less than 30 hours per week.~~ Any hours beyond ~~forty (40) hours per~~ the scheduled work week must be approved by the appropriate ~~Supervisor~~ **Supervising Administrator** or designee.

3.5 WORK DAY

~~3.5.1 LATE START~~

~~In the event of a two-hour delayed start for schools, all employees are expected to work their regular work schedule. However employees should use best judgment to arrive safely and follow Board Policy EBCE and EBCE-R. Furthermore, employees who are unable to arrive timely will not be subject to disciplinary action, although further discussion regarding Board policy EBCE and EBCE-R may occur.~~

ARTICLE 4. PAY ADMINISTRATION

4.1. PAY RATES

ESP employees (excluding food service workers, bus drivers and bus assistants) are paid monthly on the first of each month. If the first of the month falls on a weekend or holiday, the employee's paycheck will be available on the following business day. Food service workers, bus drivers and bus assistants are paid semi-monthly on the 1st and 15th of each month. If the 1st or the 15th of the month falls on a weekend or holiday, the employees' paycheck will be available the following business day. An employee will have the paycheck deposited into a financial institution of his/her choice or through the District's financial institution by way of a prepaid debit card.

4.4.5 HOLIDAYS

Holiday pay is available only to 260 day employees. The value of a holiday is equal to the typical hours worked per day and up to a 40 hour workweek (i.e. 8 hour work day equals 8 hour holiday; 10 hour work day equals 10 hour holiday).

Employees who work 5 days at ~~10~~ 8 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 32 hours
- Two holidays in the workweek - Employee will work 24 hours
- Three holidays in the workweek - Employee will work 16 hours
- Four holidays in the workweek - Employee will work 8 hours

Employees who work 4 days at 10 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 30 hours

- Two holidays in the workweek - Employee will work 20 hours
- Three holidays in the workweek - Employee will work 10 hours
- Four holidays in the workweek - Employee will work 0 hours

For purposes of overtime during a week with a holiday(s), ~~up to eight (8) paid holiday hours per day~~ the value of each paid holiday will be considered ~~to be~~ “hours worked” during that week. ~~in determining how many hours an employee works in a workweek. Holiday pay is available only to 260 day employees.~~ Because ESP employees who work 260 days receive holiday pay and are considered hours worked, those who are scheduled to work 40 hours per week will be paid overtime for any additional hours worked above their ~~they~~ actually scheduled workweek. ~~in excess of 32 hours in a workweek in which a holiday falls.~~

ESP employees who work between ~~182~~ 185 and 259 days receive no holiday pay. Such employees will be paid overtime only for hours they actually work in excess of 40 hours in a workweek in which a holiday falls.

Campus Security Officers or positions that are safety sensitive under the Security Department will be paid overtime on hours worked in excess of 32 hours in a workweek in which the holiday falls.

4.5.1 JOB ~~RECLASSIFICATION EVALUATION~~ COMMITTEE

- a. A Job ~~Reclassification Evaluation~~ Committee will be established.
- b. The purpose of the Job ~~Reclassification Evaluation~~ Committee is to assist the Director of Compensation in grading of jobs submitted for review by the new positions or reviews of existing titles.
- c. The committee shall consist of seven (7) members who are representative of the various major populations within the ESP group. Membership on the Job ~~Reclassification Evaluation~~ Committee will last for three years and the Job ~~Reclassification Evaluation~~ Committee’s membership will be staggered to assure continuity in the job evaluation process.
- d. The members of the Job ~~Reclassification Evaluation~~ Committee will be appointed by the Executive Director of Human Resources subject to the approval of the Superintendent.
- e. The Director of Compensation shall serve as the chairman of the Job ~~Reclassification Evaluation~~ Committee. Decisions will be by majority vote and recommendations will be submitted to the Executive Director of Human Resources for final approval. In the event of a tie vote, the Executive Director of Human Resources will make the final decision.
- f. The Job ~~Reclassification Evaluation~~ Committee will meet ~~once per semester (fall and spring) on a quarterly basis~~ to discharge its official duties.
- g. A Job ~~Reclassification Evaluation~~ Committee meeting may be scheduled in emergency circumstances only and as approved by the Executive Director of Human Resources.
- g.h. The position incumbent or representative of the position incumbent and/or the incumbent’s immediate Supervisor may appear before the

Job ~~Reclassification Evaluation~~ Committee to explain the duties and responsibilities outlined in the job description and answer any questions which the Job ~~Reclassification Evaluation~~ Committee may have.

- ~~h.~~**i.** The Job ~~Reclassification Evaluation~~ Committee will render a decision regarding the grade of each and every job submitted for review and forward its recommendation to the Executive Director of Human Resources for his/her decision.

4.5.2 JOB RECLASSIFICATION EVALUATION PROCESS

- a. A job description is graded when it is written for a new position or when there have been significant changes in the job duties of an existing position.
- b. A job description should be prepared according to District standards and submitted to the Director of Compensation for review and temporary grade assignment. In the case of a job reclassification, the manager shall submit both the old and new job descriptions for review along with a memo outlining the significant changes in job duties or requirements.
- c. The Director of Compensation will review the job description and assign a temporary grade in order to facilitate recruitment efforts and placement of the final candidate.
- d. At ~~the next quarterly~~ **each of the semester** meetings of the Job ~~Reclassification Evaluation~~ Committee, the position will be reviewed and a final placement decision will be made **with a recommended effective date of the first of the month following the Board of Education approval.**
- e. Job descriptions and any supporting documentation will be sent to the Job Evaluation Committee fifteen (15) days in advance of the meeting for the Job Evaluation Committee's review prior to the meeting.

4.8 ESP DELEGATED NURSING TASKS

It is often necessary to delegate specific nursing tasks, including medication administration, to Unlicensed Assistive Personnel (UAP). A UAP is an individual receiving the delegation who acts in a complimentary role to the professional nurse and whom the professional nurse authorizes to perform tasks which the individual is not otherwise authorized to perform. Only a registered nurse can delegate nursing care. Delegated duties expire at the end of each school year. An ESP has the ability to decline the request for delegated nursing tasks without retaliation or disciplinary action.

4.8.1 Health Tasks Training

An ESP who agrees to act as an UAP for the purposes of individualized health tasks to include intrusive procedures will receive individualized training from the School Nurse for each delegated health task and upon completion of the training will receive a certificate. The certificate will include key information regarding the responsibilities involved and will also serve as verification for the ESP who has accepted the responsibility.

4.8.2 Medication Training

An ESP who agrees to act as an UAP for the purposes of administering medications will attend a District Medication training. Upon completion, the ESP will receive a certificate of completion.

4.8.3 Diabetic Care Training

An ESP who agrees to act as an UAP for the purposes of diabetic care will receive individualized training from the School Nurse specific to each student's diabetic care plan. The ESP will receive a certificate of completion.

4.8.4 Compensation

An ESP acting as a UAP for health tasks, medication administration, and/or diabetic care, will receive an annual stipend of \$100.00 for agreeing to complete the delegated nursing duties. The employee will receive the stipend once he or she has completed the required training and after the School Nurse has approved the ESP for the delegated duties.

Health Technicians will not be eligible for the stipend, as this position is responsible for performing health related duties.

ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION

Effective July 1, 2015, and in compliance with Health Care Reform, all District 11 employees must work an average of 30 hours per week or more to be eligible for benefits, as defined in 5.1 Health, 5.2 Dental and Vision, 5.3 Basic Life Insurance.

5.1 HEALTH

The District shall offer health insurance with at least one Exclusive Provider Organization (EPO).

The District shall pay seventy-five (75%) of the EPO premium. Employees are not required to carry health insurance through the District.

~~Employees must work at least 30 hours per week to be eligible for benefits; however, bus drivers must work four or more hours per day to be eligible.~~ The benefit coverage effective date for new hires, or employees who have a status change to benefits

eligible, is the first day of the month following the date of hire provided the enrollment form is received within 31 calendar days of hire. Employees who do not turn in their completed enrollment form within 31 days of hire will be required to wait until the next open enrollment period to elect coverage unless they have a qualifying event (e.g. loss of coverage) that would permit enrollment in the plan prior to the annual open enrollment period.

5.1.1 ESP Second Semester Hiring Procedures: An ESP employee hired on or after March 1 of a school year will be given the option of enrolling in the benefits plan or will be able to ~~sign a waiver declining benefits for the remainder of the school year.~~ Employees who choose to ~~sign the waiver may enroll in~~ benefits will be provided options for benefits coverage and payment options and as required by Health Care Reform so long as the employee remains benefits eligible. ~~at the beginning of the next school year without penalty, assuming that employee's status is still benefits eligible.~~ This subsection excludes 260 day employees.

5.2 DENTAL AND VISION

The District shall offer dental and vision insurance for its **full-time benefit eligible** employees through either self-insurance or through private carrier(s). The District shall pay seventy-five percent (75%) of the District designated carrier(s) premium. Employees are not required to carry this insurance through the District.

5.3 BASIC LIFE INSURANCE

The District shall provide basic life insurance coverage for its **full-time benefit eligible** employees. The District will assure that the life insurance will be two (2) times the employee's contracted annual salary amount with a minimum coverage amount of \$50,000 with the exception of select Transportation and Food Service employees, as identified in "Class 2" of the Sun Life Group Life Insurance Plan Document on the District 11 Benefits website, who will receive a flat rate coverage of \$50,000. Each employee will be required to participate in the coverage. Premium payments will be funded by the District paying one hundred percent (100%) for the employee only. The additional basic life insurance for the spouse and dependents will be the total responsibility of the employee.

5.4 VOLUNTARY LIFE INSURANCE

The District shall provide voluntary life insurance for its **full-time benefit eligible** employees and dependents. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee.

5.5 SHORT TERM DISABILITY INSURANCE

The District shall provide short term disability coverage for its **full-time benefit eligible** employees. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee.

5.6 LONG TERM DISABILITY INSURANCE

The District shall provide long-term disability coverage for its **full-time benefit eligible** employees. Participation is voluntary and except as provided herein, the premium, for such coverage shall be borne one hundred percent (100%) by the employee. Long term

disability benefits will begin once the employee has exhausted all paid leave or 90 days from the last day worked, whichever is greater.

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

No changes

ARTICLE 15. TUITION REIMBURSEMENT

15.3 PLAN COMPONENTS

c. Reimbursement Process

Employees will be reimbursed 100% of the tuition rate after providing evidence of receipt of a grade of "C" or above. One hundred percent reimbursement will also be provided for a "Pass" or certificate of completion in a non-graded class. The employee will pay for the class and submit a request for reimbursement upon completion. Reimbursement will be on a first come, first served basis, until funds have been expended.

The only reimbursement will be for tuition. The program will not include books, travel costs, or other costs associated with the course or program. The reimbursed tuition will not exceed the state's standard rates for credit hours. The reimbursement will be subject to a fiscal year cap of \$400.00 of tuition for pre-approved courses, except that any employee enrolled in a college degree program will be eligible to be reimbursed up to ~~\$1,000.00~~ **\$1200.00** per fiscal year.

ARTICLE 16. RETIREMENT

No changes

ARTICLE 17. GENERAL PROVISIONS

17.1 **DISTRICT/SCHOOL CLOSINGS DUE TO INCLEMENT WEATHER-CONDITIONS- OR EMERGENCY CLOSURES, 2 HOUR LATE STARTS, EARLY RELEASES**

If the District or schools are closed ~~for bad~~ due to inclement weather ~~conditions~~ or emergency closures, employees are not required to report to work. Essential Personnel such as Operations employees and Facilities employees may be ~~directed~~ required to report to work by their ~~immediate~~ Supervising Administrator. An employee who is approved to work by his/her Supervising Administrator shall be paid for the actual hours worked at straight time and for the day when the schools ~~or the~~ are District is closed. (In the event that working these hours causes the employee to work more than forty (40) hours in that week, the employee shall be paid time and one-half for the actual hours worked and paid for the day when the schools ~~are~~ or District is closed.) Employees scheduled to take sick leave, personal leave and vacation leave, for ~~absences of~~ more than one day, ~~personal leave and vacation~~, will be charged for their ~~counted as~~ absences on inclement weather ~~snow~~ days.

In the event of a two-hour late ~~delayed~~ start for the District/schools, all employees are expected to plan accordingly and ~~work their regular schedules. However, employees should make sure they can arrive safely, and it is understood in these cases employees will be no more than 60 minutes late arrive~~ use their best judgment to arrive safely within the two-hour late start window and as close to their regularly scheduled worktime as possible. Transportation employees will be directed as to when to report to work by the Director of Transportation or his/her designee. Employees are not required to use paid leave such as sick leave, personal leave, vacation leave, or accumulated compensatory time off for time missed during a two-hour late start window.

In the event an employee is unable to arrive until after the two-hour late start, the employee may use paid leave such as sick leave, personal leave, vacation leave and/or accumulated compensatory time off for any time missed after the two-hour late start window.

If paid leave is not available, the employee may apply for emergency leave pursuant in Article 14.3.

If the District/schools are open and an employee is not able to report to work, the employee may use paid leave such as sick leave, personal leave, vacation leave, and/or accumulated compensatory time off to account for the day's absence. If paid leave is not available, the employee may apply for emergency leave pursuant to Article 14.3.

Furthermore, employees who are unable to arrive in a timely manner will not be subject to disciplinary action.

RESOLUTION 2015-38
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between
THE BOARD OF EDUCATION OF COLORADO SPRINGS SCHOOL DISTRICT 11
and
THE 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 resulting 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 hereby adopts the changes set forth. The changes described will be effective for the period beginning July 1, 2015 and ending June 30, 2016 (the “Term”). Unless the Board of Education of the District 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 benefit, compensation and other employment provisions set forth in the Handbook and resulting Meet and Confer resolutions related thereto in effect on June 30, 2015 shall continue to remain in effect.

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 2015-2016 Meet and Confer between the Education Support Professionals (ESP) and the District this 13th day of May 2015.

BOARD OF EDUCATION

Luann Long, President

Elaine Naleski, Vice President

Jim Mason, Secretary

Nora Brown, Treasurer

Linda Mojer, Director

Bob Null, Director

Janet Tanner, Director

Dr. Nicholas Gledich, Superintendent

Julie Rene Stevens,
Secretary to the Board of Education



**2015-2016
Education Support
Professionals
Meet and Confer
Handbook**

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ARTICLE 1 RECOGNITION

Nondiscrimination in Employment

1.1 VISION AND MISSION OF DISTRICT

We support the following Vision and Mission of Colorado Springs School District No. 11 (the “District”) as adopted by the Board of Education (the “Board”):

District Vision

Every student will be prepared for a world yet to be imagined.

District Mission

The District will provide excellent, distinctive educational experiences that equip students for success today and in the future.

1.2 EDUCATION SUPPORT PROFESSIONALS VISION/MISSION

ESP Vision

Education Support Professionals (“ESP”) will continuously support the District’s Vision, Mission and Strategic Plan.

ESP Mission

The ESP of the District are members of a diverse organization dedicated to increasing student achievement and supporting District goals with open communication and integrity.

1.3 EDUCATIONAL PHILOSOPHY

We believe the District shares certain obligations with the student’s family, the community, and other organizations and institutions in our society. These shared obligations are to provide opportunities and encouragement for students to develop their intellectual, moral, social, creative, vocational and physical potentials to the highest possible degree within an environment conducive to positive self-image, attitudes and behavior. We also believe the District shares in the obligation to transmit knowledge and appreciation of our American heritage and ideals that contribute to constructive citizenship and a national unity enriched by cultural diversity and responsible dissent.

1.4 GENERAL STATEMENT OF UNDERSTANDING

The District is the primary employer of ESP, and the ESP employees owe certain responsibilities and obligations to the District.

The Board is the governing body of the District and possesses certain powers and duties under the Constitution and the laws of the State of Colorado, which may not be delegated, limited, or abrogated by policies and procedures. The Board has the sole and exclusive right to exercise all functions of management within the scope of the law.

The ESP Handbook is not intended to create, and should not be interpreted as creating, an express or implied contract, including a contract of employment. The ESP Handbook also is not intended to create, and should not be interpreted as creating, property rights, privacy rights, rights to due process, or other contractual or constitutional rights.

The Board and Superintendent retain the power to modify the provisions of the ESP Handbook after discussion with the Executive Committee and the meet and confer team.

ESP are “at-will employees,” as that term is defined under Colorado law, and accordingly, their employment can be terminated by the District, in its discretion, at any time, with or without advance notice, and with or without cause. ESP also are free to resign from employment at any time and for any reason.

The Board seeks to comply with state and federal laws prohibiting discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, gender expression, transgender status, age, disability, marital status and membership or non-membership in any employee organization.

This ESP Handbook is a cooperative effort between the District and ESP employees. The ESP Council President and Department of Human Resources shall both maintain an electronic version of the ESP Handbook.

1.5 ESP COUNCIL

District Policy BG, School Board of Education Policy Process and Colorado Springs School District 11 Board of Education Operating and Procedures Manual shall apply if some other organization seeks to challenge the designation of the ESP Council.

1.6 SUPPORT STAFF ORGANIZATION

The Board hereby acknowledges the ESP Council and establishes the ESP Council as the channel of communication between the Board and ESP employees. The ESP Council is the federation of organizations that “meets and confers” with Administration to discuss wages, benefits and other terms/conditions of employment.

1.7 RELEASE TIME FOR ESP COUNCIL PRESIDENT

A less than 12-month employee elected to the ESP Council Presidency will be released from his/her regular position during his/her term of office. The ESP Council Presidency position will be considered a full-time position and titled “ESP Council President,” will work 210 days per year, and will be assigned on the appropriate salary schedule. The employee will work eight hours per day during the school year. Additional hours worked are to be determined by the Deputy Superintendent, Personnel Support Services and the ESP Council President.

A 12-month 260 day employee elected to the Presidency will be released from his/her regular position during his/her term of office.

During the term of his/her office, the ESP Council President will receive all compensation to which he/she would be entitled as an employee of the District as determined by the Board. In addition, beginning in the 2000-01 school year, the President-Elect of the ESP Council will receive a stipend of \$100.00 per month, less applicable taxes and other withholdings, for every month he/she each occupies his/her respective office.

Upon completion of his/her term, the ESP Council President shall be returned to the same position at the same site at the time the release commenced (if such a position still exists) unless the ESP Council President agrees to waive this right. If such position no longer exists, a comparable position will be offered.

1.8 PRIVILEGES OF ESP COUNCIL

The ESP Council will have the privilege of using available school facilities at reasonable times for ESP Council business meetings at no cost.

Article 1

The ESP Council will have the privilege of using the District's mail service, email, and employee mailboxes to distribute work-related communications to employees.

To the extent that bulletin boards are available within a facility for ESP Council use, the ESP Council will have the privilege of posting notices of its activities and matters of organizational concern.

Adopted:	September 1993
Revised:	June 1995
Revised:	June 1996
Revised:	June 2000
Revised:	April 2001
Revised:	May 2004
Revised:	June 2005
Revised:	May 2007
Revised:	June 2010
Revised:	May 2011
Revised:	May 2012
Revised:	May 2013
Revised:	May 2014
Revised:	May 2015

ARTICLE 2 EMPLOYMENT DEFINITIONS

2.1 PURPOSE

This article is to define categories of employees and to define their trial period.

2.2 DEFINITIONS

ESP are staff members employed by the Board upon recommendation of the Superintendent. ESP are considered non-exempt employees as defined in the Fair Labor Standards Act and are compensated at an hourly rate.

2.2.1 A FULL-TIME REGULAR EMPLOYEE works six (6) hours or more per and is eligible for full employee benefits, pursuant to Article 5.

2.2.2 A PART-TIME REGULAR EMPLOYEE works anything less than six (6) hours per day. Such employees shall receive pro rata sick leave and visitation leave, as well as the opportunity to use accumulated sick leave days as personal leave days based on the number of hours worked daily pursuant to Article 13. They are not entitled to any other benefits pursuant to Article 5.

The following are casual labor employees and are not subject to the provisions of this ESP Handbook:

2.2.3 A TEMPORARY EMPLOYEE is assigned a specific position and works a varied number of hours and is not eligible for all available benefits pursuant to Article 5.

A TEMPORARY ONE-ON-ONE EDUCATIONAL ASSISTANT, working at least six hours per day, who has completed two (2) consecutive years of service by July 1 will be changed from temporary status to regular status and will have full rights and privileges of a regular status employee. The original hire date as a six hour 1:1 Educational Assistant, will be used as the seniority (hire) date as a regular status employee.

2.2.4 A PART-TIME employee who works fewer than four (4) hours per day in one position is not eligible to receive any employee benefits including sick leave, pursuant to Article 5.

2.2.5 A TRAINEE in TRANSPORTATION or SUBSTITUTE for FOOD SERVICES or SUBSTITUTE in OPERATIONS or a substitute for any other position works varied hours per day and is not considered a regular status employee and will only receive benefits pursuant to Article 5.

2.3 DATE OF HIRE

Effective July 1, 1996, if a Temporary or Part-Time Regular Status Employee is hired as a full-time regular status employee without having a break in his/her consecutive service, his/her date of hire will be the date he/she was first employed as a temporary or part-time regular status employee with the District. Employees who terminate and return to the District will have a new seniority date. In no case shall the date of hire be earlier than July 1, 1996.

2.3.1 Employment Date and Seniority

An ESP can have both a hire date and a seniority date. The hire date is typically when the employee was originally hired as a regular status employee into the District.

Article 2

An ESP employee's Seniority date is dependent upon the type of position as defined in 2.2.1 and 2.2.2 and may be the same as the hire date. In some cases, as pursuant to Article 2.2.3 and 2.3, the seniority date may be adjusted to match the original hire date.

The District calculates an employee's seniority date based on the employee's original hire date minus any unpaid leaves pursuant to Article 14.0 and applicable law. The Seniority date is used any time an ESP employee is subject to a staff reduction as defined in Article 9. The seniority date is also used when calculating an employee's seniority pursuant to Article 16.3.

Effective July 1, 2015, an employee who has resigned from the District and is rehired within 180 days will resume their seniority status minus any calendar days not employed by the District. The employee will also regain the previous accrual rates for sick leave, personal leave and vacation leave at the time of separation.

2.4 TRIAL PERIOD

The trial period for all persons newly-hired into the District as regular full-time and regular part-time ESP or hired as regular status employees from a temporary position will be from the first day of employment in a new job through the 89th **workday** of employment.

Newly-hired school year employees without 89 **workdays** remaining in the year will have the trial period continue into the next school year. Temporary employees moving to a regular status position will start the trial period the first day of employment as a regular status employee. The date the employee completes trial status will be stated on the Statement of Employment Procedures, Education Support Professionals.

During the 89 **workday** trial period, an employee should be evaluated at 30/60/89 day intervals.

2.4.1 A current ESP employee who transfers or is promoted to an alternate ESP position will not be required to serve a new 89 day trial period.

Adopted:	September 1993
Revised:	June 1996
Revised:	June 1997
Revised:	June 1998
Revised:	April 2001
Revised:	May 2002
Revised:	May 2004
Revised:	May 2007
Revised:	June 2008
Revised:	May 2012
Revision:	May 2015

ARTICLE 3 WORKING CONDITIONS AND SCHEDULES

3.1 RESPONSIBILITIES

The employee shall be responsible to the Supervising Administrator or Department Head to whom he/she is assigned.

The employee shall perform such duties and responsibilities as assigned by the immediate Supervisor or Administrator within the scope of job-related duties.

The employee shall be responsible for the proper care and use of any assigned equipment. The employee shall report to work on time and remain during working hours. An unsatisfactory attendance record resulting from frequent absences and tardiness may be the basis for disciplinary action or termination. (Refer to Articles 7 and 8)

The employee will notify his/her Supervising Administrator or designee as directed when unable to report to work. This call must be made as early as possible for that workday. In addition, the employee will call report absences to the absence reporting system. Transportation and Food Service employees who work less than 260 days are not required to report absences to the absence reporting system and will use their standard reporting protocol.

The employee shall be responsible for notifying his/her Supervising Administrator or the designee and entering the information into PeopleSoft Self Service, and the Accounting Office as soon as possible of any change of address, telephone number, and any other pertinent Information. If there is no/limited computer access, an employee may contact Human Resources to enter the data.

An employee, who is charged with any criminal offense other than a minor traffic offense, must notify his/her immediate Supervising Administrator and the Department of Human Resources within 48 hours of being charged. Any employee who must hold a Colorado Driver's License as part of his/her job must report all criminal offenses, including minor traffic offenses, to his/her immediate Supervising Administrator and the Department of Human Resources within 48 hours of being charged. Depending on the circumstances, the District may take employment action against an employee so charged, up to and including dismissal. If the District places the employee on administrative leave, such leave shall be with pay. Failure by an employee to notify his/her immediate Supervisor and the Department of Human Resources accurately of all charges within the allotted time may result in disciplinary action or termination.

3.2 WORK WEEK

The regular workweek will begin at 12:01 a.m. each Sunday. Full-time regular employees may be employed for 30 to forty (40) hours per week as determined by the District needs. Part-time regular employee will normally work more than 20 hours by less than 30 hours per week. Any hours beyond the scheduled work week must be approved by the appropriate Supervising Administrator or designee.

3.3 REST BREAKS AND LUNCH PERIODS

The length of the day and the assigned start time will determine rest breaks. An employee working six (6) or more consecutive hours per day will have two (2) paid rest breaks of fifteen (15) minutes duration each: one in the first half of the workday, the other in the second half. An employee working at least four (4) and less than six (6) hours will have one (1) rest break, and an employee working less than four (4) hours will have no rest break.

The lunch period is generally not considered part of the scheduled workday, and the employee is therefore not entitled to compensation for that time. However, the paid rest breaks are considered a segment of the working day for employees. Rest breaks are not cumulative.

3.3.1. When the scheduled work shift exceeds more than five consecutive hours of work, an ESP employee shall be provided with at least a 30 minute duty free lunch period. (An employee working continuously for five (5) hours or less is not entitled to a lunch break, however, it may be requested and approved by the supervisor/department on a case by case basis if the employee wishes to have an unpaid lunch period.) ESP have the right to leave the school during the duty free lunch period. In the case of an emergency (this includes matters that are out of the District's control, i.e., lockdown, fire drill, etc.) ESP staff may be asked to remain in the building, however, an alternate lunch period would be arranged or appropriate compensation would be provided. No ESP shall be deprived of his/her break or full lunch allotment as a result of being assigned to and traveling between two or more schools.

3.4 REGULAR HOURS

All regular full-time and regular part-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time. The Administration shall determine the work schedules, which include the building(s) and shift (hours) to be worked.

3.5 WORK DAY

Eight (8) consecutive hours of work, except for interruption by lunch period, within a twenty-four hour period shall constitute a regular work shift, except where a work schedule has been established for fewer hours or due to unusual job requirements.

Summer schedules that reflect a four-day workweek equal to the employee's scheduled weekly hours shall be paid according to the regular rate of pay.

3.5.1 STAFF MEETINGS

Any ESP employee who attends a staff meeting outside of the regular work schedule must be paid for the time whether the staff meeting was voluntary or not. The time will be paid for as straight time unless the staff meeting goes into overtime of 40 hours for that employee, at which point the time will be paid at time and one-half. It is the ESP employee's decision whether to receive or earn compensatory time.

3.6 SUMMER WORK SCHEDULES

During the summer, 12-month employees may be allowed to work a flex schedule, Monday through Friday, on a four-day workweek, working scheduled hours, if approved by the Division/Department Head.

An employee hired in one position should not be transferred to another position for a period of more than one week except in an emergency, without following District policies, regulations and procedures.

3.7 WORK RELATED EMAIL

An ESP employee shall be allowed to check his/her work-related email for a reasonable period of time during a scheduled workday, not including the break periods or lunch.

3.8 LENGTH OF SUPPORT STAFF SCHOOL YEAR

The district may unilaterally elect to extend the employment year of certain educational support personnel to a year round position to facilitate the educational needs of the district.

The district shall give at least two weeks advance notice of the effective date of the extension of an employment term for an employee.

If the extended employment year results in a hardship to the individual employee, the district shall provide assistance to the employee in finding another equitable position within the District, including making the employee aware of other possible available positions.

Staff members whose employment years are so extended shall be entitled to all normal paid holidays occurring after the effective date of the extension and to a prorated share of vacation days for the balance of the fiscal year based on the number of days remaining in the fiscal year as compared to the total year round number of days worked. For purposes of this computation, the number of days worked shall be determined by reducing the days in the year by weekends and permitted vacation and holidays.

Adopted:	September 1993
Revised:	June 1996
Revised:	April 2001
Revised:	May 2004
Revised:	May 2006
Revised:	June 2010
Revised:	May 2011
Revised:	May 2012
Revised:	May 2013
Revised:	May 2014
Revised:	May 2015

ARTICLE 4 PAY ADMINISTRATION

4.1 PAY RATES

The Board recognizes that attractive compensation plans, which include adequate salary and employee benefits, are necessary to attract and retain well-qualified employees to deliver quality educational services.

The Board has approved seven job families, each with assigned job titles, pay grades and salary ranges for ESP: Food Service, Maintenance, Instructional Assistants, Clerical, Specialists, Transportation, and Crafts.

An ESP employee is paid at an hourly rate of pay. Employees who work less than a 12-month position are paid a monthly salary based on their hourly rate times the number of daily work hours times the workdays in the position divided by 12 months. Food-service workers, bus drivers and bus assistants are paid twice a month. Their semi-monthly pay is based on an hourly rate of pay times the number of hours worked during the 1st through the 15th of the month and from the 16th through the 31st of the month. Employees who are in a 12 month position are paid monthly based on their hourly rate of pay times 40 hours times 52 weeks divided by 12 months.

ESP employees (excluding food service workers, bus drivers and bus assistants) are paid monthly on the first of each month. If the first of the month falls on a weekend or holiday, the employee's paycheck will be available on the following business day. Food service workers, bus drivers and bus assistants are paid semi-monthly on the 1st and 15th of each month. If the 1st or the 15th of the month falls on a weekend or holiday, the employees' paycheck will be available the following business day. An employee will have the paycheck deposited into a financial institution of his/her choice or through the District's financial institution by way of a prepaid debit card.

4.1.1 STEP SALARY SYSTEM

1. Beginning with the 2014-2015 school year, Education Support Professional employees shall be placed on a newly created twenty five (25) step compensation system. Placement for current Education Support Professionals employed during the 2013-2014 school year was based upon the number of completed years of service (seniority date was used to calculate number of completed years of service) up to a maximum of step thirteen (13), which is the midpoint of the new system. Exceptions for current employee step placement include the following rules:
 - a. When an employee's current rate of pay was greater than the step placement, the placement was made to the closest step to the current rate of pay but not lower than the current rate of pay.
 - b. When an employee's current rate of pay was greater than step thirteen (13), the placement was made to the closest step to the current rate of pay but not lower than the current rate of pay.
 - c. If the newly created twenty five (25) step compensation system showed that an employee's current rate of pay was above the maximum step, the employee was "red-circled" and will not receive a recurring increase, but instead will receive a one-time, non-recurring two (2%) increase in the 2014-2015 school year.

2. In recognition of longevity, for the 2014-2015 school year, if an employee has between 20 – 24 years of experience, the placement will be one additional step. If an employee has 25 years or more of experience, the placement will be two additional steps.
3. Employees on transition in school year 2014-2015, will receive a one-time, non-recurring two (2%) percent payment only.
4. For 2014-2015 school year, if an employee's annual dollar increase was less than \$500 he/she will be provided a one-time, non-recurring two (2%) percent payment in addition to the step placement.
5. Subsequent movement on the step system will occur by one step per year annually pending funding availability.

4.1.2 NEW HIRE PROCESS

1. Employment, assignment and salary placement, should be in accordance with job description requirements.
 - a. A salary and work history is required. These statements shall indicate both total salary and standard rate of pay (e.g., daily, monthly, or hourly, number of hours and days worked).
 - b. Any newly employed Education Support Professional will be placed on the twenty five (25) step system. Each step represents two years of experience, based upon equivalent experience.
 - a. The maximum amount of years of experience granted is 19-20 years of experience, which is equivalent to step ten (10).

4.1.3 PROMOTION PROCESS

1. A promotion occurs when an employee is placed in a higher pay grade, except in cases of position reclassification or general salary structure changes.
2. Compensation changes as a result of promotion are effective at the beginning of a school year or at the beginning of the next pay period following the official appointment date designated by the Superintendent.
3. Initial salary rate in the new pay grade range will be determined according to the following guidelines:
 - a. Current salary rate and pay grade authorized and paid on the effective date of the promotion is the base for determining a new rate.
 - b. The new salary rate shall be equal to or greater than the minimum rate for the new pay grade and shall not exceed the maximum rate for the new pay grade.
 - c. When an employee promotes to a higher position, the salary will be based on the employee's new pay grade, years of relevant service experience, updated resume and/or application. If an employee's current rate of pay is higher than the step placement they will be placed on the next closest step to their current rate of pay, but not lower than the current rate of pay. Other factors may be considered when setting salaries as determined by the Department of Human Resources.

4.1.4 VOLUNTARY TRANSFER OR DEMOTION

1. A demotion occurs when an employee is placed in a lower pay grade, except in cases involving a position reclassification or general salary structure change.
2. Compensation changes, as a result of a demotion, are effective at the beginning of the next pay period following official notice by the Superintendent or his/her designee.

3. An employee who demotes pay grade(s) shall be placed on the new salary grade based on years of relevant service experience, updated resume and/or application. Other factors may be considered when setting salaries as determined by the Department of Human Resources.

4.1.5 INVOLUNTARY TRANSFER TO A LOWER PAY GRADE

1. When an employee is given an involuntary transfer resulting from a demotion to a lower pay grade position (e.g. unsatisfactory work performance and/or misconduct), the lower level salary should occur upon the first day of the new assignment.
2. When an employee is given an involuntary transfer not resulting from a demotion to a lower pay grade position (e.g. reclassification or restructuring), the lower level salary reduction should occur 60 workdays following the transfer.
3. An employee who involuntary transfers shall be placed on the new salary grade based on years of relevant service experience, updated resume and/or application. Other factors may be considered when setting salaries as determined by the Department of Human Resources._

4.1.6 LATERAL TRANSFERS

If an employee transfers from one position to another position in the same pay grade, there will be no change in pay since the positions are of equal value on the pay grade scale.

4.1.7 TERMINATION

4. In the event an employee does not complete the work year, the employee will be paid to the date of termination.
5. When an employee retires, resigns, is granted a leave of absence or his/her employment is terminated before the end of the employee's work year:
 - a. The District's share of insurances will cease at the end of the month of the last day of work.
 - b. An employee whose employment has been terminated will be paid on the next regular payday and following the approval of the personnel recommendations with the Board of Education. In the case of a retirement, resignation, or leave of absence, the employee's final wages shall be paid no later than the next regular payday.
 - c. The District's share of insurances will cease and issuance of the final paycheck will occur at the end of the month of the last day worked.

4.2 ANNUAL INCREASE

See Appendix A.

4.3 PAY DIFFERENTIAL

4.3.1 SHIFT WORK

Employees starting their normal shift between 12:00 p.m. noon and 11:59 p.m. shall be considered "night" personnel. Differential pay for Night Personnel will include a paid thirty-minute duty free lunch period, which is included in their scheduled workday. Therefore, as a result of this paid lunch period, night personnel shall not be allowed to leave the building/site. All shift work employees are entitled to breaks pursuant to Article 3.3. Night shift employees that are assigned to two or more locations will be granted reasonable travel time outside of breaks and will have a duty free thirty-minute lunch at one of the assigned

locations. Employees starting their normal shift between 12:00 a.m. midnight and 11:59 a.m. shall be considered “day” personnel.

4.3.2 CROSSING GUARD COVERAGE

Should it be necessary for an employee who was not hired as a crossing guard to cover a Crossing Guard’s duties, he/she will be paid at the regular Crossing Guard hourly rate in addition to his/her regular salary. If a trained Crossing Guard is not available, the Security Office needs to be notified by the building Administration.

4.3.3 EMERGENCY SUBSTITUTE

Should it be necessary for an employee to provide coverage when a certified substitute is not available, compensation will be his/her hourly rate of pay, and in addition the employee will receive the hourly rate found in the ESP Clerical Family Salary Schedule Pay Grade Level C1 minimum salary rate, divided by the number of employees covering the absence. An ESP should always be supervised by a licensed employee who is within the vicinity. If an ESP employee has a teacher’s license, compensation will be his/her hourly rate of pay, and in addition will receive the current licensed substitute hourly rate of pay.

4.3.4 TEMPORARY CLASS COVERAGE

When temporary class coverage is requested of an ESP employee, and after approval from the Principal/Administrator, clear communication from the licensed staff employee should occur which would include the following: how long he/she anticipates to be away from the classroom and taking care of other work related business, the reason for the other business and the location of the teacher in the event of an emergency situation. The licensed staff will also include communication to the ESP employee to define the other licensed professional that would provide the supervision in his/her absence; which is generally a licensed staff that is next door or across the hall. Any concerns may be addressed with the Principal/Administrator.

4.3.5 OUT OF CLASS PAY

1. ESP are eligible to receive additional compensation when acting in a higher-level position for more than ten (10) workdays consecutively. The rate of this compensation shall be ten percent (10%) of the employee’s current hourly rate of pay, or minimum of the range, whichever is higher. The Department of Human Resources shall be responsible for determining the rate of pay upon receipt of written notification from the Supervisor.
2. Except that, effective December 1, 1998, food service employees are eligible to receive additional compensation when acting in a higher-level position beginning the first day in the acting position when it is done for an entire shift. This is not included in circumstances that require for partial coverage for the day on an hourly basis and the pay is granted when the entire shift is covered. The higher level of pay would be equal to the acting employee’s current hourly rate plus the difference between the minimum hourly rate of the different job grades. (e.g. A general assistant acting as an Elementary Kitchen Manager would make the additional difference in the rates of pay per hour.

4.3.6 VEHICLE INSURANCE COMPENSATION

An employee, whose position regularly requires the transportation of children in the employee’s own vehicle as part of the employee’s job description, shall receive compensation of \$20.00 per month – in addition to his/her regular wage and mileage reimbursement. This amount is provided for the employee to purchase

additional vehicle insurance. Proof of additional insurance must be provided to Risk Management.

- 4.3.7 RELIEF DRIVERS IN TRANSPORTATION** shall receive an additional \$0.40 per hour differential.

4.4 OVERTIME/COMPENSATION TIME

Should it be necessary for an employee to work beyond his/her regularly scheduled hours, the employee shall be compensated as the Fair Labor Standard Act requires. All ESP (non-exempt) employees shall record all time worked.

- 4.4.1** "Hours worked" is defined as all time during which an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place.

"Supervisor" is defined as a Principal, Professional/Administrator at the manager level or above or others designated in writing by a Division Head.

"Extra hours worked" is defined as any additional time worked beyond the normal work schedule but less than 40 hours in a work week. This is generally any additional hours to your regular work schedule but less than 40 hours in a work week.

"Overtime" is defined as any work performed in excess of 40 hours in one work week.

- 4.4.2** Additional hours worked shall be pre-approved by the Supervisor with an agreed compensatory time off option or payment for the actual hours worked. The employee shall complete the standard timesheet that must be signed by the employee and approved by the Supervisor.

- a. Effective May 31, 1995, once 40 hours of compensatory time have been accrued, no further time will be authorized until the compensatory time accrual balance is below 30 hours.
- b. Upon termination or resignation, any compensatory time balance is payable to the ESP (non-exempt) employee on the final pay check.
- c. No more than 60 hours of compensatory time can be accrued in any District fiscal year, regardless of the amount accrued at any one point in time, without approval of the Department Head, or Executive Director of Human Resources. The position of ESP Council President is exempt from the above practice and the compensatory time shall be monitored by the Executive Director of Human Resources.

- 4.4.3** When an employee earns overtime, it is the employees choice to take it as overtime pay or as comp time (so long as the employee is not over the max comp time balance of 40 hours as referenced in section 4.4.4).

Overtime pay is calculated as one-and-one-half times of the employee's base rate and will be paid to the ESP (non-exempt) employee when work is performed in excess of 40 hours in one week. The 40 hour threshold is based on actual hours worked in the week. Therefore, sick time, vacation, holiday or other paid or unpaid leave time is not included in calculating the 40 hour threshold. Pursuant to section 4.5.5 and 14.6, twelve-month employees that receive paid holidays, paid holidays will be counted towards time worked in calculating 40 hours for the work week. However, if the employee works in more than one position when earning overtime, the overtime rate must be a recalculated base rate.

When an employee earns overtime hours and chooses to take the hours as compensatory time, those hours are multiplied by 1.5. When comp time hours must be paid off, the hours are paid at the straight time hourly rate.

- 4.4.4** Compensatory time off should be allowed within a reasonable period of time at time and one-half for hours worked over forty (40) in a regular workweek.

Compensatory time earned in the fall semester must be used by the end of the spring semester. Compensatory time earned in the spring/summer semester must be used by the end of the fall semester of the following school year.

A mutual agreement will be made between the Supervisor and the employee regarding the time to use the compensatory time. In the event mutual agreement cannot be reached, the situation will be reviewed and decided by the Executive Director of Human Resources or designee.

4.4.5 HOLIDAYS

Holiday pay is available only to 260 day employees. The value of a holiday is equal to the typical hours worked per day and up to a 40 hour workweek (i.e. 8 hour work day equals 8 hour holiday; 10 hour work day equals 10 hour holiday).

Employees who work 5 days at 8 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 32 hours
- Two holidays in the workweek - Employee will work 24 hours
- Three holidays in the workweek - Employee will work 16 hours
- Four holidays in the workweek - Employee will work 8 hours

Employees who work 4 days at 10 hours per day will work as follows during a holiday work week.

- One holiday in the workweek – Employee will work 30 hours
- Two holidays in the workweek - Employee will work 20 hours
- Three holidays in the workweek - Employee will work 10 hours
- Four holidays in the workweek - Employee will work 0 hours

For purposes of overtime during a week with a holiday(s), the value of each paid holiday will be considered “hours worked” during that week. Because ESP employees who work 260 days receive holiday pay and are considered hours worked, those who are scheduled to work 40 hours per week will be paid overtime for any additional hours worked above their actual scheduled-workweek.

ESP employees who work between 185 and 259 days receive no holiday pay. Such employees will be paid overtime only for hours they actually work in excess of 40 hours in a workweek in which a holiday falls.

Campus Security Officers or positions that are safety sensitive under the Security Department will be paid overtime on hours worked in excess of 32 hours in a workweek in which the holiday falls.

- 4.4.6** When an employee is called out to work, he/she will receive two hours minimum from the time the employee leaves home. This shall be called “Call Out Pay.” This pay will be at straight time unless working these hours causes the employee to work more

than forty (40) hours in that week. In that case, the employee shall be paid time and one-half for the actual hours worked.

- 4.4.7** Upon separation, approved compensatory time shall be paid for compensatory time earned.

4.5 CLASSIFICATION SYSTEM

District 11 departments and supervisors shall strive to ensure that each position allocated is classified and utilized appropriately based upon the allocated funding, needs of the position and job requirements.

4.5.1 JOB RECLASSIFICATION COMMITTEE

- a. A Job Reclassification Committee will be established.
- b. The purpose of the Job Reclassification Committee is to assist the Director of Compensation in grading of jobs submitted for review by the new positions or reviews of existing titles.
- c. The committee shall consist of seven (7) members who are representative of the various major populations within the ESP group. Membership on the Job Reclassification Committee will last for three years and the Job Reclassification Committee's membership will be staggered to assure continuity in the job evaluation process.
- d. The members of the Job Reclassification Committee will be appointed by the Executive Director of Human Resources subject to the approval of the Superintendent.
- e. The Director of Compensation shall serve as the chairman of the Job Reclassification Committee. Decisions will be by majority vote and recommendations will be submitted to the Executive Director of Human Resources for final approval. In the event of a tie vote, the Executive Director of Human Resources will make the final decision.
- f. The Job Reclassification Committee will meet once per semester (fall and spring) to discharge its official duties.
- g. A Job Reclassification Committee meeting may be scheduled in urgent circumstances only and as approved by the Executive Director of Human Resources.
- h. The position incumbent or representative of the position incumbent and/or the incumbent's immediate Supervisor may appear before the Job Reclassification Committee to explain the duties and responsibilities outlined in the job description and answer any questions which the Job Reclassification Committee may have.
- i. The Job Reclassification Committee will render a decision regarding the grade of each and every job submitted for review and forward its recommendation to the Executive Director of Human Resources for his/her decision.

4.5.2 JOB RECLASSIFICATION PROCESS

- a. A job description is graded when it is written for a new position or when there have been significant changes in the job duties of an existing position.
- b. A job description should be prepared according to District standards and submitted to the Director of Compensation for review and temporary grade assignment. In the case of a job reclassification, the manager shall submit both the old and new job descriptions for review along with a memo outlining the significant changes in job duties or requirements.

- c. The Director of Compensation will review the job description and assign a temporary grade in order to facilitate recruitment efforts and placement of the final candidate.
- d. At each of the semester meetings of the Job Reclassification Committee, the position will be reviewed and a final placement decision will be made with a recommended effective date of the first of the month following the Board of Education approval.
- e. Job descriptions and any supporting documentation will be sent to the Job Evaluation Committee fifteen (15) days in advance of the meeting for the Job Evaluation Committee's review prior to the meeting.

4.5.3 JOB RE-EVALUATION AND RECLASSIFICATION

- a. An employee should not be paid less than the minimum nor more than the maximum of the pay grade did when a job re-evaluation changes an employee's pay grade except as note for the specified periods of time noted in this section.
- b. When a position is reclassified to a higher pay grade because of re-evaluation, the employee should, at the beginning of the month following the effective date, be placed in the new pay grade using the promotional guidelines outlined above. The employee, however, should not be placed at a salary above that of incumbents with similar education and experience.
- c. When a position is reclassified to a lower pay grade, the employee's salary should not be reduced for 60 workdays following the Board's approval of the reclassification to a lower level compensation, unless otherwise approved by the Board.
- d. If the employee's salary is above the new pay grade maximum, the employee will receive no salary increases for one year, and after one calendar year, reduce the incumbent's salary rate to the maximum of the new pay grade level.
- e. If the employee's salary is within the range of the new pay grade, at the conclusion of the employment year during which the reclassification occurred and thereafter, an increase should be granted conforming to others in that pay grade.

4.6 EDUCATIONAL ACHIEVEMENT PAYMENT

ESP employees, who received educational achievement payments on December 1 of each year prior to 1991 (in accordance with Article XI, Professional Growth Plan, ESP Policy and Procedure Manual, 1988 revision), will continue to receive such payments until their separation from employment with the District. Payment will be included in the November paycheck each year. The employee must be actively employed on November 1 to be eligible to receive this payment.

Continuous Service shall be defined as service not broken by a Leave Without Pay. If an employee takes long-term Sick Leave, and then the employee takes Leave Without Pay for medical reasons, it will be considered as being continuous service.

4.7 MONETARY ERRORS

The District will not go back more than two (2) years from the date of discovery when correcting a salary or benefits overpayment or underpayment.

4.8 ESP DELEGATED NURSING TASKS

It is often necessary to delegate specific nursing tasks, including medication administration, to Unlicensed Assistive Personnel (UAP). A UAP is an individual receiving the delegation who acts in a complimentary role to the professional nurse and whom the professional nurse authorizes to perform tasks which the individual is not otherwise authorized to perform. Only a registered nurse can delegate nursing care. Delegated duties expire at the end of each school year. An ESP has the ability to decline the request for delegated nursing tasks without retaliation or disciplinary action.

4.8.1 Health Tasks Training

An ESP who agrees to act as an UAP for the purposes of individualized health tasks to include intrusive procedures will receive individualized training from the School Nurse for each delegated health task and upon completion of the training will receive a certificate. The certificate will include key information regarding the responsibilities involved and will also serve as verification for the ESP who has accepted the responsibility.

4.8.2 Medication Training

An ESP who agrees to act as an UAP for the purposes of administering medications will attend a District Medication training. Upon completion, the ESP will receive a certificate of completion.

4.8.3 Diabetic Care Training

An ESP who agrees to act as an UAP for the purposes of diabetic care will receive individualized training from the School Nurse specific to each student's diabetic care plan. The ESP will receive a certificate of completion.

4.8.4 Compensation

An ESP acting as a UAP for health tasks, medication administration, and/or diabetic care, will receive an annual stipend of \$100.00 for agreeing to complete the delegated nursing duties. The employee will receive the stipend once he or she has completed the required training and after the School Nurse has approved the ESP for the delegated duties.

Health Technicians are will not be eligible for the stipend, as this position is responsible for performing health related duties.

Adopted: August 1992
Revised: June 1994
Revised: June 1995
Revised: June 1996
Revised: June 1997
Revised: June 1998
Revised: June 1999
Revised: June 2000
Revised: April 2001
Revised: May 2002
Revised: May 2004

Article 4

Revised: June 2005
Revised: May 2008
Revised: June 2010
Revised: May 2011
Revised: May 2012
Revised: May 2013
Revised: May 2014
Revised: May 2015

ARTICLE 5
INSURANCE BENEFITS/SALARY REDUCTION

Effective July 1, 2015, and in compliance with Health Care Reform, all District 11 employees must work an average of 30 hours per week or more to be eligible for benefits, as defined in 5.1 Health, 5.2 Dental and Vision, 5.3 Basic Life Insurance.

5.1 HEALTH

The District shall offer health insurance with at least one Exclusive Provider Organization (EPO).

The District shall pay seventy-five (75%) of the EPO premium. Employees are not required to carry health insurance through the District.

The benefit coverage effective date for new hires, or employees who have a status change to benefits eligible, is the first day of the month following the date of hire provided the enrollment form is received within 31 calendar days of hire. Employees who do not turn in their completed enrollment form within 31 days of hire will be required to wait until the next open enrollment period to elect coverage unless they have a qualifying event (e.g. loss of coverage) that would permit enrollment in the plan prior to the annual open enrollment period.

5.1.1 ESP Second Semester Hiring Procedures: An ESP employee hired on or after March 1 of a school year will be given the option of enrolling in the benefits plan or will be able to waive benefits. Employees who choose to waive benefits will be provided options for benefits coverage and payment options and as required by Health Care Reform so long as the employee remains benefits eligible. This subsection excludes 260 day employees.

5.2 DENTAL AND VISION

The District shall offer dental and vision insurance for its full-time benefit eligible employees through either self-insurance or through private carrier(s). The District shall pay seventy-five percent (75%) of the District designated carrier(s) premium. Employees are not required to carry this insurance through the District.

5.3 BASIC LIFE INSURANCE

The District shall provide basic life insurance coverage for its full-time benefit eligible employees. The District will assure that the life insurance will be two (2) times the employee's contracted annual salary amount with a minimum coverage amount of \$50,000 with the exception of select Transportation and Food Service employees, as identified in "Class 2" of the Sun Life Group Life Insurance Plan Document on the District 11 Benefits website, who will receive a flat rate coverage of \$50,000. Each employee will be required to participate in the coverage. Premium payments will be funded by the District paying one hundred percent (100%) for the employee only. The additional basic life insurance for the spouse and dependents will be the total responsibility of the employee.

5.4 VOLUNTARY LIFE INSURANCE

The District shall provide voluntary life insurance for its full-time benefit eligible employees and dependents. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee.

5.5 SHORT TERM DISABILITY INSURANCE

The District shall provide short term disability coverage for its full-time benefit eligible employees. Participation is voluntary and except as provided herein, the premium for such coverage shall be borne one hundred percent (100%) by the employee.

5.6 LONG TERM DISABILITY INSURANCE

The District shall provide long-term disability coverage for its full-time benefit eligible employees. Participation is voluntary and except as provided herein, the premium, for such coverage shall be borne one hundred percent (100%) by the employee. Long term disability benefits will begin once the employee has exhausted all paid leave or 90 days from the last day worked, whichever is greater.

5.7 WORKERS' COMPENSATION

An employee is eligible for workers' compensation leave from the district during the period of time he/she is temporarily disabled as a direct result of an injury arising out of, and in the course of, his/her employment which qualifies for an indemnity payment per the Colorado Workers' Compensation Act.

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 his/her rate of pay for the time worked, any hours less than his/her 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 employee shall be responsible for his/her share of the monthly premium(s) if applicable.

This information may be found online at:

<http://www.colorado.gov/cs/Satellite?c=Page&childpagename=CDLE-WorkComp%2FCDLELayout&cid=1251567590110&pagename=CDLEWrapper>

5.8 PERSONAL LIABILITY

The District carries liability insurance for its employees, under both its self-insured general liability program, and its errors and omissions professional liability policy.

The District's errors and omissions professional liability generally covers claims asserted an employee, where the employee was performing his/her duties within the course and scope of his/her employment with the District.

Employees may not be eligible for either coverage if a determination is made that the employee's conduct was willful and wanton, if the employee settles or compromises a claim without the District's consent, or as otherwise provided by law. Employees will be subject to other limitations provided in the District's policies and/or as otherwise provided by law. Employees having questions, or who believe a claim should or may be filed under one of the District's policies, should report to Risk Management.

5.9 DAMAGE TO PERSONAL PROPERTY

Personal Property Damage Reimbursement due to Vandalism and/or Theft

The District may *reimburse* an employee for damages to his/her personal property resulting from vandalism or theft, while on District property and during the course and scope of his/her employment when the loss has been proven to be a District related loss after investigation. In addition, the District may reimburse the employee for damage to his/her personal property that occurred off District property in the event the employee substantiates, to the District's satisfaction, that the employee was acting within the course and scope of his/her employment. *Reimbursement* will be limited to a maximum \$500 per incident and \$1,000 per year and shall be for those actual damages not covered by insurance or otherwise reimbursed or recouped.

To be eligible for reimbursement, the employee must meet **all** the following criteria:

- A. Employee has taken reasonable precautions to protect his or her personal property
- B. Colorado Springs Police report has been filed in a timely manner
- C. Immediate notification to employee's supervisor
- D. Notification to Risk Management within 5 business days
- E. Completed District "Property Damage to Employee Property" claim form forwarded to Risk Management with all required documentation
- F. Submitted evidence of actual damages incurred as well as documentation of the original purchase cost and/or ownership where applicable

Damage to windshield or keyed vehicles will only be reimbursed if it is the result of **proven** vandalism on District premises as provided in this Article.

5.10 INSURANCE WHILE ON LEAVE

Employees on unpaid leaves of absence shall have the privilege of continuing their group health, life, dental and vision insurance coverage at their own expense and shall pay the full premium.

5.11 SALARY REDUCTION PLAN (CAFETERIA PLAN)

The District is enrolled in an Internal Revenue Service, Section 125 (cafeteria plan) program that allows employees to pay for insurance premiums, medical expenses and dependent care expenses on a pre-tax basis. There are two components to the 125 Flex Plan:

1. Premium Payments

All employees enrolled in the medical, dental and/or vision plans will have their portion of the insurance premiums automatically deducted pre-tax from their pay checks. Employees who do not desire to participate in the insurance premium pre-tax portion of the cafeteria plan may elect to withdraw from the cafeteria plan by filing the appropriate form with the District's Benefits Department during "Open Enrollment" each year.

2. Medical and Dependent Care Expense (Flexible Spending Account)

Benefit eligible employees who desire to set aside money for medical and/or dependent care expenses on a pre-tax basis may do so during the "Open Enrollment" period each year. Employees must re-enroll in the Medical and Dependent Care Expense portion of the 125 Flex Plan each year.

All benefit eligible employees will receive a written notification prior to the annual "Open Enrollment" period informing them of their options, including their option to withdraw from the premium portion of the plan. They will be reminded that if they are considering retirement in the next three years that their compensation for PERA will be improved if they, in fact, withdraw as it will increase their compensation for PERA. This program is explained in greater detail by Employee Benefits.

5.12 DISTRICT EMPLOYEE BENEFITS INSURANCE COMMITTEE

The District shall establish a District Employee Benefits Insurance Committee of thirteen (13) members, which shall be comprised in a manner to reflect the views and interests of all groups of employees. The committee is currently structured as follows as appointed by the group presidents and the superintendent: six (6) teachers, two (2) Executive Professionals, four (4) ESP representatives and one (1) retiree. The District Employee Benefits Insurance Committee shall review existing benefit insurance coverage and shall consider how to contain escalating costs as specified in an annual charge from the Board. The chairman of the District Employee Benefits Insurance Committee shall serve ex-officio and be appointed by the Superintendent or designee. The Superintendent will transmit reports and any other recommendations to the Board of Directors for consideration. The recommendations of the District Employee Benefits Insurance Committee are advisory only.

5.13 IMPACT FROM REDUCTION OF HOURS

If an employee's hours are decreased to less than six (6) hours per day, the employee will no longer continue to be eligible to receive the benefits as of the end of the month in which the hours were reduced provided as outlined in section 5.1

Adopted: September, 1993
Revised: June, 1994
Revised: June 1995
Revised: June 1996
Revised: June 1997
Revised: June 2000
Revised: May 2002

Article 5

Revised: May 2004
Revised: June 2008
Revised: May 2011
Revised: May 2012
Revised: May 2013
Revised: May 2014
Revised: May 2015

ARTICLE 6 EMPLOYEE EVALUATIONS

6.1 PURPOSE

The effectiveness and efficiency of all programs and services for students are measured by the quality of the staff. Therefore, the employee evaluation process is very important. These guidelines have been developed for an ESP performance appraisal system that supports student achievement.

6.2 GOAL

A goal of the Performance Evaluation System is to support the District's Strategic Plan, as well as District students, staff and community with emphasis on highly qualified staff with growth plans to ensure compliance with applicable federal and state guidelines.

Specifically, the evaluation will:

- 6.2.1 Promote and improve communications between the employee and his/her Supervisor.
- 6.2.2 Provide insight and feedback regarding the employee's performance, including areas of strength, opportunities, means for growth, and needs and support for improvement.
- 6.2.3 Ensure that consistent procedures are used for evaluation of all employees.
- 6.2.4 Provide information to substantiate personnel decisions, including promotions, transfers and corrective action.
- 6.2.5 Upon completion of the evaluation, copies will be placed in the employees personnel file in Human Resources and at the worksite. A copy will be provided to the employee.

6.3 TIMELINES

The job performance of all ESP employees will be evaluated formally once each fiscal year. There may be further discussions regarding performance, mid-year evaluation and/or remediation plans as appropriate.

Specific information is available in the "Performance Evaluation System Protocol for Education Support Professionals." This information is available through the ESP Council office or Human Resources' websites. This information may be found online at:

<http://www.d11.org/ESP/Documents/ESP%20Eval%20Protocols.pdf> or,
<http://www.d11.org/HR/Forms/Evaluations%20Read%20Only/ESP%20Eval%20Protocol%202011.2012.pdf>

- 6.3.1 A current ESP employee who transfers or is promoted to an alternate ESP position, will not be required to serve a new 89 day trial period.
- 6.3.2 A rebuttal to a performance evaluation may be submitted in writing to the supervising Administrator by attaching a written response within seven (7) working days of the performance evaluation conference.

Adopted: September 1993

Revised: May 2004

Revised: May 2011

Revised: May 2012

ARTICLE 7

DISCIPLINARY AND/OR CORRECTIVE ACTION

An employee whose work performance is unsatisfactory or who has violated District work rules, procedures, policies, or has engaged in misconduct, may be subjected to discipline by his/her supervising Administrator. The primary goal of discipline and/or corrective action is to assist the employee in achieving a satisfactory level of performance and conduct. The employee's supervising Administrator, Security and/or Human Resources should advise the employee of the availability of ESP Council representation during an investigatory meeting regarding a matter related to an investigation that may result in discipline of an employee. However, it is the responsibility of the employee to request representation if the employee so chooses to have representation present. In the event that an employee may receive disciplinary action (a conference memorandum is not a form of disciplinary action) to include a written warning, written reprimand, suspension and/or a termination recommendation, the supervising Administrator should advise the employee of the availability of ESP Council representation, so long as any delay does not impose a hardship, as determined by Human Resources, for the District to implement an investigation and/or a disciplinary action.

Oral or written disciplinary action and/or corrective actions shall be delivered in private. These actions shall be communicated in a professional and respectful manner.

In every case, and as a matter of management judgment, the District retains the right to determine whether discipline is warranted and the form of discipline, or whether the matter should proceed to termination without prior discipline. This article is not intended to require that the District utilize specific discipline or a disciplinary process for employee issues.

This Article is not intended to, nor does it create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of the Article can be modified by the District after discussion with the Meet and Confer Team.

7.1 PROBLEM SOLVING/DISCUSSION/CONFERENCE MEMORANDUM (NON-DISCIPLINARY ACTIONS)

Conferencing with an employee needs to be a two way discussion when an employee's supervising Administrator becomes aware of performance concerns or misconduct. The supervising Administrator then may hold an informal problem solving discussion/conference with the employee which may provide a description of what was observed/reported, what needs to be seen/done to rectify the situation or to clarify the employee's understanding of a rule/policy/protocol. An employee is provided the opportunity to provide feedback and respond to the concerns during this informal discussion.

There may be times where the supervising Administrator determines, in his/her discretion, that a more formal meeting with an employee is necessary to discuss employee performance or misconduct. In these cases, there may be a written conference memorandum provided to the employee which generally summarizes the discussion/conference, including the employee's response to the concerns.

7.2 VERBAL OR WRITTEN WARNING (DISCIPLINARY ACTION)

An employee may be verbally advised of unsatisfactory work performance, misconduct, or other matters of concern prior to receiving a written warning. However, an employee may be given an initial warning by his/her supervising Administrator regardless of whether or not the

employee was previously advised verbally. A written warning must be in writing and signed by the employee and supervising Administrator, but it will not be entered into an employee's personnel file at Human Resources. Signing of the written warning is only an acknowledgement of receipt. The purpose of an oral or written initial warning is to inform the employee of the issue, to suggest corrective action, and to warn the employee of future consequences if repeated.

7.3 WRITTEN LETTER OF REPRIMAND (DISCIPLINARY ACTION)

When deemed appropriate by the supervising Administrator, he/she may provide the employee with a written reprimand. Written reprimands should include the date, time, place and nature of the unsatisfactory work performance and/or misconduct and will warn of future consequences that may occur if the employee does not take the desired corrective action or satisfactorily improve. The written reprimand will become a part of the employee's personnel file in the Department of Human Resources. The employee may submit a written response to the written reprimand to be placed in his/her personnel file. The supervising Administrator may move directly to a written reprimand without providing an oral or written warning or without otherwise discussing the matter with the employee.

7.4 SUSPENSIONS (DISCIPLINARY ACTION)

7.4.1 Suspension is most commonly applied when the unsatisfactory work performance or other issue continues or resumes within 12 months of the date of the written reprimand. Suspensions may be used by the District at other times (an example might be a licensing defect that disqualifies the employee from performing an important job duty).

7.4.2 Suspensions may be with or without pay as determined by the Executive Director of Human Resources or his/her designee. A written notice of suspension will be given to the employee. The Executive Director of Human Resources or his/her designee may meet with the Supervisor and the employee as soon as possible, but usually within five (5) working days following the poor work performance, conduct issue or other problem. The Executive Director of Human Resources or his/her designee will review the circumstances and determine appropriate action.

7.5 ADMINISTRATIVE LEAVE FOR PURPOSES OF REVIEW

If the Executive Director of Human Resources or his/her designee believes an employee may have engaged in conduct warranting suspension or termination, or other type of appropriate disciplinary action, he/she may place the employee on administrative leave to review the circumstances and/or to protect the interests of the District or health, safety and welfare of the students and other staff of the District pending a decision regarding the appropriate disciplinary action. Such leave may be paid or unpaid as determined by the Executive Director of Human Resources or his/her designees. A reasonable effort will be made to reach a decision within ten (10) workdays.

7.6 RECORD REVIEW

If an employee improves and maintains satisfactory performance for a period of one (1) year from the date of the last written reprimand, the employee may request removal of the written reprimand from his/her personnel file in Human Resources. The request for removal of the written reprimand must be approved by the Executive Director of Human Resources or his/her designee.

Adopted:	September 1993
Revised:	June 1996
Revised:	June 1999
Revised:	May 2002
Revised:	May 2004
Revised:	June 2005
Revised:	May 2007
Revised:	May 2011
Revised:	May 2012
Revised:	May 2014

ARTICLE 8 SEPARATION

8.1 RETIREMENT

Employees requesting retirement should make this request known in writing to the Department of Human Resources not later than 30 days prior to date of retirement. (See Article 16)

8.2 RESIGNATION

When an employee seeks to separate him/herself from employment with the District, a written resignation is preferable and should be submitted to the Supervisor and the Human Resources Director of Talent Acquisition and Development. The employee resigning should give the District a minimum of two weeks advance notice. However, if an employee clearly and distinctly verbally notifies a supervisor of a resignation from the District and then does not report to work following the verbal notice, on the 4th day that notification shall be considered accordingly and the Board shall be notified of the employment action. An employee may revoke his/her resignation within three (3) working days after submitting it to the Human Resources Director of Talent Acquisition and Development, with approval by the Executive Director of Human Resources or his/her designee. Employees who do not rescind their resignation within the three-day period will lose all accrued benefits. Employees who resign while being on discipline or a corrective action plan (for written reprimand or misconduct) may not rescind a resignation.

8.3 TERMINATION

Termination of an ESP may only occur by the action of the Board, based on the recommendation of the Superintendent.

All ESP are at-will employees, whose employment can be terminated by the District.

Adopted: September 1993
Revised: June 2000
Revised: April 2001
Revised: May 2002
Revised: May 2004
Revised: June 2005
Revised: May 2007
Revised: June 2010
Revised: May 2011

ARTICLE 9 STAFF REDUCTIONS

This Article is not intended to create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of this Article can be modified by the District after discussion with the Meet and Confer team.

9.1 PURPOSE

This article describes the procedure to be used when the District determines that a reduction-in-staff is appropriate. This elimination of positions may be the result of program elimination or reduction, layoff, declined enrollment, staff reorganization, school closure, budget reductions, or any other reason that the Administration determines is in the District's best interest.

9.2 DEFINITIONS

9.2.1 JOB TITLE Description of the District classification as specified in the current personnel file and current Job Title Schedule.

9.2.3 A FULL-TIME REGULAR EMPLOYEE must work six (6) hours or more per day in one position and is eligible for full employee benefits.

9.2.4 A PART-TIME REGULAR EMPLOYEE normally works more than four (4) hours but less than six (6) hours per day in one position. Such employees shall receive pro-rata sick leave based on the number of hours worked daily.

9.2.5 DATE OF HIRE – The last date of hire of an employee. If an employee has left the District and is subsequently rehired, the date of hire shall be the most recent. Sick leave accrual will begin on the new date of hire.

9.3 TIME LINES

9.3.1 The District agrees that when a reduction-in-staff is imminent for the end of a school year, the ESP employees should be given as much advance notice as possible.

9.3.2 The District shall strive to notify the ESP Council President that it is considering a reduction-in-staff at least 60 calendar days prior to such action.

9.3.3 Unless an extension is mutually agreed to, the District shall strive to notify the ESP Council President at least 45 calendar days as to the number and positions to be reduced prior to such action.

9.3.4 Unless an extension is mutually agreed to between the ESP Council President and Administration, the District shall strive to provide written notice to ESP employees subject to reduction at least 30 calendar days prior to the effective date of the reduction.

9.3.5 If the Administration is unable to meet the timelines shown above, the Executive Director of Human Resources shall meet with the ESP Council President to provide the new estimated schedule

9.4 PROCEDURES

As directed by the Board, the District will specify the number of positions to be reduced.

9.4.1 Normal attrition (resignations, retirements, vacancies, etc.) will be considered before reductions are made.

- a. A temporary hiring freeze will be implemented when it is determined that there may be a reduction due to the result of program elimination or reduction, layoff, declined enrollment, staff reorganization, school closures, or budget reduction, as determined by the Superintendent.

9.4.2 The reduction of staff will proceed as follows:

- a. Reduced positions occurring within the reduced job title should be based on District seniority date, with the least senior employee in that job title at that department/school being reduced first.
- b. The employees within that job title at each department/school will be asked if anyone wants to volunteer to be on placement.

9.5 PLACEMENT PROCEDURES FOR ALL FULL-TIME REGULAR ESP POSITIONS

9.5.1 Placements on Bid Day

Human Resources, with the ESP Council President in attendance, shall conduct placement “bid” meetings with all full-time regular ESP who are on placement. The “bid” process is as follows:

- a. By job title, the employee with the most District seniority within that job title shall be given the first appointment to make a placement selection from the known vacancies* within that job title, and his/her choice shall be given primary consideration. In the event of identical District seniority date, random drawing procedures will be used by the Department of Human Resources. *Please Note: SIED/SSN Educational Assistant vacancies may be held for interview and not subject to bid day placement.
- b. By job title, the employee with the next highest seniority shall then make his/her selection. The process continues until the current available vacancies are filled.
- c. If an employee declines to make a selection from available positions, the employee is no longer eligible for placement assistance and will need to pursue other posted vacancies within the District without placement assistance. If said employee has not secured another position by the end of the contracted days for the position (either June 30th or July 31st) of that year, he/she will be considered to have resigned his/her position and his/her employment with the District will be terminated effective with the new year.

9.5.2 Placement After Bid Day

If there are still employees who remain on placement after the bid day, when a future vacancy occurs within that job title, Human Resources will contact the employee with the highest seniority of those still on placement to offer him/her the position.

- a. Employees who are placed at this stage in the process may pursue a transfer to another equivalent position within the year.
- b. If an employee who is on placement after the bid day declines the placement offer, the employee is no longer eligible for placement and will need to pursue other posted vacancies within the District without placement assistance. If said employee has not secured another position by the end of the contracted days for the position (either June 30th or July 31st) of that year, he/she will be considered to have resigned his/her position and his/her employment with the District will be terminated effective with the new year.

9.6 PART-TIME REGULAR EMPLOYEES

A part-time regular employee who normally works four (4) hours or more but less than six (6) hours per day whose positions have been reduced is not guaranteed placement in a comparable position. When a four to six hour vacancy occurs within the District in an equivalent position that the reduced part-time regular employee held at the time of the reduction, the employee will need to apply online for the position. (This will not be seniority-based.)

If the reduced part-time regular status employee is hired, all benefits currently in effect, including accumulated sick leave and placement on the salary schedule, which were accrued by the employee before the reduction, shall be restored. The District date of hire would be the same as that date prior to the reduction.

9.7 POST FISCAL YEAR EMPLOYMENT

If there are still individuals remaining affected by the bid day process who have not secured a position as defined in 9.5.2.b, the District shall strive to meet with the ESP Council President and Human Resources Staff in good faith to review vacant positions eligible for interview. If the individual is rehired by September 15th of the following school year, the employee will regain his/her previous seniority status and any accumulated sick leave will be restored.

Adopted: September 1993
Revised: June 1995
Revised: June 1997
Revised: May 2004
Revised: May 2007
Revised: June 2008
Revised: June 2010
Revised: May 2012
Revised: May 2013

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

This Article is not intended to create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of this Article can be modified by the District after discussion with the Meet and Confer Team.

10.1 PROVISIONS

All employees are eligible to apply for any position or new position or any other position which becomes vacant or otherwise available within the school district. The District believes that it is desirable to have procedures under which an employee may transfer from a position within the school system to a vacant position. ESP employees will be considered as internal applicants for any District vacancies, however, an interview is not guaranteed.

10.2 PROCEDURE

Except as otherwise provided for in Article 9 (Staff Reductions), vacant positions shall be filled in accordance with the following:

- 10.2.1** All vacancies shall be posted online for five (5) working days on the District's Careers page at www.d11.org/careers.
- 10.2.2** Each posting will outline the scope of work to be performed, the education and work experience required, plus other pertinent qualifications for the position to be filled. A cutoff date for applications to be received will also be listed.
- 10.2.3** Applications for each posted vacancy must reach the Department of Human Resources prior to the end of the work day on the cutoff date stated in the posting. Each application submitted must include the applicant's qualifications for the position.
- 10.2.4** A position will not be filled from outside the District until the position has been posted and interested qualified applicants from within the District have been reviewed and considered.
- 10.2.5** Other things being equal, applicants who are District employees shall be given first preference.
- 10.2.6** All in-District candidates interviewed and not selected shall be notified by the Department of Human Resources.
- 10.2.7** See Article 14.1.3.
- 10.2.8** The administration reserves the right to transfer within a department or school building without posting the vacancy with communication between Human Resources and the ESP President.

10.3 ELIGIBILITY (ONE-YEAR RULE)

Barring unusual circumstances, an employee must have successfully completed 12 months of service or one complete school year with the District in the position he/she was initially hired into to be eligible to apply for any posted position, except that:

- 10.3.1** The one-year rule will not bar an employee in a casual labor position (as defined in Article 2) from applying for a posted regular status position.
- 10.3.2** The one-year rule will not bar any employee in a position with one job title who is regularly assigned to two or more sites (for example, a "split assignment")

building technician who is regularly assigned half-time at each of two schools), from applying for a posted regular status position at one site.

10.3.3 The one-year rule will not bar any other employee, who has successfully completed his/her 89-day trial period in his/her current position from applying for a posted position that would be a promotion for that employee. During the 89-day trial period, employees working a split position may apply for a single site posted position.

10.3.4 A current ESP employee who transfers or is promoted to an alternate ESP position, will not be required to serve a new 89 day trial period.

10.3.5 For further clarification, please refer to Board Policy GDJ, Educational Support Professional Assignments and Transfers or Board Policy, GDP, Educational Support Professional Promotions, Demotions and Reclassification.

Adopted: September 1993

Revised: June 1999

Revised: April 2001

Revised: May 2004

Revised: June 2005

Revised: June 2008

Revised: July 2009

Revised: June 2010

Revised: May 2011

Revised: May 2012

**ARTICLE 11
DISCRIMINATION, HARASSMENT AND BULLYING**

**11.1 SEXUAL HARASSMENT
RACIAL HARASSMENT
EMPLOYMENT HARASSMENT
NONDISCRIMINATION IN EMPLOYMENT**

School District 11 is committed to a policy of nondiscrimination in relation to race, creed, color, sex (gender), ancestry, sexual orientation, gender identity, gender expression, transgender status, religion, national origin, age and/or disability. Any harassment/discrimination of students and/or staff, based on the aforementioned protected areas, will not be tolerated and must be brought to the immediate attention of the school principal, D-11 administrator/supervisor or District 11 Equal Opportunity Programs & Ombudservices Director.

Refer to Board policies AC, Nondiscrimination/Equal Opportunity or GBAA, Employee Sexual & Racial Harassment/Discrimination for definitions, guidelines and complaint and resolution procedures.

Board policies can be found at: <http://www.d11.org/BOE/Policies>

11.2 BULLYING

The ESP Council and the District support a secure school and building climate, conducive to a teaching and working environment that is free from threat, harassment, and any type of bullying behavior. Bullying is addressed in the following documents:

Superintendent Stop Doing List
Superintendent Bullying Button
Board Policy JICDE Bullying Prevention and Education
Board policy can be found at: <http://www.d11.org/BOE/Policies>

11.3 REPORTING

Information links are available on the District 11 website found under Professional Development and/or Human Resources titled Bullying and Harassment in the Workplace Resources.

There are several resources within the District to report discrimination, harassment, and bullying.

Supervising Administrator
Equal Opportunity Programs Director & Ombudservices
Human Resources
Deputy Superintendent Support Services
Superintendent
ESP Council President

Article 11

Revised: May 2004
Revised: June 2008
Revised: May 2011
Revised: May 2013
Revised: May 2014

ARTICLE 12 GRIEVANCE PROCEDURES

The purpose of this procedure is to secure, at the lowest administrative level, consideration of possible solutions to problems and/or inquiries that may occur. High morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. An employee presenting a complaint or grievance will not be subject to reprisals.

This Article is not intended to create an express or implied contract of employment, or to create property rights or rights to due process of law. The provisions of this Article can be modified by the District after discussion with the Meet and Confer Team. Any complaints related to Article 11, Discrimination, Harassment and Bullying shall not be subject to the grievance procedure as defined below and shall be referred to the complaint process as applicable in Article 11.

12.1 DEFINITIONS

- 12.1.1** A grievance shall mean a complaint by a current employee where there has been a direct violation of the District's policies, regulations and procedures.
- 12.1.2** A grievant is an ESP employee of the District who is asserting a grievance and is employed at the time the grievance is alleged to have occurred.
- 12.1.3** A participant is a person, other than the aggrieved, who might be involved in the alleged grievance.
- 12.1.4** A representative is the ESP Council President or his/her designee.
- 12.1.5** An immediate Supervisor shall mean the first level of supervision determined at the work site.
- 12.1.6** Days shall be defined as work days.
- 12.1.7** The grievant may choose to be represented by the ESP President or his/her designee at any level of the grievance procedure.
- 12.1.8** A grievance is the act of filing a grievance in writing if efforts to resolve the grievance informally have failed.
- 12.1.9** The District may continue to move forward with discipline or termination during the grievance process.
 - a. Level I Principal/supervising administrator
 - b. Level II Appropriate Director and/or Division Head
 - c. Level III Superintendent/Designee

12.2 PROVISIONS

- 12.2.1** In order to maintain a high degree of efficiency in personnel Administration, the District and the ESP Council agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
- 12.2.2** Copies of all written decisions of grievances shall be sent to the aggrieved.
- 12.2.3** A grievance may be withdrawn at any level without prejudice. If, in the judgment of the aggrieved and the representative, a grievance affects more than one employee in one department, the processing of such grievance may be commenced at Level II.
- 12.2.4** No grievance will be recognized at Level I unless it has been presented within thirty (30) working days after the aggrieved person knew, or should have known, of the act on which the grievance is based.
- 12.2.5** Reprisals shall not be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.2.6** All documents, communication, or records dealing with any level of the grievance procedure shall be filed separately from the personnel files of the participants.

12.3 PROCEDURE

If a grievance is not responded to within the timelines specified, unless extensions have been mutually agreed to, it shall proceed to the next level.

12.3.1 INFORMAL PROCEDURE

An employee with a grievance should discuss it with his/her immediate Supervisor. The employee may elect to have an ESP representative present when discussing a grievance with a Supervisor.

12.3.2 FORMAL PROCEDURE

The employee may proceed to the formal procedure under the following conditions:

- a. The employee is not satisfied with the disposition of the grievance at the informal procedure level.
- b. If no decision has been rendered by the principal/supervising administrator within ten (10) working days of the informal meeting, the employee must file the grievance using the appropriate form (see Form A), with his/her principal/supervising administrator, and a copy of the grievance must be submitted to the Human Resources Department.
The employee representative may assist in writing the grievance.

LEVEL I – PRINCIPAL/SUPERVISING ADMINISTRATOR

- a. The grievance must be filed no later than thirty (30) days after the event or condition occurred whether the informal procedure has or has not been followed.
- b. Within ten (10) days after the receipt of the grievance, the principal/supervising administrator shall conduct a meeting to investigate the grievance. The meeting shall include the principal/supervising administrator, the aggrieved person and his/her representative, which may be from the ESP Council. Within five (5) working days following the day of the meeting, the principal/supervising administrator shall render his/her written answer to the grievance.
- c. In the event that the employee is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days from the date of the Level I meeting, the employee make take the grievance to Level II.
- d. In the event that the grievance is against the principal/supervising administrator, the aggrieved person will file the grievance as described in Level 1.b, however, the appropriate director/division head will participate in the investigation of the grievance and will meet with the principal/supervising administrator and aggrieved person and his/her representative.

LEVEL II – APPROPRIATE DIRECTOR AND/OR DIVISION HEAD

- a. A meeting will be held within five (5) days of receipt of Level II of the grievance. The meeting may include some of the participants in the Level I meeting. Within ten (10) days of the Level II meeting, the appropriate director and/or division head will issue a decision in writing to the aggrieved.
- b. A grievance may initially be filed at Level II in accordance with the provisions of Article 5.2.3 or Article 5.3. Such filing in writing must take place within the thirty (30) day period set forth in Article 5.2.4.

- c. The grievant may forward the grievance to the Superintendent/designee under the following conditions:
 - 1. The employee is not satisfied with the disposition of the grievance at Level II or;
 - 2. No decision has been rendered within ten (10) days of the Level II meeting.

LEVEL III – THE SUPERINTENDENT OR HIS/HER DESIGNEE

Within five (5) days of receipt of the grievance at Level III, the Superintendent/designee shall conduct a meeting. The meeting may include some of the participants present at the Level II meeting. Within ten (10) days of this meeting, the Superintendent/designee shall issue the decision in writing to the aggrieved.

Adopted: September 1993
Revised: June 1996
Revised: April 2001
Revised: May 2004
Revised: May 2014

**EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM A)
LEVEL I GRIEVANCE
COMPLAINT BY THE GRIEVANT**

TYPE OR PRINT

Date Grievance Submitted _____

Grievant _____

School/Department _____ Supervisor _____

Years in District 11 _____ Job Title _____

Home Address _____

Name of Representative _____

Participant _____

Date Grievance Occurred _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(Signature of Grievant)

(Signature of Representative)

Revised 6/1996
Revised 5/2014

**EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM B)
LEVEL I GRIEVANCE**

DECISION OF PRINCIPAL/IMMEDIATE SUPERVISOR

TYPE OR PRINT (To be completed by Principal/Immediate Supervisor and presented to the Grievant within 5 days after the decision has been rendered at LEVEL I)

Date Grievance Submitted _____

Grievant _____

Level 1 Meeting Date _____

Participant _____

School/Department _____

Immediate Supervisor/Principal _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

DECISION OF SUPERVISOR AND REASONS THEREFORE:

Date of Decision _____

(Signature of Supervisor)

GRIEVANT'S RESPONSE: (To be completed by Grievant within 5 days of decision and sent to ESP Representative)

_____ I accept the above decision

_____ I hereby refer the above decision to the ESP Representative for referral to the appropriate Director and/or Division Head. (A copy to be forwarded to the appropriate Director/Division Head by the ESP Representative within 5 days after receipt)

Response _____ Date _____
(Signature of Grievant)

LEVEL II:

Date submitted to Director/Division Head _____

(Signature of person receiving Form B)

(Date received)

Revised 6/1996

Revised 5/2014

**EDUCATION SUPPORT PROFESSIONALS COUNCIL
SCHOOL DISTRICT 11
(FORM C)
LEVEL II GRIEVANCE
DECISION OF DIRECTOR AND/OR DIVISION HEAD**

TYPE OR PRINT (To be completed by the appropriate Director and/or Division Head within 10 days after hearing with Grievant and ESP Representative. Meeting to be held within 5 days after receipt of appeal.)

Date Grievance Submitted _____

Grievant _____

Participant _____

School/Department _____

Immediate Supervisor/Principal _____

ARTICLE(S) VIOLATED: ARTICLE(S) _____ SECTION(S) _____

Date Appeal Received _____ Level 2 Meeting Date _____

DECISION OF DIRECTOR/DIVISION HEAD AND REASONS THEREFORE:

Date of Decision _____

(Signature of Director/Division Head)

.....
GRIEVANT'S RESPONSE: (To be completed by Grievant within 5 days of decision)

_____ I accept the above decision

_____ I hereby refer the above decision to the ESP Representative for referral to the Office of the Superintendent. (A copy to be forwarded to the Office of the Superintendent by the ESP Representative within 5 days of receipt)

Response _____ Date _____
(Signature of Grievant)

LEVEL III:

Date submitted to Superintendent's Office _____

(Signature of person receiving Form C)

(Date received)

Revised 6/1996

Revised 5/2014

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**ARTICLE 13
SICK LEAVE**

13.1 SICK LEAVE

13.1.1 Sick leave is earned and used in units of one (1) hour. The term “day” is defined to mean the number of hours normally worked in a working day.

A newly-hired ESP, who is eligible for sick leave and reports for duty at the beginning of his/her work year, will at that time be advanced the equivalent of the employee’s annual sick leave allotment, which the employee may use in whole or part upon advancement. A newly-hired ESP employee, who is eligible for sick leave and reports for duty after the beginning of the work year, will at that time be advanced a pro rata share of his/her sick leave allotment based on the number of remaining days in that work year.

Eligible ESP employees will be advanced sick leave in a like manner for each subsequent work year.

On July 1 of each succeeding year, earned sick leave will be credited to the employee.

260-day employee

14 days x number of hours worked in a work day = number of paid leave hours earned.

197 – 210 day employee

12 days x number of hours worked in a work day = number of paid leave hours earned.

182 – 192 day employee

11 days x number of hours worked in a work day = number of paid leave hours earned.

13.1.2 If needed, sick leave may be used for medical purposes, personal illness or accident, or for sickness or death of a member of the family as covered elsewhere in this ESP Handbook.

13.1.3 If the immediate Supervisor has reasonable cause to believe an employee is abusing or misusing sick leave, he/she may request a statement from a physician. Discipline may result.

The District reserves the right to require a health examination and the right to designate the physician before the employee returns to work following illness, other leave, or at any time when the need for such examination may be indicated.

The cost of these special examinations will be paid by the District.

13.1.4 When an employee is forced to be absent due to personal illness, accident, death in the family or family illness, the employee may receive up to twenty (20) days at half salary in any one school year. Such half days shall only be available after the employee has exhausted all accumulated sick leave and sick leave days to which the employee is eligible through the Sick Leave Bank.

A doctor’s written statement may be requested by the Executive Director of Human Resources/designee stating that the employee’s absence from duty was necessary due to the illness of a family member or personal illness.

For purposes of Article 13, “family” is defined as:

- a. The employee’s spouse or any blood relative of the employee;
- b. Any member of the employee’s immediate household; or
- c. Any blood relative of the employee’s spouse, registered domestic partner, civil union, or partner in a registered civil union.

13.1.5 Any sick leave not used accumulates for use during succeeding years with no limit to the number of days that may be accumulated.

13.1.6 Sick leave and personal leave may not be used to extend employment without medical documentation. An employee that exceeds earned accumulated sick/personal leave or separates from District 11 and has a negative leave balance in his/her accrued sick leave account, will have that amount deducted from the paycheck(s). Any monies owed to the District upon separation will be deducted from any vacation hours accrued or other pay to the extent permitted by law. An employee who resigns and is not reemployed within 30 calendar days will have his/her sick leave accrual set to zero (0). Sick leave will start from the new re-hire date.

13.2 BEREAVEMENT LEAVE

An employee may use accumulated sick leave, personal leave, vacation leave or leave without pay in the event of the death of a member of his/her family. If an employee has less than five (5) days accumulated sick and personal leave at the time that a bereavement leave request is made for the death of a family member, he/she shall be granted three (3) days bereavement leave with pay in any one fiscal year. For purposes of this section, "family" is defined in section 13.1.4 above.

13.2.1 If an employee needs additional time for bereavement beyond available leave days, leave without pay may be used if the employee receives authorization from his/her Supervisor.

13.2.2 Employees' attendance at funeral services for persons other than family may be authorized by the Supervisor. Sick leave, personal leave, vacation or leave without pay will be used to cover this absence.

13.3 SICK LEAVE BANK

Any employee who earns sick leave is eligible to participate. Participation is on a voluntary basis with the employee contributing one (1) day of sick leave to the Sick Leave Bank. New personnel may join during the first thirty (30) days of their employment but may not utilize this benefit until they have completed 45 working days. Employees not participating in previous years may enroll in the Sick Leave Bank through the month of September of any succeeding year.

If the hours in the Sick Leave Bank drop to a balance of 1600 hours, those wishing to continue in the Sick Leave Bank will be required to contribute one (1) additional day. In extreme circumstances, the Director of Human Resources shall have the discretion to allow an employee to continue to request to be a member of the Sick Leave Bank during a request for additional hours in the event that the employee has no sick leave to contribute (this would be taken from the succeeding years sick leave balance.) Contributed sick leave days cannot be subsequently refunded.

Request for use of days from the Sick Leave Bank must be submitted in writing, as per the requirements of the Sick Leave Bank Guidelines to the Sick Leave Bank Committee, consisting of representatives from teachers, ESP, and Administrators.

When requesting sick leave time from the Sick Leave Bank, a 260-day ESP employee must have used up all but 40 hours of accrued vacation before he/she may apply to the Sick Leave Bank.

The Sick Leave Bank will not consider those who are currently receiving benefits under worker's compensation, and other illness covered by disability insurance. Should an employee receive payments under worker's compensation or disability insurance for days

already covered by the Sick Leave Bank, he/she will be required to reimburse the District for any applicable amount owed that was received from the Sick Leave Bank.

13.4 DONATED SICK LEAVE

An ESP employee who intends to remain an active employee and has at least five (5) days of accumulated sick leave, at his/her written request, may donate up to five (5) sick leave day(s) per school year to another ESP employee who suffers a serious illness/injury of a catastrophic nature to the employee or a member of the employee's immediate family and has exhausted all Sick Leave Bank awarded days and vacation, if any.

1. As it relates to an ESP employee's personal illness, a serious illness/injury of a catastrophic nature is defined as a long-term illness/injury (such as cancer, heart problems, stroke, paralysis, or severe emotional disturbance) that may qualify the individual for long-term disability benefits under the District's Long Term Disability (LTD) Insurance Plan.
2. A copy of the LTD application must be submitted to the Employee Benefits Office and will be provided by the requesting employee to Human Resources for notification of application for disability in order to be reviewed by Human Resources for consideration of the approval of donated leave.
3. These days shall not be available to an individual who is receiving payments under worker's compensation or long-term disability. Should an employee receive payments under worker's compensation or long-term disability for days already covered by donated hardship leave, he/she will be required to reimburse the District for any applicable amount owed that was received from the donated sick leave program.
4. An ESP employee who is on any type of extended leave may not donate leave until he/she returns to an active working status for at least ten (10) working days.
5. Only an ESP employee who has exhausted all of his/her vacation and sick leave and all available Sick Leave Bank days shall be eligible to receive donated days from other employees.
6. Donated days may not be used to extend an ESP's period of employment.
7. Unused donated sick leave shall not be returned to the donor(s) but shall then be added to the Sick Leave Bank.
8. An ESP employee shall be eligible to receive up to thirty (30) days of donated leave for the employee for personal illness or injury under this provision. An ESP employee shall be eligible for a total donation of up to seventy-five (75) work days when the injured party is a member of the employee's immediate family, but not a District employee, and suffers a catastrophic illness/injury that would qualify the individual for the District's long-term disability plan as if the individual were under the plan. Verification of illness/injury will be required at reasonable intervals.
9. An ESP employee who resigns, retires or is separated from employment for any reason(s) may not donate sick leave.

13.5 DOMESTIC VIOLENCE LEAVE

Employees who are victims of domestic violence, and have used all available vacation, personal leave and sick leave are eligible to receive up to three days leave in any fiscal year for any one of the following purposes:

1. To seek civil restraining order
2. To obtain medical care or mental health counseling
3. To make their home secure from attack by the predator
4. To seek legal assistance

Legal documentation along with a written request to the Director of Human Resources Operations in Human Resources is required.

Adopted:	September 1993
Revised:	June 1994
Revised:	June 1996
Revised:	June 1997
Revised:	June 2000
Revised:	April 2001
Revised:	May 2002
Revised:	May 2004
Revised:	May 2007
Revised:	June 2008
Revised:	June 2010
Revised:	May 2011
Revised:	May 2013
Revised:	May 2014

ARTICLE 14 OTHER LEAVES

14.1 PERSONAL WITH PAY

ESP employees shall be eligible to use up to five (5) accumulated days of sick leave as personal leave during the fiscal year without loss of pay.

14.1.1 Eligibility

Regular status and temporary status employees are eligible.

- a. ESP employees may take personal leave with pay in one (1) hour increments (excluding Transportation and Food Services employees which are addressed in Article 14.1.2)
- b. ESP employees must inform their immediate supervisor of a personal leave with pay absence(s) and must report the absence(s) in SEMS pursuant to ESP Handbook Article 3.1

14.1.2 Food Service and Transportation Application Procedure - Requests Personal with Pay:

- a. For Food Service, Transportation ESP employees, a personal leave with pay request shall be made to the department's management preferably five (5) days in advance. In all cases, the employee must complete the "Request For Personal Leave" form. The forms may be obtained from the employee's immediate Supervisor. **For all other ESP employees, pre-approval is not required to use personal leave.**
- b. This application must be approved by the department's management (Director of Transportation or the Assistant Director of Food and Nutrition Services) employee's immediate Supervisor, who will forward the approved form to the Department of Human Resources.
- c. The request may be denied when such leave will be a hardship on the District. Refusal of a leave request may be appealed to the Director of Human Resources Operations or his/her designee.
- d. This leave is not cumulative and is taken in half or full day increments. If a half day for a position is 3.5 hours, the time taken will be rounded to four (4) hours to meet the sick leave rule that sick leave must be used in full hour increments.

14.1.3 INTERVIEWS – ESP will be released from work with pay to interview for in-District positions. Notice from the employee to the supervisor shall be given as soon as is reasonably possible. Supervisors are encouraged to support ESP staff in professional growth and advancement opportunities within District 11.

14.2 PERSONAL WITHOUT PAY

When an employee has exhausted all leave balances as notified by HR/PeopleSoft, an employee may request leave without pay for short periods of absence not to exceed more than five (5) days per calendar year. A request for this leave shall be in writing and must have the approval of the employee's immediate Supervisor. The employee's failure to adhere to the required work schedule may result in further disciplinary action.

14.3 EMERGENCY PERSONAL

Employees may apply for emergency leave when absent due to inclement weather or other unusual circumstances beyond their control. A request for this leave is to be made to his/her

immediate supervising Administrator. If the request is approved, the rate of pay for the employee will be deducted on an hourly basis from the employee's salary. This leave is not to extend three (3) days per year. The employee may appeal to the Director of Human Resources Operations in the event that the request is denied by the supervising Administrator. In unusual circumstances, the employee may be requested by the supervising Administrator or the Director of Human Resources Operations to provide further information to determine if leave may be granted.

14.4 VACATION

Twelve-month employees shall be granted vacation leave initially based upon the date of hire for the first year. Vacation days for twelve-month employees will not be available until 90 workdays have been completed. 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, vacation will be granted on July 1 of each year. Vacation may be taken 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.

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.

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.

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 one (1) hour increments.

0 to 5 years service	10 days	80.00 hours	6.67 hours per month
After 5 th year service	11 days	88.00 hours	7.34 hours per month
After 6 th year service	12 days	96.00 hours	8.00 hours per month
After 7 th year service	13 days	104.00 hours	8.67 hours per month
After 8 th year service	14 days	112.00 hours	9.34 hours per month
After 9 th year service	15 days	120.00 hours	10.00 hours per month
After 14 th year service	20 days	160.00 hours	13.34 hours per month

*Vacation accrued hours become effective the following July 1st.

The above chart is based on an eight (8) hour workday. Less than eight (8) hours will be prorated accordingly.

14.5 LEGAL/JURY DUTY

Jury Duty – Each employee will be granted leave when called for jury duty. An employee will be excused for one day of jury duty upon presentation of the jury summons and/or Juror Service Certificate. If an employee needs more than one day of jury duty leave, he/she is required to present the juror service certificate upon return to work. ESP shall either receive District pay or Jury Duty pay for jury service. If employees choose to keep their juror pay, they are required to notify Human Resources Attendance Office of their decision to take Leave Without Pay.

The expectation for all employees who receive a jury summons is to report to their site for duty unless summoned to serve. If he/she is released from jury duty during your workday or before your shift begins, he/she is expected to return to your worksite whether or not a substitute has been provided.

The employee must present his/her Juror Service Certificate to his/her school/department Administrative/Staff Assistant upon return to work so that it may be attached to his/her timesheet. In order to be paid appropriately, it is the responsibility of the employee to obtain this certificate on-line at www.courts.state.co.us.

Legal – Each employee will be granted leave when subpoenaed as a witness to report on an event related to District business matters or an event witnessed as a citizen. This leave does not apply in cases (whether the employee is a party or a witness) involving a dispute with the District. Leave for a personal matter for which an employee is subpoenaed as a witness will be under the personal leave policy.

14.6 HOLIDAYS

Twelve-month employees shall be granted at least thirteen (13) holidays, as designated by the Board, with pay per school year. School-year employees shall not be paid for holidays.

14.7 ESP COUNCIL

Members of the ESP Council and the Meet and Confer Team will be able to attend ESP Council meetings and Meet and Confer sessions without penalty and loss of pay. The President of the ESP Council will keep a record of such meetings.

14.8 FAMILY AND MEDICAL LEAVE ACT

The discussion below is for the ESP Handbook and is not intended to be a complete discussion of the Family and Medical Leave Act ("FMLA"). Please refer to the Board Policy Manual for details on the Administration of the District's FMLA policy (GBGF and GBGF-R). The District provides FMLA leave in accordance with federal law.

An employee is eligible for leave under FMLA when he or she has been employed by the District for at least 12 months and has actually worked a minimum of 1250 hours during the preceding 12 months. FMLA leave will be granted for:

1. Father's attendance at the birth of his child
2. Parents' care of a child after birth
3. Placement of a child with employee for adoption or foster care
4. Serious health condition of employee's child under 18 years or older child, if disabled
5. Serious health condition of employee's spouse or own parent
6. Serious health condition of employee
7. A qualifying exigency, as defined in the U.S. Department of Labor regulations, includes circumstances that arise out of the fact that the spouse, or a son, daughter, or parent of employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. These circumstances are referenced in Board Policy GBGF, and regulation, GBGF-R, and can include but are not limited to, military events, child/school care, legal/financial arrangements, post-deployment activities, etc.

Eligible employees will be given up to "12 workweeks" of unpaid leave in any 12-month period when qualified. When an employee works a part-time schedule, the employee's "workweek" is determined on a pro rata or proportional basis to determine whether the employee worked the required 1250 hours within a year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) workweeks of leave per year to care for the service member who incurred a serious injury or illness in the line of duty while on active duty and who was rendered medically unfit to perform duties of office, grade, rank, etc. Leave under this paragraph is available only during a single year. During that year, the employee is entitled to a combined total of 26 workweeks of FMLA leave.

After the maximum leave time expires, employees may request a Leave of Absence. If the employee does not return to work, he/she will be terminated. Refer to 14.11. Health care coverage will be continued if the employee is currently enrolled in a District health care plan when the leave request is made. The coverage will continue for the duration of the leave, and the employee will be required to pay the same portion of the premium as if actively employed.

The FMLA entitles spouses employed by the same employer to a total of 12 workweeks of leave between them because of the birth of child and child care, adoption, foster care or care for the employee's own parent with a serious health condition.

14.8.1 Family Care Act

To the extent an employee is eligible for FMLA leave and has utilized in the preceding 12-month period fewer than 12 weeks of leave under the FMLA, the employee may be eligible

for leave under the Colorado Family Care Act (the "FCA") to care for a person who has a "serious health condition," if that person is the employee's registered domestic partner or his/her partner in a civil union, as defined by the FCA and other applicable Colorado law. For purposes of confirming an employee's relationship to a person described above, Human Resources may require reasonable documentation from the employee. Documentation may include, for example, written proof of registration of the domestic partnership or a copy of a civil union certificate. For purposes of confirming the serious health condition of an employee's registered domestic partner or partner in a civil union, Human Resources may require medical certification in the same manner as required by the District for leave under the FMLA. Examples:

- (a) An employee, who has utilized 12 weeks of FMLA leave in the preceding 12-month period, is not eligible for FCA leave;
- (b) An employee who has utilized six weeks of FMLA leave in the preceding 12-month period, is eligible for up to six weeks of FCA leave.

14.9 MILITARY

A maximum of fifteen (15) calendar days per year shall be granted without loss of pay to employees who participate in military service. Such leaves shall not be cumulative. The District provides other unpaid military leave in accordance with applicable state and federal law.

14.10 VISITATION

All employees are eligible for pre-approved day(s) of site visitation, within the District. This request is to be submitted to the Principal/Supervising Administrator for pre-approval and is to be coded in SEMS as code 029-District Meeting. No substitutes will be provided.

14.11 OTHER EXTENDED

Employees with an extended illness or disability may request a leave of absence without pay or District contribution towards insurance after all sick/paid leave provisions have been exhausted. Such leave of absence status shall be for the duration of the illness or disability up to a maximum of one year from the beginning day of the leave.

A physician's certificate of fitness to perform all assigned duties will be required before an employee can return to duty. The Executive Director of Human Resources or designee may request that a second physician examine the individual at District cost and substantiate the person's fitness to perform all assigned duties.

Other extended leaves of absence without pay, not to exceed one year, may be granted for educational reasons only, and verification of education may be requested by the Department of Human Resources. An employee that requests a leave of absence for the purpose of working with another employer while on a leave of absence for the same hours and/or same type of duties that the employee requested the leave of absence for shall be denied. An employee requesting a leave of absence for medical or educational purposes will be required to sign an agreement that he/she will not work to replace the hours, as specified above, while on an approved leave of absence. Requests for extended leaves of absence without pay must be made in writing to the employee's immediate Supervisor with a copy to the

Division Head and forwarded to the Executive Director of Human Resources or designee for final approval.

An employee returning from a Leave of Absence of one year or less shall be returned to the same position at the same site at the time the leave commenced (assuming such a position still exists) unless the employee agrees to waive this right.

An employee working four (4) hours or less is entitled to request a Leave of Absence of one year or less, but will not be guaranteed to return to the same position at the same site at the time the leave commenced.

An employee returning from a Leave of Absence of one year or less, may be returned to an equivalent position, if possible.

14.12 PROFESSIONAL DEVELOPMENT OR TRAINING

Administrators and supervisors are encouraged to support on-going professional development for ESP. Employees are eligible to attend professional development and work related trainings. The District offers professional development and training to employees on Professional Development Days, Teacher Work Days, etc.

Employees are eligible to attend professional development and work related trainings that are provided by organizations outside of the District. These trainings are generally held during regular business hours (student contact days). Absences that require a classified substitute may need an approved funding source through the supervising administrator to cover the substitute cost.

Employees are not required to use vacation, personal leave or sick leave to attend work related training unless the class or training is an educational degree program (as outlined in Tuition Reimbursement Article 15.3 e).

Adopted:	September 2003
Revised:	June 1994
Revised:	June 1996
Revised:	June 1997
Revised:	June 1999
Revised:	June 2000
Revised:	April 2001
Revised:	May 2002
Revised:	May 2004
Revised:	June 2005
Revised:	June 2008
Revised:	June 2010
Revised:	May 2011
Revised:	May 2012
Revised:	May 2013
Revised:	May 2014

ARTICLE 15

TUITION REIMBURSEMENT

This policy describes the policy and procedure for approval and reimbursement for educational assistance to regular full-time employees who have completed their initial 90 calendar days of employment. Employees on leaves of absence will not be eligible.

15.1 POLICY

It is the policy of the District to offer tuition reimbursement to each eligible employee who successfully completes courses which are job-related or are in pursuit of a college degree at an accredited institution.

15.2 PRACTICE

Courses taken at colleges and universities, professional conferences, or District in-services, as well as workshop classes which are job-related may be reimbursed for tuition or tuition equivalent. If classes are part of a college degree program, they must be taken at colleges and universities accredited by the regional association of colleges and universities.

Reimbursement for taking courses and/or modules which involve primarily television or video viewing, correspondence work, independent study, distance learning and/or other alternative methods of independent study, distance learning and/or other alternative methods of instructional delivery must be approved by the Director of Professional Development or his/her designee.

It is not the intention of the District to fully subsidize the educational pursuits of its employees. Rather, it is its intention to provide financial assistance to help defray the costs of educational programs to promote educational achievement in a manner which will benefit the individual and the District.

15.3 PLAN COMPONENTS

The tuition reimbursement plan will provide assistance for specified educational degree programs and/or work related training programs. The classes, training or degree programs must be either job-related or must be a part of a bona fide degree program at an accredited college or university. The tuition reimbursement will be subject to a fiscal year cap for each individual.

Reimbursement will be made after evidence is presented of successful completion of the class or training requirement. These and other definitions are explained below.

a. Program Eligibility

This program is available to any ESP who has completed his/her initial 89 days of employment. It is not available to dependents of employees or to employees on leave of absence from the District.

b. Job-Relatedness or Degree Pursuit

Only those programs or classes which have been pre-approved will be eligible for the reimbursement program.

The classes must meet one of two criteria. They must be job-related or be part of a degree program which is offered by an accredited college or university. To be job-related, the class or program must have a direct relationship to the attainment or enhancement of skills specifically required for the employee position or be directly related to improving performance on the existing job.

The employee will submit a request for the approval of the course under this plan prior to enrolling in the course. The determination of job-relatedness will be made by the respective department head, administrator or principal and the Director of Professional Development or his/her designee.

To be considered eligible under the requirement for pursuit of a degree program, the employee must submit an educational plan outlining the courses, which will be included in the degree program. This plan must be submitted prior to inclusion in the tuition reimbursement program and should be inclusive of all classes, which will be considered a part of the degree program.

The cost of the SWEEP (Student Work Experience Evaluation Program) or other such programs which allow an employee to “test out” of a course requirement will be included in this policy, provided that a passing grade is achieved and prior approval has been granted.

Only those programs which have been pre-approved will be eligible for the reimbursement program.

c. Reimbursement Process

Employees will be reimbursed 100% of the tuition rate after providing evidence of receipt of a grade of “C” or above. One hundred percent reimbursement will also be provided for a “Pass” or certificate of completion in a non-graded class.

The employee will pay for the class and submit a request for reimbursement upon completion. Reimbursement will be on a first come, first served basis, until funds have been expended.

The only reimbursement will be for tuition. The program will not include books, travel costs, or other costs associated with the course or program. The reimbursed tuition will not exceed the state’s standard rates for credit hours.

The reimbursement will be subject to a fiscal year cap of \$400.00 of tuition for pre-approved courses, except that any employee enrolled in a college degree program will be eligible to be reimbursed up to \$1200.00 per fiscal year.

d. Application Process

To apply for educational assistance, the employee should complete an Employee Tuition Reimbursement form and submit it to the Professional Development Department prior to enrolling in the course. If applying for assistance for a job-related course, the justification should be included on the form, with the supporting approval provided by the respective department head, administrator or principal.

If the class is part of a degree program, an educational plan should first be filled with the Professional Development Department. Individual requests for approval of classes should refer to those classes which are on the approved educational plan.

If approved, the employee will enroll in the course and pay the required tuition. Upon successful completion of the course, the employee should submit evidence of completion, “proof of payment.” and a copy of the approved “Employee Tuition Reimbursement” form to request reimbursement.

e. Additional Requirements

Reimbursement will be made only for those classes completed during the current fiscal year. Any reimbursement submitted after the cap has been met will be considered for approval during the next fiscal year if funds are available.

Under this policy, employees will not be provided release time for pursuing degree programs. It is anticipated that degree programs and courses included in this policy will require time outside of normal working hours.

Article 15

Employees are eligible to attend work related training when offered during his/her regular scheduled hours. If a substitute is required, the absence may need an approved funding source through the supervising administrator to cover the substitute cost.

An employee resigning employment or discharged for cause prior to completion of an approved course shall not be entitled to reimbursement.

Dual payments of benefits for classes are not permitted, such as when an employee is eligible for educational benefits from a governmental agency or through scholarships.

Adopted:	August 1992
Revised:	June 1995
Revised:	June 1996
Revised:	June 1997
Revised:	June 1998
Revised:	June 1999
Revised:	June 2000
Revised:	May 2002
Revised:	May 2004
Revised:	May 2011
Revised:	May 2014
Revised:	May 2015

ARTICLE 16 RETIREMENT

16.1 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

In accordance with Colorado state statutes, the employee is required to contribute to the employee portion (currently at 8% of total salary), and the District is required contribute to the employer portion of the PERA rate contribution. Contribution rates are subject to change in accordance with PERA rules and regulations. Benefits at retirement are determined by PERA rules and regulations in effect at the time of retirement. The appropriate forms are available in the Department of Human Resources. Pre-retirement information/counseling is available by calling 1-800-759-7372.

Because of the complexity of the state PERA laws and the frequency with which they are changed, the District refers employees to the current PERA website and customer service contacts as identified above. The current statute takes precedence over any of the provisions of this policy.

16.2 MEDICAL DISABILITY

Employees with medical disabilities severe enough to qualify for early retirement benefits from PERA and/or long term disability insurance are entitled to all of their sick leave benefits prior to termination of services. They may use all accumulated sick leave plus up to twenty (20) days at half salary in any one school year. These days do not carry forward into the next school year. No additional sick leave will be credited the next school year unless the employee returns to active duty. The last date of employment will be the last day of their sick leave benefits. Employees may waive all or any part of sick leave benefits and request an earlier termination date. It will be the responsibility of the employee to seek the aid of PERA in determining the date which will provide the best protection for the employee.

16.3 PAYMENT FOR UNUSED SICK LEAVE

Effective July 1 of each school year, the 20 most senior ESP employees (based on fifteen years of continuous service with the District only) who give notice to Human Resources on or before the Tuesday following Thanksgiving-no later than 5 p.m. (MST) of each year of the employee's nonbinding intent to retire as of a date no later than June 30 of that year shall receive reimbursement for unused sick leave. The employee must work the full school year to be eligible for the top 20-retiree payout. (Except under documented medical conditions.) Where multiple ESP begin work on the same date, those ESP shall participate in a drawing to determine position on the seniority list. Human Resources will designate a person to conduct drawings, which shall be conducted openly and at a time and place which will reasonably allow affected ESP to be in attendance.

The employee's intent to retire and the employee's health insurance continuation selection shall be binding for forty-five (45) days after Board approval of their eligibility for the retirement program, except that any such employee shall have seven (7) days thereafter to rescind his/her election to retire. Following the expiration of this seven-day revocation period, the employee's decision to retire and the employee's health insurance continuation selection shall be binding on the employee.

The reimbursement shall be computed by multiplying the number of days of unused sick leave at retirement by seventy-five percent (75%) of the per diem wage rate of the retiring

employee in effect the date upon which the retirement becomes effective. If more than the eligible number apply for retirement, the District, in good faith, will attempt at its mid-year budget update to pay the accumulated sick leave at seventy-five percent (75%) of their per diem wage rate up to a maximum of twenty-five (25) employees.

A retiring employee who gives timely notice pursuant to the paragraph immediately above and whose retirement is approved by the Board and as one of the twenty (20) most senior ESP employees with fifteen (15) years of service is eligible for twenty-four (24) months of seventy-five (75%), the District contribution towards the same individual or family medical insurance elections (but not vision and dental) in existence at the time of retirement.

The 24-month period shall begin July 1 following the period for which such contribution otherwise would have ended.

The employee will have the option to purchase the District's group health insurance (the same single or family EPO coverage elections as applied prior to retirement) and will assume all additional premium costs beyond that provided for above.

Retiring employees who work a "transition year" may continue to receive insurance benefits (with the exception of Long Term Disability) in connection with the 12-month transition year employment. The employee will then be eligible for continued health insurance benefits for the remaining twelve (12) months of the twenty four (24) months of the Retirement Incentive Program benefits. COBRA benefits will only be available if the COBRA benefit period (normally eighteen 18 months) extends beyond the other coverage periods, as COBRA coverage periods run concurrently with other benefits provided after termination of employment, including termination of the transition year, if any. Medicare eligible retirees will receive medical insurance benefits at a reduced rate, assuming enrollment in Medicare Part A and B.

If an employee who has attained at least twenty-five (25) years of full-time regular status service in the District dies, the retirement cap number in effect at the time, as stated in Article 16.3, will be reduced by the number of eligible employees who have died. The payment of his/her remaining sick leave at 75% of the employee's per diem, not to exceed 60 days, will be paid to his/her beneficiary as named on the PERA Member Record Form or PERA Member Record Change Form. The per diem wage rate of a twelve (12) month employee (for both payment of sick leave and any vacation) shall be determined by taking the annual base salary and dividing by 226 days.

The payment for unused accrued sick leave shall be made on or before the first work day of February in the year following the date on which the retirement becomes effective.

In the event of extreme hardship which would necessitate an employee's premature retirement without qualification for this sick leave reimbursement, such employee may apply for the above-mentioned sick leave reimbursement through the Executive Director of Human Resources, and such request may be granted or denied in the sole discretion of the District.

The number of employees granted sick leave reimbursement during a fiscal year will be reduced by the number of sick leave reimbursements that have exceeded the maximum number allowed in the previous year.

16.4 RETIREMENT INCENTIVE

An employee who participated in the retirement incentive program in 1988 or before and who subsequently is re-employed by the District must repay the total amount of the retirement pay and payment for unused sick leave.

16.5 DATE OF RETIREMENT

Retirement can occur at the end of any calendar month. Notice of intention to retire shall be made in writing to the Director of Talent Acquisition in the Human Resources Department thirty (30) working days before the anticipated retirement date.

16.6 DEATH BENEFIT

In the event that the retired employee's death is in the period prior to receipt of the full amount of his/her sick leave payment, the District shall pay 100% of any remaining amount to the retired employee's estate or designated beneficiary.

16.7 TRANSITION

A transition year is where an employee officially retires from District #11 and returns to work for the District for one more year the following school year.

The transition employee has no vacation or sick leave. Any time taken off during the transition year is without pay and cannot be made up. The employee's salary for the transition year is reduced by the amount of the employer contribution to PERA on the salary at retirement. The employee is allowed to keep health and life insurance if they are in a position which qualifies for benefits.

ESP Employees who wish to retire and come back and work a transition year need to complete a non-binding letter of retirement and submit it to Human Resources by the second work day after Thanksgiving.

Official documents relating to the retirement/transition process are mailed to the employee by mid January.

The employee completes and turns those documents back into the Director of Compensation by the deadline indicated.

All managers are asked to review a list of staff who have applied for transition and to submit a form to the Director of Compensation if they do not wish to recommend that the employee work a transition year.

A final list of retirements and transition applications is submitted to the Board of Education for their approval in May of each year.

Adopted: September 1993
Revised: June 1995
Revised: June 1996
Revised: June 1997
Revised: June 1998
Revised: June 1999

Revised: June 2000
Revised: May 2002
Revised: May 2004
Revised: June 2005
Revised: June 2008
Revised: May 2011
Revised: May 2012
Revised: May 2013
Revised: May 2014

**ARTICLE 17
GENERAL PROVISIONS**

17.1 DISTRICT/SCHOOL CLOSINGS DUE TO INCLEMENT WEATHER OR EMERGENCY CLOSURES, 2 HOUR LATE STARTS, EARLY RELEASES

If the District or schools are closed due to inclement weather or emergency closures, employees are not required to report to work. Essential Personnel such as Operations employees and Facilities employees may be required to report to work by their Supervising Administrator. An employee who is approved to work by his/her Supervising Administrator shall be paid for the actual hours worked at straight time and for the day when the schools or the District is closed. (In the event that working these hours causes the employee to work more than forty (40) hours in that week, the employee shall be paid time and one-half for the actual hours worked and paid for the day when the schools ~~are~~ or District is closed.) Employees scheduled to take sick leave, personal leave and vacation leave, for more than one day will be charged for their absences on inclement weather days.

In the event of a two-hour late start for the District/schools, all employees are expected to plan accordingly and use their best judgment to arrive safely within the two-hour late start window and as close to their regularly scheduled worktime as possible. Transportation employees will be directed as to when to report to work by the Director of Transportation or his/her designee. Employees are not required to use paid leave such as sick leave, personal leave, vacation leave, or accumulated compensatory time off for time missed during a two-hour late start window.

In the event an employee is unable to arrive until after the two-hour late start, the employee may use paid leave such as sick leave, personal leave, vacation leave and/or accumulated compensatory time off for any time missed after the two-hour late start window.

If paid leave is not available, the employee may apply for emergency leave pursuant in Article 14.3.

If the District/schools are open and an employee is not able to report to work, the employee may use paid leave such as sick leave, personal leave, vacation leave, and/or accumulated compensatory time off to account for the day's absence. If paid leave is not available, the employee may apply for emergency leave pursuant to Article 14.3.

Furthermore, employees who are unable to arrive in a timely manner will not be subject to disciplinary action.

17.2 SUBSTANCE ABUSE

Employees shall not use alcohol or any controlled substance* during their working hours. Further, employees shall not report to work with any indication of the use of alcohol or controlled substances unless such substances are prescribed by a physician.

When a Supervisor determines that an employee is in violation of the substance abuse policy, as stated in the above paragraph, the employee shall be suspended from assigned duties until further notice. The Executive Director of Human Resources or designee shall meet with the Supervisor and the employee on the following work day regarding the violation. The Supervisor shall furnish a written summary of the incident. The Executive Director of Human Resources or designee shall review the incident, and, in conjunction with the Supervisor, determine appropriate action.

Employees must comply with the District's Drug-Free Workplace policy located in the Board Policy Manual (Policy GBEC).

**Controlled substance is defined in C.R.S. § 18-18-102(5) and 21 U.S.C. § 802(6).

17.3 PERSONNEL FILE

An employee may review his/her personnel file maintained by the District subject to the provisions and restrictions of the Colorado Open Records Act. An employee shall have the right to make a written response to any material in his/her file. An employee may copy any item in his/her personnel file at the employee's expense.

17.4 MILEAGE ALLOWANCE

Employees shall be reimbursed at the rate established by the Board when a privately owned automobile is required to be used in the performance of official duty. Such mileage shall exclude work to home and home to work. Requests for reimbursement must be approved by the appropriate Supervisor and/or department head, assigned a budget account number and submitted to the Fiscal Services Department for processing. Requests shall be forwarded for any one individual once per month only.

17.5 CURRENT SCHEDULES

A schedule of job title classifications, a non-instructional employees' calendar, and a copy of the current salary schedule is available upon request in the Department of Human Resources.

17.6 PROFESSIONAL LEARNING COMMUNITY (PLC) AT ELEMENTARY SCHOOLS

Effective 2008, the following guidelines are provided for the implementation of professional learning communities at all D-11 Elementary Schools:

1. The Board of Education at the recommendation of the District, converted three student contact days from the end of the school calendar year into 17 Professional Learning Community opportunities for 75 minutes at each meeting time beginning in August and ending in May. These PLC times must take place on Wednesday's and are to begin before or after the regular teacher work day. This calendar will be updated annually and once times for PLC have been developed, a copy is to be given to the Executive Director.
2. Administrative ESP staff, such as secretaries and building managers, etc at each school will work their regular hours since they will not be out the three days in May. Instructional ESP employees are required to participate and collaborate in the PLC meetings. If an employee should not participate in the designated PLC times, the employee will not be eligible for the three paid days in May. Each school/site is required to maintain attendance for each ESP employee's participation in PLC, to determine eligibility for the three days, or other work to be determined by the supervisor should the employee choose not attend the required PLC meetings. Upon completion of the equivalent scheduled hours for the last three days, the employee will no longer be required to continue attendance at PLC meetings. Less than full time employees will have PLC required time adjusted accordingly to their scheduled work hours for required participation.
3. Collaboration should be the dominant theme in PLC meetings.
4. Agendas should be developed in collaboration with staff and kept on file at the site.
5. Meetings will maintain a "teaching - learning" focus.

17.6.1 PLC time is to be used for the following (but is not inclusive):

Reviewing data; curriculum and general planning with staff; vertical and horizontal collaboration; looking at student work; grouping students for interventions; SIP discussion and planning; RtI/PBS; develop new programs, strategies, & activities; staff development; collaborating on school themes & events; discussing behavioral needs of students; goal team meetings; book studies.

17.6.2 PLC time is not an additional, individual planning time or to be treated as another staff meeting.

This information may be found online at: <http://www.d11.org/BusinessPlan/plc.htm>.

Adopted:	September 1993
Revised:	June 1997
Revised:	June 1998
Revised:	June 2000
Revised:	May 2004
Revised:	June 2005
Revised:	May 2007
Revised:	June 2010
Revised:	May 2011
Revised:	May 2012
Revised:	May 2013
Revised:	May 2015

2015_16 Education Support Professional Salary Schedule

	A	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AF
1	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Grade
2	Yrs	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20																
3																											
4	C06	17.50	17.85	18.21	18.58	18.95	19.33	19.71	20.11	20.51	20.92	21.34	21.76	22.20	22.64	23.10	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06	27.60	28.15	C06
5	C05	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.29	22.74	23.19	23.66	24.13	24.61	25.11	25.61	C05
6	C04	13.26	13.53	13.80	14.07	14.35	14.64	14.93	15.23	15.54	15.85	16.16	16.49	16.82	17.15	17.50	17.85	18.20	18.57	18.94	19.32	19.70	20.10	20.50	20.91	21.33	C04
7	C03	12.33	12.58	12.83	13.09	13.35	13.61	13.89	14.16	14.45	14.74	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.61	17.96	18.32	18.69	19.06	19.44	19.83	C03
8	C02	11.47	11.69	11.93	12.17	12.41	12.66	12.91	13.17	13.43	13.70	13.98	14.26	14.54	14.83	15.13	15.43	15.74	16.05	16.38	16.70	17.04	17.38	17.73	18.08	18.44	C02
9	C01	10.67	10.89	11.10	11.33	11.55	11.78	12.02	12.26	12.51	12.76	13.01	13.27	13.54	13.81	14.08	14.37	14.65	14.95	15.24	15.55	15.86	16.18	16.50	16.83	17.17	C01
10																											
11	R08	17.31	17.65	18.01	18.37	18.73	19.11	19.49	19.88	20.28	20.68	21.10	21.52	21.95	22.39	22.84	23.29	23.76	24.24	24.72	25.21	25.72	26.23	26.76	27.29	27.84	R08
12	R07	16.78	17.12	17.46	17.81	18.17	18.53	18.90	19.28	19.67	20.06	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	R07
13	R06	16.40	16.73	17.06	17.41	17.75	18.11	18.47	18.84	19.22	19.60	19.99	20.39	20.80	21.22	21.64	22.07	22.52	22.97	23.43	23.89	24.37	24.86	25.36	25.86	26.38	R06
14	R05	15.31	15.62	15.93	16.25	16.57	16.90	17.24	17.59	17.94	18.30	18.66	19.04	19.42	19.80	20.20	20.61	21.02	21.44	21.87	22.30	22.75	23.20	23.67	24.14	24.62	R05
15	R04	14.20	14.48	14.77	15.06	15.37	15.67	15.99	16.31	16.63	16.97	17.30	17.65	18.00	18.36	18.73	19.11	19.49	19.88	20.28	20.68	21.09	21.52	21.95	22.39	22.83	R04
16	R03	13.39	13.66	13.93	14.21	14.49	14.78	15.08	15.38	15.69	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.50	19.89	20.29	20.70	21.11	21.53	R03
17	R02	12.41	12.65	12.91	13.16	13.43	13.70	13.97	14.25	14.53	14.83	15.12	15.42	15.73	16.05	16.37	16.70	17.03	17.37	17.72	18.07	18.43	18.80	19.18	19.56	19.95	R02
18	R01	11.33	11.56	11.79	12.03	12.27	12.51	12.77	13.02	13.28	13.55	13.82	14.09	14.38	14.66	14.96	15.26	15.56	15.87	16.19	16.51	16.84	17.18	17.52	17.87	18.23	R01
19																											
20	F06	12.57	12.83	13.08	13.34	13.61	13.88	14.16	14.44	14.73	15.03	15.33	15.63	15.95	16.27	16.59	16.92	17.26	17.61	17.96	18.32	18.68	19.06	19.44	19.83	20.22	F06
21	F05	10.37	10.57	10.79	11.00	11.22	11.45	11.68	11.91	12.15	12.39	12.64	12.89	13.15	13.41	13.68	13.95	14.23	14.52	14.81	15.10	15.41	15.71	16.03	16.35	16.68	F05
22	F04	9.59	9.78	9.97	10.17	10.38	10.58	10.79	11.01	11.23	11.46	11.68	11.92	12.16	12.40	12.65	12.90	13.16	13.42	13.69	13.96	14.24	14.53	14.82	15.11	15.42	F04
23	F03	9.04	9.22	9.41	9.60	9.79	9.98	10.18	10.39	10.59	10.81	11.02	11.24	11.47	11.70	11.93	12.17	12.41	12.66	12.91	13.17	13.44	13.70	13.98	14.26	14.54	F03
24	F02	8.72	8.89	9.07	9.25	9.43	9.62	9.82	10.01	10.21	10.42	10.62	10.84	11.05	11.27	11.50	11.73	11.96	12.20	12.45	12.70	12.95	13.21	13.47	13.74	14.02	F02
25	F01	8.69	8.87	9.05	9.23	9.41	9.60	9.79	9.99	10.19	10.39	10.60	10.81	11.03	11.25	11.47	11.70	11.93	12.17	12.42	12.67	12.92	13.18	13.44	13.71	13.98	F01
26																											
27	T10	14.07	14.35	14.64	14.93	15.23	15.53	15.84	16.16	16.48	16.81	17.15	17.49	17.84	18.20	18.56	18.93	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.18	22.63	T10
28	T09	12.96	13.22	13.48	13.75	14.03	14.31	14.59	14.88	15.18	15.49	15.80	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.26	19.64	20.03	20.43	20.84	T09
29	T08	11.73	11.97	12.21	12.45	12.70	12.95	13.21	13.48	13.75	14.02	14.30	14.59	14.88	15.18	15.48	15.79	16.11	16.43	16.76	17.09	17.44	17.78	18.14	18.50	18.87	T08
30	T06	9.95	10.15	10.35	10.56	10.77	10.99	11.21	11.43	11.66	11.89	12.13	12.37	12.62	12.87	13.13	13.39	13.66	13.93	14.21	14.49	14.78	15.08	15.38	15.69	16.00	T06
31	T04	9.40	9.59	9.78	9.97	10.17	10.38	10.59	10.80	11.01	11.23	11.46	11.69	11.92	12.16	12.40	12.65	12.90	13.16	13.42	13.69	13.97	14.25	14.53	14.82	15.12	T04
32	T03	9.40	9.59	9.78	9.97	10.17	10.38	10.59	10.80	11.01	11.23	11.46	11.69	11.92	12.16	12.40	12.65	12.90	13.16	13.42	13.69	13.97	14.25	14.53	14.82	15.12	T03
33																											
34	S12	14.18	14.47	14.76	15.05	15.35	15.66	15.97	16.29	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.07	21.50	21.93	22.36	22.81	S12
35	S11	13.59	13.86	14.14	14.42	14.71	15.01	15.31	15.61	15.93	16.24	16.57	16.90	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.01	21.43	21.86	S11
36	S10	13.00	13.26	13.53	13.80	14.08	14.36	14.64	14.94	15.24	15.54	15.85	16.17	16.49	16.82	17.16	17.50	17.85	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.92	S10
37	S09	12.45	12.70	12.95	13.21	13.47	13.74	14.02	14.30	14.58	14.87	15.17	15.48	15.79	16.10	16.42	16.75	17.09	17.43	17.78	18.13	18.49	18.86	19.24	19.63	20.02	S09
38	S08	11.90	12.14	12.38	12.63	12.88	13.14	13.40	13.67	13.94	14.22	14.51	14.80	15.09	15.39	15.70	16.02	16.34	16.66	17.00	17.34	17.68	18.04	18.40	18.77	19.14	S08
39	S07	11.40	11.63	11.86	12.10	12.34	12.58	12.84	13.09	13.36	13.62	13.89	14.17	14.46	14.75	15.04	15.34	15.65	15.96	16.28	16.61	16.94	17.28	17.62	17.97	18.33	S07
40	S06	10.91	11.13	11.35	11.57	11.81	12.04	12.28	12.53	12.78	13.03	13.30	13.56	13.83	14.11	14.39	14.68	14.97	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54	S06
41	S05	10.63	10.85	11.06	11.29	11.51	11.74	11.98	12.22	12.46	12.71	12.96	13.22	13.49	13.76	14.03	14.31	14.60	14.89	15.19	15.49	15.80	16.12	16.44	16.77	17.10	S05
42	S04	10.39	10.60	10.81	11.03	11.25	11.48	11.71	11.94	12.18	12.42	12.67	12.92	13.18	13.45	13.71	13.99	14.27	14.55	14.85	15.14	15.44	15.75	16.07	16.39	16.72	S04
43																											
44	SP8	22.22	22.66	23.12	23.58	24.05	24.53	25.02	25.52	26.03	26.56	27.09	27.63	28.18	28.74	29.32	29.91	30.50	31.11	31.74	32.37	33.02	33.68	34.35	35.04	35.74	SP8
45	SP6	20.76	21.18	21.60	22.03	22.47	22.92	23.38	23.85	24.33	24.81	25.31	25.82	26.33	26.86	27.40	27.94	28.50	29.07	29.66	30.25	30.85	31.47	32.10	32.74	33.40	SP6
46	SP5	19.32	19.70	20.10	20.50	20.91	21.33	21.75	22.19	22.63	23.08	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	SP5
47	SP3	18.28	18.65	19.02	19.40	19.79	20.18	20.59	21.00	21.42	21.85	22.28	22.73	23.18	23.65	24.12	24.60	25.10	25.60	26.11	26.63	27.16	27.71	28.26	28.83	29.40	SP3
48	SP2	16.62	16.96	17.29	17.64	17.99	18.35	18.72	19.09	19.48	19.87	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.19	25.7			

JOB TITLE	PAY GRADE
Bus Assistant	B02
Bus Driver	B08
Bus Mechanic I	B09
Small Engine Shop Mechanic	B09
Parts Purchaser	B09
Team Leader, Transportation	B10
Training, Certification & Safety Officer	B11
Transportation Specialist	B11
Certified Bus Mechanic	B12
Library Assistant	C1
Office Technician	C1
Receptionist	C1
Office Support Assistant	C2
School Support Assistant	C2
Health Screening Coordinator	C3
Library Technology Technician	C3
Roving Library Technology Technician	C3
Literacy Data Assistant	C3
Office Accounting Clerk Assistant	C3
Office Accounting/Payroll Clerk	C3
Office Staff Assistant	C3
Point of Sale Coordinator	C3
School Accounting Clerk	C3
School Staff Assistant	C3
Office Accounting/Payroll Assistant	C4
Office Administrative Assistant	C4
School Accounting Assistant	C4
School Administrative Assistant	C4
Data Support Specialist	C4
Administrative Specialist	C5
Secretary to the Division Head	C5
Secretary to Assistant Superintendent	C5
Secretary to the Superintendent	C6
Food Server	F01
Kitchen Assistant	F02
Kitchen Assistant (Roving)	F02
Kitchen Specialist	F03
FNS Distribution Assistant	F03

Elementary Kitchen Manager	F04
Lead Kitchen Specialist	F04
Lead Catering Specialist	F04
Roving Elementary Kitchen Mgr.	F04
Catering Coordinator	F05
Secondary Kitchen Manager	F05
Roving Secondary Kitchen Manager	F05
Production Center Manager	F06
Catering Facilitator	F06
Apprentice Construction	R01
Elec/HVAC/Plumber helper	R01
Groundskeeper I	R01
Construction Helper	R02
Glazier	R02
Groundskeeper II	R02
HS Groundskeeper	R02
Painter Journeyman	R02
Apprentice Plumber	R03
Carpenter Journeyman	R03
Concrete Mason Journeyman	R03
Glazier Journeyman	R03
Heavy Equipment Operator	R03
Locksmith Apprentice	R03
Roofing Journeyman	R03
Apprentice Electrician	R04
Apprentice HVAC	R04
Carpenter Crew Leader	R04
Environment Specialist Non Certified	R04
Heavy Equipment Operator/CDL Examiner	R04
Kitchen Equipment Technician - Apprentice	R04
Landscape Crew Leader	R04
Locksmith	R04
Paint Shop Crew Leader	R04
Residential Plumber	R04
Roofing Crew Leader	R04
Security & Fire Alarm Technician	R04
Stadium Manager	R04
Structural Shop Crew Leader	R04
Welder Journeyman	R04
Electrician Journeyman	R05
HVAC Journeyman	R05

Plumbing Journeyman	R05
Kitchen Equipment Technician - Journeyman	R05
Assistant Landscape Shop Foreman	R06
Bldg Automation Controls Specialist	R06
Environmental Specialist Certified	R06
Master Electrician	R06
Master Plumber	R06
Custodial Foreman - Inspector	R07
Electrical Shop Assistant Supervisor	R07
Landscape Shop Foreman	R07
Mechanical Shop Assistant Supervisor	R07
Assistant Construction Supervisor	R07
Auditorium Manager	R08
Condition/Assessment Coordinator	R08
Construction Shop Supervisor	R08
Electrical Shop Supervisor	R08
Environmental/Life Safety Supervisor	R08
Mechanical Shop Supervisor	R08
Planner/Estimator	R08
A/V Media Technician	S04
Building Technician	S04
Cluster Photocopier Operator	S04
Media/Video Production Assistant	S04
FNS Van Driver	S04
Administration Building Technician	S05
Bindery Operator	S05
Clerk Dispatcher - Security	S05
Assistant Building Mechanic	S06
Cust Srv Rep - Printing	S06
Science Center Kit Technician	S06
Assistant Building Manager	S07
Digital Pre-Press Technician	S07
Lead Audio Visual Specialist	S07
Night Building Manager	S07
Campus Security Officer	S07
Digimaster Operator	S08
Press Operator	S08
FNS Distribution Driver	S08
Warehouseperson/Driver	S08
Building Mechanic	S09
Curriculum Kit Coordinator	S09

Elementary Building Manager	S09
Lead Bindery Operator	S09
Lead Digimaster Operator	S09
Lead Press Operator	S09
Roving Elementary Building Manager	S09
Work Order Specialist	S09
Middle School Building Manager	S10
Sr. High Building Manager	S11
District Security Officer	S11
Administration Building Manager	S12
District Security Investigator	S12
Print Production Supervisor	S12
Warehouse Supervisor	S12
Catering Supervisor	SP1
ESP Training Coordinator	SP1
FNS Area Supervisor	SP1
FNS Distribution Spec & Retail Superv	SP1
Procurement Buyer	SP1
School to Work Alliance Program (SWAP) Specialist	SP1
Sous Chef	SP1
Data Support Specialist - EDSS	SP2
MIS Support Specialist	SP2
Support Center Specialist	SP2
Archive Technician	SP5
Benefits Specialist	SP5
Title 1 Compliance Specialist	SP5
Certified Occupational Therapy Assistant	SP5
Budget Analyst I	SP6
Educational Interpreter	SP8
Secretary to the Board of Education	SP8
Speech Language Pathology Assist	SP8
English Language Proficiency Examiner	T03
Health Screening Technician	T03
School Assistant	T03
Class Size Aide	T04
Teacher Assistant	T04
Title 1 Teaching Assistant	T04
Educational Assistant - Early Childhood	T06
Educational Assistant - Infant Nursery Program	T06
Educational Assistant - ELL	T06

Educational Assistant - Reg Ed	T06
Educational Assistant - SPED	T06
Educational Assistant - Title 1	T06
Title 1 ELL Educational Assistant	T06
Hall Monitor	T06
Study Hall Supervisor	T06
Translator (ESP)	T06
Family Center Team Leader	T10
Master Group Leader	T08
Community Liaison	T09
Community Liaison - Medicaid	T09
Community Liaison - ELL	T09