

Collective Bargaining Agreement



SEPTEMBER 1, 2019 – AUGUST 31, 2025

Preamble

THIS AGREEMENT is made and entered into by and between JEFFERSON COUNTY SCHOOL DISTRICT in the STATE of COLORADO and the JEFFCO EDUCATION SUPPORT PROFESSIONALS ASSOCIATION of JEFFERSON COUNTY SCHOOL DISTRICT this 1st day of September, 2019.

The success of an exceptional educational organization and the students it serves depends upon qualified staff dedicated to high standards, professional development, teamwork, and exemplary performance. Jeffco Public Schools and the JESPA commit to valuing employees, promoting positive morale, and demonstrating teamwork, integrity, fairness, and trust. The parties honor diversity, respect and civility among students, parents, citizens, and staff. Therefore, the parties will not discriminate against any person because of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.

The partnership between Jeffco Public Schools and the JESPA fosters open communication, consensus-building, consistency, ambition, creativity, and active involvement between administration and staff. We believe the best decisions are made in an environment that includes mutual trust, respect, understanding, cooperation and support.

The purpose of this Agreement is to set forth the wages, hours, terms, and conditions of employment for the Education Support Professionals of Jeffco Public Schools. Additionally, this Agreement defines the mutually agreed upon rights and duties of the parties and provides a structure of resolving conflicts at the lowest level.



Article 1

1 Definitions

- 1-1 "Board" refers to the Jefferson County School District Board of Education.
- 1-2 "Budget Year" means July 1 to June 30 of the following year.
- 1-3 "Confidential employees" refers to someone who assists and acts in a confidential capacity to manage personnel and has regular access to confidential information about future bargaining strategy or changes that the employer anticipates may result from collective bargaining.
- 1-4 "Continuous service period" means the uninterrupted period of employment commencing on the first day of compensable work for the District. Approved paid and unpaid leaves of absence shall not be considered an interruption.
- 1-5 "Day" shall mean a calendar day unless otherwise specified.
- 1-6 "Demotion" occurs when an employee is moved to a job in a lower salary grade, a change in job title, and a decrease in level of responsibility.
- 1-7 "Employee" includes all non-exempt, employees of the District working in the following departments or job classifications:

Facilities Management
Materials Management
Information Systems
Transportation
Risk Management
Food and Nutrition Service
School Safety

Paraprofessionals
Office Professionals
Health Aides
Instructional Tutors/Interpreters
Locker Room Aides
Special Education

Excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees and temporary employees. Other classifications considered employees shall include mutually agreed upon classifications by the District and Association as outlined in Article 3-1-5.

- 1-8 "Family member" includes: grandparents, father, father-in-law, mother, mother-in-law, spouse, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandchildren, relatives living in the immediate household of the employee, domestic and civil union partners, and other persons mutually agreed upon by HR Leaves and the employee.
- 1-9 "Good faith bargaining" refers to the duty of the parties to meet and negotiate at reasonable times with willingness to reach Agreement on matters within the scope of representation.
- 1-10 "Grievance" means a complaint by an Article 1-7 employee, or a complaint by the JESPA, alleging a violation, misinterpretation, or inequitable application of a provision of this Agreement.
- 1-11 "Hourly" refers to education support professionals whose workweek is determined by the school or department.
- 1-12 "Impasse" refers to a potential outcome of negotiations where a party declares that negotiations have become deadlocked and Agreement is unable to be reached.
- 1-13 "Involuntary transfer" occurs when management administratively directs the movement of an employee from one assignment to another assignment to fill a vacancy of an equivalent position.

- 1-14 The "JESPA" or "Association" refers to the Jeffco Education Support Professionals Association.
- 1-15 "Overtime" refers to hours worked in excess of forty (40) hours in a scheduled workweek.
- 1-16 "Probationary employee" refers to a newly hired employee who has not yet completed their probationary employment period.
- 1-17 "Promotion" means the upward advancement of an employee in the District. This includes a new job title, higher hourly pay rate, and an increase in responsibilities.
- 1-18 "Reduction in force" shall mean the termination of ten (10) or more employees in a department, or ten (10) percent of the employees in a department, whichever is the lesser, provided that four (4) or more employees are affected.
- 1-19 "Release time" is time off granted to employees from their ordinary work to participate in association activities. This time will be considered time worked for purposes of calculating sick leave.
- 1-20 "School District" or "District" refers to Jefferson County School District.
- 1-21 "Seniority" is measured by the continuous service period defined in Article 1-4.
- 1-22 "Temporary employees" are those assigned to a seasonal, variable, or non-routine schedule, or to a short-term time bound job not to exceed sixty (60) working days.
- 1-23 "Voluntary transfer" occurs when an employee applies and management consents to the administrative movement of an employee from one assignment to another assignment to fill a vacancy of an equivalent position.
- 1-24 "Workday" shall mean the regularly scheduled work day according to the districts days worked calendar for year round employees.
- 1-25 "Workweek" shall begin at 12:01 a.m. Sunday and continue through 12:00 midnight the following Saturday.
- 1-26 "Work year" refers to the period of time an employee is scheduled to work during a school or budget year. Work year is commonly divided between those education support professionals that are scheduled to work a 12-month work year and those scheduled to work less than a 12 month work year, i.e. a school year calendar.

Article 2

2 Organizational Rights

2-1 Association Rights

2-1-1 The Board recognizes the JESPA as the sole and exclusive bargaining agent for the Education Support Professionals employed by the district as identified in Article 1-7.

2-1-2 Dues Deductions

2-1-2-1 The District agrees to deduct from employees' salaries, dues for the JESPA as employees individually and voluntarily authorize, and to transmit the monies to the JESPA or its designated agent.

2-1-2-2 Each month the District will provide the JESPA with a list of those employees who have voluntarily authorized the District to deduct dues.

2-1-2-3 The JESPA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.

- 2-1-2-4 Dues deductions will be made in installments each month for which the *JESPA Authorization and Salary Deduction and Assignment Form* is in effect. The District will not be required to honor any authorizations that are delivered after the close of the monthly payroll cycle (15th day of each month).
- 2-1-3 Association Release Time
- 2-1-3-1 The District shall grant the JESPA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting. The JESPA will schedule its regular Executive Board meetings at times which will cause minimal workforce disruption.
- 2-1-3-2 Upon application to the office of Employee Relations, the District will grant up to four (4) hours per week to individuals identified by the JESPA for the purpose of grievance investigation upon mutual Agreement.
- 2-1-3-3 Upon application to the office of Employee Relations, the District may grant additional release time to individuals identified by the JESPA for the purpose of association business.
- 2-1-3-4 The JESPA shall give the office of Employee Relations a minimum of five (5) days advanced notice of its need for association release time.
- 2-1-3-5 The JESPA will reimburse the District for any release time identified in this article.
- 2-1-4 JESPA President
- 2-1-4-1 The District shall release the president of the JESPA from the president's regular assignment during their term of office. The president will be paid a full time, year round salary based upon the employee's last hourly rate unless another schedule or rate is mutually agreed to by the District and the JESPA.
- 2-1-4-2 The president's annual salary shall adjust in accordance with any negotiated compensation changes unless another arrangement is mutually agreed to by the District and the JESPA.
- 2-1-4-3 The JESPA shall reimburse the District for the president's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District.
- 2-1-4-4 The JESPA shall be responsible for monitoring the president's work, performance, and attendance. Consequently, the president will not be required to report time off to the District.
- 2-1-4-5 All District leave banks will be frozen at the time of release and shall be restored once and if the president resumes a District assignment.
- 2-1-4-6 The District will hold the released president's position for two (2) years. After two (2) years, the District will collaborate with the JESPA to find a mutually agreeable position at the end of the JESPA President's term.
- 2-1-4-7 Any vacation time accrued prior to the president's term will be retained and restored upon the end of their term.
- 2-1-5 Building and Department Representation
- 2-1-5-1 The JESPA shall have the right to a representative at each worksite. The JESPA shall designate its representative and any alternates in writing and shall provide the Employee Relations office with a master list by February 1 of each year during the term of this Agreement.

- 2-1-5-2 The representative shall have the right to schedule association meetings before or after working hours, where such meetings do not interfere with the normal duties of employees, except when the appropriate administrator determines approval cannot be granted.
- 2-1-5-3 The President of JESPA, designated JESPA staff and JESPA representatives have the right to visit schools/worksites. All visits will be coordinated with the principal/site administrator or their designee in advance, and all visits will be conducted in a manner that does not disrupt the educational or work process.
- 2-1-5-4 The District and the JESPA agree that it is important for employees to understand the terms of their employment as provided in this Agreement. Therefore, the JESPA will be provided an opportunity to present at department held meetings twice annually to inform staff of relevant Agreement terms. The JESPA will have at least fifteen (15) minutes to present.
- 2-1-5-5 No employee shall be singled out or discriminated against because of their involvement with the JESPA.
- 2-1-6 Use of District Facilities and Communication Services
- 2-1-6-1 The JESPA shall have the right to use District facilities for association meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The JESPA will have the right to place meeting notices in the Messenger at no charge.
- 2-1-6-2 The JESPA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes.
- 2-1-6-3 The JESPA shall have the right to deliver its materials through the school delivery service. The JESPA shall deliver bulk mailings to the central mailroom and sort the mail for delivery to each school and job site. In cases where volume may cause a delay in delivery, the District will notify the JESPA and a mutually agreed upon delivery date will be established.
- 2-1-6-4 The JESPA shall have the right to access electronic media to communicate with their membership. The District will not have to create additional e-mail addresses; the JESPA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.
- 2-1-6-5 As a courtesy, copies of department, school, or District wide materials shall be provided to the Communications office before distribution.
- 2-1-6-6 The JESPA shall have the right to review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file they wish to inspect.
- 2-1-7 Meet and Confer
- 2-1-7-1 District Policies and Regulations are maintained on-line and accessible to the JESPA. The District will provide copies of any proposed changes to Policies and/or Regulations to the JESPA when they are presented to Cabinet for a fifteen (15) day study.
- 2-1-7-2 The District agrees to meet and discuss with the Association any proposed changes in education support staffing ratios.
- 2-1-7-3 When the closing of an existing school, opening of a new school, or the creation of a Charter school could result in the termination, reduction of salary status, or relocation of

central or school-based employee, the JESPA and the District will develop mutually-acceptable procedures for dealing with such termination, reduction of salary status or relocation.

2-1-7-4 The District agrees to meet and discuss with the JESPA any proposed changes to department policies or handbooks to ensure compliance with this Agreement.

2-1-7-5 Any other provisions of this Agreement notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any controversy related to this Agreement or the performance of any part of this Agreement.

2-2 Retained Management Rights

2-2-1 This Agreement shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its functions or operations, or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

2-2-2 The authority of the District to hire, transfer, promote, assign or retain employees; to suspend, demote or discharge employees or take other disciplinary action for cause; to terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine job descriptions and classifications, and/or to determine practices and standards for hiring and promoting shall not be, and is not in any manner, impaired by or through the execution and performance of this Agreement.

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

2-2-3 Waivers

2-2-3-1 Pilot Programs

2-2-3-1-1 The District reserves the right to establish pilot programs for the purpose of experimenting with models that may better support student achievement or operational functions.

2-2-3-1-2 The District must notify the JESPA of any proposed pilot program in writing. The notice must include the reason for the pilot program, describe how success of the pilot program will be measured, and list any Agreement articles that will be impacted.

2-2-3-1-3 Pilot programs may not last longer than two (2) years. Any pilot program employment assignments will be administered in compliance with Article 4-8.

2-2-3-2 Innovation Waivers

2-2-3-2-1 [Article reserved for language to be develop during the summer of 2019. See Exhibit A]

2-2-4 Reduction in Force (RIF)

2-2-4-1 The District maintains the right to execute RIFs.

2-2-4-2 Procedures for determining which staff shall be reduced as a result of a RIF are outlined in Article 11.

2-2-5 Outsourcing

2-2-5-1 If the District ever considers outsourcing professional services to fulfill the work previously or currently performed by employees, the District will give the JESPA advanced

notice. The District will meet with the JESPA to explain the reason for the consideration and allow the JESPA to propose alternatives to outsourcing before the contract is finalized. For purpose of this Article, advanced notice shall mean at least 30 days prior to the issuance of a Request for Proposal (RFP).

2-2-5-2 In the case that the District proceeds to issue a RFP, the JESPA shall be issued a copy.

2-2-5-3 Outsourcing does not include time-limited contracts for professional services that the school District enters into due to an inability to find qualified candidates, the renewal of existing contracts, or for services related to an emergency or serious unforeseen circumstances.

2-2-5-4 In contracting for professional services, the district will make every effort to work with organizations who have demonstrated fair and equitable treatment of their employees.

Article 3

3 Agreement Authority and Bargaining Amendments

3-1 Authority and Interpretation

3-1-1 The term of this Agreement shall commence September 1, 2019, and shall expire at midnight on August 31, 2025, unless extended through the negotiations process outline in Article 3-2. During this term, the District and the JEPSA will carry out the commitments contained herein and give them full force and effect.

3-1-2 In case of any direct conflict between the express provisions of this Agreement and any Board or Department policy currently in effect and not incorporated in this Agreement, the provisions of this Agreement shall control.

3-1-3 In any matter not explicitly covered by this Agreement, Board or Department policy shall control.

3-1-4 This Agreement shall be interpreted to comply with the Constitution and laws of the United States and the State of Colorado. If any provision of this Agreement or any application of this Agreement to any employee is found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

3-1-5 No additions, waivers, deletions, modifications, changes or amendments to this Agreement shall be made during its life, except by mutual consent. Consent must be reduced to writing and signed by the approving parties; the Superintendent or their designee and the JESPA Executive Director or their designee.

3-2 Conducting Negotiations

3-2-1 All provisions of this Agreement pertaining to compensation and benefits will be subject to negotiations each year of the Agreement including, but not limited to, salary advances, cost of living allowances, employee health and welfare benefits, the District contribution towards those benefits, additional performance pay, additional coverage pay, outdoor lab pay, reclassifications, and sick leave payout.

3-2-2 The Board, through its designated representatives, shall meet with representatives of the JESPA and shall negotiate for the purpose of modifying this Agreement. In addition to compensation and benefits, each party to this Agreement shall have the option to submit two (2) items of their choice for negotiation, issues for mutual Agreement, and taskforce initiatives in 2020, 2021, 2022, 2023, and 2024.

3-2-3 Each negotiation team will not exceed ten (10) representatives excluding alternates.

3-2-4 Negotiations Timeline

3-2-4-1 Negotiation dates will be scheduled by September 15th of each year.

3-2-4-2 Proposals for negotiations will be communicated between the parties no later than two (2) weeks prior to the first scheduled negotiations session, except as set forth in Article 3-2-4-5 below.

3-2-4-3 Negotiations will be conducted at mutually agreed to times and places provided that the first meeting shall be held no later than March 1st of each year. The parties may extend the date of the first meeting by mutual consent.

3-2-4-4 The parties shall attempt to reach Agreement annually by May 31st. It shall be the duty of both parties to negotiate in a timely fashion and in good faith.

3-2-4-5 Written requests for negotiation of a successor Agreement may be submitted by either party to the other through their respective representatives. Written requests shall be submitted no later than September 15, 2024. Such requests will specify the subject matter to be considered and will include any subject or matter which either party deems important to the welfare of the education support professionals and/or the District. A written acknowledgment of the request will be made within ten (10) workdays of the receipt of the request. The District and the JESPA, through their designated representatives, shall meet and negotiate for the purpose of reaching Agreement.

3-2-5 Each year, the Board and the JESPA, through their representatives, shall jointly develop written procedures for negotiations in advanced of the first negotiations session.

3-2-6 During negotiations, the Board and the Association, through their representatives, will present relevant data, exchange interests, and present solutions. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

3-2-7 It is understood that any Agreement is tentative until agreement is reached on all items in negotiations.

3-2-8 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3-3 Adopting Agreements

3-3-1 Once a tentative Agreement has been reached on all items in negotiations, the Agreement will be reduced to writing and presented by the JESPA to its membership for ratification within thirty (30) days after the tentative Agreement is signed by a representative of each team. The JESPA shall have ten (10) working days from the date that the tentative Agreement was presented to its membership for ratification to advise the District in writing of the acceptance or non-acceptance of the tentative Agreement. Absence of a written reply within the allotted time shall constitute ratification.

3-3-2 Within thirty (30) workdays following ratification by the JESPA, the tentative Agreement shall be presented to the Board. The Board may vote to accept or reject the ratified tentative Agreement. If approved by a vote of the Board, the tentative Agreement shall become executed and any modifications to the master Agreement shall be made by September 1 of that year.

3-4 Impasse Resolution

3-4-1 Either party may declare impasse if no progress is being made on the items to be negotiated. Any issues still in dispute at the time of impasse will be submitted to mediation for the purpose of inducing the District and the JESPA, through their representatives, to reach a voluntary Agreement.

3-4-2 The parties shall select a mediator from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a mediator, the mediator shall be selected in the following manner:

3-4-2-1 As agreed upon before negotiations begin, or immediately after demand for or submission to mediation, the American Arbitration Association or the Judicial Arbitrators Group shall be requested to submit simultaneously to each party an identical list of five (5) persons experienced in mediation of educational matters. Within five (5) workdays of receipt of the list, each party shall strike any names to which it objects, numbering the remaining names in order of its preference, and exchange the list with the other party. If a party does not exchange the list within the time specified, all persons named therein shall be deemed acceptable to that party.

3-4-2-2 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the parties shall select a mediator.

3-4-2-3 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such list of names, the American Arbitration Association or Judicial Arbitrator Group shall appoint a mediator from its other members without submitting additional lists.

3-5 Conducting Mediation

3-5-1 The mediator will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law.

3-5-2 The mediator will meet with the District and the JESPA, through their representatives, either separately or together, to mediate the disputes.

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

3-5-4 The costs of mediator services, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the JESPA.

3-6 Conducting Fact Finding

3-6-1 The parties shall select a fact finder from available sources, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to jointly agree upon a fact finder, the fact finder shall be selected in the same manner as set forth in Article 3-4-2.

3-6-2 The fact-finder will have the authority to hold meetings, make procedural rules, and set the dates and times for meetings, which will be conducted in closed sessions, except as required by law. The fact-finder will produce a report containing the findings of fact and recommendations within twenty (20) workdays of the final meeting. Findings of fact and recommendations are non-binding on the Board of Education.

3-6-3 Within five (5) workdays after receiving the fact-finding report, the parties will meet to discuss the report. Public release of the report may be made any time after the conclusion of such meeting.

3-6-4 The respective parties shall take official action on the report of the fact-finder no later than thirty (30) workdays after the meeting described in Article 4-5-3.

3-6-5 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the JESPA.

3-6-6 Either party may request that an official transcript of all or part of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting a transcript shall pay the costs thereof.

3-6-7 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

3-7 Maintenance of Status Quo

3-7-1 Provided the parties have begun the impasse resolution procedures set forth above prior to midnight on August 31, 2025, the terms and provisions of this Agreement shall remain in full force and effect until either: (1) the parties enter into a successor Agreement, or (2) the parties complete the impasse resolution procedures and the Board acts pursuant to Article 3-6-4, whichever occurs first.

Article 4

4 Work Assignments

4-1 Position Advertising

4-1-1 The District shall post announcements of intent to fill all new or existent non-temporary positions declared vacant by the District.

4-1-2 Job advertisements will contain the following information: position title, pay grade, location of the position, closing date, and job application instructions.

4-1-3 The official posting period shall be at least five (5) workdays.

4-1-4 The District may post pooled positions for high turnover and high volume jobs that require continual recruiting.

4-1-5 The object of the posting and application process is to select the best-qualified candidate for the position.

4-2 Voluntary and Involuntary Administrative Transfers

4-2-1 The District may administratively transfer employees into a vacant position without following posting procedures. Administrative transfers may not be used to promote an employee.

4-2-2 Employees may request to be voluntarily transferred into a vacant position. In cases where there are multiple requests to be transferred into one vacant position, administration should consider posting the vacancy in accordance with Article 4-1.

4-2-3 In cases of involuntary administrative transfers, the impacted employee will be advised of the proposed transfer by the employee's appropriate administrator, and the JESPA will be advised by Human Resources of the same.

4-2-4 In cases of where more than one vacancy will be filled by administrative transfers, the transferring authority should solicit employee input as to if they desire one location over another. If multiple employees are impacted, input should be considered in order of seniority.

4-2-5 If JESPA determines the reasons for an administrative transfer are arbitrary or capricious, the JESPA shall have the option of referring the matter to the grievance procedure of Article 12.

4-3 Application Process

4-3-1 Employees who desire a vacant position must apply for the open position on the Jeffco Job Board per posting procedures.

4-3-2 If an employee is screened out of consideration, Human Resources or the hiring manager should notify the applicant prior to holding interviews.

4-4 Selection Process

- 4-4-1 Departments and schools should compose a selection committee to evaluate and select the best qualified candidate. Selection committees should be composed of at least 3 members, one of which is a JESPA employee as provided by Article 1-7.
- 4-4-2 The selection committee will determine the tools to be used for the selection process. Tools may include: resumes, interviews, written tests, practical tests, work simulations, reference checks, and other generally accepted selection tools.
- 4-4-3 In all cases, the selection tools chosen will be applied uniformly and fairly to all candidates.
- 4-4-4 Final selection will be based on the selection committee's assessment of each applicant's qualifications against the selection criteria they develop. At a minimum, the selection criteria will include:
 - A. Requirements of the advertised position;
 - B. Qualifications of the applicant;
 - C. Applicant's past job-related performance and overall work history, and
 - D. Applicant's ability to adjust to the situational requirements of the advertised position and to deal effectively with peers, other staff members, students, supervisors, and the public.
- 4-4-5 Final selection decisions will be made using a numeric point-based matrix, which will incorporate all of the selection tools used by the selection committee. Documentation from each of the selection tools used will be retained by the hiring manager in accordance with District policy. Selection decisions may be subject to review by Human Resources and the JESPA to ensure selections are based on a fair and consistent evaluation of all applicant's qualifications against the selection criteria.
- 4-4-6 Assuming no meaningful difference between top applicants, internal candidates will be the preferred choice over an external candidate. Assuming no meaningful difference between only internal applicants, final selection will be based on the greatest amount of continuous job-related service in the District.
- 4-4-7 The selection committee will notify those final candidates who are not selected for the posted position before the selection is announced. Upon request, the employee will be informed as to why they were not selected or how they may improve their application in the future.

4-5 Probationary Period

- 4-5-1 Newly hired employees will be considered probationary until they have completed sixty (60) working days with the District.
- 4-5-2 Considering the input of the direct supervisor, if the employee's performance is determined to be satisfactory at the end of the probationary period the employee will be removed from newly hired probationary status.
- 4-5-3 Considering the input of the direct supervisor, if the employee's performance is determined to be less than satisfactory at the end of the probationary period, the employee's probation period may be extended by up to an additional sixty (60) working days to demonstrate satisfactory performance.
- 4-5-4 Probationary employees are not entitled to the 'just cause' provisions of Article 10-1-3.

4-6 Duties Assigned

- 4-6-1 Employees shall not be assigned duties that are clearly unrelated to their job descriptions.

- 4-6-2 When changes are made to an employee's written job description, the employee will be notified by their direct supervisor.
- 4-6-3 When changes to an employee's job description require training, that training will be provided to the employee by the District before the new job function can be used to evaluate the employee.
- 4-6-4 An employee who is assigned and assumes the full duties and responsibilities of a higher classification will be paid appropriately in accordance with Article 6-8.
- 4-6-5 Employees selected or assigned to lead positions such as Facilitator, Facility Manager, Field Coordinator, Food Service Prep Manager, Group Leader, Head Custodian, Transportation Supervisor, and Lead Person will, in addition to their normal duties, be responsible for assigning, evaluating and assisting the appropriate supervisor in grievance resolution. A lead person's assistance in grievance resolution will only be required when the lead person is directly involved. Such lead persons may also be required to make recommendations in cases of selection and discipline. Nothing in this agreement shall be construed in a manner that would remove the aforesaid employees from the present bargaining unit.
- 4-7 Failure to Maintain Qualifications
 - 4-7-1 It is the employee's responsibility to ensure they maintain the requisite education, licensures, and endorsements. If at any time an employee fails to hold the requisite qualifications the employee will be given at least thirty (30) days to reacquire the necessary qualifications.
 - 4-7-2 During this thirty (30) day makeup period an employee may be removed from work and placed on unpaid leave or demoted to a lower classification while they work to secure the necessary qualifications.
 - 4-7-3 If an employee is required to attend District related functions or training to reacquire the necessary qualification, the employee will be paid at their normal rate of pay.
 - 4-7-4 Ultimately, if an employee fails to secure the requisite job qualifications, the employee may be disqualified from their position and either transferred, demoted, or terminated.
- 4-8 Pilot Program Assignments
 - 4-8-1 After notification, District declared pilot program position(s) will be posted within the department. The general specifics, i.e., salary grade, length of pilot, intent of pilot, etc., will be included in the posting. Selection to fill pilot positions will be made from among department employees.
 - 4-8-2 If the District determines a pilot is a success, employees in pilot positions will be retained in those positions. If the District determines a pilot is unsuccessful, employees employed in pilot positions will be returned to the employee's previous position as soon as practicable.

Article 5

5 Attendance

5-1 General Expectations

- 5-1-1 The District and the JESPA believe that our ESP's provide excellent services that are essential for the functioning and development of our educational system. Therefore, it is the responsibility for all employees to punctually report to work fit to perform their job duties.
- 5-1-2 Department and school administration are responsible for developing and communicating to their employees the expected work schedule which includes but is not limited to: work days, work hours, call-in procedures, break times, time reporting expectations, and what behavior is deemed tardy.

- 5-1-3 Employees who are unable to attend work for part or all of their scheduled work shift, will have their absence excused if the reason for the absence is covered by a type of leave identified in Article 8 and the employee gives appropriate advanced notice of the absence.
- 5-1-4 Unexcused absences include but are not limited to when an employee fails to show up for an assigned shift for an uncovered purpose or when an employee fails to give notice of an absence for a covered purpose. Unexcused absences may be recorded as leave without pay and may subject the employee to corrective action.
- 5-1-5 Failure to provide any notice, unless in cases of exigent circumstances, for three (3) or more days will be considered job abandonment and may subject an employee to termination.
- 5-2 Fitness for Duty
 - 5-2-1 An employee is fit for duty when they are physically and psychologically able to perform their job duties in a safe, secure, productive, and effective manner for the totality of their shift. Employees are responsible for assessing their fitness to perform work and seeking medical advice when appropriate. Failure to report to work fit to perform may result in corrective action or a referral for a fitness evaluation.
 - 5-2-2 To ensure staff are fit to perform their job, the District reserves the right to submit employees to physical examinations, psychological assessments, and drug testing as necessary which may occur during the workday. Provided the employee goes to a physician, clinic, or testing site designated by the District, the examinations will be without cost to the employee.
 - 5-2-3 Upon advanced notice to the employee, the employee can be required to furnish proof of illness as verified by a written statement from a medical professional. Generally, medical notes should be requested when absences extend for more than three (3) consecutive days or in cases of suspected abuse.
 - 5-2-4 Employees deemed unfit may utilize leave as necessary, may request reasonable accommodations that would enable them to return to work and perform the essential functions of their job, or may be terminated as a result of being determined unfit.
- 5-3 Paid Rest Breaks and Unpaid Meal Breaks
 - 5-3-1 Employees who work six (6) or less hours are entitled to take one (1) fifteen (15) minute, paid break during the work day. Employees who work more than six (6) hours are entitled to take two (2) fifteen (15) minute, paid breaks during the work day. These paid breaks should be taken at a time least disruptive to the employee's work duties and may be scheduled by administration.
 - 5-3-2 Particular work schedules may include an unpaid meal break as a portion of the work day as determined by the supervisor. Employees who are required to take an unpaid meal break are entitled to take their break duty-free for a minimum of thirty (30) minutes.
 - 5-3-3 When a supervisor or school administrator directs or authorizes an employee to work during the meal break, the employee will be paid for the time worked.
- 5-4 Holidays
 - 5-4-1 Employees will receive a number of paid holidays as provided in Appendix C.
- 5-5 Compensatory Time
 - 5-5-1 Employees who are authorized to work more than forty (40) hours per week may be offered compensatory time in lieu of overtime. While compensatory time may be offered by administration, the employee must accept or decline compensatory time off.
 - 5-5-2 Compensatory time off will be granted at one and one-half (1.5) times the number of overtime hours worked.

5-5-3 Generally, it is encouraged that compensatory time off be taken during the pay period in which it is earned. However, the employee and administrator may mutually agree to bank the time for later use. All compensatory time off must be used within the current budget year. If scheduling conflicts prevent its use, the employee must be paid for any unused compensatory time off as provided in Article 6-5.

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

5-6 Paraprofessional Work Schedules and Hour Changes

5-6-1 Any days in excess of student contact days and the paid holidays referenced in Appendix C may be assigned at the discretion of the principal.

5-6-2 In instances where the number of employees or hours in a school is changed, the following will occur: employees will be increased in descending order of seniority or reduced in ascending order of seniority keeping in mind job site needs and the skills, training, evaluations and experience of the employee.

5-6-3 In instances where an employee is terminated as a result of hour reductions, the District will assist the employee in securing an open position for which they are qualified.

6 Compensation

6-1 Placement, Annual Advancement, and Longevity Pay

6-1-1 A new employee coming from recent similar employment will be placed on the appropriate step by the hiring manager and Human Resources up to Step 4 based upon qualifications and experience. Placement above Step 4 for unique experience must be approved by a Human Resources Director not to exceed Step 6.

6-1-2 Employees who are rehired within thirty-six (36) months of leaving District employment will have all previously earned and accrued benefits and privileges restored. Such employees will not be deemed to have suffered a break in continuous service, as defined in Article 1-4, and years of continuous service earned prior to leaving the District's employee shall be credited towards the career increments.

6-1-3 The anniversary date for employees is August 16. Contingent upon annual negotiations, an employee will advance to the next step on the salary schedule on August 16 if hired before April 1.

6-1-4 When an employee is promoted to a higher classification that requires basically the same skills and abilities, the employee will be placed on the same step in the new grade as the employee held just prior to the promotion.

6-1-5 When an employee is promoted from one position to another of a higher grade which requires substantially different skills and abilities, the employee's pay in the new position will be set at a step which assures at least the equivalent of a one-step increase, but no lower than step two on the appropriate grade of the salary schedule.

6-1-6 Promotion pay increases will be based on the employee's hourly rate. Employees will have the opportunity to negotiate more than a 1 step increase based on previous experience. The office of Human Resources, in consultation with the appropriate administrator filling the position, will make the determination.

6-1-7 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the eighth (8th) step of the salary schedule will receive an increase of 3.5 percent of the eighth (8th) step as a career increment on August 16 during their tenth (10th) year of continuous service. An employee hired after April 1 and who is on the eighth (8th) step of the salary schedule will receive

an increase of 3.5 percent of the eighth (8th) step as a career increment on August 16 after completion of their tenth (10th) year of continuous service.

6-1-8 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the eleventh (11th) step of the salary schedule will receive an increase of 3.5 percent of the eleventh (11th) step as a career increment on August 16 during their fifteenth (15th) year of continuous service. An employee hired after April 1 and who is on the eleventh (11th) step of the salary schedule will receive an increase of 3.5 percent of the eleventh (11th) step as a career increment on August 16 after completion of their fifteenth (15th) year of continuous service.

6-1-9 Contingent upon annual negotiations, an employee hired on or before April 1 and who is on the sixteenth (16th) step of the salary schedule will receive an increase of 3.5 percent of the sixteenth (16th) step as a career increment on August 16 during their twentieth (20th) year of continuous service. An employee hired after April 1 and who is on the sixteenth (16th) step of the salary schedule will receive an increase of 3.5 percent of the sixteenth (16th) step as a career increment on August 16 after completion of their twentieth (20th) year of continuous service.

6-2 Reclassification

6-2-1 If the JESPA believes a position needs to be reclassified, they will submit supporting data to Human Resources. A written explanation for the acceptance or rejection of a reclassification request will be provided to the JESPA within ninety (90) working days.

6-2-2 Should the JESPA not be satisfied with the response given by Human Resources, the JESPA may appeal the matter to the Chief Human Resources Officer whose decision will be final.

6-2-3 Should the District audit a job position, employees affected will be notified and allowed to submit any data which they feel should be considered as part of the audit.

6-3 Premium Pay

Transportation Mechanics, Facilities Maintenance, and Small Engine employees will earn \$16.50 premium pay per hour when required to remove snow and ice and do sanding operation or lend support to snow removal at a time which is different from their regularly scheduled work time.

6-4 Overtime

6-4-1 All overtime hours must be approved in advance by the designated administrator. An employee may be assigned involuntary overtime duties in case of emergency or upon adequate notice.

6-4-2 Overtime will be considered as all hours worked in excess of forty (40) hours in a scheduled workweek. All overtime hours must be approved in advance by the designated administrator.

6-4-3 Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate.

6-4-4 During the term of this Agreement, holidays, snow closure days, compensation time, paid leave, and canceled workdays will be credited as time worked for the purpose of computing overtime.

6-5 Compensatory Time Pay Out

6-5-1 As described in Article 5-5, employees are encouraged to utilize compensatory time within the same pay period it is accrued. Nevertheless, accrued compensatory time not taken by mid-June will be paid out to the employee.

6-6 Call-in Pay

6-6-1 Employees called in on an emergency shall receive a minimum of three (3) hours pay and be paid round-trip mileage, in accordance with Article 6-7, if the work is outside of, and not continuous with, their regular workday.

- 6-6-2 Hourly employees who are requested by the District to report to work will receive a minimum of three (3) hours pay at their regular rate. Call-in pay for hourly employees scheduled to work four (4) hours or less should be two (2) hours.
- 6-6-3 Food Service Managers who are scheduled to work on a non-scheduled workday will receive a minimum of two (2) hours pay for Monday through Friday and a minimum of three (3) hours pay for Saturday, Sunday, and Holidays.
- 6-7 Mileage
- 6-7-1 Employees traveling on school business, using their own automobiles, will be paid at the approved District rate. The use of a private automobile must be approved by the employee's supervisor.
- 6-8 Higher Classification Pay
- 6-8-1 An employee who is assigned and assumes the full duties and responsibilities of a higher classification will be retroactively paid from the first day at the rate of the higher classification and will be paid during the entire period of time the employee discharges the duties of the higher classification.
- 6-9 Pay During Canceled Work Days
- 6-9-1 During the term of this Agreement, if the District cancels an employee's workday, the affected employee shall be paid at their regular rate of pay for that day as if they had worked on that day. If the District schedules a make-up day, no additional pay will be granted; and any employee not reporting for duty will be docked a normal workday's pay.
- 6-9-2 Employees who report to their regularly scheduled workday and then are told to cease work by their immediate supervisor will receive a minimum of three (3) hours pay at their regular rate.
- 6-10 Aid and Restitution
- 6-10-1 If an employee is assaulted, complained against, or sued by a third party as a result of acting within the scope of employment, the District will advise and render necessary aid to the employee.
- 6-10-2 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the employee the cost of repair or the reasonable replacement cost of such property.
- The District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500.00.
- The District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500.00.
- The District will pay the insurance deductible up to \$500.00 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment when the theft or vandalism occurred.
- 6-10-3 To receive restitution for the reasons stated in Article 6-10-2, damaged or stolen items must be reported promptly by the employee to the immediate supervisor or school administrator.
- 6-11 Tool Replacement
- 6-11-1 The District shall replace employee-owned tools lost or stolen on District property or broken or worn-out during the workday up to the following amounts per employee per annum:

Transportation Mechanics will receive \$1,280.00, Facilities Maintenance will receive \$250.00, and Small Engines will receive \$800.00.

6-11-2 To qualify for replacement, tools must be required for the employee to perform their job, the tool must be listed on the employee's inventory, the desired replacement tool must be available on the District's bid list unless otherwise approved by the supervisor, and the employee must have demonstrated reasonable care for the tool to be replaced.

6-11-3 If an employee needs tools that are not on the original inventory, and the employee demonstrates the need for the tool(s) to the satisfaction of the supervisor, the tool allowance may be used to purchase the tools.

6-12 Uniforms and Protective Clothing

6-12-1 The District will continue to provide and replace t-shirts for Support Services and provide uniforms for transportation mechanics.

6-12-2 The District will provide \$35,000 annually to eligible custodial staff for purposes of purchasing protective clothing.

6-12-3 The District will provide and replace protective clothing to sections or crews as identified by the District. Protective clothing replacement will be for normal wear or damage caused through no fault of the employee.

Article 7

7 Benefits

7-1 Benefit programs under this Agreement for full-time employees include (those regularly scheduled to work 30 or more hours per week):

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

7-2 Benefit programs under this Agreement for part-time employees who are regularly scheduled for 20 to less than 30 hours per week include:

- Dental Insurance
- Vision Insurance
- Employer-paid basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance
- Dependent care flexible spending account

7-3 Part-time employees, who are regularly scheduled for 25 to less than 30 hours per workweek, shall also be provided employer-paid long-term disability benefits.

7-4 The District will provide a monthly employer contribution of \$529.00 to offset the cost of enrollment in a District medical insurance plan and a monthly contribution of \$10 to offset the cost of enrollment in a District dental plan.

7-5 For the 2019-2020 plan year, employees enrolled in the employee only, Kaiser High-Deductible health plan will receive a monthly employer contribution of \$30 to a HSA. The employee must be enrolled in a HSA with the district vendor to receive the contribution.

7-6 Short-Term Disability Insurance (STD)

- 7-6-1 STD benefits will replace 60% of the employee's daily rate of pay. The remaining 40% of the employee's pay will be deducted from the employee's sick leave or paid leave accrual allowing the employee to maintain the benefit of full pay status until their leave banks are depleted.
- 7-6-2 Any employee who is not approved for PERA disability benefits, who has accrued sick leave still available, and cannot return to work at the conclusion of the short term disability period will be allowed to exhaust their paid sick leave accrual at 100% for no longer than twenty-four (24) months. The District will maintain the employee's benefits until the accrued leave is exhausted. The District will not guarantee the employee a job in the event of full recovery.
- 7-6-3 Grandfathered sick leave bank hours will be used first for an approved STD and family leave of more than seven (7) consecutive days.

7-7 Long-Term Disability Insurance (LTD)

- 7-7-1 When an employee applies for and is eligible to receive LTD, the employee will utilize available accrued sick leave and STD disability benefits to carry the employee's regular salary until the LTD would apply.
- 7-7-2 There is a ninety (90) day waiting period from the date of disability until LTD insurance becomes effective.

Article 8

8 Leaves of Absences

8-1 Statutory Leaves

- 8-1-1 Jeffco Schools provides numerous leaves that are required by both state and federal law. These include, but are not limited to, job protected leave to military members and their families, leave for jury duty, leave to vote, leave for those that have been the victims of domestic abuse, and up to twelve (12) weeks of job protected leave to eligible employees for qualifying family and personal medical reasons (FMLA).
- 8-1-2 Any statutory leave entitlement will run concurrent to any additional leave provided by this contract.

8-2 Paid Sick Leave (*excludes paraprofessionals and health aides*)

- 8-2-1 Employees may use accumulated paid sick leave for any personal illness or illness of a family member as defined in Article 1-8.
- 8-2-2 Upon advanced notice to the employee, the employee can be required to furnish proof of illness as verified by a written statement from a medical professional. Generally, medical notes should be requested when absences extend for more than three (3) consecutive days or in cases of suspected abuse.
- 8-2-3 In cases when an employee knows about the need for leave in advance, the employee must give their supervisor at least thirty (30) days advanced notice of the need to take leave.
- 8-2-4 Sick leave usage in excess of seven (7) consecutive days to care for an ill family member as defined in Article 1-6 requires application for Family Medical Leave through the Office of Employee Leaves.
- 8-2-5 Sick leave usage for personal illness greater than seven (7) consecutive days requires application to and approval from the short-term disability (STD) carrier. Upon approval, the employee will receive supplemental STD benefits and any eligible FMLA.

- 8-2-6 Employees may elect to utilize sick leave at 100% in lieu of STD benefits provided the employee's paid sick leave balance covers the anticipated duration of the leave. In this scenario, the employee must still have an approved claim as determined by the STD carrier, and must submit a written request to the Employee Leaves Manager.
- 8-2-7 Employees absent from work due to a personal or family illness will retain job protection for the duration of their approved FMLA period or an approved STD claim period, whichever is longer.
- 8-2-8 Employees unable to return to work at the conclusion of the short-term disability period may have access to additional job protected leave on a case-by-case basis.
- 8-2-9 Upon termination of employment, accrued sick leave hours will be added to accrued personal leave hours and paid to eligible employees per Appendix B.
- 8-3 Paid Personal Leave (*excludes paraprofessionals and health aides*)
 - 8-3-1 Employees are entitled to use their two annually accrued personal leave days each year for any reason. Employees must give no less than twenty-four (24) hours prior written notification to their immediate supervisor, except in cases of emergency. Employees do not have to provide the reason for the absence and utilization is not subject to supervisor approval.
 - 8-3-2 To utilize more than two (2) paid person leave days in a budget year, supervisor approval must be received. Employees must submit their request to their supervisor five (5) days prior to the absence, except in cases of emergency. (Appendix F)
 - 8-3-3 In no event shall personal leave be taken during the initial probationary period.
 - 8-3-4 Upon termination of employment, accumulated personal leave hours will be added to accumulated sick leave hours and paid to eligible employees per Appendix B.
- 8-4 Paid Vacation
 - 8-4-1 Employees are expected to take vacations at times which will cause the least interruption to District operations and in compliance with department procedures. Requests for vacation are subject to approval by the employee supervisor. Once a vacation is approved, approval cannot be revoked by a supervisor but may be canceled by the employee.
 - 8-4-2 In cases where multiple employees apply for vacation and not all can be approved, length of service within the District will determine the priority for approving individual vacations.
 - 8-4-3 Upon termination of employment, accrued vacation will be reimbursed for any unused vacation time at the employee's regular rate of pay.
- 8-5 Paid Leave
 - 8-5-1 Paraprofessionals and Health Aides will accrue paid leave in accordance with Appendix A.
 - 8-5-2 Prior notice will be given of intent to use paid leave except in cases of emergency. Assuming appropriate notice, no employee shall be denied the right to use paid leave for personal or family illness, bereavement or personal business.
 - 8-5-3 Upon termination of employment, accumulated paid leave hours will be paid to eligible employees per Appendix B.
- 8-6 Bereavement Leave (*excludes paraprofessionals and health aides*)
 - 8-6-1 Employees may be granted up to four (4) days of bereavement leave for death of an immediate family member. In those cases where out-of-state travel is necessary, the employee may be granted up to six (6) days of bereavement leave.
 - 8-6-2 A report of bereavement leave shall be made to the immediate supervisor as soon as practicable.

8-6-3 The first two (2) days of bereavement leave shall be with full pay, and any additional days shall be charged against accrued sick or personal leave, whichever the employee elects. If an employee has neither sick nor personal leave balances available, the days may be taken unpaid.

8-7 Judicial Leave

8-7-1 Employees summoned for jury duty, subpoenaed to give testimony in court, or required to appear in court or at hearings in connection with the performance of their duties as a Jeffco Schools employee, will be granted judicial leave with pay for such time as is required by the summons or subpoena. Judicial leave will not be approved in instances that arise out of employee's misconduct or otherwise wholly personal matters.

8-7-2 To be approved for judicial leave, a copy of the jury duty certificate of juror service or subpoena must be given to the supervisor.

8-8 Childcare Leave

8-8-1 An employee who does not physically give birth to a child, is eligible for two (2) weeks of paid leave to receive or care for a child. The leave shall be charged against the employee's accrued sick or personal leave balances.

8-8-2 Any new parent, is entitled to take unpaid leave following a paid leave period for up to one (1) calendar year. The unpaid leave shall not be considered an interruption in service.

8-8-3 If the employee is not covered by a FMLA leave, the employee will be assigned to the first available position for which the employee is qualified at the conclusion of an unpaid childcare leave.

8-9 Approved Unpaid Leave

8-9-1 Unpaid leaves of absence may be approved for other uncovered purposes or when an employee lacks sufficient leave accruals to cover their absence.

8-9-2 Requests for unpaid leave must be submitted by the employee to their supervisor for approval as soon as practicable. The request will identify the reason the leave is needed and the expected duration of the leave. See Appendix F.

8-9-3 Employees who return from an approved unpaid leave within sixty (60) days will be returned to their same position. Employees whose approved unpaid leave extends beyond sixty (60) days will be assigned to the first available position for which the employee is qualified.

Article 9

9 Annual Evaluations

9-1 The JESPA and the District are committed to ensuring that ESPs receive regular training to support their work and appropriate interactions with students. The fundamental responsibility for ensuring employees have the skills they need is vested at the department level; and consequently, department administration is encouraged to ensure sufficient funds are budgeted to provide accurate, adequate training to their employees. Departments are encouraged to collaboratively determine training needs and to consider on-line training, train-the-trainer opportunities, early release days, and other cost effective approaches.

9-2 Both parties recognize the purposes of a performance evaluation are to help employees understand their strengths and weaknesses and to encourage meaningful discussion between employees and their supervisors regarding areas of common concern with an aim towards improvement and growth.

9-3 To the extent feasible and practicable, each individual evaluation report should reflect the combined evaluation, judgment, and review of both the immediate supervisor and the administrator immediately

associated with the employee being rated. Evaluations for school based employees should be delivered by May 1st of each year.

- 9-4 The evaluation must be based on actual events or situations. The reasons for unsatisfactory markings must be described in writing and will include suggestions for corrective measures and the time available for correction. Attendance will only be part of an employee's evaluation if documented through the disciplinary process.
- 9-5 Employees have a right to review material made a part of their personnel record. Additionally, any employees have the right to respond in writing to any matter made a part of the employee's personnel record and have that response included in their personnel record.
- 9-6 Evaluation Appeals
 - 9-6-1 Where pay or eligibility for promotions or transfers is negatively impacted, an employee who disagrees with an overall rating or individual marking can appeal that rating to a panel composed of the reviewer's immediate supervisor, a representative from Employee Relations and a representative from the JESPA. Appeals must be submitted to Employee Relations within thirty-five (35) working days for the evaluated employee.
 - 9-6-2 The panel will be responsible for reviewing the evaluation process and rating. Based on their assessment, they will have the authority to make appropriate modifications in the performance appraisal.
 - 9-6-3 The provisions set forth in Article 9 shall not be subject to the grievance procedure.

Article 10

10 Corrective Action

10-1 Due Process and Just Cause

- 10-1-1 Employees are entitled to due process and just cause whenever the District exercises its right to discipline or discharge employees.
- 10-1-2 Due Process includes the following rights:
 - 10-1-2-1 Reply: the right to confront and discuss the grounds for potential discipline in a fact-finding meeting before the decision to issue discipline is made.
 - 10-1-2-2 Notice: the right to be notified of a corrective action or adverse evaluation meeting two (2) work days prior to holding the meeting. While keeping in mind considerations of retaliation or sabotage, employees should be told of the meeting topic so they can prepare.
 - 10-1-2-3 Representation: the right to have a JESPA representative in attendance at a fact-finding meeting or any meeting when corrective action or an adverse evaluation is delivered. When an employee has had adequate notice and time to arrange for representation, the administrator will not be obligated to allow the employee to stop a meeting to seek representation.
 - 10-1-2-4 Appeal: the right to grieve adverse action as outlined in Article 12.
- 10-1-3 Just Cause includes the following rights:
 - 10-1-3-1 Adequate Warning: employees will be informed of the rules and policies that may result in corrective action.
 - 10-1-3-2 Reasonable Rules: rules and policies must not be arbitrary, capricious or discriminatory.

10-1-3-3 Investigation: prior to issuing corrective action, administration shall conduct a fair, consistent, and thorough investigation in order to determine whether the employee did in fact violate or disobey a rule or policy.

10-1-3-4 Proof: the greater weight of the evidence shall support proof of infraction.

10-1-3-5 Equal Treatment: all rules, policies and penalties will be applied evenhandedly without discrimination.

10-1-3-6 Penalties: the corrective action administered shall adhere to progressive process outlined in Article 10.

10-2 Performance Management

10-2-1 The District and the JESPA recognize the importance of having a competent staff to support the education of students. Subsequently, the District is committed to providing employees with the necessary job training to enable those employees to meet performance expectations and standards.

10-2-2 While employees are expected to know and adhere to District behavior and performance standards, the District recognizes the benefit of continuous performance feedback and coaching to ensure standards are met.

10-2-3 The formal performance management process will include the following steps:

Letter of Direction/Evaluation Documentation: When informal feedback is ineffective in bettering performance, the deficiencies shall be documented in a Letter of Direction or in an employee's evaluation.

Performance Improvement Plan: If an employee's performance continues to be deficient after receiving a Letter of Direction or unsatisfactory evaluation ratings, a Performance Improvement Plan (PIP) shall be issued to the employee as soon as possible and outline a timeline for expected improvement. At the end of that time, the plan can be extended if expectations are not being met.

The PIP will be developed with direct input from the employee, will track improvement, and will provide regular feedback regarding the particular standard performance deficiencies.

Demotion or termination: Employees that do not show sufficient improvement after the execution of a PIP may be terminated or demoted to a vacant position in which the deficient skills are not required.

10-2-4 Promotional Exception to Progressive Performance Management

10-2-4-1 In the event a promoted employee's performance is not satisfactory within the first sixty (60) working days of their new position, the employee may be demoted to an available position with a rate of pay equal to that which they held prior to the promotion.

10-2-4-2 This assignment shall continue until the employee's pre-promotional position becomes vacant. Once a pre-promotional position is available, the employee shall be administratively transferred into the vacancy.

10-3 Employee Misconduct

10-3-1 The District recognizes the benefit of a progressive disciplinary process and will exercise this process where applicable. In considering appropriate discipline, management should consider the severity of the offense as well as the number and recency of prior offenses. The procedure for progressive discipline will include the following steps:

First instance of misconduct: Written reprimand stating specific deficiencies and indicating timelines for improvement, where appropriate.

Second instance of misconduct: Suspension without pay, demotion, or final written warning.

Third instance of misconduct: Termination.

10-3-2 In cases of intentional violation of District policy or commission of a felony, the employee is subject to immediate discharge.

10-3-3 The District may suspend, demote or discharge an employee for willful abuse of leave benefits or misuse of a firearm.

10-4 General

10-4-1 All discipline, including termination, may be subject to the grievance process.

10-4-2 Because misconduct may detrimentally impact performance, the progressive processes outlined in this article shall not be construed to be mutually exclusive.

10-4-3 An employee may petition their supervisor after a period of time to have a corrective action step deemed stale for purposes of progressive discipline.

10-4-4 Any employee who is brought before the administration to answer charges, or the grievant in a grievance hearing, or any employee receiving an evaluation or performance growth plan, will be paid at the employee's regular rate for the time required to attend the meeting.

Article 11

11 Reductions in Force (*excludes paraprofessionals and health aides*)

11-1 When the District makes a reduction in force, it shall first notify the JESPA that it has decided to do so. The District will inform the JESPA of the number of employees to be reduced within each department or school. Within ten (10) days of the notification, representatives of the District and the JESPA will meet to discuss the reduction in force, including, but not limited to, alternatives to a reduction in force, notification, effective date of the reduction in force, number of employees in the department affected, etc.

11-1-1 The District, in considering those employees being reduced, will consider the following standards in the following order:

- A. Newly hired probationary employees will be reduced first;
- B. Job performance;
- C. Years of current and past related experience in the affected job classification(s) within the District;
- D. Interchangeability of skills as demonstrated while an employee of the District; and
- E. When the foregoing is substantially equal, the employee with the least amount of continuous service in the District will be reduced.

11-2 The District will make every effort to place an employee recommended for reduction in an open position within the District for which the employee is qualified, as determined by the District. The employee will be placed on the step and grade of the salary schedule commensurate with the new position.

11-3 Reduced personnel who wish to be considered for reemployment will provide written notification to Human Resources within ten (10) working days of their layoff. Such written notice will include where they may be contacted by telephone, U.S. mail, or email.

- 11-3-1 When a vacancy occurs in a category which has suffered a reduction in force, a letter of intent to reemploy shall be sent to the employee. The same standards set forth in Article 11-1-1 will be considered for reemployment.
- 11-3-2 An employee who is offered reemployment will have five (5) days after notification to accept or reject the offer. If the offer of reemployment is rejected, the employee will forfeit the rights described in Article 11-3.
- 11-3-3 Individuals will be maintained on the reemployment list for one (1) year after their date of separation.

Article 12

12 Grievances

- 12-1 The purpose of the grievance procedure is to provide a fair, formal and expeditious manner of resolving differences as to any matter contained in this Agreement. To that end, employees are encouraged to first attempt to informally resolve their concerns with their direct administrator before initiating a grievance.

The grievance process shall not be utilized to resolve complaints of alleged sexual harassment or discrimination. Instead these concerns should be filed in accordance with District Policy GBAA, Harassment of Employees.

- 12-2 Procedure

- 12-2-1 Step One – Department Level Grievance

In order to initiate Step One, the employee must submit a Step One grievance form no later than ten (10) workdays after the incident to the appropriate department administrator (director level or above unless mutually agreed with the JESPA). A meeting to resolve the grievance will occur within five (5) workdays.

The employee and the administrator will attempt to resolve the issue and may present or consider all available evidence at the meeting.

At the conclusion of the grievance meeting, the administrator authorized to conduct this meeting shall respond to the employee within five (5) workdays responding to the issue(s) discussed and any resolution(s) reached. Copies of this decision shall be transmitted to the office of Employee Relations, the JESPA, and the grievant.

- 12-2-2 Step Two – District Level Grievance

If a satisfactory resolution of the issue is not reached at Step One, the JESPA may initiate a Step Two Grievance with the office of Employee Relations by filing a Step Two Grievance form within ten (10) workdays after receiving the Step One decision. The JESPA may also directly file a Step Two Grievance if the grievance concerns a class of employees or the issue affects the JESPA's representative status. Direct filings must occur within twenty (20) workdays of the alleged offense. In the event of an ongoing situation, a grievance must be filed when the JESPA is made aware of the issue.

A designated District administrator (director level or above unless mutually agreed with the JESPA) will serve as the review officer at Step Two. Upon receipt of a properly completed and timely written request, Employee Relations will schedule a Step Two Review within five (5) working days and hold the review within twenty (20) workdays after receipt of the a Step Two request form.

The District shall tender all relevant evidence in plans to present at the Step Two review to JESPA no later than five (5) days before the scheduled Step 2 meeting. At the Step Two review meeting,

the review officer will consider all documentation and evidence submitted with the Step Two request, the District rebuttal evidence, will hear arguments presented by representatives for both parties, and will have the opportunity to ask questions of the parties. Neither party will be permitted to present new issues at the review meeting, unless mutually agreed to by the parties.

The review officer will furnish the JESPA and District with a written copy of their decision within five (5) workdays after the review meeting was held. The review officer may be granted an extension for good cause by making a request of both the office of Employee Relations and the JESPA. The JESPA may elect to proceed to Step Three in the event a copy of the written decision is not furnished to the JESPA within five (5) workdays.

12-2-3 Step Three –Arbitration

If the grievance is not resolved at Step Two, a demand for Arbitration will be transmitted in writing by the JESPA to the office of Employee Relations, within twenty (20) workdays after the JESPA receives the Step Two decision.

The office of Employee Relations and the JESPA will agree to a list of five (5) potential arbitrators within five (5) workdays of the arbitration demand. If the parties are unable to agree to a list of five (5) potential arbitrators within the specified timeframe, the party demanding arbitration may request such a list from the American Arbitration Association (AAA), the cost of which will be shared equally among the parties. Within five (5) workdays of agreeing to or receiving the list of potential arbitrators, the parties will strike names to arrive at the arbitrator who will hear the case. The party bearing the burden of persuasion in the arbitration will strike first, followed by the other party, until only one name remains. Within three (3) workdays of selecting an arbitrator, the parties will contact the arbitrator to schedule the hearing. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue recommendations and findings to both the District and the JESPA. The arbitrator is encouraged to issue recommendations and findings within twenty-one (21) days from the conclusion of the hearing.

Within five (5) workdays after receipt of the arbitrator's decision, the District and the JESPA will schedule a meeting to discuss the decision. No public release of information may be made until after such meeting. The Board shall take official action on the decision of the arbitrator within thirty (30) days of the discussion meeting.

Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel and subsistence expenses, shall be shared equally by the District and the JESPA. All deadlines may be extended by mutual Agreement.

12-3 General

12-3-1 Grievance timelines may be extended by mutual Agreement of the parties.

12-3-2 Any employee may represent themselves or be represented by the JESPA at any step of the grievance process and administration may be represented or accompanied by another representative of the administration. However, a grievant may not be represented by anyone other than a designated JESPA representative. The JESPA shall have the right to be present and to state its view at any step of the grievance process.

12-3-3 When it is necessary for a JESPA representative to attend a meeting, which occurs during the workday, the representative(s) shall, with prior approval from the District, receive such release time as is actually necessary for attendance at such meeting or hearing. The cost of release time to represent an employee will be covered by the District.

12-3-4 The parties will expeditiously make available to each other any data, in their possession, regarding the grieved act upon written request.

- 12-3-5 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any employee, any JESPA representative, or any other participant in the grievance process.
- 12-3-6 No written or printed material dealing with the processing or disposition of a grievance will, at any time, become part of the official personnel files of the grievant or any other employee involved in a grievance.
- 12-3-7 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, for grievance processing and other necessary documents, will be jointly prepared and distributed.

Article 13

13 Transportation

- 13-1 Additional training or refresher courses required to be taken by drivers/assistants will be compensated at the employee's regular hourly rate.
- 13-2 Route Changes
 - 13-2-1 When a route increases in time by two and one half hours (2.5) or more per week, it will be posted for re-bid within the terminal. If the employee holding the route is the successful applicant, their guaranteed bid time will be increased. Should the employee be displaced, they will be expected to bid on future route postings and to accept assigned work up to their previous guaranteed bid time for the duration of the school year.
 - 13-2-2 Posting of increased routes may be delayed from the start of the school year until October 1 and for up to ten (10) working days after a route increases to allow time for stabilization and evaluation of changes.
 - 13-2-3 When a route decreases in time, it will not be re-bid. The employee will maintain original guaranteed bid time and proration time. Additional work will be offered to the employee to compensate for decreased time. Concerted efforts will be made to offer work that falls approximately within the same time frame of the original route time within the standard operational time of the terminal.
 - 13-2-4 Work offered must be within the typical duties of the employee's classification. Refusal to accept work may be reason to reduce an employee's guaranteed bid time.
- 13-3 The District will continue to employ a minimum of twelve (12) utility driver positions at thirty-seven and one-half (37.5) hours per week. Additional utility driver positions will be at thirty (30) hours per week.
- 13-4 Transportation Employee/Administrator Liaison Committee:
 - 13-4-1 During the term of this Agreement, employees will elect a Liaison Committee for each terminal. The Committee will consist of the terminal Director and three (3) transportation employees, one (1) selected by the JESPA and two (2) selected by the employees. The Transportation Director has the option to appoint one (1) additional employee as deemed appropriate.
 - 13-4-2 The Committee will meet a minimum of three (3) times during the school year: September, January and May. Either the Transportation Director or the Committee may request additional meetings which will be held during the school year.
 - 13-4-3 Employees selected to serve on the Liaison Committee will be paid at their regular rate of pay for at least one (1) hour for each Liaison Committee meeting. However, each member will be expected to conduct Liaison Committee activities on their own time in addition to paid time.

- 13-4-4 The time and place of all meetings will be determined by the Transportation Director after consultation with the Liaison Committee. Results of the meetings will be transmitted to the JESPA.
- 13-5 Extra duty boards will be available and posted at each terminal to allow employees to voluntarily sign up for any extra duty. Extra duty will be assigned based on seniority on a weekly rotational basis.
- 13-6 Special Trips
- 13-6-1 Drivers on overnight specials trips will receive a minimum of eight (8) hours pay for each day away from home. The sponsoring agency will pay necessary and reasonable expenses of the driver while on overnight special trips.
- 13-6-2 Employee compensation for special trips canceled after the employee has reported to the job site will be handled in accordance with Article 6-6, Call-in Pay, when the special trip is scheduled to begin more than one (1) hour beyond the driver's regularly scheduled clock-out time.
- 13-6-3 Employee compensation for special trips scheduled on Saturday, Sunday, or holidays and subsequently canceled without the required advance notice, will be three (3) hours pay at the employee's regular hourly rate.
- 13-6-4 The District agrees to maintain uniform, District-wide special-trip and over-the-road procedures.
- 13-7 Full-time regular school bus drivers and school bus assistants who work for the District a minimum of two hundred and twenty-eight weekdays (228) and fifteen hundred (1,500) hours during a twelve (12) month period commencing August 16th each year, will accrue forty (40) hours vacation time.
- 13-8 Bidding seniority is not restored under previously earned and accrued benefits and privileges that are restored under Article 6-1-2 of the Agreement.
- 13-9 Vacant positions for school bus drivers and school bus assistants will not be advertised as described in Article 4-1. Vacant route positions will be posted for three (3) days within the bus terminals and bid according to seniority. If no qualified regular employee bids for a vacancy, it may be awarded to a substitute employee based upon the applicants' scores on the final selection criteria.

Leave Accrual Table

	Sick Leave	Personal Leave	Paid Leave	Vacation	Bereavement
<i>Prorated, year-round employees</i>	1 workday for each month of service	2 days per calendar year	N/A	1-4 years = 10 workdays 5-9 years = 15 workdays 10+ years = 20 workdays	Two days paid and up to 4 days unpaid per death
<i>Food Service Prep Managers</i>	9-eight hour workdays per school year	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Bus Drivers and assistants</i>	9- eight hour workdays per school year	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Hourly employees</i>	1 hour for every twenty hours worked	2 days per calendar year	N/A	N/A	Two days paid and up to 4 days unpaid per death
<i>Paraprofessionals and Health Aides</i>	N/A	N/A	One hour for every twenty (20) hours of service rendered.	N/A	N/A

Accrual details and Caps:

Sick leave is accumulated without limit from year to year. Sick leave does not accrue if an employee is on an approved leave for more than half of a pay period.

Employees shall be allowed to accumulate unused personal leave days from year to year without limit.

Paid leave accumulates without limit from year to year.

Bereavement leave is granted in the case of a death in the family and does not accumulate over time.

Effective September 1, 2007, four (4) hour, two hundred and sixty (260) day employees are entitled to accrue four (4) hour vacation days at the same rate of accrual per year as full-time employees.

The maximum amount of accumulated unused vacation days, at any time, shall be twice the annual allowable vacation.

For the purpose of vacation accrual rate computation, any employee who is hired into a twelve-month position which entitles them to vacation accrual will be credited for months worked as a regular employee.

Sick, Personal, and Paid Leave Payouts

Sick & Personal Leave Payout Formulas

Upon retirement, employees will be compensated for unused sick and personal leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be retiring from active employment. Years of service will be calculated by totaling all the time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued sick and personal leave hours up to a maximum of six hundred and sixty (660) hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

On September 1, 2007, any employee with sick leave and personal leave accruals greater than six hundred and sixty (660) hours shall have the excess hours identified in a grandfather bank. Upon retirement, hours in the grandfather bank will be paid according to the employee's base salary as of September 1, 2007. This base salary will be adjusted annually on September 1 by the lesser of the annual negotiated COLA or the Colorado Finance Act (CPI). The actual payout upon retirement will be the number of hours in the grandfather bank, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the adjusted base salary as of September 1, 2007.

Paid Leave Payout Formulas

Upon separation, employees will be compensated for unused paid leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be separating from active employment. Years of service will be calculated by totaling all time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued paid leave hours up to a maximum of 660 hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

Paid Holiday Table

	Year Round Employee	School-Based Employee	Bus Drivers and Bus Assistants	Paraprofessionals and Health Aids
<i>New Year's Day</i>	X	X	X	X
<i>Martin Luther King Day</i>	X			
<i>President's Day</i>	X	X	X	X
<i>Memorial Day</i>	X	X	X	X
<i>Independence Day</i>	X			
<i>Labor Day</i>	X	X	X	X
<i>Thanksgiving</i>	X	X	X	X
<i>Friday after Thanksgiving</i>	X			
<i>Christmas Day</i>	X	X	X	X

Ratification