

RESOLUTION 2017 – 43
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, 2017 and ending June 30, 2018 (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, 2017, will continue.

1. COMPENSATION

- Effective for the 2017-2018 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.
- The District will provide all Education Support Professionals a one-time, non-recurring salary adjustment payment in the amount of one-percent (1%) in order to provide compensation for work performed. The payment will occur in the fall semester during the 2017 - 2018 school year. This salary adjustment is intended to be PERA includable compensation.
- The District will increase the Education Support Professional salary schedule system with a one half percent (½%) increase effective for the 2017-2018 school year.
- The District will provide Education Support Professionals who are capped at Step 25 a one-time, non-recurring salary adjustment payment in the amount of three percent

(3%) in order to provide compensation for work performed. This payment is only for those employees currently capped at step 25 and not those who are moving from step 24 to step 25. The payment will occur during the 2017-2018 school year. This salary adjustment is intended to be PERA includable compensation.

- The District will fund the mandatory January 1, 2018 minimum wage increase effective July 1, 2017, which means employees impacted by the new minimum wage of \$10.20 an hour will receive the increase early.
- The District will continue to contribute the employer share of PERA.
- The District will continue to contribute the employer share of insurance premiums at seventy-five (75%).

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

2.3.1 Employment Date and Seniority

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

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

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

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

ARTICLE 3. WORKING CONDITIONS AND SCHEDULES

3.2 WORK WEEK

The regular workweek will begin at 12:01 00 a.m. each Sunday. Full-time regular employees may be employed for 30 to forty (40) hours per week as determined by the District needs. Part-time regular employee will normally work more than 20 hours but less than 30 hours per week. Any hours beyond the scheduled work week must be approved by the appropriate Supervising Administrator or designee.

ARTICLE 4. PAY ADMINISTRATION

4.1 PAY RATES

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

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

Employees will have their paycheck deposited into a financial institution of his/her choice or through the District's financial institution by way of a prepaid debit card.

~~All~~ All ESP employees are is paid at an hourly rate of pay.

260 – day employee

Employees who are in a 12 month position are paid monthly based on their hourly rate ~~of pay~~ times the number of daily work hours ~~of pay times 40 hours~~ times 52 weeks divided by 12 months.

173-226 day employee (excluding food service workers)

Employees who work less than a 12 month position receive stretch pay. Employees who receive stretch pay are paid a monthly salary based on their hourly rate times the number of daily work hours times the workdays in the position divided by 12 months.

Pay Date (excluding food service workers)

ESP employees (excluding food service workers) are paid monthly on the first of each month. If the first of the month falls on a weekend or holiday, the employee's paycheck will be available the following business day.

Pay Date Food Service (excluding 12 month positions)

~~ESP employees (excluding food service workers, bus drivers and bus assistants) are paid monthly on the first of each month. If the first of the month falls on a weekend or holiday, the employee's paycheck will be available on the following business day.~~

~~Food-service workers, bus drivers and bus assistants are paid semi-monthly on the 1st and 15th of each month. If the 1st or the 15th of the month falls on a weekend or holiday, the employee's paycheck will be available the following business day.~~

~~An employee will have the paycheck deposited into a financial institution of his/her choice or through the District's financial institution by way of a prepaid debit card.~~

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

4.4 OVERTIME/COMPENSATION TIME

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 closure hours will be considered hours worked for purposes of overtime calculation. Unpaid holiday hours, unpaid 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~~ 12:00 a.m. on Sunday and ends at ~~12:00 midnight~~ 11:59 p.m. on Saturday.

4.6 EDUCATIONAL ACHIEVEMENT PAYMENT

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

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

ARTICLE 5. INSURANCE BENEFITS/SALARY REDUCTION

5.10 INSURANCE WHILE ON LEAVE

Employees on unpaid leaves of absence shall have the privilege of continuing their group health, life, dental and vision insurance coverage at their own expense and shall pay the full premium. **Beginning on the first day of the month following the first day of unpaid leave employees shall pay the full premium.**

ARTICLE 6. EMPLOYEE EVALUATIONS

No changes

ARTICLE 7. DISCIPLINARY AND/OR CORRECTIVE ACTION

No changes

ARTICLE 8. SEPARATION

8.2 RESIGNATION

When an employee seeks to separate him/herself from employment with the District, a written resignation is preferable and should be submitted to the **Supervising Administrator** and the ~~Human Resources Director~~ **of Human Resources Director of Talent Acquisition and Development**. The employee resigning should give the District a minimum of two weeks advance notice. However, if an employee clearly and distinctly verbally notifies a ~~Supervising Administrator~~ **Supervising Administrator** of a resignation from the District and then does not report to work following the verbal notice, on the 4th day that notification shall be considered accordingly and the Board shall be notified of the employment action. An employee may revoke his/her resignation within three (3) working days after submitting it to the **Director of Human Resources Director of Talent Acquisition and Development**, with approval by the Executive Director of Human Resources or his/her designee. **An employee who resigns and is reemployed by the District within 180 calendar days will have his/her sick leave accrual balance reinstated as referenced in Article 2.3.1.** ~~Employees who do not rescind their resignation within the three-day period will lose all accrued benefits.~~ Employees who resign while being on discipline or a corrective action plan (for written reprimand or misconduct) may not rescind a resignation.

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

12.1 DEFINITIONS

12.1.1 A grievance shall mean a complaint by a current employee where there has been a direct violation of the **Education Support Professionals Meet and Confer Handbook**. ~~District's policies, regulations and procedures.~~ **Questions related to Board policies can be referred to and addressed by administration or the Board of Education.**

ARTICLE 13. SICK LEAVE

13.1 SICK LEAVE

13.1.1 Sick leave ~~is earned and~~ **may be** used in **half (.50) hour increments.** ~~units of one (1) hour.~~ The term "day" is defined to mean the number of hours normally worked in a working day.

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

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

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

260-day employee

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

220-226 day employee

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

197 – 210 day employee

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

~~182~~ 173 – 192 day employee

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

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

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

For purposes of Article 13, "immediate family" is defined as:

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

- a. The employee's:
 - 1. Spouse or registered domestic partner
 - 2. Parent
 - 3. Child
 - 4. Sibling
 - 5. Grandparent
 - 6. Grandchild
- b. The employee's spouse's or registered domestic partner's:
 - 1. Parent
 - 2. Child
 - 3. Sibling
 - 4. Grandparent
 - 5. Grandchild
- c. Any member of the employee's immediate household.

13.1.6 Sick leave and/or personal leave may not be used to extend employment ~~without medical documentation.~~ An employee who gives his/her notice and date (2 weeks or less) of planned separation from the District is eligible to use earned sick leave prior to his/her last day of employment. This is intended for illness, injury, bereavement or emergencies only. If an absence is for more than 5 consecutive days, medical documentation may be required. An employee that exceeds earned accumulated sick/personal leave or separates from District 11 and has a negative leave balance in his/her accrued sick leave account, will have that amount deducted from the paycheck(s). Any monies owed to the District upon separation will be deducted from any vacation hours accrued or other pay to the extent permitted by law. An employee who resigns and is not reemployed within ~~30~~ 180 calendar days as referenced in Article 2.3.1 will have his/her sick leave accrual set to zero (0). Sick leave will start from the new re-hire date.

13.2 BEREAVEMENT LEAVE

An employee shall be granted three (3) days of bereavement leave with pay in the event of the death of a member of his/her immediate family. Approval of bereavement leave for immediate family is completed by the Supervising Administrator or his/her designee for verification.

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

13.2.1 If an employee needs additional time for bereavement beyond **the three (3) available leave days, the employee may use accumulated compensatory time, sick leave, personal leave, or vacation leave.** Leave without pay may be used if the employee receives authorization from his/her ~~Supervisor~~ **Supervising Administrator.**

13.2.2 Employees' attendance at funeral services for persons other than **immediate family** may be authorized by the ~~Supervisor~~ **Supervising Administrator.** ~~An employee may use accumulated compensatory time, sick leave, personal leave, vacation or leave without pay will be used to cover this absence.~~

ARTICLE 14. OTHER LEAVES

14.1 PERSONAL WITH PAY

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

14.1.1 Eligibility

Regular status and temporary status employees are eligible.

- a. ESP employees may take personal leave with pay in **half (.50) one (1)** hour increments ~~(excluding Transportation and Food Services employees which are addressed in Article 14.1.2)~~
- b. ESP employees must inform their immediate supervisor of a personal leave with pay absence(s) and must report the absence(s) in SEMS pursuant to ESP Handbook Article 3.1

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

- a. For Food Service, Transportation ESP employees, a personal leave with pay request shall be made to the department's management preferably five (5) days in advance. In all cases, the employee must complete the "Request For Personal Leave" form. The forms may be obtained from the employee's immediate Supervisor. **For all other ESP employees, pre-approval is not required to use personal leave.**
- b. This application must be approved by the department's management (Director of Transportation or the Assistant Director of Food and Nutrition Services) employee's immediate Supervisor, who will forward the approved form to the Department of Human Resources.
- c. The request may be denied when such leave will be a hardship on the District. Refusal of a leave request may be appealed to the Director of Human Resources ~~Operations~~ or his/her designee.

- d. This leave is not cumulative and is taken in half or full day increments. ~~If a half day for a position is 3.5 hours, the time taken will be rounded to four (4) hours to meet the sick leave rule that sick leave must be used in full hour increments.~~

14.11 OTHER EXTENDED

Employees with an extended illness or disability may request a leave of absence without pay or District contribution towards insurance after all sick/paid leave provisions have been exhausted. Such leave of absence status shall be for the duration of the illness or disability up to a maximum of one year from the beginning day of the leave. **Anytime an employee is on an unpaid leave of absence, the unpaid leave will not count towards district seniority.**

ARTICLE 15. TUITION REIMBURSEMENT

No changes

ARTICLE 16. RETIREMENT

No changes

ARTICLE 17. GENERAL PROVISIONS

No changes

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the District to be affixed to this Resolution regarding the 2017-2018 Meet and Confer between the Education Support Professionals (ESP) and the District this 17th day of May 2017.

BOARD OF EDUCATION

LuAnn Long, President

Jim Mason, Vice President

Theresa Null, Secretary

Nora Brown, Treasurer

Mary Coleman, Director

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Elaine Naleski, Director

Dr. Nicholas Gledich, Superintendent

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