

RESOLUTION 2016 – 40
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, be it

Resolved, that the Board of Education of the District hereby adopts the policies set forth below.

The following is a general description of the changes to the wage, benefit and other employment policies applicable to ESP employees of the District. The changes described herein will be effective for the period beginning July 1, 2016 and ending June 30, 2017 (the “Term”). Unless the Board of Education of the District expressly modifies the policies described herein, these changes and policies shall continue in effect, from month to month, after the end of the Term. Except as otherwise expressly provided herein, or to the extent otherwise inconsistent with the provisions of this resolution, all benefit, compensation and other employment policies of the ESP Policy and Procedure Handbook (the “ESP Handbook”) and resulting Meet and Confer resolutions related thereto in effect on June 30, 2016, will continue.

1. COMPENSATION

- Effective for the 2016 - 2017 fiscal year Education Support Professional employees will receive one step movement on the step system. This is equal to a two (2) percent increase.
- The District will pay all Education Support Professionals a one percent (1%) one-time, non-recurring payment in the fall semester during the 2016-2017 school year.
- Effective July 1, 2016, the District continues to contribute to the employer share of PERA.
- Insurance premiums will be funded.
- PERA increases will be funded.

2. HANDBOOK CHANGES

The following is a summary of the proposed changes to the ESP Handbook. By this Resolution, The Board of Education 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

3.5.1 STAFF MEETINGS

Any ESP employee who attends a staff meeting outside of the his/her regular work schedule must be paid for the time whether the staff meeting was voluntary or not. Compensation will be his/her hourly rate of pay for the time attended. The time will be paid for as straight time unless the staff meeting causes the employee to go into overtime goes into overtime of 40 hours for that employee, at which point the overtime will be paid at time one and one-half. Employees who are eligible to earn overtime can choose to be paid for his/her time or earn as compensatory time. It is the ESP employee's decision whether to receive or earn compensatory time.

3.9 RECESS DUTY/LUNCH DUTY/BEFORE & AFTER SCHOOL COVERAGE

- a. ESP staff who are scheduled or requested to provide recess duty coverage will be provided with the appropriate tools to ensure safety for students and staff. This will include but is not limited to: outside access to the building via keys and/or Sonitrol cards and a communication device for emergency communication. It is recommended that a minimum of 2 staff members provide group coverage at any given time with the ability to adjust additional staff based on need.
- b. ESP staff who are scheduled or requested to provide lunch duty coverage will be provided with the appropriate tools to ensure safety. It is recommended that a minimum of 2 staff members provide group coverage at any given time with the ability to adjust additional staff based on need.
- c. Before and after school coverage will follow the same guidelines as referenced in Article 4.3.4. Temporary Class coverage.

ARTICLE 4. PAY ADMINISTRATION

4.3.2 CROSSING GUARD COVERAGE

Crossing Guard coverage requires current certified training. Should it be necessary for an employee who was not hired as a crossing guard, and is currently certified, to cover a Crossing Guard's duties, compensation he/she will be paid his/her regular hourly rate of pay, and in addition the employee will receive at the regular Crossing Guard hourly rate in addition to his/her regular salary. Employees who provide this coverage are not required to work additional time to make up lost time in his/her regular position due to covering the Crossing Guard duties. If a trained Crossing Guard is not available, the Security Office needs to be notified by the building Administration.

4.3.5.1 OUT OF CLASS PAY

1. ESP are eligible to receive additional compensation when acting in a higher-level Education Support Professional position for more than five (5) ten (10) workdays consecutively. Compensation will be his /her hourly rate of pay, and in addition the employee will receive an additional ten percent (10%) of their current rate of pay for each hour worked in the higher level position. The rate of this compensation shall be ten percent (10%) of the employee's current hourly rate of pay, or minimum of the pay range for the position covered, whichever is higher. The Department of Human Resources shall

be responsible for determining the rate of pay upon receipt of written notification from the Supervisor.

2. ~~Except that, e~~ Effective December 1, 1998, food service employees are eligible to receive additional compensation when acting in a higher-level position beginning the first day in the acting position when it is done for an entire shift. This is not included in circumstances that require for partial coverage for the day on an hourly basis and the pay is granted when the entire shift is covered. The higher level of pay would be equal to the acting employee's current hourly rate plus the difference between the minimum hourly rate of the different job grades. (e.g. A general assistant acting as an Elementary Kitchen Manager would make the additional difference in the rates of pay per hour).
3. ESP who provide coverage when a certified substitute is not available will follow the guidelines as referenced in Article 4.3.3 Emergency Substitute.
4. ESP may be eligible to receive additional compensation when acting in a higher-level Executive Professional position for more than five (5) workdays with prior approval by the Superintendent. In the event that there is an extended leave by the Executive Professional, the Superintendent/designee will work with the appropriate division head and supervising administrator to create a department coverage plan and compensation for the ESP for the term of the leave and will communicate with the ESP Council President or designee.

4.3.7 RELIEF DRIVERS AND TRAINERS IN TRANSPORTATION shall receive an additional \$0.40 per hour differential ~~when performing the relief driver and/or trainer functions.~~

4.3.8 OVERTIME/COMPENSATION TIME

Should it be necessary for ~~an~~ a nonexempt employee to work ~~beyond his/her regularly scheduled hours~~ in excess of 40 hours in a work week, the employee shall be compensated as the Fair Labor Standard Act requires. All ESP (non-exempt) employees shall record all time worked.

4.4.1 "Hours worked" is defined as all time during which an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Paid holiday hours and paid ~~district~~ District closure hours will be considered hours worked for purposes of overtime calculation. Unpaid holiday hours, unpaid ~~district~~ District closure hours, vacation and sick time hours will not be considered hours worked. "Supervisor" is defined as a Principal or Professional/Administrator at the manager level or above, or others designated in writing by a Division Head. "Overtime" is defined as any work performed in excess of 40 hours in one work week. The established workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on Saturday.

4.4.2 ~~When an employee earns~~ Prior to working any overtime, the employee ~~may~~ must choose whether to take it as ~~receive~~ receive overtime pay or as compensatory time in lieu of overtime pay (so long as the employee is ~~does not ever exceed~~ does not exceed the ~~max comp~~ maximum compensatory time balance of 60 hours as referenced in section 4.4.3). If the employee fails to choose between overtime pay and compensatory time prior to working overtime, the employee will receive overtime pay. An employee may not

change his/her mind after making his/her choice between overtime pay and compensatory time.

Overtime pay is calculated as one-and-one-half times of 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 one-a work week. The 40 hour threshold is based on actual hours worked in the week-work week. If the employee works in more than one position when earning overtime, the, his/her overtime rate of pay must be based on a recalculated base rate.

- 4.4.3** Compensatory time off may be taken in lieu of overtime compensation at a rate of not less than one and one-half hours for each hour worked in excess of forty (40) hours in a workweek.

~~Compensatory time begins accruing on January 1 of each calendar year and must be used by December 31 of that same calendar year. Compensatory time earned in the fall semester of a school year must be used by the end of the spring semester of the same school year, or by the following June 30th, whichever occurs later. Compensatory time earned in the spring semester or summer must be used by the end of the fall semester of the following school year, or by December 31st, whichever occurs later. NO~~ No more than sixty (60) hours of compensatory time may can be accrued at any one time—in any fiscal year (July 1 – June 30). If the employee fails to utilize his/her accrued compensatory time by the end of the following semester (*i.e.* by June 30th or December 31st as applicable), the employee will receive overtime pay at the straight time rate of pay in lieu of the accrued compensatory time. (Because compensatory time accrues at one-and-one-half times the number of hours the employee works in excess of 40 hours in a workweek, the District will pay the employee straight time for each hour of compensatory time that was accrued and is unused).

~~Any compensatory time not used by December 31 of the calendar year in which it was accrued will be paid out at the straight time hourly rate. Upon termination or resignation, any compensatory time balance is payable to the ESP (non-exempt) employee on the—in his/her final paycheck—at the straight time hourly rate (compensatory time was calculated at one and on-half at the time of accrual).~~

~~A mutual agreement will be made between the Supervisor—The supervising administrator and the employee regarding the time to use the—must mutually agree as to when the employee may use any accrued compensatory time. In the event mutual agreement cannot be reached, the situation will be reviewed and decided by the Executive Director of Human Resources or designee.~~

4.4.4 FLEX TIME

Any Education Support Professional (ESP) may utilize flex time, within the defined seven (7) day workweek. Flex time cannot be carried over across multiple weeks.

Flex time is a variable schedule and must be approved by the employee's immediate supervisor prior to "flexing" their schedule.

- For example, an employee's normal schedule is 8:00 a.m. to 5:00 p.m. With supervisor approval, the employee can come in early at 7:30 a.m. and then flex his/her time and leave at 4:30 a.m. that same day.
- Or, an employee's normal schedule is 7:00 a.m. to 3:00 p.m. With supervisor approval, the employee works until 5:00 p.m. The employee can then use that flex time on a separate day within the same designated workweek to work from 7:00 a.m. to 1:00 p.m.

4.4.5 TIME REPORTING

All employees must maintain a monthly time sheet. At the conclusion of each pay period, employees must sign the time sheet and submit it to their supervisor for approval.

These records are used to calculate ~~employees~~ **employee** pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees should contact their supervisors with any questions about how their pay is calculated.

Nonexempt employees must take a full uninterrupted thirty (30) minute lunch period. Notify your supervisor immediately, if your lunch is shorter than thirty (30) minutes or if your lunch is interrupted by work.

4.5.1 JOB RECLASSIFICATION COMMITTEE

- f. The Job Reclassification Committee will meet **3 times per year (October, January, and April)** ~~once per semester (fall and spring)~~ to discharge its official duties.

4.5.2 JOB RECLASSIFICATION PROCESS

- e. Job descriptions and any supporting documentation will be sent to the Job Evaluation Committee fifteen (15) days in advance of the meeting for the Job Evaluation Committee's review prior to the meeting. **An email communication will be sent to all ESP employees and hiring managers at the beginning and middle of the school year discussing the reclassification process. This communication will include pertinent information about the procedures and the timelines to request a reclassification.**

4.9 REQUIRED JOB SPECIFIC TRAININGS, LICENSURE, AND CERTIFICATION

An ESP employee will receive his/her hourly rate of pay for all time worked outside of his/her regularly scheduled hours to attend any pre-approved work required training programs related to the employee's job and/or position. If this should cause the employee to go into overtime the employee will be compensated as referenced in Article 4.4.

ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION

5.5 SHORT TERM DISABILITY INSURANCE

The District shall provide short term disability coverage for its full-time benefit eligible_employees. Participation is voluntary and except as provided herein, the

premium for such coverage shall be borne one hundred percent (100%) by the employee. **Short term disability benefits will begin once the employee has exhausted all paid leave (use of vacation time is optional) or 15 days from the last day worked, whichever is greater.**

5.6 LONG TERM DISABILITY INSURANCE

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

ARTICLE 6. EMPLOYEE EVALUATIONS

No changes

ARTICLE 7. DISCIPLINARY AND/OR CORRECTIVE ACTION

No changes

ARTICLE 8. SEPARATION

No changes

ARTICLE 9. STAFF REDUCTIONS

No changes

ARTICLE 10. POSTING AND ADVERTISING OF SUPPORT STAFF VACANCIES

No changes

ARTICLE 11. DISCRIMINATION, HARASSMENT AND BULLYING

No changes

ARTICLE 12. GRIEVANCE PROCEDURES

No changes

ARTICLE 13. SICK LEAVE

No changes

ARTICLE 14. OTHER LEAVES

14.4 VACATION

Twelve-month employees shall be granted vacation leave initially based upon the date of hire for the first year. ~~Vacation days for twelve-month employees will not be available until 90 workdays have been completed.~~ Employees who do not begin their 260-day work year employment on July 1 will have vacation hours pro-rated based on date of hire the first work year. Following the first full year of employment, vacation will be granted on July 1 of each year. Vacation may be taken at times approved by the employee's Supervising Administrator. ESP employees may submit an appeal to the Executive Director of Human Resources for vacation requests that have been denied by their Supervising Administrator.

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

0 to 5 years of service	10 days	80.00 hours	6.67 hours per month
6 to 14 years of service	15 days	120 hours	10 hours per month
15 plus years of service	20 days	160 hours	13.34 hours per month
After 5 th year service	11 days	88.00 hours	7.34 hours per month
After 6 th year service	12 days	96.00 hours	8.00 hours per month
After 7 th year service	13 days	104.00 hours	8.67 hours per month
After 8 th year service	14 days	112.00 hours	9.34 hours per month
After 9 th year service	15 days	120.00 hours	10.00 hours per month
After 14 th year service	20 days	160.00 hours	13.34 hours per month

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

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

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

17.6 PROFESSIONAL LEARNING COMMUNITY (PLC) AT ~~ELEMENTARY~~ SCHOOLS

A Professional Learning Community (PLC) is a collaborative inquiry process focused on identifying and responding to the specific learning needs of all students across sites, settings, and disciplines. To ensure successful PLC's,

- Initial and ongoing training opportunities will be provided
- PLC site support will be made available as needed or as requested
- Time will be identified specifically and solely for PLC.

~~Effective 2015,~~ The following guidelines are provided for the implementation of professional learning communities at all D-11 ~~Elementary~~ Schools:

1. Instructional ESP employees are ~~required~~ encouraged to participate and collaborate in the PLC meetings. An instructional ESP employee who attends the PLC meetings must identify the additional time on his/her timesheet pursuant to Article 4.4.5. Each school/site is required to maintain attendance for each ESP employee's participation in PLC.
2. Collaboration should be the dominant theme in PLC meetings.
- ~~3. Agendas should be developed in collaboration with staff and kept on file at the site.~~
- ~~4. Meetings will maintain a "teaching learning" focus.~~

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

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Resolved, that the Board of Education of the District hereby adopts the policies set forth below.

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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 2016-2017 Meet and Confer between the Education Support Professionals (ESP) and the District this 25th day of May 2016.

BOARD OF EDUCATION

Dr. Nicholas M. Gledich
Superintendent of Schools

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