

RESOLUTION 2020 – 51
COLORADO SPRINGS SCHOOL DISTRICT 11
MEET AND CONFER FOR
EDUCATION SUPPORT PROFESSIONALS

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

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

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

The following is a general description of the changes to the wage, benefit and other employment provisions set forth in the Education Support Professionals’ (ESP) Handbook applicable to ESP employees of the District. The changes described herein will be effective for the period beginning July 1, 2020 and ending June 30, 2021 (the “Term”). Unless the Board expressly modifies the changes described herein, these changes shall continue in effect, from month to month, after the end of the Term. Except as otherwise expressly provided herein, or to the extent otherwise inconsistent with the provisions of this Resolution, all compensation and other employment provisions set forth in the Education Support Professionals’ Handbook and resulting Meet and Confer resolutions related thereto in effect on June 30, 2020, will continue.

1. COMPENSATION

- Effective for the 2020-2021 fiscal year, Education Support Professional employees will receive one-step movement on the step system. This is approximately equal to a two percent (2%) increase.
- Effective for the 2020-2021 fiscal year, the District will implement a minimum wage increase to \$12.23/hour for any positions below this hourly amount.
- The District will continue to contribute the employer share of the insurance premium at seventy-five percent (75%) for the employee only coverage effective with the February 1, 2021 paycheck.
- This District will contribute the employer share of the insurance premium at seventy percent (70%) for the employee + spouse coverage, employee + children coverage, and family coverage effective with the February 1, 2021 paycheck.

- Effective for the 2020 - 2021 fiscal year, the District will adopt one unpaid furlough day for the school calendar year.
- The District will continue to contribute the employer share of PERA.

2. HANDBOOK CHANGES

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

ARTICLE 1. RECOGNITION

No changes

ARTICLE 2. EMPLOYMENT DEFINITIONS

No changes

ARTICLE 3. WORKING CONDITIONS AND SCHEDULES

No changes

ARTICLE 4. PAY ADMINISTRATION

4.1.3 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. **The new salary rate shall not be less than a three (3) percent increase.**
 - c. When an employee promotes to a higher position, the salary will be based on the employees' new pay grade, **the type of role to which they are transferring**, years of relevant service experience, **updated current** 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.~~ **upon the first day of the new assignment.**
3. An employee who demotes pay grade(s) shall be placed on the ~~new~~ **ESP salary schedule** grade based on **the new position.** **Employees who opt for a voluntary transfer or demotion within the same job family will not lose any experience steps. The step placement for employee who opt for a voluntary transfer or demotion to a different job family will be determined by the** 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 **that is the** resulting from a demotion to a lower pay grade position due to ~~(e.g. unsatisfactory work performance and/or misconduct)~~, the lower level salary is **effective** ~~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 **due to** ~~(e.g. reclassification or restructuring)~~, the lower level salary reduction should occur 60 workdays following the transfer.
3. An employee who involuntary transfers **or demotes pay grade(s)** shall be placed on the ~~new~~ **ESP salary schedule** grade based on **the new position.** **Employees who receive an involuntary transfer or demotion to a lower pay grade within the same job family due to reclassification and/or a restructure will not lose any experience steps. The step placement for employees who involuntary transfer or demotes for any other reason will be determined by the** 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.

4.4 OVERTIME

- 4.4.4 Overtime pay is calculated as one-and-one-half times the employee's base rate of pay and will be paid to the ESP (non-exempt) employee when work is performed in excess of 40 hours in a work week. The 40-hour threshold is

based on actual hours worked in the work week. If the employee works in more than one position, his/her overtime rate of pay is calculated based upon the type of role he/she is in and the extra duties that cause the weekly hours to exceed 40 hours worked in a workweek. ~~must be based on a recalculated base rate.~~

4.11 FURLOUGH

Notwithstanding the above or any articles that are contrary to this subsection, effective beginning with Fiscal year 2020-2021, all regularly employed ESP employees will receive a reduction of a compensable day equivalent to one (1) day. The furlough day will be without pay and the employee will not complete any type of work on this day. The financial impact of the furlough day is to be spread evenly over 12 paychecks, or as applicable for employees that are paid on a different pay cycle.

An ESP employee that begins employment after 7/1/20, such employee will be subject to a payroll reduction of a compensable day equivalent to one (1) day, however, the payroll deduction will be distributed over the remaining pay periods appropriately.

For Food Services employees only (excluding 260 day employees), shall not have a furlough day deduction since they are only paid for actual days worked. However, the school calendar year will be shortened which will automatically reduce their number of days worked by the one (1) furlough day.

ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION

5.1 HEALTH

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

Effective with the February 1, 2021 paycheck, the District shall pay seventy-five percent (75%) of the EPO premium for the Employee Only coverage and seventy percent (70%) for all other premium tiers of the plan (employee + spouse, employee + child(ren), and family). Employees are not required to carry health insurance through the District.

ARTICLE 6. EMPLOYEE EVALUATIONS

6.1 MID-YEAR REVIEWS & YEARLY EVALUATIONS

ESP will participate in a mid-year review and an end of year evaluation. Mid-year evaluations will be held for the purpose of engaging in professional conversations focused on the progress of the employee's professional growth plan, job performance and supporting the employee as appropriate. Mid-year and yearly evaluations are designed to be a collaborative and collegial process between the employee and their Supervising Administrator. This time is meant to allow for open dialog to discuss areas of strength, potential opportunities, means for growth, and a time to identify any needs and support.

6.2 PROFESSIONAL GROWTH PLANS & S.M.A.R.T GOALS

Employees will create a yearly growth plan. The purpose is to set goals that align with the Strategic Plan and empower employees to be lifelong learners.

~~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.~~

6.3 PURPOSE

The purpose of the Performance Evaluation System for Education Support Professionals is to have a collaborative, fair, equitable and comprehensive evaluation tool to measure staff performance and effectiveness, encourage employee growth, and increase student achievement through high performance of all staff.

6.4 GOAL

The goal is to have an evaluation system that is fair and equitable, adequate, relevant, reliable, valid and practical, and should meet any legal requirements. Employee performance evaluations should encourage communication between the Supervising Administrator (evaluating supervisor) and the employee, and it should provide opportunities for setting directions for the future. Both the evaluating supervisor and the employee should participate in the process, in which is ongoing and involves individual growth as well as accountability.

~~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.~~

6.5 OBJECTIVES

The objectives of the Performance Evaluation System are for Education Support Professionals to provide the highest quality of support services for District 11's students, staff and community. The Performance Evaluation System is designed to:

- Promote and improve communication between the employee and the evaluating supervisor.

- Provide insight and feedback regarding the employee’s performance, including areas of strength, opportunities for growth and need for improvement.
- Ensure that consistent procedures are used for the evaluation of all employees.
- Serve as a measurement for an individual’s performance.

6.36.6 TIMELINES

~~The job performance of all ESP employees will be evaluated formally once each fiscal year.~~

ESP employees will create a Professional Growth plan at the beginning of the school year. ESP employees will participate in a Mid-year evaluation every year no later than January 31st. An employee’s job performance will be evaluated formally once each fiscal year no later than May for less than year-round employees and no later than June for year-round employees. 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 can be found on the Education Support Professionals ESP Council or Human Resources’ websites.

~~6.3.1~~ **6.6.1** 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~~ **6.6.2** Pursuant to Article 2.3.1, an employee will not be required to serve an 89-day trial period when the employee is rehired into the same job family. When an employee is rehired into the District within 180 calendar days into a new job family, an employee will be required to serve a new 89-day trial period.

~~6.3.3~~ **6.6.3** 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.

ARTICLE 7. DISCIPLINARY AND/OR CORRECTIVE ACTION

No changes

ARTICLE 8. SEPARATION

No changes

ARTICLE 9. STAFF REDUCTIONS

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.~~ **If the employee secures a position within 180 calendar days, as referenced in Article 2.3.1 and Article 8.2, he/she will regain their seniority status minus any calendar days not employed by the District. The employee will also regain his/her previous accrual rates and balances for sick leave, personal leave and vacation leave accrual at the time of separation. The**

employee will not be required to serve an 89-day trial period when the employee is hired into the same job family. When an employee is rehired into the District within 180 calendar days into a new job family, an employee will be required to serve a new 89-day trial period.

ARTICLE 10. POSTING AND ADVERTISING OF SUPPORT STAFF VACANCIES

No changes

ARTICLE 11. DISCRIMINATION, HARASSMENT AND BULLYING

No changes

ARTICLE 12. GRIEVANCE PROCEDURES

No changes

ARTICLE 13. SICK LEAVE

No changes

ARTICLE 14. OTHER LEAVES

14.5 LEGAL/JURY SERVICE DUTY

Jury Service 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 employees are not required to “make-up” their shift if they are called for Jury Service. An employee considered “night” personnel as reference in Article 4.3.1, will not be required to work their shift in addition to being called for Jury Service.**

ESP shall either receive District pay or Jury Duty pay for jury service. If employees choose **district pay – Jury/Court Duty (code 050), the employee will turn over any payment received for such service to the Fiscal Services Department, and no deduction will be made. However, if the employee chooses to keep their juror pay, they are required to notify Human Resources Leave Specialist 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 **using Jury/Court Duty (code 050)**. 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.

ARTICLE 15. TUITION REIMBURSEMENT

No changes

ARTICLE 16. RETIREMENT

No changes

ARTICLE 17. GENERAL PROVISIONS

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

A. District/School Closings

If the District or schools are closed due to inclement weather or emergency closures, employees are not required to report to work. Regular status budgeted employees will receive compensation for all scheduled hours missed due to a district or school closure. Compensation is his/her hourly rate of pay for the hours the employee was scheduled to work. Essential ~~Personnel~~ **Employees** 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~~ **regularly scheduled hours** when the schools or the District is closed. (Paid District closure hours will be considered hours worked for purposes of overtime calculation as referenced in Article 4.4.1). 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 or District is closed.) An employee on an approved leave of absence with Human Resources of more than five (5) consecutive days will be charged for the designated absences and will not receive an inclement weather day.

B. Late Starts

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, or vacation leave 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, and/or vacation leave 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, and/or vacation leave 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.

C. Early Releases and Closures

In the event that the District/school closes after the employee's regularly scheduled worktime, the employee shall be excused for the remainder of their scheduled day. If designated as an Essential Employee, they may be required to stay at work for a specific amount of time or task by their Supervising Administrator. Employees will receive compensation for all regularly scheduled hours in the event of an early release or closure.

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 2020 – 2021 Meet and Confer between the Education Support Professionals (ESP) and the District this 24th day of June 2020.

BOARD OF EDUCATION

Shawn Gullixson, President

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